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"श्री"

AGREEMENT TO SELL

FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this Day of APRIL 2017, **BETWEEN :**

(1) SHRI. RAMRAO S/o BAPURAOJI KHELKAR, Aged about 61 Years, Occupation - Retired, Resident of Plot No. 154, Bajrang Nagar, Manewada Road, Nagpur-440027, Tahsil and District - NAGPUR **{PAN - ACKPK2090E}, (2) SHRI. PRADIP S/o VASANTRAOJI WANKHEDE**, Aged about 32 Years, Occupation - Business, Resident of House No. 1, Near Hanuman Mandir, Besa, Nagpur-440034, Tahsil - Nagpur (Gramin), District - NAGPUR, **{PAN - ABEPW6383K}, (3) SHRI. ANIL S/o SHRIHARI DHONE**, Aged about 41 Years, Occupation - Service, **{PAN - AGZPD2223R}, (4) MRS. VAISHALI W/o ANIL DHONE**, Aged about 38 Years, Occupation - Service, **{PAN - CFSPD1600Q}**, Nos. 3 & 4 Residents of Besa, Nagpur, Tahsil - (Gramin) District - NAGPUR, All Acting through their duly constituted Attorney **M/s. SANYOG CONSTRUCTION CO.**, A Partnership Firm, having its office at Quarter No. 1, Tidaware Housing Society, New Subhedar Layout, Nagpur-440024, Acting through its **Authorised Partners (1) SHRI. HITENDRA S/o KAILASHNATH MOON**, Aged about 43 Years, Occupation - Business, Resident of Quarter

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No. 1, Thaware Housing Society, New Subhedar Layout, Nagpur-440024, Tahsil and District - NAGPUR, **(2) SHRI. GANESH S/o ANANDRAO AMBONE**, Aged about 42 Years, Occupation - Business, Resident of Plot No. 65, Unnati Park, Pipla-Besa Road, Besa, Nagpur - 440034, Tahsil - Nagpur (Rural), District - NAGPUR, hereinafter called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

SHRI./MRS. _____, Aged about _____ Years, Occupation - _____, Resident of _____ Nagpur- _____, Tahsil and District - NAGPUR, hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as, his/her heirs, legal representative, executors, successors and assigns of the **SECOND PART. {PAN - _____}**

AND

M/s. SANYOG CONSTRUCTION CO., A Partnership Firm, having its office at Quarter No. 1, Thaware Housing Society, New Subhedar Layout, Nagpur-440024, Acting through its **Authorised Partners - (1) SHRI. HITENDRA S/o KAILASHNATH MOON**, Aged about 43 Years, Occupation - Business, Resident of Quarter No. 1, Thaware Housing Society, New Subhedar Layout, Nagpur-440024, Tahsil and District - NAGPUR, **(2) SHRI. GANESH S/o ANANDRAO AMBONE**, Aged about 42 Years, Occupation - Business, Resident of Plot No. 65, Unnati Park, Pipla-Besa Road, Besa, Nagpur - 440034, Tahsil - Nagpur (Rural), District - NAGPUR, hereinafter called the **VENDOR**, which expression shall unless repugna, hereinafter called the **CONFIRMING PARTY**, which expression shall unless recugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS**, as well as its

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respective, legal representatives, executors, administrators, successors and assigns of the **THIRD PART. {PAN – ACWFS8575N}**

WHEREAS, ALL THAT Piece and Parcel of land bearing **Grampanchayat House No. 1 (Southern Part)**, containing by admeasurements about 167.28 Sq. Mtrs., (OR 1800 Sq. Ft.), bearing P.H. No. 38-A of **MOUZA – BESA**, situated at Village - Besa within the limits of the Gat Grampanchayat - Besa (Beltarodi), Ward No. 5, in Tahsil – Nagpur (Rural), District – NAGPUR, belongs to Smt. Ramrao Bapurao Khekar, the Vendor No. 1 named hereinabove, having purchased the same by him from Shri. Vasanta Morbaji Wankhede, by a Sale Deed Dated 30/4/2014, which is duly registered in the office of the Joint Sub Registrar Nagpur Gramin-10, in Book No. 1, at Sr. No. 4441 on even date; AND

