AGREEMENT TO SELL OF SHOP/OFFICE

FOR RS. _____ ONLY

(RUPEES _____ ONLY)

MARKET VALUE RS. _____ ONLY

THIS **AGREEMENT TO SELL** is made on this _____ Day of_____20__,

BETWEEN

M/s SHEWALKAR DEVELOPERS LIMITED, a Company duly incorporated under the Companies Act, 1956, having it's Registered Office at 4th Floor, "Shewalkar Arcade", Laxmi Bhawan Square, West High Court Road, Dharampeth, Nagpur, (**Income Tax PAN AACCS 5285Q)** hereinafter called as **THE DEVELOPER (**which expression shall unless repugnant to the context or meaning thereof shall always mean and include its successors and assignees) of the **FIRST PART**.

AND

_____, (**Income Tax PAN** _____**)** Aged _____Years, Occupation- _____ resident of _____ hereinafter called as the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **PURCHASER**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assignees of the **SECOND PART**.

Whenever the Purchaser is a female, the expressions "he", "him", "himself" etc. in this Agreement in relation to the Purchaser shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Purchaser is a

Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Purchasers, the expression Purchaser in the Agreement shall be construed as including each of such Purchasers and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

That, the Developer has acquired the title over the property described below by virtue of various Sale Deeds, the details of which are as mentioned under :-

The First Sale Deed executed is for the land purchased from Vasant Co-operative Shetkari Gining and Pressing Factory Ltd. which is duly registered in the office of the Joint Sub-Registrar, Wani in Book No. 1, at Sr. No. 1123/2015 on 16/04/2015 for ALL THOSE pieces and parcels of lands containing by admeasurement 26,662.35 Sq. Mtrs. (OR 2,86,993.53 Sq. Ft.), being a portion of Nazul Plot No. 1, Sheet No. 3-C and containing by admeasurement 2566.44 Sq. Mtrs. (OR 27,625.16 Sq. Ft.), being a portion of Nazul Plot No. 6, Sheet No. 2-D thus totalling 29,228.79 Sq. Mtrs. (OR 3,14,618.31 Sq. Ft.), situated at Wani in Tahsil – WANI and District – YAVATMAL. Thereafter a Correction Deed was executed for rectifying some dimensional errors in the areas mentioned in the aforesaid Sale Deed. This Correction Deed is duly registered in the office of the Joint Sub-Registered, Wani at Sr. No. 1490/2016 at pages 1-17 on 12/05/2016.

The other sale deed is executed for the other portion of the same land comprising of ALL THAT Piece and Parcel of land containing by admeasurement 1654.12 Sq. Mtrs. (OR 17804.94 Sq. Ft.) comprising the SOUTH-EAST CORNER PORTION closely adjacent to the entire land bearing Nazul Plot No. 1 (One), Sheet No. 3-C, situated at Wani in Tahsil – WANI and District – YAVATMAL from Vasant Co-operative Shetkari Gining and Pressing Factory Ltd. by virtue of two Sale Deeds which are duly registered at the office of the Joint Sub-Registrar, Wani in Book No. 1, at Sr. No. 1890/2015 on 19/06/2015 and at Sr. No. 1491/2016 at pages 1-17 on 12/05/2016.

WHEREAS, the Developer have decided to develop the aforesaid lands into a COMMERCIAL/RESIDENTIAL ESTATE by constructing a township containing various clusters containing various Multistoried Buildings thereon consisting of various Apartments /Shops /Offices/Showrooms /Hospitals etc therein; in the name and style of **"Ram Shewalkar Parisar-The Business Park",** as shown in details in the map annexed herewith as Annexure-A.

WHEREAS, the Developer have accordingly prepared a Plan of such township with various clusters proposed to be constructed on the above said land and to be known and styled as **"Ram Shewalkar Parisar-The Business Park",** and the same is then duly sanctioned by the Town Planning Department and the Wani Municipal Council vide their sanction letter and plan No. 963 dated 14/08/2015.

