

AGREEMENT TO SALE

Zone no. 14.173

Rate Rs. ____/- per sq. mtr.

THIS AGREEMENT TO SALE IS EXECUTED TODAY I.E. ____ DAY

THE ____ DAY OF ____ 2018 AT NANDED BY :

M/s Shagun Associates

[PAN:ABVFS5613B]

Vazirabad, Nanded

A Regd. partnership firm through its Partners,

A] Gangaprasad s/o Rameshwar Toshniwal

Age : 50 yrs. ; Occ.: Business,

R/o : Borban, Vazirabad, Nanded.

B] Ramesh s/o Vishwambar Parsewar

Age : 54 yrs. ; Occ.: Business,

R/o : Visawanagar, Nanded

C] Pradeep s/o Gajananrao Chadawar

Age : 56 yrs. ; Occ.: Business,

R/o : Ashoknagar, Nanded

Above Partner No. A signing this Deed for himself

& also for other two Partners being holder of their

Regd. GPA No. 7302/2017 dt. 30.12.2017

(hereinafter collectively called as “**Vendors**”, which

Expression shall unless repugnant to the contexts or

the meaning thereof includes his/their respective legal

heirs, successors in title, partners, or assigns, etc.)

ON THE FIRST PART

IN FAVOUR OF

1) _____
Age : ____ yrs; Occ.: _____,
R/o : _____
[PAN No.: _____]

2) _____
Age : ____ yrs; Occ.: _____,
R/o : _____
[PAN No.: _____]

(hereinafter called as “**Purchaser/s**” which expression shall unless repugnant to the context and meaning thereof include his/her/their legal heirs, successors in title or assigns, etc.)

ON THE SECOND PART

WITNESSETH AS UNDER :

A] **WHEREAS**, the Vendors are builders & developers & working as a land developing partnership firm. Vendors have constructed various Bungalows of various types adjacent to each other on various plots located in their new construction project

namely “Shagun City” spread on a total land area adm. 1H74R and situated in Gut No. 228 of village Kautha, Tq. & Dist. Nanded purchased by them vide various Sale Deeds & as such are the owners & possessors of the house property described in the “Schedule of Property” hereinbelow.

B] **AND WHEREAS**, the Vendors propose to sell his/their right to hold & occupy the Bungalow property constructed on Plot bearing No. _____ and having Plot area and Carpet area of construction as per provisions of RERA Act of 2016 and having four boundries as detailed in the “Schedule Of Property” hereunder mentioned and equipped with the amenities and specifications described in detail in “Schedule Of Amenities And Specifications” alongwith the common amenities as described in the “Schedule of Common Amenities” hereinbelow alongwith all his/their rights, title, interest therein for a lump-sum consideration of Rs. _____ (Rs. _____ only) & the “Purchaser/s” has/have agreed to purchase the said Plot and Bungalow property along with its said rights, etc. on the terms & conditions hereinafter mentioned.

C] **AND WHEREAS**, the “Purchaser/s” has/have requested the Vendors to execute these presents which they had agreed to do.

D] **AND WHEREAS**, the other two partners of the aforesaid partnership firm have executed a Regd. GPA No. 7302/2017 dt. 30.12.2017 in favour of the third partner i.e. Gangaprasad s/o Rameshwar Toshniwal who is thereby entitled and empowered to present and execute all documents relating to agreement to sell, sale deed, mortgage, lease, gift, etc of the all or any of the properties of the said firm in favour of a third person & so this Document is being executed by him in favour of the Purchaser/s.

