AGREEMENT OF SALE

For Rs. _____

(Rs. _____ Only)

THIS AGREEMENT OF SALE is made and executed at **NAGPUR** on this ____ day of _____ **2023, BETWEEN : 1) Shri. Satish Balkrishna Mundle** aged about 65 years, occupation Business, R/o Plot No. S-3, Laxmi Nagar, Nagpur (Income Tax PAN- ABRPM8028J, Aadhar UI No. 547995289469) **2) Shri. Deepak Balkrishna Mundle** aged about 64 years, occupation Retired, R/o S-3, Laxmi Nagar, Nagpur, (Income Tax PAN- ABUPM4117F, Aadhar UI No. 659891814257) , 3**) Mrs. Seema W/o Mukesh Manjrekar** aged about 58 years, occupation Household R/o 53, Gururaj Apartment, Prasad Nagar, Jaitala, Nagpur-440036 (Income Tax PAN- AHQPM7324L, Aadhar UI No. 200366972767**)** and **4) M/s Ojaswita Construction** a Partnership Firm having its office at Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015 (Income Tax PAN- AAHFO8948E) acting through its

Cont…2..

Partner, **Shri. Sushil Suresh Shirke** aged about 51 years, Occupation Business (Income Tax PAN- APTPS 2870 L, Adhar UIN- 871605701385) R/o Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015, hereinafter jointly called the **"VENDORS/OWNERS/PARTY NO. 1",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDORS"** as well as, their heirs, legal representatives, executors, administrators, successors and assignees and the Vendor Nos. 1, 2 & 3 are acting through their duly Constituted Attorney **Shri. Sushil Suresh Shirke** aged about 51 years, Occupation Business (Income Tax PAN- APTPS 2870 L, Adhar UIN- 871605701385) R/o Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015 of the **FIRST PART.**

AND

M/s Ojaswita Construction a Partnership Firm having its office at Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015 (Income Tax PAN- AAHFO8948E) acting through its Partner, **Shri. Sushil Suresh Shirke** aged about 51 years, Occupation Business (Income Tax PAN- APTPS 2870 L, Adhar UIN- 871605701385) R/o Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015, hereinafter called the **"DEVELOPER / PROMOTER / CONFIRMING PARTY/Party No. 2",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"Developer** and its Partners as well as, their respective legal heirs, legal representatives, executors, administrators, successors and assignees of the **SECOND PART.**

AND

1) Shri. _____ aged about ___ yrs, occupation Business/Service (Income Tax PAN – _____ ; Aadhar Unique Identity No. _____ , Mobile nos. _____) , and **2) Shri.** _____ aged about ___ yrs, occupation Business/Service (Income Tax PAN – _____ ; Aadhar Unique Identity No. _____ , Mobile nos. _____) , hereinafter jointly called as the **PURCHASERS/Party No. 3**, the term unless repugnant to the context thereof shall always mean and include the Purchasers, their legal heirs, legal representatives, executors, agents, successors and assigns etc. of the **THIRD PART.**

Cont…3..

NOW THIS AGREEMENT OF SALE READS AS UNDER :

I. **WHEREAS,** the Owners/Vendors/Party no. 1 are absolute joint owners & in possession of the ALL THAT Piece and Parcel of the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the Total Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block "S" out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, owned under Malik Makbuja Ownership rights being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 in P.S.K. 9 of Mouza AJNI, bearing City Survey No. 173 of Sheet No. 34 mouza Ajni, bearing Municipal Corporation house Nos. 348, 348/B & 348/1, Ward No.75, alongwith all the rights appurtenant and belonging thereto, and also alongwith all fixtures, electric & water meter etc. as well as all the rights of easementary or otherwise attached to the plot, situated near Aath Rasta Chowk in Rani Laxmi Nagar, Nagpur, Tahasil and District – Nagpur - 440022 hereinafter called as **"THE SAID PLOT/PROPERTY/PROJECT LAND"**; AND

II. **WHEREAS,** originally the layout land of Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 in P.S.K. 9 of Mouza AJNI was owned by The Scientific Co-operative Housing Society Limited, Nagpur who carved a residential layout on it for its members duly sanctioned from Nagpur Improvement Trust, Nagpur. AND;

III. **WHEREAS,** 1) Shri. Balkrishna S/o Ramchandra Mundle, 2) Shri. Sudhakar S/o Ramchandra Mundle, 3) Shri. Shridhar S/o Ramchandra Mundle, 4) Shri. Prakash S/o Ramchandra Mundle, 5) Shri. Vidyadhar S/o Ramchandra Mundle being jointly the members of the said society had acquired the said Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block "S" out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur as per Sale deed dt. 19-04-1971 which is duly registered bearing registration serial no. 1848 dt. 21-04-1971 in the office of Joint Sub-Registrar, Nagpur-I. and the then owners had constructed the building totally admeasuring about 1431.68 Sft. standing thereon hereinafter called as said Total Property. AND;

IV. **WHEREAS,** 1) Shri. Balkrishna S/o Ramchandra Mundle, 2) Shri. Sudhakar S/o Ramchandra Mundle, 3) Shri. Shridhar S/o Ramchandra Mundle, 4) Shri. Prakash S/o Ramchandra Mundle, 5) Shri. Vidyadhar S/o Ramchandra Mundle decided to do the Partition of the above said Total Property for more convenience, exclusive possession & better use, Occupation & enjoyment of the divided portions, and hence executed a Partition deed for the above said total property amongst themselves on 22-10-1981 which is duly registered bearing registration serial no. 5208 dt. 22-10-1981 in the office of Joint Sub-Registrar, Nagpur-III. AND;

Cont…4..