AND WHEREAS, the Purchaser herein above-named has satisfied himself in respect of the Developer's entitlement to the said property of the aforesaid various lands;

AND WHEREAS, the Purchaser has also seen the Lay out Plan of the proposed township with various clusters and also the sanctioned plan for the same and have satisfied himself regarding the lay-out proposed and the duly accorded sanction to it.

AND WHEREAS, the Purchaser, after having fully acquainted and satisfied himself of the aforesaid facts, has expressed his desire of owning a **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township collectively known as "Ram Shewalkar Parisar-The Business Park"** for use with heritable and transferable rights therein and thus has approached the Developer and expressed his desire and willingness to purchase the Shop/Office.

AND WHEREAS, the said built-up premises are being constructed over the **Part- E**, i.e, "**AGNIMITRA CLUSTER"** of the entire land of **"Ram Shewalkar Parisar-The Business Park"**. This land is admeasuring about 29950 Sq. Ft. (2782.39 Sq. Mtr) and is bounded as under:

ON THE EAST	**-**	**Vasant Ginning and Pressing Factory Office**
ON THE WEST	**-**	**Internal Road of Ram Shewalkar Parisar**
ON THE NORTH	**-**	**Shrivatsa Cluster- Land Part-C of the Ram Shewalkar Parisar**
ON THE SOUTH	**-**	**ROAD OF NAGAR PARISHAD (18 Mtr. Wide DP Road)**

This land is described further in details in the Schedule-A of this Agreement and shown in details in the map annexed as Annexure-B to this Agreement. The said Part-E would be called as the said property hereinafter in this Agreement.

AND WHEREAS, considering his request and after detailed negotiations, the Developer has agreed to sell the said _____% undivided share of Part-E of this total land with the entire R.C.C. Superstructure comprising **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township collectively known as "Ram Shewalkar Parisar-The Business Park",** on the terms agreed as and recorded hereinafter:

NOW THEREFORE THIS AGREEEMENT WITNESS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THAT, Subject to the premises and covenants contained herein to be observed and in consideration of the Purchaser having agreed to pay the Basic Price and other costs and charges as stipulated herein, the Developer hereby agrees to SELL and the Purchaser agrees to BUY the **Shop/Office** TOGETHERWITH proportionate undivided share_____% in the said Part-E of the total land TOGETHER with **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township collectively known as "Ram Shewalkar Parisar-The Business Park",** which is described in detail in the Schedule "B'' written hereunder and shown in red colour in the Map annexed hereto as **ANNEXURE-D**, **TO HOLD THE SAME TO AND UNTO THE PURCHASER.**

2. THAT, the basic price for the said **Shop/Office No. _____** on _____ Floor of Super Built-up Area _____ Sq. Ft. (_____ Sq. Mtr) along with _____% undivided share in the said **"AGNIMITRA CLUSTER"** is agreed between the Developer and the Purchaser to be Rs. _____/- (Rupees_____)

3. (a) The basic price includes along with the Carpet/Built-up/Super Built-up area charges on account of external development charges (EDC), power back up, external electrification, peripheral development, etc.

   (b) The basic price does not include charges for following which shall be additionally payable as and when demanded by the Developer unless otherwise stated specifically in this agreement.

   (i) Stamp duty, Registration Fees and other incidental charges payable directly to the competent authority for registration and execution of Conveyance/Transfer Deed of the Shop/Office.
   (ii) Costs on installation of electricity meter, security deposit, Transformer charges etc.

(iii) Costs on installation of Water Meter, Security Deposits, and Connection charges etc.
(iv) Any levies, taxes like GST or any other levies/ taxes imposed by the Central or State Government or the local body.
(v) Charges in case of specifiable allotment of covered car parking space.