NOW THE TERMS & CONDITIONS OF THIS AGREEMENT RUN AS UNDER :

1] AGREEMENT TO SALE :

The Vendors have agreed to transfer & sale or otherwise convey absolutely free from all encumbrances & without any reservations, however subject to the terms &

conditions herein, the Plot and Row House/Bungalow/Twin Bungalow Property **bearing Plot No. _____** and having Plot area and Carpet area of construction as per provisions of RERA Act of 2016 and having four boundries as detailed in the “Schedule Of Property” hereunder mentioned in favour of the Purchaser/s & to the use of the Purchaser/s absolutely forever subject to the payment of all the rents, taxes, assessment, dues & duties, etc. chargeable & payable from time to time hereafter in respect of the said Plot and Bungalow Property to the Government or any Local authority or any other Public Body, etc. in respect thereof after completing all the finishing works therein alongwith the entire fixtures, electric, water, etc fittings existing therein & also alongwith all the amenities & specifications as detailed hereinbelow in the “Schedule of Amenities & Specifications” & also alongwith all the common / exclusive facilities thereto, for & at the lump sum price of **Rs. _____/- (Rs. _____ only)** payable to the Vendors as hereinafter mentioned & the Purchaser accordingly agreed to acquire & purchase the same for the said price from the Vendors.

2] **CONSIDERATION:**

A] The “Purchaser/s” has/have agreed to pay said amount of **Rs. _____/- (Rs. _____ only)** to the Vendors towards total consideration for purchase of the said Plot and Bungalow property out of which an amount of **Rs. _____/- (Rs. _____ only)** is already paid by the Purchaser to the Vendors as under :

i] **Rs. _____/- (Rs. _____ Only)** received by way of a Cheque
No. _____ dt. _____ of _____ Bank, Br
_____ .

ii] **Rs. _____/- (Rs. _____ Only)** received by way of a Cheque
No. _____ dt. _____ of _____ Bank, Br
_____ .

iii] **Rs.** _____/- (Rs. _____ Only) received by way of a Cheque
No. _____ dt. _____ of _____ Bank, Br
_____ .

The “Purchaser/s” has/have agreed to pay the total sale amount of **Rs.**
_____-/- (Rs. _____ only) to the Vendors as per work stages
as follows :

S. No.	Particulars	Amount
1.	On Booking (10%)	
2.	On Agreement to Sale (10%)	
3.	On Completion of Plinth (15%)	
4.	On Completion of RCC First Slab (20%)	
5.	On Completion Of RCC Second Slab (20%)	
6.	On Completion Of Brick Work & Plaster (10%)	
7.	On Completion Of Flooring & Plumbing (10%)	
8.	On Or Before Possession (5%)	
	Total	

B] The Vendors do hereby acknowledge the receipt of the earnest amount of consideration of **Rs.** _____/- (**Rs.** _____ **only**) till date as aforesaid from the “Purchaser/s” in presence of the following witnesses and an amount of Rs. _____ has remained unpaid as on date and this residue amount is agreed to be paid from time to time as per the above payment schedule to the vendors by the Purchaser/s.

D] All future payments as per the above schedule shall be made in Cheque / Draft / RTGS in favour of the Vendors payable at Nanded and shall be considered to have been received by the Vendors only when the amount is credited in the account of the Vendors.

In the event any cheque /Draft submitted by any Purchaser/s is returned unpaid, a penalty of Rs. 1,000.00 (Rupees One Thousand only) shall be levied on such Purchaser/s at the sole discretion of the Vendors.

3] **INTEREST ON UNPAID AMOUNTS:**

Without prejudice to the right of the Vendors to take action for breach arising out of the delay in the payment of the installments on the due dates, the Purchaser/s shall be bound & liable, **as per the provisions of RERA Act**, to pay interest per month or part thereof monthly rest, on all the amounts which become due & payable by the Purchaser/s to the Vendors till the date of actual payment, provided that tender of the principle amounts & interest or tender of interest & expenses thereof shall not itself be construed as waiver of the right of the Vendors under this agreement nor shall it be construed as condonation of the delay by the Vendors against delay in payments by the Purchaser/s.

