

AGREEMENT TO SALE

Govt. Valuation of the Shop / Office is Rs.	
Actual consideration of the Shop / Office is Rs.	

(Zone No. _____Rate Rs. _____/- sq. mtrs.)

INDENTURE OF THIS **AGREEMENT TO SALE OF SHOP / OFFICE NO. ____ ON_____ FLOOR** CONSTRUCTED IN "**JINDAL PRIDE**" IS MADE AND EXECUTED **AT JALNA**. THE SAID **SHOP / OFFICE NO. ____** SITUATED AT "**JINDAL PRIDE**" **PLOT NO. CTS NO. 15971, BEHIND GOLDEN JUBLIEE SCHOOL, JALNA,** AGREEMENT TO SALE OF SHOP / OFFICE NO. _____ IS REGISTERED WITH **SUB-REGISTRAR JALNA** ON _____ **DAY OF AUGUST 2018.**

BY

M/s. Jindal Prop. Builders & Developers LLP

(is Incorporated pursuant to section 12 (1) of the Limited Liability Partnership Act 2008).and its registered on 14/02/2014 vide **Registration No. AAC-0892, PAN No. AAJFJ9766F,** Having its office address at 29, New Mondha, Bus Stand Road, 1-1-2016, Raj Hotel Road, Near Jalna. 431203.

Through its Director

Shri. Manoj Jaibhagwan Jindal

Age : 26 years Occ.: Agri. & Business

R/o : Sambhaginagar, Jalna.

PAN NO. AMTPJ5061H; Aadhar Card No. : 3448 9172 9406

HEREINAFTER Referred to as **Builders & Developers / Sellers** (which expression shall mean & include all its LLP, Partners, signature authority, successors, executors, administrators, GPA Holders, plot owners, assignees.) **AND PARTY OF THE FIRST PART.**

AND

Mr. _____

Age : _____ Occu: _____

R/o. _____

Pan No. _____ Pin Code No. _____.

HEREINAFTER Referred to as **Purchaser/Executee** (which expression shall mean & include his/her successors, executors, singing authority, nominees, legal heirs assignees.) **AND PARTY OF THE SECOND PART.**

1. Title :

The said land S.No. No. 172, Total Adm. Area 8 Hector 48 R situated at Jalna Tq. & Dist. Jalna. The said land is mutated in the name of Jaiswal family by way of Court order in RCS No. 234/89. The area divided as per court decree the name of owner mutated their names Vide Mutation entry no. 4647 in Mutation register maintained by revenue authorities.

The land adm. area 1 H 50 R was previously owned and possessed by the Mr. Arun Prakash Jaiswal, who has sold the said land adm. Area 0 H 80 R to Mr. Ghanshyam Chunilal Goyal, Anil Banarasidas Jindal, Sunil Rampratap Jindal, Sow. Sunita Sunil Jindal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal through registered sale deed bearing no.1288/19.03.2009 and the sale deed has been executed before the Sub Registrar at Jalna. By virtue of the said sale deed the aforesaid property i.e. land S. no. 172 admeasuring area 0 Hectare 80 R came to be mutated in the name of Mr. Ghanshyam Chunilal Goyal, Anil Banarasidas Jindal, Sunil Rampratap Jindal, Sow.Sunita Sunil Jindal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal Vide Mutation entry in Mutation register maintained by revenue authorities.

In the year 2009 Anil Banarasidas Jindal has purchased the land adm. Area 0 Hector 14 R by way of registered Sale Deed No. 1289/2009 Dt. 20-03-2009 from Arun P. Jaiswal & others. and the sale deed has been executed before the Sub Registrar at Jalna. By virtue of the said sale deed the aforesaid property i.e. land S. no. 172 admeasuring area 0 Hectare 14 R came to be mutated in the name of Anil Banarasidas Jindal Vide Mutation entry in Mutation register maintained by revenue authorities.

That, one of the purchaser Mr.Anil Jindal expired and his legal heirs Smt. Anita, Nikhil & Shubham being legal heirs have been taken in place of Late Anil Jindal by mutation entry no. 4679 dt. 20.04.2009.