WHEREAS, ALL THAT Piece and Parcel of land bearing **Grampanchayat House No. 1 (Northern Part)**, containing by admeasurements about 161.71 Sq. Mtrs., (OR 1740 Sq. Ft.), bearing P.H. No. 38-A of **MOUZA – BESA**, situated at Village - Besa within the limits of the Gat Grampanchayat - Besa (Beltarodi), Ward No. 5, in Tahsil – Nagpur (Rural), District – NAGPUR, belongs to Smt. Pradip Vasantrao Wankhede, the Vendor No. 2 named hereinabove, having purchased the same by him from Shri. Vasanta Morbaji Wankhede, by a Sale Deed Dated 30/4/2014, which is duly registered in the office of the Joint Sub Registrar Nagpur Gramin-10, in Book No. 1, at Sr. No. 4442 on even date; AND

WHEREAS, ALL THAT Piece and Parcel of land bearing **Grampanchayat House No. 73 (New) {18 (Old)}**, containing by admeasurements about 183.01 Sq. Mtrs., (OR 1800 Sq. Ft.), bearing P.H. No. 38-A of **MOUZA – BESA**, situated at Village – Besa within the limits of the Gat Grampanchayat - Besa (Beltarodi), Ward No. 5, in Tahsil – Nagpur (Rural), District – NAGPUR, belongs to Shri. Anil Shrihari Dhone & Mrs. Vaishali Anil Dhone, the Vendor Nos. 3 & 4 named hereinabove, having purchased the same by them from Shri. Shriramji Nagorao Zade & Smt. Shantabai Dashrath Zade, by a Sale Deed Dated 9/12/2015, which is duly

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registered in the office of the Joint Sub Registrar Nagpur Gramin-7, in Book No. 1, at Sr. No. 7508 on even date; AND

WHEREAS, as a result therefore the Vendors hereinabove named have now become an exclusive, absolute and full Owner of their aforesaid respective property with heritable and transferable rights therein and accordingly their names are mutated in revenue records; AND

WHEREAS, thereafter, the Vendors jointly decided to develop their respective aforesaid properties into a **RESIDENTIAL-CUM-COMMERCIAL ESTATE** by constructing a Multistoried Building thereon consisting of various self contained separate Apartments, Office Chambers and Shops therein; AND

WHEREAS, accordingly by an Agreement of Development Dated 7/4/2017, the Vendor No. 1 has entrusted the entire work of Development of his aforesaid property to the M/s. Sanyog Construction CO., the Confirming Party named hereinabove upon several terms and conditions contained therein. The said Agreement of Development Dated 7/4/2017 is duly registered in the office of the Joint Sub Registrar Nagpur Gramin-7, in Book No. 1, at Sr. No. 2887 on even date. Accordingly, the Vendor No. 1 has also executed General Power of Attorney in respect of his aforesaid property in favour of M/s. SANYOG CONSTRUCTION CO., Acting through its Authorised Partners : (1) Shri. Hitendra Kailashnath Moon & (2) Shri. Ganesh Anandrao Ambone on 7/4/2017, which is also duly registered in the office of the Joint Sub Registrar Nagpur Gramin 7, in Book No. 4, at Sr. No. 2888 on even date; AND

WHEREAS, accordingly in the like manner, by an Agreement of Development Dated 7/4/2017, the Vendor No. 2 has entrusted the entire work of Development of his aforesaid property to the M/s. Sanyog Construction CO., the Confirming Party named hereinabove upon several terms and conditions contained therein. The said Agreement of Development Dated 7/4/2017 is duly registered in the office of the Joint