As per the said Partition Deed,

i) **The Southern Portion** of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” alongwith the existing ground floor building admeasuring 133.007 Sqm. (1431.68 Sft.) on Ground Floor standing thereon is jointly owned by 1) Shri. Prakash S/o Ramchandra Mundle, 2) Shri. Balkrishna S/o Ramchandra Mundle 3) Shri. Sudhakar S/o Ramchandra Mundle, and

ii) **The Northern Portion (Vacant Land)** of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 466.36 Sqm. (5020 Sft.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” is owned jointly by 1) Shri. Shridhar S/o Ramchandra Mundle and 2) Shri. Vidyadhar S/o Ramchandra Mundle. AND;

Hence as per the terms of the Partition Deed & subsequent construction made by the owners each of the above owners own the detailed portion of the Total Property & occupation of the Property is as under :

Sr. No.	Name of The Owner	Portion of the property as per Partition Deed in favour of the owner.
1.	Shri. Prakash S/o Ramchandra Mundle	1/3rd undivided share in the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” alongwith the exclusive occupation of the existing building admeasuring 93.036 Sqm. (1001.44Sft.) on Ground & First Floor standing thereon.
2.	Shri. Balkrishna S/o Ramchandra Mundle	1/3rd undivided share in the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” alongwith the exclusive occupation of the existing building admeasuring 91.057 Sqm. (980.14 Sft.) on Ground & First Floor standing thereon.
3.	Shri. Sudhakar S/o Ramchandra Mundle	1/3rd undivided share in the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” alongwith the exclusive occupation of the existing building admeasuring 81.920 Sqm. (881.78 Sft.) on Ground & First Floor standing thereon.
4.	1) Shri. Shridhar S/o Ramchandra Mundle and 2) Shri. Vidyadhar S/o Ramchandra Mundle	Northern Portion (Vacant Land) of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 466.36 Sqm. (5020 Sft.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S”

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V. WHEREAS, Shri. Balkrishna S/o Ramchandra Mundle left for heavenly abode on 20-11-2010 leaving behind him, his Two Sons & one Daughter being his legal heirs as his wife, Mrs. Nirmala W/o Balkrishna Mundle predeceased on 04-12-2000. Thus after the death of Shri. Balkrishna S/o Ramchandra Mundle, the above said Property belonging to Shri. Balkrishna S/o Ramchandra Mundle was devolved upon his legal heirs, 1) Shri. Satish S/o Balkrishna Mundle , 2) Shri. Deepak S/o Balkrishna Mundle and 3) Smt. Shobha W/o Dattatray Khangan by way of intestate succession. Thus, 1) Shri. Satish S/o Balkrishna Mundle , 2) Shri. Deepak S/o Balkrishna Mundle and 3) Smt. Shobha W/o Dattatray Khangan became joint owners in the above said property and each one of them own equal undivided share in the above said Property who is fully entitled to Sell/Transfer the same independently. AND;

VI. WHEREAS, Smt. Shobha W/o Dattatray Khangan out of love & affection had decided to released her share in the above said Property in favour of 1) Shri. Satish S/o Balkrishna Mundle , 2) Shri. Deepak S/o Balkrishna Mundle, being her real brothers as per Relinquishment deed dt. 05-05-2014 which is duly registered bearing registration serial no. 1480 dt. 05-05-2014 of the office of Sub Registrar, Nagpur-5. Hence, after the said relinquishment, said property previously owned by Shri. Balkrishna S/o Ramchandra Mundle is now owned by 1) Shri. Satish S/o Balkrishna Mundle , 2) Shri. Deepak S/o Balkrishna Mundle (The owner nos.1 a) and 1b) hereinabove named) who became absolute joint owners of the 1/3rd undivided share in above said property. AND;

VII. WHEREAS, Shri. Sudhakar S/o Ramchandra Mundle left for heavenly abode on 03-05-2021 and his wife Mrs. Kalpana W/o Sudhakar Mundle predeceased on 29-05-2005. Thus after the death of Shri. Sudhakar S/o Ramchandra Mundle the above said Property was acquired by his legal heirs 1) Mrs. Seema W/o Mukesh Manjrekar and 2) Shri. Mohan alias Ranjan S/o Sudhakar Mundle by way of intestate succession. Thus, 1) Mrs. Seema W/o Mukesh Manjrekar (The owner no.2 hereinabove named) and 2) Shri. Mohan alias Ranjan S/o Sudhakar Mundle became joint owners in the above said property and each one of them own 50% of 1/3 undivided share i.e 1/6th undivided share in the above said Plot/Property who is fully entitled to Sell/Transfer the same independently. AND;

VIII. WHEREAS, Shri. Mohan alias Ranjan S/o Sudhakar Mundle has sold his 50% of 1/3 undivided share i.e 1/6th undivided share in the above said Plot/Property to M/s Ojaswita Construction as per sale deed dt. 7-11-2022 which is duly registered bearing registration serial no. 9427 dt. 07-11-2022 of the Office of the Sub-Registrar, Nagpur-1. AND;

Cont…6..