In the year 2013 Mr. Ghanshyam Chunilal Goyal, Anita Anil Jindal, Nikhil Anil Jindal, Shubham Anil Jindal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal purchased the land adm. Area 0 Hectar 20 R undivided share by way of registered Sale Deed No. 2092/2013 Dt. 21-05-2013 from Sunil R. Jindal & Sunita S. Jindal and the sale deed has been executed before the Sub Registrar at Jalna. By virtue of the said sale deed the aforesaid property i.e. land S. no. 172 admeasuring area 0 H 20 R came to be mutated in the name of Mr. Ghanshyam Chunilal Goyal, Anita Anil Jindal, Nikhil Anil Jindal, Shubham Anil Jindal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal Vide Mutation entry in Mutation register maintained by revenue authorities.

In the year 2015 Mr. Ghanshyam Chunilal Goyal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal purchased the land adm. Area 0 Hectar 09.11 R undivided share by way of registered Sale Deed No. 497/2015 Dt. 02-02-2015 from Anita Jindal, Nikhil & Shubham Anil Jindal and the sale deed has been executed before the Sub Registrar at Jalna. By virtue of the said sale deed the aforesaid property i.e. land S. no. 172 admeasuring area 0 Hectare 09.11 R came to be mutated in the name of Mr. Ghanshyam Chunilal Goyal, Arun Shrikishan Agrawal, Narendra Shrikishan Agrawal Vide Mutation entry in Mutation register maintained by revenue authorities.

Thereafter, in the year 2015 Mr. Arun Shrikishan Agrawal filed application for the correction of the area in 7/12 extract. As per application the area corrected as Mr. Ghanshyam Chunilal Goyal owned & possessed adm. Area 0 H 26 R 66.00 Sq.Mtr., Anita Anil Jindal, Nikhil Anil Jindal, Shubham Anil Jindal owned & possessed adm. Area 0 H 40 R 66.00 Sq.Mtr., Arun Shrikishan Agrawal & Narendra Shrikishan Agrawal owned & possessed adm. Area 0 H 26 R 66.00 Sq.Mtr., their names are mutated Vide Mutation entry no.8574 in Mutation register maintained by revenue authorities.

In the year 2018 Jindal Prop Builders & Developers LLP Through Director Manoj Jaibhagwan Jindal has purchased the said property Amenity Space undivided share of CTS No. 15971 (P)

adm. Area 1290.12 Sq.Mtr. from the Anita Anil Jindal, Nikhil Anil Jindal, Shubham Anil Jindal, Arun Shrikishan Agrawal & Narendra Shrikishan Agrawal by way of registered Sale Deed No.47/2018 dt.03.01.2018. Mr.Ghanshyam Chunilal Goyal has given the his consent to the sale deed and the sale deed has been executed before the Sub Registrar at Jalna. On the basis of the sale deed the purchaser i.e Jindal Prop Builders & Developers LLP through Director Manoj Jaibhagwan Jindal got mutated in the property card of the said property. On the basis of the above mentioned sale deed they became exclusively owner and possessor of the said property adm. area 1290.12 Sq.Mtr.

In the year 2018 Jindal Prop Builders & Developers LLP Through Director Manoj Jaibhagwan Jindal has purchased the said property Amenity Space undivided share of CTS No.15971 (P) adm. Area 645.06 Sq.Mtr. from the Mr.Ghanshyam Chunilal Goyal by way of registered Sale Deed No.3304/2018 dt. 16.05.2018. and the sale deed has been executed before the Sub Registrar at Jalna. On the basis of the sale deed the purchaser i.e Jindal Prop Builders & Developers LLP through Director Manoj Jaibhagwan Jindal got mutated in the property card of the said property. On the basis of the above mentioned sale deed they became exclusively owner and possessor of the said property adm. area 645.06 Sq.Mtr.

Jindal Prop Builders & Developers LLP Through Director Manoj Jaibhagwan Jindal & Ghansham Goyal has obtain the construction permission for the construction of the complex on dt. 17-05-2018 vide permission no. 342/2018.

2. N. A. Permission :

WHEREAS, N.A. of this land under section 42-A (1) of Maharashtra Land revenue code 1966 for residential purpose, which order has been sanctioned by collector Jalna in order No. 2016/MSK/LND/CR-61/2015 Dt. 26.04.2017.

3. Registration of LLP :

WHEREAS, Shri. Manoj Jaibhagwan Jindal ,Shri. Nikhil Anil Jindal, Gopal Naresh Jindal & Ghansham Chunnilal Goyal have decided to carry out construction of the commercial complex under the banner and title name of Jindal Prop. Builders And Developers

LLP and its registered U/sec 12 (1) of the Limited Liability Partnership Act 2008 vide Registration No. AAC-0892 dated 14/02/2014. Subsequently, agreement of Limited Liability Partnership made between the parties on 14/02/2014.