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Sub Registrar Nagpur Gramin 7, in Book No. 1, at Sr. No. 2889 on even date. Accordingly, the Vendor No. 2 has also executed General Power of Attorney in respect of his aforesaid property in favour of M/s. SANYOG CONSTRUCTION CO., Acting through its Authorised Partners - (1) Shri. Hitendra Kailashnath Moon & (2) Shri. Ganesh Anandrao Ambone on 7/4/2017, which is also duly registered in the office of the Joint Sub Registrar Nagpur Gramin-7, in Book No. 4, at Sr. No. 2890 on even date, AND

WHEREAS, accordingly in the like manner, by an Agreement of Development Dated 7/4/2017, the Vendor Nos. 3 & 4 have entrusted the entire work of Development of their aforesaid property to the M/s. Sanyog Construction CO., the Confirming Party named hereinabove upon several terms and conditions contained therein. The said Agreement of Development Dated 7/4/2017 is duly registered in the office of the Joint Sub Registrar Nagpur Gramin 7, in Book No. 1, at Sr. No. 2891 on even date. Accordingly, the Vendor Nos. 3 & 4 have also executed General Power of Attorney in respect of his aforesaid property in favour of M/s. SANYOG CONSTRUCTION CO., Acting through its Authorised Partners - (1) Shri. Hitendra Kailashnath Moon & (2) Shri. Ganesh Anandrao Ambone on 7/4/2017, which is also duly registered in the office of the Joint Sub Registrar Nagpur Gramin-7, in Book No. 4, at Sr. No. 2892 on even date, AND

WHEREAS, in pursuance of the aforesaid circumstances, the Confirming Party has accordingly prepared a plan of a Multistoried building proposed to be constructed on the said Plot and to be known and styled as **"BALAJI SANYOG"** and the same is duly sanctioned and approved by the Grampanchayat - Besa (Bellarodi), bearing its Resolution No. 4/28, Dated 29/9/2016; AND

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WHEREAS, thereafter the Vendors through their Attorney have jointly submitted the entire property to the Maharashtra Apartment Ownership Act, 1970 for the purpose of giving clear title over the Apartments chosen by the prospective Purchasers in the said building, accordingly the Vendors have executed a **DEED OF DECLARATION** Under Section 2 of the Maharashtra Apartment Ownership Act, 1970, which is also duly registered in the office of the Joint Sub-Registrar Nagpur Gramin 7, in Book No. 1, at Sr. No. _____ on 10/4/2017. 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; AND

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

WHEREAS, the Purchaser being desirous of owning an Apartment for his/her Residential use in the said Multistoried building with heritable and transferable rights therein has approached the Confirming Party and expressed his/her desire and willingness to purchase the Undivided Proportionate share and interest in the said properties TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No.** _____ on the _____ **FLOOR** having a **Super Built-up Area of** _____ **Sq. Mtrs. (OR** _____ **Sq. Ft.),** (inclusive of built-up area, open/enclosed balcony, entrance passages, staircase, lift, proportionate share) of a building proposed to be constructed thereon and after detailed negotiations the Confirming Party has agreed to sell the same to the

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Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Confirming Party upon the following terms and conditions

NOW THEREFORE IT IS HERBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY **THE UNDIVIDED _____% share** and interest in **ALL THOSE** Pieces and Parcel of land bearing **Grampanchayat House Nos. 1 & 73**, containing by total admeasurements about 512 Sq. Mtrs., (OR 5511.168 Sq. Ft.), bearing P.H. No. 38-A of **MOUZA - BESA**, TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No. _____**, covering a **Super Built-up Area of _____ Sq. Mtrs. (OR _____ Sq. Ft.)** on the **_____ FLOOR** of a building proposed to be constructed on the said Plot of land and known and styled as "**BALAJI SANYOG**", situated at Village - Besa within the limits of the Grampanchayat - Besa (Beltarodi), Ward No. 5, in Taksil and District - NAGPUR, and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

(2) THAT the total price agreed is Rs. _____ /- (Rupees _____ Only), which the Purchaser has specifically agreed to pay to the Confirming Party in the following manner.

MANNER OF PAYMENT :

Rs _____ (Rupees _____ Only) paid by the Purchaser to the Confirming Party in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Confirming Party.