4. The basic price of Rs. _____/- (Rs. _____ _____) is hereby agreed to be paid by the Purchaser to the Developer in the following manner:-

MANNER OF PAYMENT:

Rs. _____	(Rupees _____) Only paid by the Purchaser to the Developer as earnest money by Cheque No._____, Dated _____ Drawn on _____ Bank, the receipt whereof is hereby acknowledged by the Developer as Earnest Money.
Rs. _____	(Rupees _____) only is hereby paid by the Purchaser to the Developer vide Cheque No._____, drawn on_____, dated_____ on execution of this Agreement.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of the Plinth Level of the **AGNIMITRA CLUSTER** Building.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on casting of Ground Floor Slab of the **AGNIMITRA CLUSTER** Building.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on casting of First Floor Slab of the **AGNIMITRA CLUSTER** Building.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on casting of Second Floor Slab of the **AGNIMITRA CLUSTER** Building.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of Brick Masonry of the chosen Shop/Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of the concealed electrical wiring of the chosen Shop/Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of the Internal Plaster of the chosen Shop/Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of the Flooring of the chosen Shop/Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on fixing of Rolling Steel Shutter to the chosen Shop/ Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on completion of the Internal Painting of the chosen Shop/Office.
Rs. _____	(Rupees_____) Only agreed to be paid by the Purchaser to the Developer on _____/

at the time of taking over the possession/ execution of the Sale Deed of the chosen Shop/Office.

Rs. _____(TOTAL RUPEES_____

_____ ONLY)

ALTERNATE MANNER OF PAYMENT:

S.No.	Manner of Payment	Amount
1	Paid at the time of execution of this Agreement vide Ch. No./P.O./D.D _____ dated _____ drawn on _____	_____/-
2	To be paid in _____ equal monthly installments from the date of agreement, on or before 10th day of each English Calendar month, commencing from _____	_____/-
3.	To be paid at the time of execution and registration of Sale deed	
	TOTAL	**_____/-**

(TOTAL RUPEES _____ _____)

5. That, all these payments shall be made by the Purchaser to the Developer through Demand drafts/cheques/RTGS's drawn in favour of **"M/s Shewalkar Developers Limited"**.

6. (a) THAT, the Purchaser shall adhere to the above manner of payment strictly, without any deviation and shall pay the agreed installments on or before the stipulated time. It is specifically agreed to and understood by the Purchaser that time mentioned in payment schedule is **OF THE ESSENCE OF THIS** agreement. However without prejudice to the aforesaid stipulation, the Developer in its absolute discretion may grant a grace period of three months only to the Purchaser provided the Purchaser requests in writing for the same to the Developer. On grant of such grace period, the Purchaser shall be liable to pay an interest at the rate of One Rupee per day per thousand on the defaulted amount for first month, One Rupee and Fifty Paise per day per thousand for the 2nd month and Two Rupees per day per thousand for the 3rd month to the Developer.

(b) THAT, It is further specifically agreed that, if the Purchaser does not pay or fails to pay the amount even in the grace period of these three months, then the present agreement shall IPSO FACTO come to an end to its entirety, without any further notice or reference to the Purchaser. In such event the Developer shall be at liberty to sell the said Shop/Office to any prospective buyer of its choice and the Developer shall return to the Purchaser the amount paid by him towards purchase of this **Shop/Office** which has been received by it from Purchaser till that date without any interest and out of the amount received from the prospective buyer after selling the said Shop/Office and after deducting 10% amount of the total cost of the said Shop/Office towards quantified liquidated damages. Similarly in case if the Developer grants any extension of time for payment of any installment beyond the stipulated grace period of these three months, the same shall not be construed as a waiver of any of the terms of this agreement and such further period shall also bear an interest of Two Rupees per day per thousand on the further default period.

(c) THAT, it is also specifically understood by the Purchaser that in no case the delay in securing sanction to the Housing or Commercial Loan, if any, applied for by her/him, shall not be a ground for non-payment of any of the installments on due stages.