4. Layout Permission :

WHEREAS, Layout Permission of the Land of Survey No. 172 approved by the Town Planning Municipal Council Jalna on 22/12/2016 vide permission No. 7811-2016. In this layout consists of 27 plots.

5. Mutation in the P. R. Card :

WHEREAS, After approval of the layout plan its approved plots recorded in the City Survey Record vide Mutation Entry No. 36690.

6. Plots purchased by:

WHEREAS, Jindal Prop. Builders and Developers LLP have purchased following plots from the following parties as per details given hereunder.

Sr. No	Name of Sellers	CTS No.	Area in sq. mtrs.	Date of Sale Deed	Reg. No.	In Favour of
1	i) Anitadevi Anil Jindal, ii) Nikhil Anil Jindal iii) Shubham Anil Jindal iv) Arun Shrikisan Agrawal v) Narendra Shrikisan Agrawal	15971	1290.12	03.01.2018	47/2018	Jindal Prop Builders & Developers LLP
2	Ghansham Chunnilal Goyal	15971	645.06	16.05.2018	3304/2018	Jindal Prop Builders and Developers LLP

7. Title Report :

WHEREAS, Partners of Jindal Prop. Builders and Developers LLP has obtained title verification report of the Plot No. CTS No. 15971 from 1989 to 2018 for the period of 30 years through Advocate Roshan H. Golecha on 07/08/2018. In his report the said Property is free from all encumbrances and having clear title.

8. Appointment of Architect :

WHEREAS, Partners of Jindal Prop. Builders and Developers LLP has appointed Architect to Shrikant H. Mahajan having his address at 35, Udan Complex, Jalna.

9. Appointment of the Structural Engineer :

WHEREAS Jindal Prop. Builders and Developers LLP have appointed Structural Engineer to Shriniwas Karanjikar having his office address at Garkheda, Aurangabad.

10. Taxes and Dues :

WHEREAS, Partners of Jindal Prop. Builders and Developers LLP have responsible to pay taxes of the Municipal Council or any other charges applicable to the said Property, as on date of the sale deed executed in favour of the purchasers.

11. Building Permission :

WHEREAS, The Architect of Jindal Prop Builders and Developers LLP have submitted building plan for approval with Municipal Council Jalna and its approved on 17/05/2018 vide File No. PBCAR/249/2018 and Permission No. 342/2018. And building plan approved by the Town Planner Municipal Council Jalna and chief officer Municipal Council Jalna.

12. Deed of Declaration :

WHEREAS Jindal Prop. Builders and Developers LLP have executed deed of declaration under the provision of MOFA Act, 1963 Section 2 (a) of the Maharashtra Apartment Ownership Act, 1970 is merged in the MOFA Act, 1963. And deed of declarations is registered with Sub-Registrar Jalna on 14/08/2018 vide Reg. No. 3090-2018. In this declaration the Partners of LLP have declared to construct 17 shops on lower floor, 17 shops on ground floor, 17 shops on first floor and 11 Shops on second floor. Altogether 62 units.

13. Loan and Mortgage :

WHEREAS The Partners of Jindal Prop. Builders & Developers LLP have under take they have not obtained project loan from any bank for construction of the Jindal Pride. The Partners also undertake the scheduled Property including the buildings not mortgaged by them against loan or surety to any bank.

14. Registration of Project :

WHEREAS, the Partners of Jindal Prop. Builders and Developers LLP hereby declare Jindal Pride is registered under the Maharashtra RERA Act, 2016 U/sec. 3 (i). Vide Reg. No. _____ Dated _____.

15. State of Constructions :

WHEREAS, the Partners of Jindal Prop. Builders and Developers hereby declare construction of the commercial complex of Jindal Pride is already started and it will be completed within 36 months from the date of this agreement to sale.

16. Deal for Sale :

WHEREAS, Mr. / Mrs. _____ has approached to the Partners of LLP and expressed his / her intention to purchase Shop / Office No. _____ on _____ Floor _____ admeasuring _____ sq. mtrs. area of boxes _____ sq. mtrs. balconies _____ sq. mtrs. and Proposinate shares in the land. The Partners of Jindal Prop. Builders and Developers LLP also desire to sale Shop / Office No. _____ to the purchaser both the parties have negotiated and consideration of the Shop / Office No. _____ finalised for the total amount of Rs. _____/- (In Words Rupees _____ Only).