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Rs. (Rupees _____ Only) paid by the Purchaser to the Confirming Party, in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Agreement, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at Foundation Level (20%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at Plinth Level (20%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at casting First Floor Slab Level (10%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at casting Second Floor Slab Level (10%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at casting Third Floor Slab Level (10%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at casting Fourth Floor Slab Level (5%).

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Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at casting Fifth Floor Slab Level (5%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party at completion of Brick work & Plastering (5%).

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Confirming Party on or before taking over the actual possession of the chosen Apartment OR at the time of execution of Sale Deed, whichever is earlier (5%).

Rs. (RUPEES _____ ONLY)

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THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the instalment shall be granted to him/her by the Confirming Party. In the event of such termination / cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Apartment together with the Undivided proportionate share interest in the said Plots of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Confirming Party shall within 3 (THREE) Months from the date of such cancellation return back the amounts till

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then received by it to the Purchaser free of any interest thereon and also after deducting 30% agreed amount there from by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by him/her, shall not be a ground for non-payment of the installments on due stages.

(3) THAT the **Undivided _____% share** and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and he/she has accepted the same without any further investigation. He/She has satisfied himself/herself about the Confirming Party's right to enter into this agreement with the Purchaser.

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedules hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co owners of the remaining Undivided share in the said Plot of land and the Owners or 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 nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that by an Agreement made between the Confirming Party and the aforesaid Vendors the former is allowed and permitted to develop the said Plot of land and shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrances or interference by the aforesaid Vendors. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

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(7) THAT the Confirming Party shall erect and build the proposed Multistoried building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Grampanchayat Besa, and internal changes in the Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendor/Confirming Party have reserved his/it's right to revise the sanctioned Plan subject to approval of the Grampanchayat Besa or from authority competent to do so.

(9) THAT the Purchaser has finally chosen to own and possess **Apartment No.** _____ on the _____ **FLOOR** of the proposed building more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Confirming Party shall complete the said Building and make the Apartment chosen by the Purchaser available within 18 (EIGHTEEN) Months from the date of execution of this Agreement subject to the Purchaser making payment of the installment agreed as per schedule written above.

(11) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including stamp duty and Registration fees and Sales Tax, Turn Over Tax, Value Added Tax, Service Tax, etc. are paid by her/him in full to the Confirming Party.

(12) THAT this BALAJI SANYOGs Scheme is comes within a purview of Service Tax Act, therefore, the Purchaser shall pay the same to the Confirming Party as decided by Confirming Party OR Competent Authority.

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(13) THAT the Confirming Party shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by him shall be void and not at all binding upon the Confirming Party. The Purchaser has read, understood the plan, specification and elevations of the boundary.

(14) THAT during the period of Building construction the Purchaser with two day's advance intimation to the Confirming Party may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(15) THAT the Vendor/Confirming Party agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(16) THAT the available Open spaces (Excluding the Restricted areas mentioned in Deed of Declaration) available in the said Plot of land and the common areas and facilities as may be provided in the said Building shall be of common use of all the Apartment Owners in the said Building and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners. The Terrace area attached to each Apartment shall be exclusive use and occupation of the Apartment Owners.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser

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towards the cost of construction of the Apartment chosen by him shall be refunded to him free of any interest thereon and also after deducting 30% agreed amount there from by way of liquidated damages within 3 (THREE) Months from the date of this Agreement stands terminated/cancelled and in such event his right to Purchaser the **Undivided ____ Percent** share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vender/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer as may approved by the Vendor without any further notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Confirming Party that even after her/his taking over actual possession of the Apartment chosen by him (on receipt of possession letter from Confirming Party) she/he will not object or prevent or obstruct the Confirming Party in way in carrying on and completing the work of the other Apartments in the said building and keeping building materials on the available open land.

(19) THAT the Confirming Party reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Confirming Party in so utilising and dealing with such additional F.S.I. and in such event the Prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further

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agreed that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser understands that the agreed cost of construction does not include any liability arising out of levy of provident fund for casual construction workers. Hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be borne and paid the Purchaser to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.