IX. **WHEREAS,** Shri. Prakash S/o Ramchandra Mundle has sold his 1/3rd undivided share (i.e. 117.057 Sqm. or 1260 Sft.) in the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) to 1) Shri. Purushottam S/o Vishnupant Bapat and 2) Mrs. Sunanda W/o Purushottam Bapat as per as per Sale deed dt. 08-07-1988 bearing registration No.7282 dt. 08-07-1988 of the office of Sub-Registrar Nagpur-1. AND;

X. **WHEREAS,** Shri. Purushottam S/o Vishnupant Bapat left for heavenly abode on 12-10-2009. Prior to his death, Shri. Purushottam S/o Vishnupant Bapat has made his will on 02-09-2007. As per the will, the share of Shri. Purushottam S/o Vishnupant Bapat got devolved upto his son Shri. Adityaram S/o Purushottam Bapat,. AND;

XI. **WHEREAS,** in the likemanner, Mrs. Sunanda W/o Purushottam Bapat also left for heavenly abode on 29-05-2013. Prior to her death, Mrs. Sunanda W/o Purushottam Bapat has made her will on 02-09-2007. As per the will, the share of Mrs. Sunanda W/o Purushottam Bapat got devolved upto her son Shri. Adityaram S/o Purushottam Bapat. AND;

XII. **WHEREAS,** thus, after acquiring shares of 1) Shri. Purushottam S/o Vishnupant Bapat and 2) Mrs. Sunanda W/o Purushottam Bapat , Shri. Adityaram S/o Purushottam Bapat, now became absolute owner of the 1/3rd undivided share in the said plot/property and his name is duly mutated in the city survey records. AND;

XIII. **WHEREAS,** Shri. Adityaram S/o Purushottam Bapat, has sold his 1/3 undivided share in the above said Plot/Property to M/s Ojaswita Construction as per sale deed dt. 7-11-2022 which is duly registered bearing registration serial No. 9428 dt. 7-11-2022 of the office of Sub Registrar, Nagpur-1. AND;

XIV. **WHEREAS,** the Building on the above said plot being old, the all the Owners/Party No. 1 of the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) have found it expedient to demolish the existing building and to construct a New Building having all modern amenities and facilities in the Proposed Apartment Scheme and hence they have decided to take the help of a M/s Ojaswita Construction being a developer firm with a good repute and offer their share in the above said Total Property for re-development; AND

XV. **WHEREAS,** the M/s Ojaswita Construction, the Developer/Builder/Party no. 2 hereinabove have finalized the negotiations with the Owners for framing a development scheme for the said Plot wherein the Developer/Builder/Party no. 2 has separately approached each of the other co-owners of the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) who have also agreed to redevelop the above said Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) and would be at their own cost and responsibilities construct the building on the said plot according to the sanctioned plan. AND;

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XVI. WHEREAS, the Owners later on decided to develop the Project Land into a “RESIDENTIAL ESTATE” by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein ; AND

XVII. WHEREAS, 1) Shri. Satish Balkrishna Mundle and 2) Shri. Deepak Balkrishna Mundle (The Owner Nos.1 and 2 hereinabove) being desirous of developing the above said Project Land with the help of M/s Ojaswita Construction a Partnership Firm acting through its Partner, Shri. Sushil Suresh Shirke, the Developer / Promoter / Confirming Party hereinabove, have finalized the negotiations and entered into an Agreement of Development with the Developer/Promoter/Confirming Party on 23-1-2023 which is duly registered bearing registration serial no. 1132 dt. 24-1-2023 of the Office of the Sub-Registrar, Nagpur-1. for framing a development scheme for the said Plot wherein the Developer/Promoter/Confirming Party would be at their own cost and responsibilities construct the building on the said plot according to the sanctioned plan on payment of requisite Stamp Duty and Registration Fees payable thereon (hereinafter referred to as "the Development Agreement"). That, 1) Shri. Satish Balkrishna Mundle and 2) Shri. Deepak Balkrishna Mundle being one of the joint owners have further allowed the Developer/Promoter/Confirming Party to enter into Agreement of Sale for the apartments chosen by the prospective Purchasers alongwith the undivided share in the plot of land. AND;

XVIII. WHEREAS, for implementing the aforesaid proposed scheme, the 1) Shri. Satish Balkrishna Mundle and 2) Shri. Deepak Balkrishna Mundle (The Owner Nos. 1 and 2 hereinabove) have executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favour of Shri. Sushil Suresh Shirke, the Partner of Developer/ Promoter / Confirming Party on 23-1-2023 which is duly registered bearing registration serial no. 1133 dt. 24-1-2023 of the Office of the Sub-Registrar, Nagpur-1; AND