4] **LIABILITY TO PAY TAXES, CESSSES, ETC.:**

It is hereby agreed and understood explicitly between the parties hereto that if at any time, after execution of this agreement, any additional tax / duty / charges / premium / cess / surcharges / CGST/SGST/IGST, or any other similar levy by whatever name called that may become leviable with respect to the construction of the Plot and Row House/Bungalow/Twin Bungalow under this agreement, or the sale/conveyance deed, deed of apartment, or the agreement for development charges, and/or the agreement of construction under any rule, statute, regulation, notification, order either by the Central or State Government or any local authority or any revenue or other authority, shall be exclusively paid/borne by the Purchaser/s who hereby always indemnifies the Vendors from all such levies, costs & consequences.

5] **DELIVERY OF POSSESSION:**

The Vendors will put the Purchaser/s in possession of said Plot and Row House/Bungalow/Twin Bungalow described more particularly in the “Schedule of Property” hereinbelow on or before 31st December 2020 on execution of Regd. Sale Deed

of the same but only after full receipt of payments of Sale Price and other charges, expenses, taxes, cess or deposits due to the Seller under this Agreement have been cleared in full by the Purchaser/s, regardless of whether work in other Units and in Common Areas or facilities and amenities has been completed or not & the Purchaser shall have no rights to procrastinate the payment of residue agreed amount to the Vendors on the ground of incompleteness of works of other units or that of the Common Areas & Amenities. Somehow, if the entire construction work of the house property under present contract is completed before the aforesaid agreed date of possession i.e before 31st December 2020, then the Vendors will communicate such completion of work to the Purchaser in writing & thereafter the Purchaser will have to pay the entire outstanding towards him/her/them to the Vendors & get the sale deed executed in his favour of the present property within a period of 30 days from receipt of such notice.

6] USE OF PROPERTY:

The Purchaser/s shall be entitled to make use of the said Plot and Row House/Bungalow/Twin Bungalow property or any part thereof or permit the same to be used for residential purpose only & for no other purpose like commercial, industrial, agricultural, etc whatsoever. Any Purchaser/s or occupier/s of any Plot and Bungalow property shall not use the same for Massage Centre, Gambling House, Classes, Lodging Boarding, Paying Guests, granting use on leave & license basis for bachelors or for any illegal or immoral purpose. Purchaser shall use the parking space, if any allotted to him/her/them, for keeping or parking his/her/their own vehicles only.

7] DECLARATION & DISCLOSURES BY VENDORS:

A] The Vendors do hereby declare that they have in themselves good right & full power to convey & transfer by way of Sale the said Plot and Row House/Bungalow/Twin Bungalow Property & other the premises hereby conveyed or intended so to be unto & to the use of the Purchaser/s in the manner aforesaid & also further declare that the said property will be made free from all encumbrances like municipal taxes, rents,

government demands or loans, etc whatsoever & the “Purchaser/s” shall not be liable for the above encumbrances or taxes or any other outgoings of the said Plot and Row House/Bungalow/Twin Bungalow till the date of the execution of Sale Deed of the said Plot and Bungalow. But after execution of such Deed, all such outgoings of the said Plot and House property shall solely be borne by the Purchaser/s only.

B] The Vendors shall & will from time to time & at all times at the request & cost of the Purchaser/s do & execute & cause to be done & executed all such further & other lawful acts, deeds, things, whatsoever for better & more perfectly & absolutely granting & conveying the said Plot and Row House/Bungalow/Twin Bungalow property & every part thereof hereby agreed to be conveyed unto & to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, their heirs, executors, administrators or assigns shall be reasonably required.

C] The Vendors herein have not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise & there is no implied agreement or covenant on the part of the Vendors other than the terms & conditions expressly provided under this agreement.

D] The Vendors/builders reserve their rights to alter, modify, amend, cancel, etc, without prior notice to the Purchaser/s, all or any of the building plans, construction permission, terms & conditions of deed of declaration, if any, common areas, facilities, amenities, etc in relation to and/or proposed to be provided in “Shagun City” project.

