

## AGREEMENT TO SELL

Purchase Value/Valued at Rs. \_\_\_\_\_/-

Market Value Rs. \_\_\_\_\_/-

Mouza: Borgaon, City Survey No. 11, Sheet No. 1/23, Item No. 14.250/B, Page No. 448 of R.R., Rate Rs. 29,290/- per Sqr. Mt. (Gunthewari).

Deed of Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 is registered at Sr. No. 4288/2014 dated 23/07/2014 with Sub Registrar Nagpur No. 4.

THIS AGREEMENT TO SELL OF RESIDENTIAL APARTMENT is made and executed at Nagpur on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### BETWEEN

**SHRI VENKAT S/o BALKRISHNARAO BHATGARE** (PAN:AGTPB5920D), aged about 55 years, Occupation: Business, R/o Plot No. R-88, Reshimbagh, Nagpur-440024 hereinafter called as the **VENDOR** or **PARTY No. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendor as well as his heirs, successors, legal representative, administrators, executors, and assigns etc.) the Party of the FIRST PART,

### AND

\_\_\_\_\_,  
aged about \_\_\_\_ years, Occupation: \_\_\_\_\_, R/o \_\_\_\_\_  
hereinafter both jointly called as the **PURCHASERS** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchasers as well as their heirs, successors, legal representatives, executors, administrators and assigns etc.) the party of the SECOND PART,

**WHEREAS**, the Vendor owns and possesses ALL THAT piece and parcel of land bearing Plot No. 11 admeasuring 1114.78 Sqr. Mtrs. / 12000 Sqr. Fts. in the layout of Gokul/Joras Housing Society, Nagpur, being a part and parcel of entire land bearing Khasra No. 72/1, 73/1, 76/1, 77/1, 78/1, 81 & 82 (Part), P.H. No. 8 A, Mouza: Borgaon, City Survey No. 11, Sheet No. 1/23, bearing Nagpur Municipal Corporation House No. 808/C/11, Ward No. 62, situated at Gokul Housing Society, Borgaon, Nagpur-440013, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur,

**AND WHEREAS**, originally Shri Tarun S/o Uttamchand Mohata purchased the abovesaid Plot No. 11 from Gokul Housing Society, Nagpur vide Sale Deed dated 01-06-1990 registered at Sr. No. 56175 in Additional Book No. I, Volume No. 1180 on Pages 182 to 183 on 01-06-1990 with Joint Sub Registrar Nagpur No. 2,

**AND WHEREAS**, the said Shri Tarun S/o Uttamchand Mohata lateron transferred the abovesaid Plot No. 11 to Shri Venkat S/o Balkrishnarao Bhatgare vide Sale Deed dated 24-12-1996 registered at Sr. No. 12116 (P) in Additional Book No. I, Volume No. 1681 on Pages 126 to 146 on 26-12-1996 with Sub Registrar Nagpur 11 and Declaration for Correction registered at Sr. No. 390/2007 in Book No. I on 23-01-2007 with Sub Registrar Nagpur No. 5,

**AND WHEREAS**, the Nagpur Improvement Trust, Nagpur regularized the abovesaid Plot No. 11 vide Regularization Permit No. BE(W)/1900-U.L./4696/117 dated 13-09-2007 as per the powers conferred on them as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 and as per Regularization Letter regularized area of Plot is 1114.78 Sqr. Mtrs.,

**AND WHEREAS**, the Additional Tahsildar Non-Agriculture Assessment, Nagpur has assessed the Non-Agriculture Tax for abovesaid Plot No. 11 and CONVERTED THE LAND INTO Non-Agriculture vide his Order No. Ra. Ma. Kra. 5032/N.A.P. 34/2011-12 dated 02-04-2012,

**AND WHEREAS**, the name of Vendor is mutated in City Survey Records. Mouza: Borgaon, City Survey No. 11,

**AND WHEREAS**, the name of Vendor is mutated in Nagpur Municipal Corporation Records. NMC House No. 808/C/11, Ward No. 62,

**AND WHEREAS**, the Vendor has decided to develop the aforesaid Plot No. 11 into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein,

**AND WHEREAS**, the Building Engineer (W), Nagpur Improvement Trust, Nagpur has sanctioned Building Plans for construction of Multistory Building on the abovesaid Plot vide its Building Permit No. BE(WEST)/Case No. AB 1798/Tracking No. 2014051310/7905/3276 dated 19-07-2014,