XIX. WHEREAS, Mrs. Seema W/o Mukesh Manjrekar (The owner No. 3 hereinabove) being desirous of developing the above said Project Land with the help of M/s Ojaswita Construction a Partnership Firm acting through its Partner, Shri. Sushil Suresh Shirke, the Developer / Promoter / Confirming Party hereinabove, have finalized the negotiations and entered into an Agreement of Development with the Developer/Promoter/Confirming Party on 23-1-2023 which is duly registered bearing registration serial no. 1135 dt. 24-1-2023 of the Office of the Sub-Registrar, Nagpur-1. for framing a development scheme for the said Plot wherein the Developer/Promoter/Confirming Party would be at their own cost and responsibilities construct the building on the said plot according to the sanctioned plan on payment of requisite Stamp Duty and Registration Fees payable thereon. Mrs. Seema W/o Mukesh Manjrekar

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(The Owner No. 3 hereinabove) being one of the joint owners have further allowed the Developer/Promoter/Confirming Party to enter into Agreement of Sale for the apartments chosen by the prospective Purchasers alongwith the undivided share in the plot of land. AND;

XX. WHEREAS, for implementing the aforesaid proposed scheme, the Mrs. Seema W/o Mukesh Manjrekar (The owner No. 3 hereinabove) has executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favour of Shri. Sushil Suresh Shirke, the Partner of the Developer / Promoter / Confirming Party on 23-1-2023 which is duly registered bearing registration serial no. 1136 dt. 24-1-2023 of the Office of the Sub-Registrar, Nagpur-1. ; AND

XXI. WHEREAS, The Vendors/Owners have also agreed to execute separate sale deeds each relating to the undivided proportionate share and interest in the said plot and/or for the apartment in favour of the prospective individual Purchasers as may be nominated by the Developer/ Promoter/Confirming Party for the proportionate consideration therefore; AND

XXII. WHEREAS, by the same agreement the Developer/ Promoter/Confirming Party is entitled to construct on the said plot, an apartment scheme by constructing a multistoried Building thereon comprising of various self-contained separate Apartments therein and the Developer/ Promoter/Confirming Party is also at full liberty to advertise for the sale of the proposed estate together with the undivided proportionate share and interest in the said Project Land to the intending buyers and to deal with them and also to enter into an Agreement(s) to sell the same to such buyers and has absolute right and full authority to receive all money (being the agreed sale price) from the buyers and to retain and appropriate the same for its benefits ; AND

XXIII. WHEREAS, the Vendors/Owners, being desirous of developing the above said Property by floating an apartment scheme named as " VRUNDAVAN - III " with the help of Developer/ Promoter/Confirming Party, on the above said plot and accordingly got the Building Plan sanctioned from the Nagpur Improvement Trust, Nagpur as per their Building Permit No. NMO/RB/2023/APL/00113 dt. 11-08-2023 from the Nagpur Municipal Corporation, Nagpur AND;

XXIV. WHEREAS, the Developer / Promoter / Confirming Party further declared the said Project named as " VRUNDAVAN - III " to the provisions of The Maharashtra Apartment Ownership Act, 1970 by duly executing a Deed of Declaration u/s 2 of the said Act on _____ which is duly registered bearing registration serial No. ____ dt. _____ of the office of the Sub-Registrar, Nagpur-__. Thus, the said Project is governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchasers and her/his/their successors in title though the same are not set forth herein; AND

XXV. WHEREAS, as per the existing sanctioned building plan of the apartment scheme, the building on the said Plot has the Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor with total 10 Apartments. AND;

Cont…9..

There are 2 Apartments each on First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, All the apartments in the said Apartment Scheme are residential apartments. Hence, in all comprising of Ten (10) apartments in the scheme to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time. AND;

XXVI. WHEREAS, the Developer is entitled to construct additional floors above Fifth Floor by purchasing TDR and consuming Balance FSI of existing Plot . Thus, pursuant to revision in the Building Plan, the Vendors/Promoters will execute Correction Deed to Principal Deed of Declaration. AND;

XXVII. WHEREAS, the Vendors and Developer / Promoter / Confirming Party do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors have clear possession of the said Project Land. The said Project Land is Leasehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

XXVIII. WHEREAS the Vendors/Owners are in possession of the project land and the Developer / Promoter / Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove; AND

XXIX. WHEREAS, the Developer / Promoter / Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects; AND

XXX. WHEREAS, the Developer / Promoter / Confirming Party has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under Project Registration No. _____; AND

XXXI. WHEREAS the Developer / Promoter / Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer / Promoter / Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

XXXII. WHEREAS, by virtue of the Development Agreement and General Power of Attorney, the Developer / Promoter / Confirming Party has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer / Promoter / Confirming Party on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof; AND

