

PM INFRAVENTURES

AGREEMENT TO SALE

Project : Yashodhan Vihar
Affordable Residential Unit

(Khasra No.35/1,35/3,55,56,57 At Mouza Nanda,
Tah:- Korpana

Dist:- Chandrapur

SPECIMEN DRAFT COPY

AGREEMENT TO SELL

AGREEMENT TO SELL FOR RS. _____ ONLY (RUPEES _____ ONLY)

THIS AGREEMENT TO SELL is made on this _____ day of _____ BETWEEN MISS. PURNIMA D/o RAVINDRALAL SRIVASTAVA, Aged about 32 Years, Occupation - Business, Income Tax PAN ALTPS7042N and Aadhar Unique Identity No. 500442867186, Resident of Plot No. 6, S.B.I. Colony, Sneh Nagar, Wardha Road, Nagpur-440015, Tahsil and District - NAGPUR, Proprietor of M/s. P. M. INFRAVENTURES, a Proprietary Concern, having its Office at 25, Shricon House, Rajeev Nagar, Wardha Road, Nagpur-440025, hereinafter referred to as the VENDOR / CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said VENDOR / CONFIRMING PARTY, as well as, their respective heirs, legal representative, executors, administrators, successors and assigns of the FIRST PART.

AND

Shri _____ Aged _____ years, Occupation _____, Resident _____, hereinafter called the PURCHASER, which expression shall repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as, his/her/their heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

THAT the VENDOR own and possess the property comprising ALL THAT Piece and Parcel of Land containing by total admeasurements 93,865 Sq. Mtrs. being a portion of the entire land bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare= 1.76 Hectares, 2.37 Hectares + Potkharab 0.08 Hectare= 2.45 Hectares, 0.81 Hectares, 4.13 Hectares and 3.34 Hectares respectively, thus totalling 12.32 Hectares + Potkharab 0.17 Hectare thus totalling 12.49 Hectares, Rental Rs. 3.10 Yearly, Rs. 3.10 Yearly, Rs. 1.23 Yearly, Rs. 4.81 Yearly and Rs. 3.84 Yearly respectively, all held in Occupancy Class-1 Rights, Khate Nos. 1183,1114 and including all other easementary rights appurtenant and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR and more particularly described in the Schedule hereunder written.

Survey No. 35/1

THAT, the property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totalling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to (i) Shri. Dharmraj Sakharam Nibrad and (ii) Shri. Deorao Mahadeo Nibrad

as a recorded Co-owner thereof and the same is accordingly recorded in their joint names in the Revenue Records.

THAT, the aforesaid Co-owner namely Shri. Dharmraj Sakharam Nibrad later on transferred / sold his portion of land comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurements 0.88 Hectares, Rental Rs. 1.55 comprising Eastern Portion of the entire land bearing Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totalling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Shri. Ravindralal Biharilal Srivastava, by a Sale Deed 12.10.1995 which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1142 on 12.10.1995 and the same is accordingly recorded in her name in the Revenue Records.

THAT, the aforesaid Co-owner namely Shri. Deorao Mahadeo Nibrad later on transferred/sold his remaining portion of land comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurements 0.88 Hectares, Rental Rs. 1.56 comprising Western Portion of the entire land bearing Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totalling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a Sale Deed 11-10-1995, which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1143 on 12-10-1995 and the same is accordingly recorded in her name in the Revenue Records.

THAT the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date.

THAT, the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava through their Power of Attorney Holder Miss. Purnima Ravindralal Srivastava jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totalling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office

of the Sub Registrar, Korpana in Book No.1 at Serial No. 145 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1381.

Survey No. 35/3

THAT, the property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totalling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Pandhari Nilkantha Nibrad, as a recorded Owner thereof and the same is accordingly recorded in his name in the Revenue Records.

THAT, the aforesaid Owner Shri. Pandhari Nilkantha Nibrad later on transferred a portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 1.23 Hectares comprising Western Portion of the entire land bearing Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totalling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a registered Sale Deed 11-10-1995, which is duly registered at the Office of the Sub Registrar, Rajura in Book No. 1 at Serial No. 1140 on 12-10-1995 and the same is accordingly recorded in her name in the Revenue Records.

THAT, in the like manner the aforesaid Owner Shri. Pandhari Nilkantha Nibrad later on transferred remaining portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 1.22 Hectares, Rental Rs. 1.80 comprising Eastern Portion of the entire land bearing Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totalling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Shri. Ravindralal Biharilal Srivastava, by a registered Sale Deed 12.10.1995, which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1140 on 12.10.1995 and the same is accordingly recorded in his name in the Revenue Records.