8] DECLARATIONS BY PURCHASER/S :

A] The Purchaser/s herein has/have demanded from the Vendors & the Vendors have given inspection to the Purchaser/s of all the documents relating to the said land like 7/12 extracts, NA Permission, Plan of approved lay out of Gut No.228, Municipal Tax Receipts, Construction Permission, Commencement Certificate & the plans, designs & specifications & such other documents as are required to be produced by the Vendors to the Purchaser/s as per the laws existing in the State of Maharashtra.

B] Besides, after the Purchaser/s' enquiry, the Vendors herein have requested to the Purchaser/s to carry out independent search of the said property by appointing his/her/their own advocate & to ask any queries, he/she/they had regarding the marketable title & rights & authorities of the Vendors herein, the plans, RCC designs & specifications, drawings of the said property. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title, rights & authorities of the Vendors herein, the plans, RCC designs & specifications, drawings of the said property & therefore, has/have freely agreed to purchase the said property which is more particularly described in the "Schedule of Property" hereinbelow & no any queries of the Purchaser/s shall be entertained by the Vendors regarding any such issue/s at any time in future.

9] **TIME IS ESSENCE OF CONTRACT:**

That, time is agreed to be the essence of this Agreement. So the time limit for completion of Sale Deed is fixed i.e. it shall be binding on both the parties hereto that they must get Sale Deed of the said Plot and Row House/Bungalow/Twin Bungalow property executed & possession of the Plot and House be handed over to purchaser/s **on or before 31st December 2020.**

And at the same time, the time limit for completion of entire amenities of common nature mentioned in the "Schedule of Common Amenities" hereinbelow & to be provided for common use within the boundaries of Shagun City shall be **on or before 31st December 2021.**

Provided that the Vendors shall be entitled to reasonable extension of time for giving delivery of possession & completion of common amenities within aforesaid period & the Vendors shall not be liable to pay to the Purchaser/s any amount of compensation, interest, etc., if the completion of the Row House/Bungalow/twin Bungalow & that of the common amenities therein is delayed on account of –

- a] Non availability of steel, cement, other building material, water or electric supply

- b] War, civil commotion or act of god
- c] Any notice, order, rule, notification of government and/or other public or competent authority or any decree/order of any court, etc
- d] Delay or default in payment of any installment/s or dues by the Purchaser/s
- e] Any other reason, circumstances which may occur due to any reason beyond the control of the Vendors.

10] **PURCHASER COVENANTS :**

A] The Purchaser/s will obtain his separate Electricity & Water connection from MSEB & Municipal Corporation respectively at his/her/their own cost & efforts & the Vendors shall not be responsible for the same. All expenses in respect of obtaining electric connection for the unit i.e. meter deposit, meter charges, service wire, D.P charges & expenses relating to getting connection to the unit from high tension line to transformer & from transformer to individual unit meter, expenses for getting water connection from main municipal line to society's distribution line & from there to common/individual unit & other incidental charges in respect of getting such electric & water connection shall proportionately be borne & paid exclusively by the Purchaser/s over and above the aforesaid total amount of sale consideration.

B] The Purchaser/s shall not be entitled to transfer by any mode of transfer of property or agree to resale the present Plot and Row House/Bungalow/Twin Bungalow property to any third person/s without the prior written consent of the Vendors before the execution of its final Sale Deed of the said property.

C] The Purchaser/s shall not cause any nuisance or annoyance to the adjoining occupant/s nor shall cause any hindrance or obstruction or impediment in the common areas & facilities provided nor shall throw garbage and/or any kind of waste, dirt, rubbish, rags, or other refuse or permit the same to be thrown in the common areas of the

project. The Purchaser/s shall be liable to pay damages apart from being liable to be dealt with in accordance with the law for any such misconduct.

D] The Purchaser/s shall not raise any kind of objection, obstruction, nuisance, etc in the later stage/phase of development by the Vendors of their undeveloped plot lying vacant within the territories of Shagun City even after completion of construction work of the present phase of work i.e. after 31st December 2021. The Vendors shall have all rights to develop, at anytime in future, their vacant plots in the Layout of Shagun City as per their will, wish, convenience & requirement without the consent or interference or objection of whatsoever nature for whatsoever purpose of the present Purchaser/s.