(d) THAT, it is the clear understanding between the Purchaser and the Developer that the Developer shall be at full liberty to resell the said Shop/Office togetherwith the proportionate undivided proportionate share and interest in the said property to any other prospective buyer without any further intimation or notice to the Purchaser, in case of any default in payment by the Purchaser in the manner of the payment specified in the Clause-4 above.

7. THAT, the Purchaser has satisfied herself/himself with respect to the Developer's entitlement to the said property as good, valid and marketable and Purchaser has accepted the same.

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

9. THAT, the Developer shall erect and build the proposed Multistoried building consisting of various self contained separate Shops, Chambers and Office Premises therein strictly in accordance with the Plan as may be sanctioned by the Planning Authority and the specifications mentioned in Schedule-C appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities, Amenities shall however be provided by the Developer at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

10. THAT, the Developer has reserved their right to revise the Sanctioned Plan subject to approval of the Municipal Council/Town Planning Department.

11. THAT, the Developer shall not deliver the actual possession of the said **Shop/Office** to the Purchaser until the entire cost of construction including also the Legal Expenses, Stamp Duty and Registration Fees, Sales Tax/Turn Over Tax, GST or any other Tax etc. are paid by him in full to them.

12. THAT, the Developer 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 not enter into any building contract in respect of her/his Shop/Office with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Developer.

13. THAT, for the purpose of giving clear Title over the Shop/Office chosen by the Purchaser and each of the other buyers in the said building, the Developer has executed a Deed of Declaration under Section 2 of The Maharashtra Apartment Ownership Act, 1970 which is duly registered in the **Office of the Sub-Registrar, Wani** on **31st August, 2016** Vide Sr. No. **2486** and which is seen by the Purchaser and has been satisfied with the contents thereof. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

14. THAT, the Purchaser agrees 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

Shop/Office Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

15. THAT, the available open space, the common areas and common facilities as may be provided in the said Building shall be of common use to all the Shop/Office 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 Purchaser severally or jointly with any other Shop/Office/Showrooms/Hospitals Owner or Owners.

16. THAT, the available general amenities in the Part-D land of Library, Girls and Boys Hostel, Auditorium and Kavya-udyan shall be for the use of the all the Local Public of Wani and Resident and Commercial Owners of this township.

17. That, the Shop/Office Purchasers of **"AGNIMITRA CLUSTER"** shall not use the common amenities of any of the other Clusters which includes Swimming Pool, Garden and Children Play area, Society Office, Gym Room, Club Room, Games Room etc.. Only the Residential Apartment owners in the respective Clusters shall use the said common amenities.

18. That, two lifts are being provided to the Shop/Office Purchasers for their use. The lifts are to be maintained jointly by all the Purchasers. The maintenance cost for the lift of the entire complex shall be borne jointly by all the Purchasers.

19. THAT, the Purchaser hereby specifically agrees with the Developer that even after taking over the actual possession of the **Shop/Office** chosen by him, he will not object or prevent or obstruct the Developer in any way in carrying on and completing the work of other Shop/Office in the said building and keeping building materials on the available open land.

20. THAT, the Purchaser further agrees to pay to the Developer the Sales Tax, GST or any other Tax etc. if any, levied by Government of Maharashtra or Union of India on the sale of this **Shop/Office** cost of construction of the said Shop/Office or on the cost of Building materials used or the cost of land as the case may be and shall always keep the Builder/Developer indemnified against the same.