(21) THAT the Purchaser shall individually pay all Grampanchayat Taxes and cesses etc. as may be levied on the Apartment chosen by her/him with effect form the date of Registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

(22) THAT the Vendor/Confirming Party shall deliver the actual possession of the said Undivided share and interest in the said Plot of land and **Apartment No.** _____ on the _____ **FLOOR** hereby agreed to be sold to the Purchaser only at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for Occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other Co-owners thereof and the Apartment chosen by him/her absolutely with heritable and transferable rights therein.

(23) THAT the Purchaser hereby agreed not to occupy the said Apartment without prior written permission of the Confirming Party else he/she shall be treated as a trespasser.

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(24) THAT the Vendor/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration fees payable at the time of Registration from him/her, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. superstructure comprising **Apartment No.** ____ on the _____ **FLOOR** in favour of the Purchaser and get the same duly registered at his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by him/her to the Confirming Party.

(25) THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof. However, the Apartment chosen by him/her in the proposed building shall be owned and possessed by him/her exclusively with heritable and transferable rights therein.

(26) THAT the Purchaser shall pay proportionate share of Maintenance Charges and all other dues whatsoever accruing payable in respect of his/her Undivided share in the said land to the concerned authorities with effect from the date of registration of the Sale Deed or from the date of Possession whichever is earlier onwards and he/she shall always keep the Vendor/Confirming Party indemnified against such payments.

(27) THAT it is understood by the Purchaser that the Confirming Party shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Confirming Party shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(28) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C and Brickwork ,

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It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(29) THAT the Confirming Party shall not be liable to pay any compensation or make good any defect in the proprietory items used in the construction of the Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Confirming Party indemnified against the same. However the Confirming Party shall use and install standard proprietory items in the said Apartment and it shall also see that are properly working at the time of installation.

(30) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at her/his address as described above.

(31) THAT the Purchaser undertakes to notify in writing any change in his/her address to the Confirming Party.

(32) THAT it is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the Panel of Arbitrators

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and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings.

(33) THAT the Confirming Party does hereby declare that the Purchaser are one of it's nominees and also does hereby acquit and discharge the Vendor from observing and fulfilling the covenants on his part as contained in the Agreement. It also further declares that it has received the entire cost of construction from the Purchaser.

(34) THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty, Registration Fees and other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

(35) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____% share and interest in **ALL THOSE** Pieces and Parcel of land bearing **Grampanchayat House Nos. 1 & 73**, containing by total admeasurements about 512 Sq. Mtrs., (OR 5511.168 Sq. Ft.), bearing P.H. No. 38-A of **MOUZA – BESA**, situated at Village - Besa within the limits of the Gat Grampanchayat - Besa (Beltarodi), Ward No. 5, in Tahsil - Nagpur (Rural), District - NAGPUR and bounded as under :-

ON THE EAST	:	**BY 20 FEET ROAD**
ON THE WEST	:	**BY 9.00 METER ROAD**
ON THE NORTH	:	**BY HOUSE OF THAWASE**
ON THE SOUTH	:	**BY HOUSE OF KARSAYAKE**

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SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT R.C.C. Superstructure comprising **Apartment No. ____** on the **_____ FLOOR** of the building to be known and styled as "**BALAJI SANYOG**" proposed to be constructed on the aforesaid Plot of land covering a **Super Built-up Area of _____ Sq. Mtrs. (OR _____ Sq. Ft.)** including area of balconies, share in stair case and common area.

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

{Drafted by :- Adv. Ritesh C. Mahendra}

WITNESSES:

(1) _____

(1)
(HITENDRA K. MOON)

(2)
(GANESH A. AMBONE)
As duly constituted attorney for Vendors
VENDOR

(_____)
PURCHASER

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FOR M/s. SANYOG CONSTRUCTION CO.

(1) (HITENDRA K. MOON)

(2) _____

(2) (GANESH A. AMBONE)

Authorised Partners

CONFIRMING PARTY