**AND WHEREAS**, the Vendor has submitted the Plot alongwith the Building to the provisions of Maharashtra Apartment Ownership Act, 1970 and registered Deed of Declaration at Sr. No. 4288/2015 on 23-07-2014 with Sub-Registrar No. 4, Nagpur,

**AND WHEREAS**, the Vendor has started construction of Multistory Building on the abovesaid Plot and the said building is named and titled as **"BALKRISHNA APARTMENTS"**,

**AND WHEREAS**, the Purchaser hereinabove named has satisfied himself in respect of the Vendor's title to the said property as good, valid and marketable,

**AND WHEREAS**, **"Carpet Area"** means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

**AND WHEREAS**, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Shri Vikas Padole and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution of Agreement to Sell and Sale Deed hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied himself about the title of the Vendors to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and have no further or other information nor disclosure to be required from the Vendor,

**AND WHEREAS**, the Purchaser is interested in acquiring Residential Apartment No. \_\_\_\_\_ on \_\_\_\_\_ Floor having \_\_\_\_\_ Sqr. Mtrs. Carpet Area in the building titled **"BALKRISHNA APARTMENTS"**, alongwith \_\_\_\_\_ % Undivided Share and Interest in the plot of land from the Vendors, and the cost of Apartment is decided at Rs. \_\_\_\_\_/-,

**AND WHEREAS**, both the parties desire to record the terms and conditions of agreement into writing,

**NOW THIS AGREEMENT TO SELL OF RESIDENTIAL APARTMENT WITNESSES** and it is hereby agreed by and between the parties as under:

1. That the Vendor shall sell and the Purchasers shall purchase Residential Apartment No. \_\_\_\_\_ on \_\_\_\_\_ Floor having \_\_\_\_\_ Sqr. Mtrs. Carpet Area in the building titled **"BALKRISHNA APARTMENTS"**, alongwith \_\_\_\_\_ % Undivided Share and Interest in ALL THAT piece and parcel of land bearing Plot No. 11

admeasuring 1114.78 Sqr. Mtrs. / 12000 Sqr. Fts. in the layout of Gokul/Joras Housing Society, Nagpur, being a part and parcel of entire land bearing Khasra No. 72/1, 73/1, 76/1, 77/1, 78/1, 81 & 82 (Part), P.H. No. 8 A, Mouza: Borgaon, City Survey No. 11, Sheet No. 1/23, bearing Nagpur Municipal Corporation House No. 808/C/11, Ward No. 62, situated at Gokul Housing Society, Borgaon, Nagpur-440013, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur, more specifically and elaborately described in the schedule of Property hereunder for a consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

2. That the Schedule of Payment is as under:

|             |        |
|-------------|--------|
| Rs. _____/- | _____  |
|             | _____. |
| Rs. _____/- | _____  |
|             | _____. |
| Rs. _____/- | _____  |
|             | _____. |
| Rs. _____/- | _____  |
|             | _____. |
| Rs. _____/- | _____  |
|             | _____. |

**Rs. \_\_\_\_\_ TOTAL** (Rupees \_\_\_\_\_ Only).

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

3. That the time is essence of Contract and in case Purchasers fails to pay the amount of Installments as stated above, then the Vendor is entitled to terminate this Agreement. On termination of this Agreement 5 % of the cost of Apartment i.e. Rs. \_\_\_\_\_/- shall be forfeited to the Vendor, after giving full opportunity of making payment for a period of one month from the due date to the Purchasers and balance payment will be refunded to them by installments on re-allotment of the said Unit to other prospective purchasers and within One months from the date of receipt of payment from him. If Vendor fails to pay the amount within that period it will be subject to penalty at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis till the date of payment or refund to the Purchasers. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchaser are refundable as per provisions of The Maharashtra Stamp Act.

4. That without prejudice to the Vendor’s other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, the Purchasers shall be liable to pay penalty at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis on the overdue amount from the date of default till that amount is paid.

5. That the above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carrying out the Project payable by the Vendor) upto the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. The Taxes are payable simultaneously with the payment of each installment.