21. THAT, the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Shop/Office chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

22. THAT, the Developer shall deliver the actual possession of the Undivided share and interest in the said Plot Part-E i.e **"AGNIMITRA CLUSTER"** of land Togetherwith **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township collectively known as "Ram Shewalkar Parisar-The Business Park"** hereby agreed to be sold to the Purchaser or her/his nominee(s) by a Separate Possession Letter. The Purchaser shall not be entitled to occupy the said Shop/Office except and until the possession thereof is duly handed over by the Developer by issuing a possession letter in this regard. The possession of Purchaser in absence of such possession letter, over the said Shop/Office would be illegal and that of a **trespasser.**

23. THAT, the Developer do hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax/Turn Over Tax, GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, they 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 **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township**

collectively known as "Ram Shewalkar Parisar-The Business Park" in favour of the Purchaser or the nominee(s) appointed by her/him and get the same duly registered at her/his costs in accordance with the law in force provided the Purchaser shall have paid the entire agreed cost of construction of the Shop/Office chosen by her/him to the Developer. On Registration of such Sale Deed pursuant hereto, the Purchaser shall hold the said undivided share in the Plot of land jointly with the other co-owners thereof and the Shop/Office chosen by her/him exclusively with heritable and transferable rights therein.

24. THAT, it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as Schedule-C. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus one percent variation in dimensions shown in sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

25. THAT, the Developer shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Shop/Office and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Developer indemnified against the same. However the Developer shall use and install standard branded items in the said Shop/Office and they shall also see that they are properly working at the time of installation.

26. 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 address as described above.

27. THAT, the Purchaser undertakes to notify in writing any change in her/his address, mobile no. or e-mail id to the Developer.

28. 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 Two Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of Shop/Office, (C) To settle the Complaint regarding construction etc. The Parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators and the Panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding Arbitration, the Parties hereto specifically agree not to approach any court of law or Consumer Dispute Redressal Forum/ or any other Commission or Forum/Authority etc. without first availing the Arbitration Proceedings and in case if such proceedings are filed by either of the Parties without availing the Arbitration, then in such case such proceedings so filed would be null and void.

29. THAT, all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.

30. THAT, the terrace of the entire complex, terrace of all staircase towers, terrace of all lift machine rooms, and the terrace above all the over head tanks of the complex named and styled as **"AGNIMITRA CORPORATE COMPLEX" out of the township collectively known as "Ram Shewalkar Parisar"** shall be exclusively owned and

possessed by the Developer for ever for their own exclusive use and occupation and for renting them out for earning profits. The Developer shall have unfettered right and authority to display any type of board, neon signs, banner or/and any advertisement or install a satellite or mobile phone tower. The Developer shall have all the rights to Sale or let out these terraces to any person, institution, organisation, company of its choice and further shall be allowed to receive rent, license fees, profits or Sale price for the said area for which the Purchaser shall never be allowed and permitted to raise any objection or claim or ask for any returns, damages or compensation for the same from the Developer, the Purchaser do hereby forward his / her unconditional consent to the Developer for doing all the above stated acts. In case if the Developer sells this right on these terrace to any prospective buyer of its choice then in such case this prospective buyer shall have all these rights of the developer either to let out these terraces on rent or to Sell them to any of the buyers of its choice.

31. THAT, all the internal roads of the township of **"Ram Shewalkar Parisar-The Business Park" i.e. 'AGNIMITRA CLUSTER' Part E** of this Township shall be exclusively owned and possessed by the Developer for ever. All the owners of the Apartments and commercial premises of the various clusters in this township shall have to pay yearly maintenance charges to the Developer for the maintenance of these roads. The Developer is further entitled to sale its these rights on these roads to any other maintenance company and the Purchaser shall then have to give yearly maintenance costs to such new prospective buyer of these rights.

32. THAT, Shop/Office owner for the purpose of parking their vehicles shall use the parking and landscape area in the front portion of the project or rear side of the Agnimitra corporate commercial only i.e. on the land belonging to the Agnimitra Part-E land only.