11] TECHNICAL SPECIFICATIONS:

That, the Gut No. of the Property is 228 & the total area of the project is 1H74R. Out of the said total area adm. 1H74R, Non agricultural permission of part of the project to the extent of 1H23R is sanctioned by The District Collector, Nanded vide his Order No. 2014/NA/CR-03 dt. 03.10.2016 & Final Lay Out is approved by ADTP, NWCMC, Nanded vide his letter No. 151/16 dt. 05.05.2016 and Construction Permission of said 1H23R land of the said Shagun City Project is sanctioned by the ADTP, Nanded Waghala City Municipal Corporation, Nanded vide its Letter bearing Outward No. NWCMC/TPD/722/17 dt. 06.11.2017 in their Office file No. EXL/0621/17/17-18 25.09.2017. And Non agricultural permission of the residue part of the project to the extent of 0H51R is sanctioned by The District Collector, Nanded vide his Order No. 2016/MSK-2/JM/NAP/T-1/CR-31 dt. 22.12.2017 & Final Lay Out is approved by ADTP, NWCMC, Nanded vide his letter No. 586/17 dt. 09.10.2017 and Construction Permission of said 0H51R land of the said Shagun City Project is sanctioned by the ADTP, Nanded Waghala City Municipal Corporation, Nanded vide its Letter bearing Outward No. NWCMC/TPD/723/17 dt. 06.11.2017 in their Office file No. EXL/0622/17/17-18 dt. 25.09.2017.

12] UTILISATION OF FSI/FAR/TDR :

A] It is hereby declared that the sanctioned construction permissions has/have been shown to the Purchaser/s & the floor space index (FSI) available is shown in the said plan/s. The Purchaser/s hereby gives consent to the Seller that the Seller shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Land which may be made available by the authorities concerned even after the Sale Deed of the Plot and Row House/Bungalow/Twin Bungalow has been executed and the Purchaser/s or the Association or any member of the Association or the Society, etc shall not have any ownership rights over the same & shall not raise any objection of whatsoever nature for the same.

B] The Vendors reserve the right to make any modifications, alterations, etc in the final construction permission, specifications of construction, building plans, etc of the entire land as deemed fit & suitable by them without giving any sort of prior intimation/notice to the Purchaser/s for the same.

13] EXTRA CHANGES AND AMENITIES AT EXTRA COST :

If the Purchaser/s want to make any changes in the internal structure of the Row House/Bungalow/Twin Bungalow or get certain additional amenities in his/her/their Plot and House property shown to them as per their needs & requirements apart from the agreed internal structure and all those amenities agreed to be provided by the Vendors, then he/she/they shall be liable to bear its entire extra cost at the prevailing market rates as decided by the Vendors and the same will be provided only if the same are allowed to be carried out in the Revised construction permission, if required, from the concerned authorities. The cost of obtaining such revised permission shall also be borne by the purchaser/s and delay, if any, occurred in obtaining such permission consequently leading to delay in the agreed date of delivery of possession shall be at the sole responsibility of the purchaser/s.

14] FORMATION OF SOCIETY, ETC. & ITS FUNCTIONS:

A] The Vendors herein have decided to form a Society, Association of Persons, etc. of all the Plot and Bungalows/tenements holders of the scheme namely Shagun City. The Vendors will execute all proper documentation under the provisions of various acts & rules made thereunder & submit the land under the scheme alongwith the Row House/Bungalow/Twin Bungalow/Apartments which are under construction thereon & form a Society, etc & do the needful for formation of such institute.

B] The Purchaser/s herein alongwith the other Plot and Bungalow/tenement holders shall join in forming & registration of such society, which is to be formed by the Vendors as aforesaid & for that, the Purchaser/s from time to time sign & execute all the applications for registration, if required, of such society & return the same to the Vendors immediately so as to enable the Vendors to register the said organization.