17. Satisfaction of the purchaser :

WHEREAS, Partners of LLP provided all relevant document to the purchasers including title report, sanction plan, list of specification amenities, fixtures and fittings. The purchaser has verified the title, and all the details of the purchased Property and after his full satisfaction signed this agreement to sale as party of the second part.

18. Specification :

WHEREAS Partners of Jindal Prop. Builders and Developers LLP hereby declare to construct the Shop / Office No. _____ approved plan. List of the specifications provided to the purchaser and enclosed as Annexure – "A" with this agreement to sale.

19. Amenities :

WHEREAS, the Partners of LLP here by agree to provide amenities to the purchaser as Annexure "B" enclosed with this agreement to sale.

20. Parking :

WHEREAS, The Partners of Jindal Prop. Builders and Developers LLP have agreed to provide parking to the purchaser as per demarcated map as per Annexure "C" enclosed here with.

21. Assurance of the Partners :

WHEREAS, Jindal Prop. Builders and Developers LLP hereby assured the purchaser that, Shop / Office No. _____ is having clear title and it is free from dispute, litigation, liabilities, charges, prior to this Shop / Office No. _____not transfer, allotted, sale to any other party.

22. Time Limit :

WHEREAS Jindal Prop. Builders and Developers LLP hereby undertake to complete the construction of building in all respect in ready possession within 36 months from the date of these agreement to sale, if LLP failures to complete the construction of building within 36 months from the date of these agreement to sale, Jindal Prop. Builders and Developers LLP have agreed to pay 10% interest to the Shop / Office purchaser on actual received amount.

23. Payment Stage :

WHEREAS, The Shop / Office purchaser has agreed to pay full and final payment to the Jindal Prop. Builders and Developers LLP as per payment stage against consideration of Shop / Office No. _____ as per details given hereunder :

Sr. No.	Particular	Percentage
01	At the time of booking/ agreement to sale	20%
02	on completion of lower floor slab	20%
03	completion of ground floor Slab	20%
04	completion of first floor slab	20%
05	completion of second floor slab	10%
06	at the time of sale deed/ possession	10%
Total		100%

Note : 1) The payment stage as per above schedule shall be charge on actual consideration of Shop / Office .

2) The above payment schedule may change with prior mutual understanding of Customer and Builders.

24. Payment Schedule :

WHEREAS The Shop / Office purchaser has agreed to pay full and final payment to the Jindal Prop. Builders and Developers LLP toward consideration of the Shop / Office No. _____ as per detailed described hereunder :

Sr. No.	Date	Cheque No.	Bank Name	Amount
Total (Rs. _____ Only)				

25. Interest from Defaulter :

WHEREAS After receipts of the advance, part payment from the Shop / Office purchaser or after entered into agreement to sale with purchaser. If Shop / Office purchaser failure to pay his/her installment an according to the payment stage as per above schedule of this agreement to sale or as per committed in this agreement to sale. In this circumstances the Jindal Prop. Builders and Developers LLP are entitle to charge 10% interest from the defaulter on late days, on the balance amount to be received from the Shop / Office purchaser, that rate of interest shall be calculated as per rate of interest charge by state bank of India. The Jindal Prop. Builders and Developers LLP also entitle to charge 2% additional interest from the defaulter as penalty.

26. Validity of Agreement to Sale :

WHEREAS If Shop / Office purchaser failure to pay total amount to the director of LLP as per commitment of Agreement to Sale or within 60 days from the date of first notice. Then validity of this agreement to sale shall be stand as null & void, the Jindal Prop. Builders and Developers LLP shall be entitled to sale allotted Shop / Office of the defaulter to any other party without his consent.

The Jindal Prop. Builders and Developers LLP hereby agreed to refund actual received amount to the Shop / Office purchaser after 10% deduction without any interest and after re-sale of same Shop / Office to the other party.

27. Benefits of the Agreement :

WHEREAS This agreement to sale is made between the Jindal Prop. Builders and Developers LLP and purchaser, the purchaser cannot sale/transfer/lease Shop / Office No. ____ to any other party without consent of the Jindal Prop. Builders and Developers LLP. After receipt of the full and final payment, the Shop / Office purchaser is having liberty to sale under purchased Shop / Office to any other party.