33. THAT, the exclusive allotted covered parking area is not provided in the **"AGNIMITRA CLUSTER"**. However if the Purchasers want to park their vehicles in the allotted covered parking, they can buy the allotted parking of the adjoining **"REGHA CLUSTER"** and **"AMRUTZARI CLUSTER".** The Parking Slots in these covered Parking area are meant for Sale to the Apartment/Shop/Office Owners who are willing to purchase them. The Developer shall issue a separate allotment letter to such buyer who has purchased this covered parking. The Purchaser is aware that he shall not have any right or easement over these Parking slots and he is not entitled to park his vehicle over these allotted parking slots and if the Purchaser is willing to purchase slot out of these allotted parking then he should approach the Developer for the same and get the allotment letter for the desired slot in his favour. No other person/owner shall have right or easement over the exclusive allotted parking except for the owner/Purchaser to whom the allotted parking is sold by the Developer and he/she shall not park his/her vehicle over the said exclusive allotted parking area. Only the owner who purchases the allotted parking from the Developer shall be entitled to use the specific allotted parking granted to them.

34. THAT, the Developer reserves unconditional rights to erect any additional construction on the available open space or on the top or the terrace of the building, or otherwise also and in such contingency, the Purchaser shall not be entitled to obstruct or object for the same. It is further agreed and understood by the Purchaser that in the event of any increase in the permissible F. S. I. in relation to the said plot of land, there shall be an automatic proportionate reduction in the undivided proportionate share in land of the Purchaser and in such contingency the Purchaser shall not be entitled to claim the refund or damages from the Developer. Similarly the Developer shall also be entitled to utilise and use the said additional F. S. I. for additional construction and to sale the same to the prospective purchasers with facility to use and enjoy the available common areas and facilities.

35. THAT, the Purchaser shall not be entitled to erect any structure on the open space or terrace attached to its shop / office and use the same in any manner, causing inconvenience to the other purchasers.

36. THAT**,** the Purchaser is not entitled to let, sublet, transfer, assign until all the dues payable by the Purchaser to the Developer under this agreement are fully paid up and only if the Purchaser had not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has taken permission from the Developer for such transfer.

37. THAT**,** the Purchaser shall observe and perform all the rules and regulations, which the society or an association of **Shop/Office** may adopt at its inception and the addition, alteration or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the **Shop/Office** therein and from the observance and performance of the building rules and regulations and byelaws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the association of Shop/Office owners, regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this agreement.

38. THAT**,** even after the sale deed is executed the Purchaser shall not be allowed to make any additions or alterations in the R.C.C. structure of the Shop/Office as the same structure supports the construction on the upper floors also even for the other interior changes of Brick Masonry etc., the Purchaser shall not be entitled to execute such changes without the prior permission of Developer. In case the Purchaser makes or executes any alteration or addition without the prior permission of Developer, he / she shall be solely liable for the consequences thereof.

39. THAT**,** the Purchaser shall individually pay the corporation taxes, in respect of the property hereby agreed to be sold by Developer, from the date of its making assessment by Nagar Parishad, Wani. Similarly the Purchaser shall also pay cess, N.A. assessment or any other dues or outgoings in respect of the property hereby agreed to be sold, from the date of the assessment made by any competent authority.

40. THAT**,** the Purchaser shall not disturb the elevation of the building any time in future and shall take due care to maintain the decency of the elevation of the building / complex.

41. THAT**,** the Purchaser shall not use the **Shop/Office** for the purpose of running the liquor shop, Beer shop, gambling house, pub, bar or for storing the inflammable or the explosive substances, or for any illegal activity.

42. THAT**,** nothing contained in this Agreement shall be constructed nor shall be deemed as demise or transfer of the interest in the said **Shop/Office** or the schedule land or any portion of the land or building in favour of the Purchaser, or any other person, whatsoever. The covenants contained in this Agreement on the part of the Purchaser are enforceable not only against the Purchaser but in case of his demise, all heirs, legal representatives and against all his estate.

43. THAT, the title of the Developer over the said property shall remain undisturbed till the entire building is constructed thereon and the occupation of the Shop/Office therein, are made available for possession and are delivered to the respective buyers including the Purchaser.

44. THAT, all expenses on account of preparation of all kinds of documents, cost of Stamp Duty, Registration Fees and other charges payable in respect thereof have been agreed to be borne and paid by the Purchaser.