THAT the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date.

THAT, the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava through their Power of Attorney Holder Miss. Purnima Ravindralal Srivastava

jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare, Rental Rs. 3.10 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 146 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1297.

Survey No. 55/3

THAT, the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, originally belonged to Shri. Abaji Bhima Mohurle, as recorded Onwer thereof being his separate property and the same accordingly recorded in the Revenue Records.

THAT, the aforesaid Shri. Abaji Bhima Mohurle later on in his turn transferred/sold a portion out of the property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 0.81 Hectare, Rentra Rs. 1.23 Yearly comprising WESTERN PORTION out of the entire land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a Sale Deed 21-05-1996, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 764 on even date and the same is accordingly recorded in her name in the Revenue Records vide Ferfar Entry No. 217 dated 09-01-1997.

THAT the aforesaid Owner Mrs. Indravati Ravindralal Srivastava alongwith Shri. Ravindralal Biharilal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date.

THAT, the aforesaid Owner Mrs. Indravati Ravindralal Srivastava through her Power of Attorney Holder Miss. Purnima Ravindralal Srivastava jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 0.81 Hectare being a portion of the entire land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1

Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 147 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1317.

THAT the said portion of land hold by Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove is now identified as Survey / Khasra / Gut No. 55/3, having an area o 0.81 Hectare, Rental Rs. 1.23 Yearly, held in Occupancy Class-1 Rights, Khate No. 1114 and the same is accordingly recorded in her name in the Revenue Records.

Survey No. 56

THAT, the property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 4.13 Hectares, Rental Rs. 4.80 Yearly being a portion of the entire land bearing Survey / Khasra / Gut No. 56 of MOUZA - NANDA, P.S.K. 2, having total area of 4.14 Hectares, Rental Rs. 4.81 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Ravindralal Biharilal Srivastava, having purchased the same by him from Smt. Kaushalyabai Balaji Nikhade, by a Sale Deed 28-06-1996, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 950 on 28-06-1996 and the same is accordingly recorded in his name in the Revenue Records vide Ferfar Entry No. 191 dated 23-12-1996.

THAT the aforesaid Owner Shri. Ravindralal Biharilal Srivastava alongwith Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date.

THAT, the aforesaid Owner Shri. Ravindralal Biharilal Srivastava through his Power of Attorney Holder Miss. Purnima Ravindralal Srivastava later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 4.13 Hectares, Rental Rs. 4.80 Yearly being a portion of the entire land bearing Survey / Khasra / Gut No. 56 of MOUZA - NANDA, P.S.K. 2, having total area of 4.14 Hectares, Rental Rs. 4.81 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 287 on 18-03-2016 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1300.

Survey No. 57

THAT, the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 57 of MOUZA - NANDA, P.S.K. 2, having an area of 3.34 Hectares, Rental Rs. 3.84 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Ravindralal Biharilal Srivastava, having purchased the same by him from Smt. Kalibai Ramchandra Parsutkar, by a Sale Deed 29-11-1995, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 1288 on even date and the same is accordingly recorded in his name in the Revenue Records vide Ferfar Entry No. 174 dated 03-02-1996.

THAT the aforesaid Owner Shri. Ravindralal Biharilal Srivastava alongwith Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date.

THAT, the aforesaid Owner Shri. Ravindralal Biharilal Srivastava through his Power of Attorney Holder Miss. Purnima Ravindralal Srivastava later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 57 of MOUZA - NANDA, P.S.K. 2, having an area of 3.34 Hectares, Rental Rs. 3.84 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village -Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Grantor named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 286 on 18-03-2016 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 1299.

THAT, as a result therefore the Grantor named hereinabove has now become an exclusive, absolute and full Owner of the aforesaid properties bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare, 2.37 Hectares + Potkharab 0.08 Hectare, 0.81 Hectares, 4.14 Hectares and 3.34 Hectares respectively, thus totalling 12.33 Hectares (OR 30.47 Acres) + Potkharab 0.17 Hectare, with heritable and transferable rights therein and the same is also accordingly recorded in Revenue Records.

THAT, in pursuance of the letter of Chief Engineer-II/A and SNLO, Pradhan Mantri Aawas Yojana bearing No. CE-II/EE-1/PMAY/A/618/18 Dated 28-08-2018, the said proposal is approved by the Central Sanctioning and Monitoring Committee (CSMC), Ministry of Housing and Urban Affairs, Government of India in its 43rd meeting held on 25-02-2019.