28. Beyond Control :

WHEREAS, after registration of agreement to sale of Shop / Office No. ____ due to any natural calamity by god, natural calamity like earthquake, fire, flood or any emergency, building material ban by the local/state/central authority which will be beyond control of the Jindal Prop. Builders and Developers LLP. In this circumstances, the Jindal Prop. Builders and Developers LLP will not responsible to complete the project within time limit as per committed in the agreement. In this circumstances the Jindal Prop. Builders and Developers LLP will not responsible to pay any interest or compensation to the Shop / Office purchaser.

29. Stamp Duty :

WHEREAS the Shop / Office purchaser is responsible to pay stamp duty, registration fees and legal charges of this agreement to sale and sale deed.

30. Government Fees & Charges:

WHEREAS the Shop / Office purchaser is responsible to pay local body fees, State Govt. Fees & Central Govt. Fees or charges as per the amendment and changes in the law/Act/Rule time to time

31. Additional Work:

WHEREAS the Shop / Office purchaser desire to change fixtures, fittings, specifications, amenities, brand prior to the list provided with agreement to sale, it will be called as additional work. For any additional work, the Shop / Office purchaser should pay

additional amount on account of Jindal Prop. Builders and Developers LLP Or "**Jindal Pride**" as per estimated cost of the additional work.

32. Modification & Changes:

WHEREAS the Shop / Office purchaser hereby authorized the Jindal Prop. Builders and Developers LLP to do necessary modification and changes in "**Jindal Pride**" to make beatification and decorative of the buildings and provide amenities and specification to the Shop/ office purchasers. The Shop / Office purchasers also giving his / her consent to obtain revised building permission and completion from the Municipal Council Jalna.

33. Intimation to the purchaser:

WHEREAS Jindal Prop. Builders and Developers LLP hereby declare after completion of the construction of "**Jindal Pride**" in all respect, in complete manner or in ready possession, the Partners shall be informed to the Shop / Office purchaser to take inspection of the Shop / Office and submit his or her grievances of incomplete work, if any work remain on the day of visit of shop / shop or after written intimation or complaint of the Shop / Office purchasers, The Jindal Prop. Builders and Developers LLP have agreed to complete incomplete work before delivering possession to the Shop / Office to the purchaser

34. Government Fees :

WHEREAS The Shop / Office purchaser is responsible to pay any other charges payable to the Govt. of Maharashtra, Govt. of India local body like GST or any other tax amended or implemented time to time by the Govt. of local authority.

35. Insurance:

WHEREAS after allotment of the Shop / Office till completion of the building the Jindal Prop. Builders and Developers LLP have agreed to take insurance of the buildings and after sale deed it will be transferred to the Shop / Office purchasers, The Shop / Office purchaser will be responsible to pay further premium of the insurance from the date of the sale deed pertaining to the purchase Shop / Office.

36. Sinking Fund:

WHEREAS It is responsibility of the Shop / Office purchaser to pay Sinking Fund additional to the consideration of Shop / Office . That sinking fund shall be calculated on the base of carpet area X Proposed average expenses to be required in future for maintenance of the Buildings. That sinking fund shall be deposited on account of Jindal Prop. Builders and Developers LLP or in the name of Jindal Pride & it will be refunded/ transferred on account of apartment association or society after formation. That, from interest on deposited amount, the Jindal Prop. Builders and Developers LLP have agreed to carry out maintenance of the building.

37. MSEB Charges :

WHEREAS the Shop / Office/ purchaser are responsible to pay DP charges, Meter Charges & Connection Charges to the Partners of LLP.

38. Membership Fees:

WHEREAS the purchaser here by agree to pay entrance Fees, shares, registration charges for the formation of the society/association.

39. Common Contribution:

WHEREAS the Shop / Office purchaser is responsible to pay common contribution for common water charges, common electricity charges, lift maintenance charges, cleaning and house keeping charges, security charges, management charges regularly and punctually on due date.

40. Taxes and Charges:

WHEREAS The Shop / Office purchaser shall be liable to pay the taxes assessed to his / her respective Shop / Office and it is the duty of the Shop / Office purchaser to get his / her unit assessed from the Municipal Council, Jalna. If any Shop / Office purchaser failure to comply with any such provision and decision or resolution shall be ground for an action to recover sum, dues, for damages or for injunctive relief with interest and penalty from the Shop / Office purchaser.