6. That the Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said Notification/Order/Rules/Regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

7. That the Purchasers shall not be entitled to assign or transfer their rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Vendor till they have been delivered possession after making full and final payment alongwith incidental payments, if any, to the Vendor and a conveyance has been executed in their favour. For intermittent transfers a Transfer Fee of 5 % of the cost of Apartment amounting to Rs. \_\_\_\_\_/- be charged subject to approval of the Nominated person by the Vendor.

8. That the Vendor hereby declare that he shall be responsible for providing all necessary & legitimate documents in respect of the abovesaid property for processing of Bank Loan of the Purchasers.

9. That the Vendor hereby declare that he has good, valid and marketable title to the property and has absolute right and full authority to convey, assign and transfer the abovesaid property and he has not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, ceases etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendor agrees to indemnify the Purchasers for any loss that may be caused to them due to any defect in his title.

10. That the Vendor undertakes to execute the Sale Deed after full and final settlement of accounts of the Purchasers and handing over the possession as early as possible. The tentative date of possession is \_\_\_\_\_ subject to all availability of Cement, Steel, Water, Electricity and other building materials and subject to strikes, civil commotion, force major and other natural causes beyond the control of Party No.

11. That the Vendor hereby declare that the Plot alongwith the Multistory Building is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration is registered at Sr. No. 4288/2014 on 23-07-2014 with Sub Registrar Nagpur No. 4 and the Purchasers would automatically become member of the Apartment Association and have to abide by the provisions of Maharashtra Apartment Ownership Act, 1970, Maharashtra Apartment Ownership Rules 1972 and Deed of Declaration and Bye-laws of the Association.
12. That the Central Government has introduced Real Estate (Regulation and Development) Act, 2016 from 1<sup>st</sup> day of May, 2017 and the parties to the deed are bound to abide by the terms and conditions stipulated in the said Act.
13. That the Purchasers have seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.
14. That it is understood by the Purchaser that the Vendor shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchasers.
15. That the Vendor would not deliver the actual possession of the said Apartment to the Purchasers until the entire cost of construction including the charges for installation of Electric and Water Connections, Legal Expenses, Stamp Duty and Registration Fees, GST etc. are paid by them in full to the Vendor.
16. That the Purchasers hereby specifically agrees with the Vendor that even after their taking over the actual possession of the Apartment chosen by them (on receipt of possession letter from the Vendor), they will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
17. That the Purchasers further covenants that after the sale deed of their apartment is executed, they shall be solely responsible and liable for payment of separate Municipal Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on their share on the property. If the Purchasers fails to execute the sale deed within the stipulated period or within the time notified by the Vendor for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.
18. That the Purchasers further undertake to give their two years maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the Purchasers fails to take the possession within the stipulated period, the maintenance charges on her Apartment will become payable from the date notified for possession and it will be recovered at the time of possession. The Purchasers has to deposit Rs. 30,000/- (Rupees Thirty Thousand Only) on this account with the Vendor before registration of Sale Deed, which will be deposited to Owners Association and will be spent on regular maintenance of building. If the Apartment Association require more funds other than the aforesaid deposit then and in

that case the Purchasers should pay the additional amount to the Apartment Association for Maintenance purpose on lump sum or monthly basis.

19. That the Purchasers have to pay common divided share for Water arrangement, electricity network and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement and other allied work etc. to the Vendor amounting to Rs. 35,000/- before registration of Sale Deed. This rate is based on existing rates of MSEDCL in case the rates tariff is revised this amount will be revised accordingly.

20. That the Purchasers have to pay Goods and Service Tax as per the percentage fixed by the Central Government of the total cost of the Apartment or as applicable at the time of payment of each installment or as applicable.

21. That in case the Purchasers desire to terminate this agreement, they may do so, by giving one month's notice in writing to the Vendors and in that case Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) would be forfeited to the Vendor and balance amount received till date shall be refunded by installments on re-allotment of said Apartment to other prospective Purchasers and within 6 months from the date of receipt of payment from him. If Vendor fails to pay the amount within the stipulated period, it will carry interest at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser would be refundable as per provisions of The Maharashtra Stamp Act.

22. That it is agreed by and between the parties that the breach of any of the Condition contained in this agreement, the agreement shall automatically come to an end ISPO FACTO, and no notice shall be required to be given to the Purchasers for cancellation of their Apartment. The amount paid by the Purchasers so far will be refunded after deducting therefrom amount equal to 5 % of the total cost of Apartment i.e. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

23. That the Vendor hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchasers is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land shall stand revised as per revised building plan sanctioned by the Authority. The Vendor reserves right to utilize the same and the Purchasers consent to the Vendor in consuming the FSI.

24. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vest with the Vendor. However the Vendor shall share the common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vest with the Vendor.

25. That the Vendor is contemplating to revise the sanction plan in due course subject to approval from concerned authority i.e. Nagpur Improvement Trust, Nagpur and the percentage of undivided land attributed to Purchaser's Apartment shall stand

revised as per revised plan. The Purchasers extend their consent to revise the sanction plan.

26. That the Purchasers agrees to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor or the Co-operative Housing Society for Maintenance as per the 11 (4) (e) of RERA.

27. That the Vendor agrees to execute Sale Deed in favour of Purchasers or any other person nominated by the Purchaser subject to approval of name by the Vendor.

28. That if there is any defect in Construction, the Purchaser shall intimate the same within 6 months from the date of possession/handing over of building whichever is earlier. After 6 months, the Vendor shall not be responsible for the same.

29. That the Purchasers are prohibited from disturbing foundations, Columns, Beams, External Elevation, and other Common Installations while carrying interiors or otherwise.

30. That the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the Vendor and other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

31. That the Vendor hereby declares that the Purchasers can park Only One Car and for Two Wheeler and Cycle Parking will be earmarked separately on Ground Floor as per convenience. The Purchaser will not challenge any allotment of any Parking Space allotted by the Grantors to any other Purchaser.

32. That the said Apartment is meant for residential purpose only as duly sanctioned by the competent authority and the Purchasers are prohibited from changing user of the said apartment for other purpose and if they change the User then she would be entirely responsible for the same.

33. That it is understood by the Party No. 2 that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work. It is understood by the Party No. 2 that short comings inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will be not be treated as defects. Further it is agreed by the Party No. 2 that on account of practical constraints there will be allowance of plus or minus Five percent variation in dimensions shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Party No. 2 for such variation.

34. That without prejudice to the right of Vendor to charge interest in terms of clause 4 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and

other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Vendor shall at his own option, may terminate this Agreement:

35. That provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention 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 Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

36. That provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of 5 % of the cost of Apartment i.e. Rs. \_\_\_\_\_/- plus the amount of interest chargeable at the rate prescribed under Clause No. 4 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

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

38. That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

39. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

40. That provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will

not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

41. That any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

42. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

43. That for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

44. All the expenses for Stamp Duty, Registration Fee and Professional Charges for Agreement to Sale, Sale Deed are to be borne and paid by the Purchaser.

**SCHEDULE-I**

**DESCRIPTION OF ENTIRE PROPERTY**

ALL THAT piece and parcel of land bearing **Plot No. 11 admeasuring 1114.78 Sqr. Mtrs. / 12000 Sqr. Fts.** in the layout of Gokul/Joras Housing Society, Nagpur, being a part and parcel of entire land bearing **Khasra Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 & 82 (Part)**, P.H. No. 8 A, **Mouza: Borgaon, City Survey No. 11, Sheet No. 1/23**, bearing Nagpur Municipal Corporation **House No. 808/C/11, Ward No. 62**, situated at Gokul Housing Society, Borgaon, Nagpur-440013, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur, and bounded as under:

|               |   |             |
|---------------|---|-------------|
| TOWARDS EAST  | - | Plot No. 3  |
| TOWARDS WEST  | - | Road        |
| TOWARDS NORTH | - | Plot No. 12 |
| TOWARDS SOUTH | - | Road        |

**SCHEDULE-II**

**DESCRIPTION OF APARTMENT TO BE SOLD**

ALL THAT R.C.C. Superstructure bearing Residential **Apartment No. \_\_\_\_\_** on \_\_\_\_\_ **Floor** having \_\_\_\_\_ **Sqr. Mtrs. Carpet Area** in the building titled "**BALKRISHNA APARTMENTS**", alongwith \_\_\_\_\_ **% Undivided Share** and Interest in the plot of land.

In witness whereof the parties to this Deed have put their signatures at Nagpur on the day above written in the presence of two attesting witnesses.

(Venkat Balkrishnarao Bhatgare)  
**VENDOR/PARTY NO. 1**

( \_\_\_\_\_ )  
**PURCHASERS/PARTY No. 2**

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_