C] The Purchaser/s shall bear & pay his/her/their proportionate share of stamp duty & registration charges & all other incidental charges, etc in respect of formation of such society & also in respect of this agreement & all other agreements, deed of apartment, or any other final conveyance deed, if any, which is required to be executed by the Vendors in favour of the Society, etc. in which the Purchaser/s will be a member.

15] MAINTENANCE OF COMMON FACILITIES :

A] In Shagun City project, the Vendors are providing common amenities/material/plant & equipments as mentioned in the “Schedule Of Common Amenities” and also payments of security guard/s, etc. & which have to be used & operated by the persons in the project with due diligence & observe all types of safety. Considering this aspect, it is specifically agreed between the parties hereto that the Vendors shall not be responsible after handing over of the premises to the aforesaid purchaser/s, Society, etc which shall set its own norms for use of common amenities, in order to avoid misuse, injuries & casualties/calamities occurred & any damages of

whatsoever nature caused to any person/s or property for that, the Vendors shall not be responsible in any manner.

B] The Purchaser/s shall, without any dispute & apart from the aforesaid agreed sale price of the said Plot and Bungalow/Row House/Twin Bungalow, be liable to pay deposit amount towards maintenance charges for such RowHouse/Bungalow/Twin Bungalow as decided by the Vendors towards his/her/their contribution, compulsorily before execution of Final Sale Deed of & handing over actual physical possession of the said Plot and Bungalow/tenement property to him for using the common facilities & amenities provided to him/her/them within the territorial limits of Shagun City & all the decisions & resolutions of Vendors and/or of the said society, financial or otherwise, shall be binding upon the Purchaser/s who shall comply & observe the same. Apart from the aforesaid amount of deposit paid towards the maintenance charges, the society shall be entitled to collect any additional amount of maintenance charges from its members either in lump-sum or on monthly basis to meet out the common maintenance of the society as per the then requirements. Failing to pay such maintenance charges & all its increments or all or any other charges, fees, etc beforehand, as aforesaid, shall render the Purchaser incompetent to claim any of his rights over the same.

16] **HOMOGENEITY OF SCHEME:**

A] The Vendors herein have specifically informed to the Purchaser/s & Purchaser/s herein is/are also well aware that the Vendors herein are developing the scheme with intention to have the homogeneity in the scheme. Therefore, the Purchaser/s shall not make any additions or alterations in the exterior areas of the said Plot and Row House/Bungalow/Twin Bungalow property or put up any construction in the open space within the boundaries of the Bungalow or cause damage to or nuisance in the Project in any manner.

B] The Purchaser/s shall, subject to Clause 13 above, be entitled to carry out any internal changes in the said Plot and Row House/Bungalow/Twin Bungalow as

he/she/they think fit or proper but without changing or damaging the exterior construction of the said Plot and Bungalow such as outer walls, ceiling, flooring, etc & without causing any damage to the other parts of the said building.

C] In case any partitions, interiors, false ceilings etc. are installed by the Purchaser/s, then all necessary permissions from the authorities, if required, will be obtained by the Purchaser/s directly at their own cost & effort. In any case the Purchaser/s shall not be entitled to carry out any structural changes in the said Plot and Bungalow. The Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics. The Purchaser/s herein specifically undertakes to abide aforesaid condition/s & on relying upon this undertaking, the Vendors herein have agreed to allot & sale the said Plot and Row House/Bungalow/Twin Bungalow property to the Purchaser/s herein.

17] NO GRANT OF PLOT AND BUNGALOW MERELY BY AGREEMENT :

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Plot and Row House/Bungalow/Twin Bungalow or of the said land & building or any part thereof. The Purchaser shall have no claim save and except in respect of the Plot and Row House/Bungalow/Twin Bungalow hereby agreed to be sold to him/her/their to all open spaces, parking spaces, internal roads, Gardens, recreation spaces, etc which will remain the property of the Vendors/Builders until the said land and building is transferred to the Society as hereinbefore mentioned.