41. Possession:

WHEREAS After completion of the building in all respect & after receipt of the full & final payment from the Shop/ office purchaser, the Jindal Prop. Builders and Developers LLP have agreed delivered possession of Shop / Office No. _____ on _____ Floor admeasuring _____ sq. mtrs. carpet (including outer wall to outer wall,) balcony _____ sq. mtr. box _____ sq. mtr. along with Prop.ortionate area of the plot is equivalent carpet area of Shop / office.

42. Sale Deed:

WHEREAS After completion of the "**Jindal Pride**" & after receipt of the full & final payment from the Shop / Office purchaser, the Partners of LLP have agreed to execute sale deed of Shop / Office No. _____ in favour of the Shop / Office purchaser.

43. Un-divided Property:

WHEREAS frame structure of the building /complex cannot divided or separate. The foundation, column, beam, girders, supports, main wall, common wall, roof, corridor, lobby, staircase, vase, fire escapes, entrance & exit of the complex, Shop / Office are undivided Property. That, any separation or division which will be damage to the frame structure of Shop / Office & Complex /building. The Shop / Office purchaser strictly restricted not to do any partition or separation of the frame structure.

44. Individual Right:

WHEREAS, That constructed complex called "**Jindal Pride**", the Shop / Office purchaser shall share equal right in the common facilities, common premises.

Within the boundary of the '**Jindal Pride**'. Each Shop / Office constituting heritable and transferable immovable rights in the schedule Property, within the meaning of any law for the time being in force in the State of Maharashtra. The Shop / Office purchaser has liberty to enjoy his / her rights & possession of the purchased Shop / Office forever & together as long as his / her name recorded in the record of co-op. society or apartment association.

45. Formation of Apartment Association:

WHEREAS After dispose off 51% Shop / Office, the Jindal Prop. Builders and Developers LLP have agreed to take initiative for formation of the apartment association or co-op. housing society U/s. 10(1) of MOFA Act 1963 subject to condition the Shop / Office & Shop/office purchasers should co-operate to the Jindal Prop. Builders and Developers LLP to provide details, sign the forms & applications for registration of apartment association/co.- op. housing society

46. Conveyance Deed:

WHEREAS After formation of the co.-op. housing society or apartment association, the Jindal Prop. Builders and Developers LLP have agreed to execute conveyance deed U/s. 11 of the MOFA Act 1963 and the Maharashtra RERA Act, 2016 U/s. 4 (f) within the time limit

47. Use of the Property:

WHEREAS Shop / Office purchaser shall be use and enjoy the possession of Shop / Office No. ____ for peaceful business residential / commercial purpose. That, any changes of the use with prior permission of the Jindal Prop. Builders and Developers LLP as well as Municipal Council and Apartment Association/Co-op housing society.

48. Restriction :

WHEREAS The Shop / Office purchaser shall be strictly restricted for hammering, digging, drilling, knocking or breaking a common wall above and below flooring of the Shop / Office or units between two blocks without consent of the adjacent owner or managing committee/ apartment association.

The Shop / Office purchaser strictly restricted not to encroach or construct additional construction on open margin of the building. That, any type of nuisance will create by any occupiers, Shop / Office purchaser, tenants residing/using in the same apartments, the managing committee has right to take action against the person and charge the penalty. That general and restricted common areas & facilities shall remain undivided & no occupier shall bring any action for partition or division thereof. The Shop /

Office purchaser not allow to change elevation of the building. That outside colour of the building Shop / Office should be maintained common. The Shop / Office purchaser shall abide, observe & follow the necessary instruction recorded in this declaration & minutes of the Managing Committee & General Body Meeting.

i) Open Margin Area of the building, passage, stair case, terrace, margin space of the building, parking shall keep free for entrance or use for the occupiers, owners, tenants or possessors.

ii) That, water connection shall be common if its obtained in individual name it will be used and utilize for the common purpose. That, from ground floor storage tank, water shall be lifted to the top floor water tank and from their provided to the all Shop / Office purchaser, subject to condition they should contribute expenses for water charges and electricity bill. individual Shop / Office purchaser will not allow to make individual water tank on ground floor & terrace.

iii) That each Shop / Office purchaser is responsible to obtained meter and electrical connection from his / her contribution. That expenses DP Charges, Service line and installation charges shall born by the individual Shop / Office purchaser.

iv) The Shop / Office purchaser, member, possessor, occupier should take care to maintain beauty & decorum of the apartments and entire building known as "**Jindal Pride**". That, while fixing antenna, dish TV on top floor, The Shop / Office purchaser shall be restricted to lay down cable from top floor to bottom at Prop.er place only which will be provide by the Jindal Prop. Builders and Developers LLP before formation of the apartment association Or society and after formation of the apartment association / society the committee take decision.