THAT the VENDOR Miss. Purnima Ravindralal Srivastava, Proprietor of M/s. P. M. Infraventures, (the Private Partner called therein) and the Chief Officer, Nagpur Housing and Area

Development Board MHADA on behalf of Mission Director / PRADHAN MANTRI AWAS YOJNA and CHIEF EXECUTIVE OFFICER / MAHARASHTRA HOUSING & AREA DEVELOPMENT AUTHORITY, the State Level Nodal Agency for implementing the said scheme under Private Public Partnership have jointly executed a Memorandum of Understanding on 22-02-2019 pursuant to the proposal submitted by the aforesaid Private Partner who agreed to undertake development of the project land upon the several terms and conditions contained therein.

THAT the VENDOR Miss. Purnima Ravindralal Srivastava, Proprietor of M/s. P. M. Infraventures being desirous of developing the aforesaid entire lands into the Affordable Housing Project and framed a scheme for development / construction and sale under name and styled as "YASHODHAN VIHAR" thus prepared a detailed layout plan on the aforesaid land consisting of various plots of lands of different sizes contained therein and building plans of various buildings proposed to be constructed on the distinctive plots of land under the project land.

THAT, the application dated 23-07-2019 for building permissions submitted by the VENDOR has approved by the Executive Engineer, Building Permit Cell of MHADA under PMAY vide its letter No. EE/BP/PMAY/A/MHADA/278/2019 Dated 04-10-2019 in the form of an Intimation of Approval (IOA) subject to the fulfilment of various conditions contained therein; AND

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

WHEREAS the Purchaser being desirous of owning as apartment for her/his/their Residential use in the said buildings with heritable and transferable right therein has approached the Confirming Party and expressed her/his/their desire and willingness to purchase the undivided proportionate share and interest in the said plot in khasra no. 35/1, 35/3, 55/3, 56(P) & 57(P) TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ of the building _____ proposed to be constructed thereon and after detailed negotiations and confirming party has agreed to sell the same to the Purchaser and the Purchaser has/have specifically agreed to purchase the same agreeing inertia to pay, provide and contribute the entire cost to construction thereof to the confirming party upon the following terms and conditions.

NOW THEREFORE IT IS HERBY MUTUALLY AGREED BY AND BETWEEN PARTIES

HEREBY AS FOLLOWS :-

1. THAT the VENDOR/CONFIRMING PARTY will SELL and the PURCHASER will BUY the UNDIVIDED 0.057 PERCENT share and interest in ALL THAT piece and parcel of Land bearing khasra no. 35/1, 35/3, 55/3, 56(P) & 57(P) containing by admeasurements 93865.00 Sq. Mtrs. of MOUZA – NANDA, TEHSIL – KORPANA, DIST.-CHANDRAPUR (MS) , TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built – Up area of 42.277 Sq. Mtrs. on the _____ FLOOR of the building _____ proposed to be constructed on the said plot of land and to be known and styled as "YASHODHAN VIHAR" situated at MOUZA-NANDA, TEHSIL-KORPANA and DISTRICT – CHANDRAPUR and more particularly described in FIRST and SECOND SCHEDULES hereunder written.

2. THAT the total price agreed is Rs. _____/- (Rupees _____ only), which the Purchaser has/have specifically agreed to pay Confirming Party in the following manner. The cost so agreed is fixed and not subject to any increases inspite of rise in prices of various building material.

MANNER OF PAYMENT :

Rs. _____ (Rupees _____ only) paid by the Purchaser to the Confirming Party as Earnest Money at the time of booking, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party before completion of Plinth Level.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party before casting First Floor Slab.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party before casting Second Floor Slab.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party before casting of Terrace Slab.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party before completion of Brick Work and Plastering.

Rs. _____ (Rupees _____ only) agreed to be paid by the Purchaser to the Confirming Party on or before taking over the actual possession of the chosen Apartment.

Rs. _____ (TOTAL RUPEES _____ ONLY).

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THAT the Purchaser shall pay the respective instalment as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each instalment is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay the above instalments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the instalment shall grant to her/him/them by the Confirming Party. In the event of such termination / cancellation of the Agreement, the Confirming Party shall be at full liberty to resell the said Apartment Together with the Undivided

proportionate share interest in the said plot of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Confirming Party shall within 6 (SIX) months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and also after deducting therefrom a fixed amount of Rs. 50,000/- (Rupees Fifty Thousand only) by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him/them, shall not be a ground for non payment of the instalment on due stages.