18] ANNEXTURES:

Certain annextures are enclosed herewith regarding the property under present agreement to sale. 7/12 Extract of Gut No. 228 showing the nature of title of the Vendors

is annexed hereto as Annexure-1, NA permission issued by The Collector, Nanded of the said land is annexed hereto as Annexure-2. Approved Lay Out Plan is annexed hereto as Annexure-3. Construction Permission issued by NWCMC, Nanded is annexed hereto as Annexure-4, Photo IDs of the Vendor/s, Purchaser/s & Witnesses are annexed hereto as Annexure-5. Challan of Stamp Duty and Registration Charges paid are annexed hereto as Annexure-6. All aforesaid annexures shall be treated as the part & parcel of this agreement.

19] **TERMINATION OF AGREEMENT :**

A] On the Purchaser/s committing default in payment on due date/s of any of the installment/s payable under this agreement or any other amount due & payable under this agreement (including his/her/their proportionate share of taxes, etc levied by the concerned authority, maintenance charges & any other outgoing) & on the Purchaser/s committing breach of any of the terms & conditions of this agreement, the Vendors shall in his/their sole discretion shall be entitled to terminate this agreement. Provided always the power of termination under this agreement shall not be exercised by the Vendors unless they have given to the Purchaser/s 15 (fifteen) days prior notice in writing by Regd. Post A. D. of their intention to terminate this agreement & pointing out the breach or breaches of the terms & conditions on account of which it is intended to terminate this agreement, and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of issuance of such notice. On expiry of such notice period, the Vendors herein shall be entitled to issue Second Notice as to the termination of the Agreement & forfeiture of the amounts whatever paid by the Purchaser/s to the Vendors or at its discretion to refund the amounts hereinafter setforth.

B] Provided further that upon termination of this agreement as aforesaid & if the Vendors have decided not to forfeit the amounts, then after deducting 10% amount of the total agreed consideration which amount the Vendors herein are entitled to retain towards the compensation for breach of agreement & expenses incurred, the Vendors may refund

to the Purchaser/s the installments or price which the Purchaser/s might have till then paid to the Vendors but without any interest only after resale of the said property to any third person/s & on such condition the Vendors shall be entitled to resale the said property and/or dispose off or otherwise alienate the same in any manner as the Vendors herein in their sole discretion think fit.

C] Any delay tolerated or indulgence shown by the Vendors/builders in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser by the Vendors shall not be construed as a waiver on the part of the vendors of any breach or non compliance of any of the terms & conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Vendors/Builders.

20] SERVICE OF NOTICES:

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served on him/her/them if sent to the Purchaser by RPAD and/or by Speed Post or by E-mail at his/her/their address written hereinabove in the name clause of the present agreement.

21] PURPOSE OF SALE :

That, the Vendors are selling this property for the purpose of development & growth of their business.

22] VALUATION, STAMP DUTY & REGISTRATION CHARGES :

A] The Plot and Row House/Bungalow/Twin Bungalow property in the Schedule below comes under Div. No. 14.178 in the Ready Reckoner maintained by the Joint Sub Registrar, Nanded & value of the Plot and Bungalow property under sale is Rs._____ per sq. mtr. as per the said Reckoner. Accordingly, the total valuation of the Plot and Row House/Bungalow/Twin Bungalow property under present Agreement to Sale comes to Rs._____-/- as per Ready Reckoner. Somehow, the actual Sale Price of the said Plot and Row House/Bungalow/Twin Bungalow as agreed between the

parties hereto is Rs. _____/- (Rs. _____ only). Therefore, the requisite Stamp duty & Registration Charges are paid on higher of the above two figures i.e on Rs. _____/- for the purpose of Registration of this Agreement

B] The Purchaser has/have paid the entire expenses for execution of this Agreement like Stamp Duty, Registration Charges, etc. Besides, the Purchaser shall solely be liable to pay all such other expenses which will be required to be incurred at the time of execution of final sale/conveyance deed of the said Plot and Row House/Bungalow/Twin Bungalow property either in his favour or in favour of the said Society, etc. of which the Purchaser/s will be a member.