49. Risk/Liabilities of the Director :

WHEREAS After execution of conveyance deed in favour of the apartment association/society, The Jindal Prop. Builders and Developers LLP will not responsible for maintenance of the building. regarding the major damage, poor structure, major cracks, poor quality material, major leakage in the Shop / Office,

its responsibility will be fixed on parties on the base of structural engineer report. If the Jindal Prop. Builders and Developers LLP fault, in this circumstances the Jindal Prop. Builders and Developers LLP will be liable to do all the expenses for compliance of fault from their contribution. That any damage create to the structure of building because of natural calamity or fault of the user the Jindal Prop. Builders and Developers LLP will not responsible & answerable. That after due date the Jindal Prop. Builders and Developers LLP will not responsible for any damage, loss of human life, accident Or building damage due to beyond control of the Jindal Prop. Builders and Developers LLP due to natural calamity or natural disaster.

50. Unsold Right :

WHEREAS after formation of the society/association, the Jindal Prop. Builders and Developers LLP have liberty to sale transfer, mortgage their unsold unit to any other party without permission of the society/apartment association. The society/apartment association can not charge any additional amount, contribution or levy from the Jindal Prop. Builders and Developers LLP while dispose of unsold unit to the respective purchasers. Similarly, for sale of the unsold unit permission of the apartment association or society not applicable to the Jindal Prop. Builders and Developers LLP.

51. Lift :

WHEREAS The Shop / Office purchasers/owners/users are responsible pay lift maintenance charges regularly and punctually to the society.

53. Document :

WHEREAS, Jindal Prop. Builders and Developers LLP have provided all necessary documents to the Shop/office purchasers defined in the Maharashtra RERA Act, 2016 U/s. 19 sub-section 1 to 11.

THIS **AGREEMENT TO SALE** WITNESSES & IT IS HEREBY AGREED BY
& BETWEEN THE PARTIES HERETO AS FOLLOWS :

- i) The Shop / Office purchaser committing default in payment on due date to the Jindal Prop. Builders and Developers LLP against the value of Shop / Office No. _____, then it will be contempt as breach of contract of this agreement.
- ii) The Jindal Prop. Builders and Developers LLP shall be entitled and they have option to terminate this agreement on ground of default of payment by Shop / Office purchaser after 60 days from the date of first notice. Provided that power of termination shall not be exercised by the Jindal Prop. Builders and Developers LLP before due date or giving any opportunity to the Shop / Office purchaser.
- iii) The Shop / Office purchaser not to do or permit to be done any act or thing, which may render void or voidable any insurance of the said building in which the said Shop / Office is situated or any part thereof or any increase premium shall become payable in respect of the insurance.
- iv) The Shop / Office purchaser herein shall observe, abide & perform all rules & regulations, which society or association of apartment owners may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building & the said Shop / Office therein & for observance & performance of the building, rules & regulations.
- v) That, the draft of this agreement to sale provided to the Shop / Office purchaser in advance, to read its, translated in their mother tongue & after their satisfaction entered into this agreement to sale.

THAT RECITALS MENTIONED HEREIN ABOVE ARE CORRECT AND NOTHING IS FALSE :

Schedule of the Property - I

Plot CTS No. 15971 admeasuring 1935.18 sq. mtrs. On said plot constructed commercial complex known and called as "**Jindal Pride**". In this complex having 17 shops on Lower Floor, 17 shops on Ground Floor, 17 shops of First Floor, and 11 shops on Second Floor. **Proposed "Jindal Pride" situated at CTS No. 15971, Behind Golden Jubilee School, Jalna.**

Boundaries

East : Plot no. 58 to 63
West : 15 mtr D.P.Road
North : 15 mtr D.P.Road
South : Plot no. 68

Schedule III of Shop / Office

That, Shop / Office No. ____ on Floor _____ admeasuring _____ sq. mtrs. carpet, (including outer wall to outer wall)_____ sq. mtrs. balcony _____ boxes_____ with Prop.ortionate area of the plot constructed in "**Jindal Pride**" situated at Station Road, Jalna.