45. THAT, this Agreement is subject to the Jurisdiction of the Competent Civil Court at WANI.

SCHEDULE "A"

(Description of the Land referred above)

All that piece and parcel of land called **Part- E "AGNIMITRA CLUSTER" of the township collectively known as "Ram Shewalkar Parisar"** containing by admeasurement 29950 Sq. Ft. (2782.39 Sq. Mtr) being a part portion of Nazul Plot No. 1, Sheet No. 3-C, including all other easementary rights appurtenant and belonging thereto, situated at Wani in Tahsil – WANI and District – YAVATMAL which is shown in details in the map annexed herewith as Annexure-B and is bounded as under:-

ON THE EAST	**-**	**Internal Road of Ram Shewalkar Parisar**
ON THE WEST	**-**	**Snehgotri Cluster-A Land Part-G of the Ram Shewalkar Parisar**
ON THE NORTH	**-**	**Internal Road of Ram Shewalkar Parisar**
ON THE SOUTH	**-**	**ROAD OF NAGAR PARISHAD (18 Mtr. Wide DP Road)**

SCHEDULE "B"

(Description of Shop/Office chosen by PARTY NO. 2)

_____% undivided share and interest in all that piece and parcel of land described in Schedule 'A' together with all that RCC superstructure comprising of **Shop/Office No. _____ on _____ Floor in the "AGNIMITRA CLUSTER" out of the township collectively known as "Ram Shewalkar Parisar-The Business Park",** having total **Carpet Area of _____ Sq. Ft. (_____ Sq.Mtrs.) OR Built-up Area of _____ Sq. Ft. (_____ Sq.Mtrs.) OR Super Built-up Area of _____ Sq. Ft. (_____ Sq.Mtrs.) including the share in the common area and stair-cases.** The said **Shop/Office** is bounded as under:-

ON THE EAST	**-**	**.....**
ON THE WEST	**-**	**.....**
ON THE NORTH	**-**	**.....**
ON THE SOUTH	**-**	**.....**

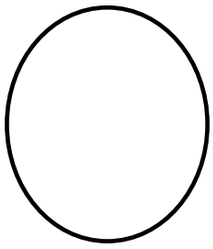
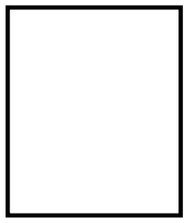
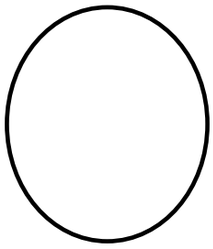
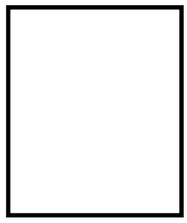
SCHEDULE "C"

General Specifications for Shop/Office

Structure	:	RCC Frame Structure.
Masonry	:	6" thick Burnt Brick Masonry Wall.
Plastering	:	Inside – Smooth Plaster with either niroo or touch up coat of putty Outside – Rough Sand Faced Plaster with bands & grooves etc. as per elevation design treatment.

Painting	:	Smooth Surface finishes and Oil bound distemper for all Walls.
Shutter	:	Perforated Rolling Steel Shutters.
Flooring	:	Vitrified tiles flooring for Shops and Corridors.
Electrification	:	Concealed Wiring.

IN WITNESS WHEREOF the DEVELOPER and the PURCHASER hereinabove named have set their respective hands and signed this AGREEMENT TO SELL in presence of the attesting witnesses on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH
01		
02		

FOR M/s. SHEWALKAR DEVELOPERS LIMITED

DIRECTOR
DEVELOPER

(_____)
PURCHASER

WITNESSES :

(1) Sign : _____
Name : _____
Address : _____
_____
Mobile/Phone No.-

(2) Sign : _____
Name : _____
Address : _____
_____
Mobile/Phone No.-