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XXXIII. WHEREAS, on demand from the Purchasers, the Developer / Promoter / Confirming Party has given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architect, 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 Purchasers have, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchasers hereby confirm that the Developer / Promoter / Confirming Party has produced for inspection to the Purchasers, all information and documents and has made full and true disclosure as demanded by the Purchasers and the Purchasers are satisfied with the same and has no further or other information nor disclosure to be required from the Developer / Promoter / Confirming Party; AND;

XXXIV. WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Promoter / Confirming Party have been supplied to the Purchaser, the receipt of which is hereby confirmed by the Purchaser. The authenticated copies of Property card showing the nature of the title of the Vendors/Owners to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'B'; AND

XXXV. WHEREAS, the copies of the Building Permit & plans of the Layout and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure C-1 & C-2 respectively; AND

XXXVI. WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchasers have been annexed and marked as Annexure-D; AND

XXXVII. WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer / Promoter / Confirming Party while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority; AND

XXXVIII. WHEREAS, the Developer / Promoter / Confirming Party shall accordingly commence construction of the said building in accordance with the said sanctioned plan; AND

Cont…11..

XXXIX. **WHEREAS**, the Purchasers have applied to the Developer/Promoter/ Confirming Party for purchase of Apartment No. _____ on _____ Floor of the Building being constructed on the said Project land ; AND

XL. **WHEREAS**, the said apartment is having _____ Sqm. Carpet Area including Balcony area, _____ Sqm. Built up area and _____ Sqm. Super Built up area. AND;

XLI. **WHEREAS,** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

XLII. **WHEREAS**, prior to the execution of these presents the Purchasers have paid to the Developer / Promoter / Confirming Party a sum as per Manner of Payment hereunder, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer / Promoter / Confirming Party to the Purchasers as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter / Confirming Party both hereby admit and acknowledge) at the time of booking & the subsequent payments are made thereafter and the Purchasers have agreed to pay to the Developer / Promoter / Confirming Party the balance of the sale consideration in the manner hereinafter appearing; AND

XLIII. **WHEREAS**, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908; AND

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

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

1. **THAT,** the aforesaid Project consists of the building on the said Plot will have the Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor , Sixth Floor & Seventh Floor with total 13 Apartments. There are 2 Apartments each on First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor and one Apartment on Seventh Floor. All the apartments in the said Apartment Scheme are residential apartments. Hence, in all comprising of (13) Thirteen apartments in the scheme to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Purchasers hereby agree to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchasers Residential Apartment No. _____ on _____ floor admeasuring about _____ Carpet Area including Balcony area, _____Sqm. Built up area and _____ Super Built up area of the Scheme to be known as "VRUNDAVAN – III" (more particularly described in the Schedules & Annexures hereunder & hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked as **Annexures C-1 and C-2** for the total sale consideration of **Rs.** _____ **(Rupees** _____ **Only)** which includes i) Cost of Apartment, ii) Cost of Infrastructure, and iii) being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser garage bearing Nos ____situated at ____Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser covered parking spaces bearing No ___situated at ____Basement and/or stilt and /or ___podium being constructed in the layout for the consideration of Rs. ____/-.

1.b The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs.** _____**/- (Rupees** _____ **Only)** and

1.c The Purchaser has paid on or before execution of this agreement a sum of Rs_____(Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Developer / Promoter / Confirming Party the balance amount of Rs_____(Rupees _____ only) in the following manner :

Cont…13..

MANER OF PAYMENT

i)	Rs.		To be Paid at the time of execution of Agreement
ii)	Rs.		To be Paid on or Before _____
iii)	Rs.		To be Paid on or Before _____
iv)	Rs.		To be Paid on or Before Completion of Foundation and Plinth
v)	Rs.		To be Paid on or Before Completion of Ground & First Floor Slab
vi)	Rs.		To be Paid on or Before Completion of Second & Third Floor Slab
vii)	Rs.		To be Paid on or Before Completion of Fourth & Fifth Floor Slab
viii)	Rs.		To be Paid on or Before Completion of Sixth & Seventh Floor Slab
ix)	Rs.		To be Paid on or Before Completion of Eight & Tower Floor Slab
x)	Rs.		To be Paid on or Before Completion of Brick Work and Internal Plaster of the Apartment.
xi)	Rs.		To be Paid on or Before Completion of Flooring, Door and Window of the Apartment.
xii)	Rs.		To be Paid on or Before Completion of External Plumbing and External Plaster work of the Building.
xiii)	Rs.		To be Paid Before handing over of the Possession.
Total	**Rs.**		**(Rupees _____)**

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer / Promoter / Confirming Party undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent

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

1.f THAT, the Developer / Promoter / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchasers after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Developer / Promoter / Confirming Party shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement."