Boundaries of Shop / Office

East - -
West - -
North - -
South - -

IN WITNESSES WHERE OF THE PARTIES HERE TO HAVE UNTO SET AND DESCRIBED THEIR RESPECTIVE HANDS AND SEAL ON ____th **DAY OF** _____ **2018.**

M/s. Jindal Prop. Builders & Developers LLP
Through its Director

Shri. Manoj Jaibhagwan Jindal
(Builders & Developers / Sellers)
PARTY OF THE FIRST PART.

Mr. / Mrs. _____
(Purchaser/Executee)
PARTY OF THE SECOND PART

WITNESSES :

1) Mr. _____
Age : _____ years, Occu : _____
R/o. _____

2) Mr. _____
Age : _____ years, Occu : _____
R/o. _____

**Specification –Annexure – A
(Details of Materials)**

Products	Company
Construction Steel	KALIKA STEELS
Cement	Coromandal - OPC/PPC RAMCO OPC/PPC
	Birla A1 - OPC/PPC
Lighting Equipments	
1) Conduit	Diamond, Modi
Conduit, Deep Box	
Junction Box1 Way, 2Way, 3Way, 4Way	
Connector For Conduit	
Bends	
2) Boxes	Jyoti / National
Fan Boxes	
Metal box 2 Module, 4 module, 6 Module,	
8 module, 12 module, 16 module	
3) Wires	Anchor/Indo
4) Cables	Polycab / Mahaveer/Anchor
5) MCB	L & T / Anchor /Kolars/Legrand
6) Bus Bars	Esses, Puja,ESCO,L&T
Water Pump	Texmo Industries
7) Interior	
Putty	Barger Besic Putty/Asian /JK Putty
Primer	Asian Paint Ind./Berger Paint Ind./Yashoda Paint Ind.
Emulsion Paint	Tractor Emulsion
Exterior	
Emulsion Paint	Ace/ Apex/Ultima
8) Plumbing & Fitting	Ashirvad/ Raksha/Prince/Supreme
CPVC Pipe, UPVC Pipe	
SWR Pipe, SWR Fittings	
CPVC Fitting, UPVC Fitting	
9) EWC, Orissan Pan, Washbassin	Simpolo/Hindustan
10) Toti, Push Cock, Flush Cock,	EssEss By Asian Paint`s / L&K
Flore Tiles	City Tiles/Aries/Latino/Aqua
Wall Tiles	Perth/Shiv Cera/Arix/Bon-7/Alik

General Specification – Annexure – "B"

- 1) Structure: Standard RCC framed Structure of high qualities.
- 2) Masonry: External 6" & Internal 4" thick walls.
- 3) Plaster: External wall in sand face plaster. Internal walls sanla.
- 4) Plumbing: Concealed plumbing with quality Sanitary ware
- 5) Electrification: Standard Concealed electrification
- 6) Doors : M.S.Shutters

Annexure – "C"

- a) Maharashtra Government Taxes / Fees
- b) Central Government Taxes / Fees
- c) Local Body Taxes / Fees

Annexure – "D"

- a) D. P. Charges.

Annexure – "E"

- a) Membership Fees
- b) Shares
- c) Deposit
- d) Fund

Annexure – "F"

- a) Legal Charges for formation of the society
- b) Legal Charges of Conveyance Deed
- c) Legal Charges of Agreement To Sale
- d) Legal Charges of Sale Deed

Annexure – "G"

- a) Stamp Duty and Registration Fees

Annexure – "H"

- a) Documents to the purchasers.
 - i) P. R. Card Latest
 - ii) Sale Deed of the Plots (Xerox)
 - iii) N. A. Order (Xerox)
 - iv) Layout Plan (Xerox)
 - v) Building Plan (Xerox)
 - vi) Building Permission (Xerox)
 - vii) NOC for loan
 - viii) Deed of Declaration (Xerox)

Project By
M/s. Jindal Prop. Builders & Developers LLP
"Jindal Pride"

AGREEMENT TO SALE

Shop / Office No. _____

Floor No. _____

Name of the purchaser _____