C] The parties hereto shall be entitled to get the aforesaid stamp duty & registration charges adjusted towards the total duty & charges leviable on the sale/conveyance deed which will be executed by the Vendors in favour either of the Purchaser/s or of the said Housing Society in which the Purchaser will be a member in respect of the said property.

IN WITNESSES WHEREOF, the Vendors & the “Purchaser/s” named above have signed this Agreement to Sale on the day, date, month & year & at the place mentioned hereinabove.

“SCHEDULE OF PROPERTY”

All piece and parcel of the plot property bearing Plot No. _____ out of land Gut No.228 admeasuring in _____ length of _____ & having _____ width of _____ thus total plot size admeasuring _____ sq. mtrs. i.e. _____ sq. fts. alongwith the two storied (ground & first floor) RCC construction of _____ type of house property having carpet area as per RERA Act adm. _____sq. mtrs. i.e. _____ sq. fts. situated within the local limits of Nanded Waghala City Municipal Corporation and within the layout of ‘Shagun City’ and situated at village Kautha, Tq. & Dist. Nanded & collectively surrounded on or towards :

East : _____

West : _____

North : _____

South : _____

“SCHEDULE OF AMENITIES & SPECIFICATIONS”

A] STRUCTURE :

RCC frame Structure

B] WALLS :

External walls 6” thick brickwork

Internal walls 6” thick brickwork

C] DOORS :

Main Double door laminated with grill

Internal Flush Doors

D] PLASTER:

Plaster from inside with POP i.e. Plaster Of Paris / Gypsum (except parking, terrace, balconies, passage & washing areas)

Sand faced cement plaster from outside

E] DOOR FRAMES :

Granite for washrooms

Plywood for others

F] ALUMINIUM WINDOWS :

Three track Powder coated Aluminium sliding windows with mosquito net

Window frame with bottom granite and side POP finish

G] FLOORING:

Vitrified Tiles (600 x 600)

H] KITCHEN :

Platform granite with stainless steel sink & wall tiles above platform

I] BATHROOMS:

Ceramic Tiles upto 7 ft height.

Western or Anglo Indian commode in attached bedroom & Orissa Pan in Common Toilet

J] ELECTRIFICATIONS :

Concealed fire resistant ISI marked copper wiring with adequate light points per room

Branded make good quality modular switches

K] COLOURING :

Internal painting with POP & OBD or equivalent paint

External painting with cement paint of standard quality

L] PLUMBING & SANITARY :

CPVC pipe fitting and provision of pipe lines of solar water system

Branded sanitary and CP fittings

M] STAIRCASE :

Granite or tiles with steel railing

MS steel ladder from terrace to headroom

N] PARKING AREA AND SIDE MARGIN :

Pavers or concrete bed or tiles

MS steel front entrance gate

Common compound wall on sides

“Schedule Of Common Amenities”

1] CCTV Cameras.

2] All weather roads.

3] Street Lights.

4] Club house & landscape in open space area.

5] Attractive township entrance gate with watchman cabin.

6] All side 5 ½ fts heighted compound wall for layout.

7] Vipassana Hall

This Agreement to Sale is read over in English and explained in Marathi Language to all the Parties to this Agreement on the day and date mentioned hereinabove which is admitted by all of them to be true and correct to the best of their knowledge and belief and so they have put their respective signatures and verified and identified in the presence of witnesses signed hereinbelow.

WITNESSES :**VENDORS**

**M/s Shagun Associates
Partnership Firm through its
authorized GPA Holder & Partner**

**Gangaprasad s/o Rameshwar Toshniwal
R/o : Borban, Vazirabad, Nanded.**

PURCHASER

R/o : _____