

AGREEMENT TO SELL

FOR THE PURPOSE OF STAMPS DUTY AND REGISTRATION FEES

AS PER GOVERNMENT R.R. VALUED AT RS. _____/-

CONSIDERATION AMOUNT OF RS _____/-

STAMP DUTY OF RS. _____/- & REGISTRATION FEES OF

RS. _____/- IS PAID HEREWITH,

CITY SURVEY NO. 54, SHEET NO. 531/33, ITEM NO. 53.598B, PAGE NO.

1184, RATE RS. 22,000/- RS PER SQ MTR,

MOUZA CHIKHLI KHURD, TAHSIL & DIST. NAGPUR

THIS AGREEMENT TO SELL is made and executed at Nagpur,

On this ____th Day of _____ 2017 By & Between,

Pan No. _____

Hereinafter referred to and called the '**PURCHASER**' which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PURCHASER**, as well as his heirs, legal representatives, successors, administrators, executors, assigns etc. of the **FIRST PART**.

AND

SHRI PRASHANT S/O PRALHADRAO MULEY

Aged about 49 years, Occupation: Business

R/o. Plot No. 19, Balaji Nagar, Manewada Road, Nagpur 440027.

Pan No: - AGPUM3924F

Hereinafter referred to and called the '**VENDOR**' which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **VENDOR**, as well as heirs, legal representatives, successors, administrators, executors, assigns etc. of the **SECOND PART**.

AND

M/s. GLOBE ASSOCIATES, A partnership firm having its registered office at G 7, Shrinivas Apartment, Ruikar Marg, Mahal Nagpur 440032, through its partners PAN No. AAQFG6323A

1. SHRI PRASHANT S/O PRALHADRAO MULEY

Aged about 49 years, Occupation: Business

R/o. Plot No. 19, Balaji Nagar, Manewada Road, Nagpur 440027.

2. SHRI AMUL S/O GAJANAN PATIL

Aged about 40 years, Occupation: Business,

R/o. Plot No 1, Naik Nagar, Manewada, Nagpur 440027.

3. SHRI SATISH S/O SITARAMJI RAMTEKE

Aged about 45 years, Occupation: Business,

R/o. Plot No 251, Shahu Nagar, Nagpur, 440023.

Hereinafter referred to and called the '**THE CONSENTING PARTY/ THE CONFIRMING PARTY/THE BUILDER/THE DEVELOPER**' which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **THE CONSENTING PARTY/ THE CONFIRMING PARTY/THE BUILDER/THE DEVELOPER**, as well as representatives, successors, administrators, executors, assigns etc. of the **THIRD PART**.

Where the context so requires, words and expression referring to the parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS, the VENDOR is the sole, absolute and lawful owner of ALL THAT piece and parcel of land bearing Plot No. 11 (Eleven) admeasuring area 898.8450 Sq Mtr & land bearing Plot No. 12 (Twelve) admeasuring area 1000.815 Sq Mtr total area admeasuring 1899.66 Sq. Mt., in the lay out of Nagrik Suvichar Gruha Nirman Sahakari Sanstha Ltd., Nagpur, Khasra No. 26/1 and 27/2, P.H.N. 39, City Survey No. 54, Sheet No. 531/33, Mouza Chikhali Khurd, Ward No 14, House No. 4824/11+12 within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur.

WHEREAS, the Vendor has purchased the abovementioned property from Shri Atish Shamal Nayak, vide Sale Deed duly registered at Sr No. 5103/16, before Sub Registrar Nagpur – 2 dated 18/11/2016.

WHEREAS, the Vendor has entered into the Agreement of Development with M/s. GLOBE ASSOCIATES i.e. the present THE CONSENTING PARTY/ THE CONFIRMING PARTY/THE BUILDER/THE DEVELOPER for the purpose of development of abovementioned property

which is duly registered at Sr No. 588/17, before Sub Registrar Nagpur – 5 dated 23/02/2017.

AND WHEREAS; the said plots have been purchased by the present VENDOR as referred above and it has been recorded, mutated in the name of present owner in official record as owner thereof.

AND WHEREAS; the VENDOR/ THE CONSENTING PARTY/THE BUILDER, for construction of a multi storied building got sanction plan/map which is approved by the Building/s Engineer of Nagpur Improvement Trust, Nagpur; vide Building permit & Commencement Certificate No. B.E (South) case no. AB/3324/Tracking No. 2016120297/1516 dated 29/03/2017, duly sanctioned by Nagpur Improvement Trust in the name of present, in the name of VENDOR.