3. THAT the Purchaser has satisfied herself/himself/themselves with respect to the Vendor's title to the said property as good, valid and marketable and she/he/they has/have accepted the same without any further investigation. She/he/they has/have satisfied herself/himself/themselves about the Confirming Party's right to enter into the agreement with the Purchaser.
4. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to be the outgoing agreements, restrictions and rights of the Vendors and the other co-owners of the remaining Undivided share in the said plot of land and the Owners of other build-up spaces in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered the same shall not annul this Contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all same such mis-statement, error or omission will always be subject to correction by the parties hereto.
5. THAT it is understood by the Purchaser that by an Agreement made between the Confirming Party and the aforesaid Vendors the former is allowed and permitted to develop the said plot to land and shall remain exclusively in charge of the entire construction of the proposed building in all respects without any let, hindrances or interference by the aforesaid vendors. The Purchaser shall also not interfere in any manner whatsoever in the behalf.
6. THAT the Confirming Party shall erect and build the proposed building consisting of various self contained separate Apartments therein strictly in accordance with the plan sanctioned by the building engineer of the MHADA. Extra / Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him/them in advance.
7. THST the vendors / confirming party has reserved his/her/it's right to revise the sanctioned plan subject to approval of the MHADA.
8. THAT the purchaser has finally chosen to own possess Apartment no _____ on the _____ Floor of the proposed building _____ more particularly described in the SECOND SCHEDULE hereunder written.
9. THAT the Confirming Party shall complete the said building and make the Apartment chosen by the Purchaser available for her/his/their occupation with a period of _____ Months from the date of commencement of work. Failing which the confirming party shall pay a sum @ Rs. 500/- (Rupees Five Hundred Only) per month by way of liquidated damages to the Purchaser with effect from such date of completion till the date of handing over actual possession of the said apartment to her/him/them.

10. THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including stamp duty and Registration fees etc. are paid by her/him/them in full to the Confirming Party.
11. THAT the Confirming Party shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the purchaser shall enter into any building contract in respect of his/her/their Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him/them shall be void and not at all binding upon the Confirming Party.
12. THAT during the period of Building construction the purchaser with two day's advance intimation to the confirming party may enter upon the said plot of land to inspect the plans, specifications and the building materials, if available at site.
13. THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said building the Vendors have executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970, which is duly registered at the Office of the _____ in book no ____ at serial no _____ on even date. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall remain binding upon the Purchaser.
14. THAT the Purchaser agrees to incorporate such terms, 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 there under.
15. THAT the open space (Excluding the Restricted area mentioned in DEED of Declaration) available in the said plot of land and the common areas and facilities as may be provided in the said building shall be of common use of the 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 the Purchaser severally or jointly with any other Apartment Owner or Owners.
16. THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by her/him/them shall be refunded to her/him/them free of any interest thereon and also after deduction therefrom a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand only) by way of liquidated damages within 3 (THREE) Months from the date of this Agreement stands terminated/cancelled and in such event her/his/their right to purchase the Undivided 0.057 percent share and interest in the said plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendors/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said plot of land and also the said Apartment to any prospective/intending buyer as may approved by the Confirming Party without any further notice reference to the Purchaser.

17. THAT the Purchaser hereby specifically agrees with the Confirming Party that even after her/his/their taking over possession of the Apartment chosen by her/him/them (on receipt of possession letter from Confirming Party) she/he/they will not object or prevent or obstruct the Confirming Party in way in carrying on and completing the work of the other Apartments in the said building and keeping building material on the available open land.
18. THAT the Confirming Party reserves it's right to erect any additional construction on available open space or on the top or terrace of the building if the F.S.I. in relation to the said plot is increased at any future date and in such event the purchaser shall not prevent or obstruct the Confirming Party in so utilising and dealing with such additional F.S.I. and such event the Prospective buyer of such additional Apartment shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereof by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agreed that she/he/they will not erect any structure either permanent or temporary on the available open space / attached terrace or on the top/terrace of the said building.
19. THAT the Purchaser further agreed to pay to the Confirming Party the Sales tax or Turn over Tax, if any levied by Government of Maharashtra or Union of India on the cost of construction of the said Apartment or on the cost of building materials used including the wages paid therefor or the cost of land as the case may be and shall always keep the Vendors/Confirming Party indemnified against the same.
20. THAT the Purchaser understands that the agreed cost of construction does not include any liability arising out of levy of provident fund for casual construction worker. Hence, if any scheme of provident fund is made applicable to casual construction workers, the liability arising out of it shall be borne and paid the Purchaser to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.
21. THAT the Purchaser shall individually pay all corporation Taxes and cess etc. as may be levied on the Apartment chosen by her/him with effect from the date of this Agreement.
22. THAT the Vendors/Confirming Party shall deliver the actual possession of the said Undivided share and interest in the said plot of land and Apartment no. _____ on the _____ Floor of the Building _____ hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for Occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said plot of land jointly with the other co-owners thereof including the Vendors and the Apartment chosen by her/him/them absolutely with heritable and transferable rights therein.
23. THAT the Purchaser hereby agreed not to occupy the said Apartment without prior written permission of the Confirming Party else she/he/they shall treated as a trespasser.
24. THAT the Vendors/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water deposits, payment