1.g The Purchasers do hereby authorize the Developer / Promoter / Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer / Promoter / Confirming Party may in its sole discretion deem fit and the Purchasers undertake not to object/demand/direct the Developer / Promoter / Confirming Party to adjust her/his payments in any manner. AND;

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

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

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

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

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

2.3. THAT, The Vendors/Owners alongwith the Developer/Promoter/Confirming Party have specifically agreed to purchase the TDR and/or additional FSI, and will revise the building plan with modifications/additions in the areas of the apartment and will get the same sanctioned from the competent authority. The Built-up area will be revised accordingly & the cost agreed herewith is for the final built-up area & super built-up area after utilization of TDR/Increased FSI only. AND;

3. The Developer / Promoter / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is 1.10 + allowable increase in FSI as per building Bye-Laws Square Meters only and Developer / Promoter / Confirming Party has planned to utilize Floor Space Index of as allowed under the prevailing building bye-laws and Development Control Rules, by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter / Confirming Party has disclosed the Floor Space Index as per the Sanctioned Building Plans annexed herewith as proposed to be utilized by it on the project land in the said Project and Purchasers have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only. AND;

Cont…16..

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer / Promoter / Confirming Party under this Agreement (including his/her proportionate share of taxes levied by local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer / Promoter / Confirming Party shall at his own option, may terminate this Agreement:

Provided that, Developer / Promoter / Confirming Party shall give notice of fifteen days in 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 If the Purchaser fails to rectify the breach or breaches mentioned by the Developer / Promoter / Confirming Party within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Developer / Promoter / Confirming Party shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) 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 Developer / Promoter / Confirming Party.

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

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6. The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchasers on or before 31-12-2027 but however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer / Promoter / Confirming Party any other reasonable cause and the Purchasers agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer / Promoter / Confirming Party. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Purchasers on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchasers the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer / Promoter / Confirming Party received the sum till the date the amounts and interest thereon is repaid. AND;

Provided further that the Vendor and/or Developer/Promoter/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchasers until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST etc. are paid by the Purchasers in full to the Developer / Promoter / Confirming Party hereto. AND;

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

7.1 Procedure for taking possession – The Developer / Promoter / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchasers as per the agreement shall offer in writing the possession of the Apartment to the Purchasers in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Developer / Promoter / Confirming Party shall give possession of the said Apartment to the Purchasers. The Developer / Promoter / Confirming

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Party agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Promoter / Confirming Party. The Purchasers agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or Association of Purchasers, as the case may be. The Developer / Promoter / Confirming Party on its behalf shall offer the possession to the Purchasers in writing within 7 days of receiving the occupancy certificate of the Project. AND;

7.2 The Purchasers shall take possession of the Apartment within 15 days of the written notice from the Developer / Promoter / Confirming Party to the Purchasers intimating that the said Apartment is ready for use and occupancy. AND;

7.3 **Failure of Purchasers to take Possession of Apartment :** Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause (7.2) the Purchasers shall take possession of the Apartment from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchasers. In case the Purchasers fail to take possession within the time provided in clause 7.2 such Purchasers shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchasers.

7.4 If within a period of five years from the date of handing over the Apartment to the Purchasers, the Purchasers bring to the notice of the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Developer / Promoter / Confirming Party, 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 Purchasers shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party shall always co-operate and assist the Purchasers in this regard. It is specifically brought to the notice of the Purchasers 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. AND;

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchasers, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchasers have made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect. AND;

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7.5 THAT the Purchasers hereby agree not to occupy the said Apartment without prior written permission of the Developer / Promoter / Confirming Party else Purchasers shall be treated as a trespasser. AND;

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

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

7.8 THAT the Purchasers shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchasers shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchasers, then in such event, Purchasers will be solely responsible for any consequences which may arise. The Purchasers shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

8. The Purchasers shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office for carrying on any Residential or permitted use as allowed under the Building Bye Laws & Development Control Rules He shall use the garage or parking space only for purpose of keeping or parking vehicle. AND;

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

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9. That the Developer / Promoter / Confirming Party shall declare the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 by duly executing a Deed of Declaration u/s 2 of the said Act and shall also execute a Correction Deed to Deed of Declaration after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchasers and her/his/their successors in title though the same are not set forth herein. THAT the Purchasers agree to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder. AND;

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

9.2 The Vendors & Developer / Promoter shall, after the date of final dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, on or before 31-12-2027 or on any such extended date of completion of the Project, transfer to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ Vendor/Developer / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. AND;

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

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is transferred to it, the Purchasers shall pay to the Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined. The Purchasers further agree that till the Purchaser's share is so determined the Purchasers shall pay to the Developer / Promoter / Confirming Party provisional monthly contribution as informed by the Developer / Promoter / Confirming Party towards the outgoings. The amounts so paid by the Purchasers to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4 Provided that in the absence of local laws, the association of Purchasers under The Maharashtra Apartment Ownership Act 1970 or by whatever name called, shall be formed within a period of three months of the majority of Purchasers having booked their apartment as the case may be, in the project.

9.5 Wherever, The Maharashtra Apartment Ownership Act 1970 is applicable, the Promoter shall submit the application in that behalf to the Registrar for formation of the association of the owners as per the provisions of The Maharashtra Apartment Ownership Act 1970 or any other legal entity, within three months from the date of majority (51 % fifty-one percent) of the total number of Purchasers in such a building have booked their apartment.

9.6. PERIOD FOR CONVEYANCE OF TITLE : THAT**,** the period for conveyance of title by Developer / Promoter / Confirming Party, to legal entity of Purchasers in case of single building project. The Developer / Promoter / Confirming Party shall to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate."

Period for conveyance of title, by Developer / Promoter / Confirming Party , to organization of Purchasers in case of Layout. (a) In the case of a building or a wing of a building in a Layout, the Developer / Promoter / Confirming Party shall (subject to his right to dispose of the remaining apartments if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

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

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

i. The Developer / Promoter / Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; AND;

ii. The Developer / Promoter / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; AND;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report; AND;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; AND;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer / Promoter / Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas; AND;

vi. The Developer / Promoter / Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected; AND;

vii. The Vendors and/or Developer / Promoter / Confirming Party have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchasers under this Agreement;

viii. The Developer / Promoter / Confirming Party confirms that the Developer / Promoter / Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchasers in the manner contemplated in this Agreement; AND;

Cont…23..

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement. AND;

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchasers, the Developer / Promoter / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners; AND;

xi. The Developer / Promoter / Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors and/or the Developer / Promoter / Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

11. The Purchasers or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer / Promoter / Confirming Party as follows :-

i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. AND;

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach. AND;

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iii. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Purchasers and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. AND;

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer / Promoter / Confirming Party and/or the Association of the Apartment Owners. AND;

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Developer / Promoter / Confirming Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit and/ or charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. AND;

vii. Pay to the Promoter within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchasers for any purposes other than for purpose for which it is sold. AND;

Cont…25..

ix. The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchasers to the Developer / Promoter / Confirming Party under this Agreement are fully paid up. AND;

x. The Purchasers shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. AND;

xi. The Purchasers hereby specifically agree with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchasers, the Purchasers will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land. AND;

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

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Promoter / Confirming Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.

xiv. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchasers shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project. AND;

xv. In the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. AND;

Cont…26..

12. The Developer / Promoter / Confirming Party shall maintain a separate account in respect of sums received by the Developer / Promoter / Confirming Party from the Purchasers as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. AND;

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

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

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Developer / Promoter / Confirming Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who have taken or agreed to take such Apartment. AND;

16. BINDING EFFECT : Forwarding this Agreement to the Purchasers by the Developer / Promoter / Confirming Party does not create a binding obligation on the part of the Developer / Promoter / Confirming Party or the Purchasers until, firstly, the Purchasers sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer / Promoter / Confirming Party. If the Purchasers fail to execute and deliver to the Developer / Promoter / Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter / Confirming Party, then the Developer / Promoter /Confirming Party shall serve a notice to the Purchasers for rectifying the default, which if not

Cont…27..

rectified within 15 (fifteen) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever. AND;

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

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties. AND;

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. AND;

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Cont…28..

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Developer / Promoter / Confirming Party through its authorized signatory at the Developer / Promoter / Confirming Party's Office, or at some other place, which may be mutually agreed between the Developer / Promoter / Confirming Party and the Purchasers, in Nagpur after the Agreement is duly executed by the Purchasers and the Developer / Promoter / Confirming Party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchasers and/or Developer / Promoter / Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Developer / Promoter / Confirming Party will attend such Office and admit execution thereof.

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

	Name of Purchasers
1) _____	
2) _____	
R/o _____	Purchaser's Address
M/s Ojaswita Construction acting through its Partner, Shri. Sushil Suresh Shirke	Name of Developer / Promoter
R/o Plot Nos. 77-78, Vrindavan Apartment-II, Shubhangi Housing Society, Prabhu Nagar, Nagpur-440015	(Address of Developer / Promoter)

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

26. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Developer / Promoter / Confirming Party to the Purchasers 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.

Cont…29..

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

28. DISPUTE RESOLUTION : 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.

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

30. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and Parcel of the Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot no. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block “S” out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, owned under Malik Makbuja Ownership rights being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 in P.S.K. 9 of Mouza AJNI, bearing City Survey No. 173 of Sheet No. 34 mouza Ajni, bearing Municipal Corporation house No. 348,,348/B & 348/1, Ward No.75, alongwith all the rights appurtenant and belonging thereto to the said plot, situated near Aath Rasta Chowk in Rani Laxmi Nagar, Nagpur, Tahasil and District- Nagpur-440022 and the above said Land is bounded as under :

ON THE EAST	-	Plot No. 2 in Block “S”
ON THE WEST	-	Plot No. 4 in Block “S”
ON THE NORTH	-	Portion belonging to Shri. Nikhil P. Mundle.
ON THE SOUTH	-	Road.

Cont…30..

SECOND SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES FOR APARTMENTS OF THE BUILDING ON THE ABOVE SAID PLOT OF LAND

i) The parcel of the land described as per para first of this form - A

ii) Plumbing network throughout the building except in the individual apartment.

iii) Electric network throughout the building except in the individual apartment

iv) Foundations, main walls, columns, beams etc.

v) Sanitary network throughout the building except in the individual apartment.

vi) Stair case & Lift from Ground Floor to Seventh Floor.

vii) Sump, Pump, electric lights all around the building.

viii) In general all apparatus and installations existing for common use except restricted area use.

ix) Restricted use and facilities for apartments of the building on the above said plot of land shall be as per deed of declaration.