of legal charges including Stamp Duty and Registration fees and all other taxes and cesses etc. that may be levied and payable at the time of Registration from her/him/them, he/it 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 no. _____ on the _____ Floor of the Building _____ in favour of the Purchaser and get the same duly registered at her/his/their costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the her/him/them to the Confirming Party.

25. THAT on obtaining a proper Sale Deed relating to the undivided share and interest in the said plot of land and hereby agreed to the sold, the same will be held by the Purchaser jointly with the other co-owners thereof including the Vendors. However, the Apartment chosen by her/him/them in the proposed building shall be owned and possessed by her/him/them exclusively with heritable and transferable rights therein.
26. THAT the Purchaser shall pay proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his/their Undivided share in the said plot of land to the concerned authorities with effect from the date of the Agreement onwards and shall always keep the Vendors/Confirming Party indemnified against such payments.
27. THAT it is understood by the Purchaser that the Confirming Party shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, not obstruct it's visibility in way. The Confirming Party shall not pay, nor shall the Purchaser demand any rent etc. for any signs displayed by it.
28. THAT the Purchaser understands that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork. It is understood by the purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variations in dimension shown in the sanctioned plan or mentioned in this Agreement and on compensation shall be given to the Purchaser for such variations.
29. THAT the Confirming Party shall not be liable to pay compensation or make good and defect in the proprietary items used in the construction of the Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer or such items keeping the Confirming Party indemnified against the same. However the Confirming Party shall install Standard proprietary items and shall also that are properly working at the time of installation.
30. THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by registered post or Under Certificate of Posting at her/his/their address as described above
31. THAT the Purchaser further declare that the Confirming Party / Purchaser shall not be held responsible for any loss or damages suffered by her/him/them against the Apartment agreed to be purchased by him/her/them on account of any natural calamity such as earth quake, Flood etc. or Act of God.

32. THAT the purchaser undertakes to notify in writing any change in her/his/their address to the Confirming Party.
33. THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and to – (A) interpret the terms of the Agreement (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the panel to Arbitrators and the panel of the Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. The parties specifically agree not to approach any Court of law or Consumer Dispute Redressal forum/Commission etc. without first availing the Arbitration proceedings.
34. THAT all the provisions of Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
35. THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at CHANDRAPUR.
36. THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty Registration Fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED 0.057 PERCENT share and interest in ALL THAT piece and parcel of Land bearing Khasra Nos. 35/1, 35/3, 55/3, 56 and 57 containing by total admeasurements 93,865 Sq. Mtrs. being a portion of the entire land bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare= 1.76 Hectares, 2.37 Hectares + Potkharab 0.08 Hectare= 2.45 Hectares, 0.81 Hectares, 4.13 Hectares and 3.34 Hectares respectively, thus totalling 12.32 Hectares + Potkharab 0.17 Hectare thus totalling 12.49 Hectares, Rental Rs. 3.10 Yearly, Rs. 3.10 Yearly, Rs. 1.23 Yearly, Rs. 4.81 Yearly and Rs. 3.84 Yearly respectively, all held in Occupancy Class-1 Rights, Khate Nos. 1183,1114 and including all other easementary rights appurtenant and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District – CHANDRAPUR.

The aforesaid property is bounded as under :

ON THE EAST -	BY RAILWAY LINE & SURVEY / KHASRA NOS. 36, 37 & 54,
ON THE WEST -	BY SURVEY / KHASRA NOS. 59 & 29,
ON THE NORTH -	BY SURVEY / KHASRA NO. 34,
ON THE SOUTH -	BY BIBI SHIV.

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of 42.277 Sq. Mtrs. On the _____ Floor of the building _____ out of the Complex to be known and styled as "YASHODHAN VIHAR" proposed to be constructed on the aforesaid Plot of Land.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hereinabovenamed have hereto set their respective hands and signed this AGREEMENT TO SELL at _____ in presence of the attesting witnesses signed as on the day first above written.

WITNESSES :