SCHEDULE 'A'

DESCRIPTION OF THE PROPERTY TO BE DEVELOPED

ALL THAT Piece & Parcel of the Residential Apartment No. _____ on _____floor admeasuring about _____ **Sqm. Carpet Area including Balcony area, _____ Sqm. Built up area and _____ Sqm. Super Built up area** of the Apartment Scheme to be known as **" VRUNDAVAN - III "** to be constructed on Southern Portion of the Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 3780 Sft. (351.173 Sqm.) being a Part of the total Plot No. S-3 (Plot No. 3 in Block-S) admeasuring about 8800 Sft. (817.54 Sqm.) in the Block "S" out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, owned under Malik Makbuja Ownership rights being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 in P.S.K. 9 of Mouza AJNI, bearing City Survey No. 173 of Sheet No. 34 mouza Ajni, bearing Municipal Corporation house No. 348,,348/B & 348/1, Ward No.75, alongwith all the rights appurtenant and belonging thereto to the said plot, situated near Aath Rasta Chowk in Rani Laxmi Nagar, Nagpur, Tahasil and District- Nagpur - 440022 and also alongwith the _____**%** undivided share in the above said plot and the said Plot is bounded as under **:**

ON THE EAST	-	Plot No. 2 in Block "S"
ON THE WEST	-	Plot No. 4 in Block "S"
ON THE NORTH	-	Portion belonging to Shri. Nikhil P. Mundle.
ON THE SOUTH	-	Road.

Cont…31..

ANNEXURE – D

DETAILED CONSTRUCTION SPECIFICATIONS FOR PROPOSED APARTMENTS

SR. NO.	NATURE OF WORK		DESCRIPTION OF WORK
1.	STRUCTURE	**:**	Earthquake Resistant R.C.C. Framed structure.
2.	BRICK WORK	**:**	External 6 " thick bricks and internal 4" thick backs
3.	PLASTER	**:**	2 coats plaster with sponge finish for external wall and smooth finish for all internal walls.
4.	DOOR	**:**	Veneer main door with teak wood frame. Other doors laminated flushed door with granite frame.
5.	WINDOWS	**:**	Aluminum powder coated sliding windows with mosquito net and M.S. designed grills.
6.	RAILING	**:**	S.S and Glass railing (height upto 3.5 ft.) to attached terrace and balcony.
7.	PAINTING	**:**	Internal : Premium emulsion wipe off paint with 2 coats of putti to all rooms. External: Apex weather shield exterior paint as per design.
8.	FLOORING	**:**	32" X 32" Vitrified Tiles in all rooms, 12" X 12" antiskid ceramic tiles in balcony and washrooms floor.
9.	KITCHEN	**:**	Semi Modular Kitchen Platform made up with aluminum piping. Granite Top with Sink.
10.	ELECTRICAL	**:**	Adequate concealed electric points with switch with standard make.
11.	PLUMBING	**:**	Jaquar or equivalent brand sanitary fitting complete with accessories.

Cont…32..

SR. No.	NATURE OF WORK		DESCRIPTION OF WORK
12.	LIFT	**:**	6 Passengers branded lift with back up (Kone/Johnson)
13.	STAIRS	**:**	Granite stairs.
14.	SECURITY SYSTEM	**:**	CCTV Surveliance in common area and parking door with video door phone.
15.	RAINWATERHARVESTING	**:**	Rainwater harvesting system for collecting water from terraces & balconies
16.	PARKING	**:**	Parking as per Deed of Declaration.
17.	OTHERS	**:**	Any change in work or extra work as desired by the prospective Purchasers shall be executed only after receiving advance payment against the same. Electric Meter Deposit, Water meter Deposit, charges & expenses to be paid extra.

IN THE WITNESS WHEREOF, the parties hereto have read, understood & hence signed this Agreement of Sale which is as per our instructions on the date, month and year mentioned first above in the presence of the following attesting witnesses :

Draft By:- Adv. Sarang Kale

Sr. No	SIGNATURES AND NAME OF PARTY	PHOTOGRAPH	THUMB
1.	_____ (Shri. Sushil Suresh Shirke) Constituted attorney for Vendor Nos.1, 2 and 3		

Cont…33..

Sr. No	SIGNATURES AND NAME OF PARTY	PHOTOGRAPH	THUMB
2.	_____ (Shri. Sushil Suresh Shirke) Partner for M/s Ojaswita Construction **VENDORS/OWNERS/PARTY NO. 1**		
	_____ (Shri. Sushil Suresh Shirke) **Partner for** **M/s Ojaswita Construction** **DEVELOPER / PROMOTER /** **CONFIRMING PARTY/PARTY No. 2**		
1.	_____ (_____) **PURCHASERS/PARTY NO. 3**		
2.	(_____) **PURCHASERS/PARTY NO. 3**		

Cont…34..

Sr. No	SIGNATURES AND NAME OF PARTY	PHOTOGRAPH	THUMB
1.	_____ WITNESS		
2.	_____ WITNESS		