AND WHEREAS; the VENDOR/ THE CONSENTING PARTY/THE BUILDER after sanction of building plan/permit, started the construction work of a Multistoried building on the said plot/s consisting Self contained residential Units/Apartments/Blocks for the purpose of allotment and sale to and in favour of any prospective willing buyer/s, reserving rights to get the said building plan it revised/reveries, if required. The said building/complex is known as **“ANIRUDHA RESIDENCY”**.

AND WHEREAS; the said building has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by a Declaration Deed dated 31/03/2017 duly registered in the Office of the Sub-Registrar, Nagpur 5 bearing serial/registration No. 1103/17, therefore, the provisions of said Act shall apply for all purpose.

AND WHEREAS; the PURCHASER, being desirous to own a residential Apartment/Flat in the said building, approached the VENDOR/ THE CONSENTING PARTY/THE BUILDER and requested to allot him an Apartment/Flat in the said building and after due inspection of plan, design, spot etc., he choose Apartment/Flat No. _____ at _____ **Floor** in the said building.

AND WHEREAS; the VENDOR/ THE CONSENTING PARTY/THE BUILDER also agreed to allot and sale the said Apartment/Flat to the PURCHASER as desired by PURCHASER, against the valuable consideration amount of **Rs. _____/- (_____ Rupees Only)** subject to certain terms & conditions agreed by the PURCHASER.

AND WHEREAS; the parties hereto, had due deliberations and discussions, consequences thereof, the parties arrived to execute this Agreement for Sale upon settled terms and conditions as under.

**NOW, THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND
BETWEEN THE PARTIES HEREBY AS FOLLOWS IN THE PRESENCE OF
WITNESSES:**

1. **ALLOTMENT/SALE OF APARTMENT**

1.1 Against the valuable consideration amount of **Rs. _____/- (_____ Rupees Only)**, the VENDOR/ THE CONSENTING PARTY/THE BUILDER has agreed to allot and sell to the PURCHASER and the PURCHASER has agreed to purchase from the VENDOR/ THE CONSENTING PARTY/THE BUILDER, all that piece and parcel of property particularly described in the Schedule 'B' written hereunder, and earmarked in the plan/map annexed herewith as part and parcel of present deed, being constructed on ALL THAT piece and parcel of land bearing Plot No. 11 (Eleven) admeasuring area 898.8450 Sq Mtr & land bearing Plot No. 12 (Twelve) admeasuring area 1000.815 Sq Mtr total area admeasuring 1899.66 Sq. Mt., in the lay out of Nagrik Suvichar Gruha Nirman Sahakari Sanstha Ltd., Nagpur, Khasra No. 26/1 and 27/2, P.H.N. 39, City Survey No. 54, Sheet No. 531/33, Mouza Chikhali Khurd, Ward No 14, House No. 4824/11+12 within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur with rights to hold undivided variable proportionate share in the said piece of land particularly described in the Schedule "B", written hereunder as part and parcel of present deed.

1.2 **MANNER OF PAYMENT OF CONSIDERATION AMOUNT**

The PURCHASER has agreed to pay **Rs.** _____/-
(_____ **Rupees Only**), to the VENDOR/ THE
CONSENTING PARTY/THE BUILDER towards the consideration amount
against the allotment/transfer of said apartment only in his favour in the
following manner of payment.

Rs. (_____ Rupees Only) i.e. 5% is paid by
the Purchaser as booking amount to the VENDOR/
THE CONSENTING PARTY/THE BUILDER by way of
_____ the receipt of same is
acknowledged by the VENDOR/ THE CONSENTING
PARTY/THE BUILDER.

Rs. (_____ Rupees Only) i.e. 15% is paid by
the Purchaser as consideration agreement amount to
the VENDOR/ THE CONSENTING PARTY/THE
BUILDER by way of _____ the receipt
of same is acknowledged by the VENDOR/ THE
CONSENTING PARTY/THE BUILDER.

Rs. (_____ Rupees Only) i.e. 20% only shall
be paid by Purchaser to VENDOR/ THE CONSENTING
PARTY/THE BUILDER on during work of plinth,

Rs. (_____ Rupees Only) i.e. 15% only shall
be paid by Purchaser to VENDOR/ THE CONSENTING
PARTY/THE BUILDER on during work of ground slab,

Rs. (_____ Rupees Only) i.e. 10% only shall
be paid by Purchaser to VENDOR/ THE CONSENTING
PARTY/THE BUILDER on during work of 1st slab

Rs. (_____ Rupees Only) i.e. 8% only shall be
paid by Purchaser to VENDOR/ THE CONSENTING
PARTY/THE BUILDER on during work of 2nd slab

Rs. (_____ Rupees Only) i.e. 5% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER on during work of 3rd slab

Rs. (_____ Rupees Only) i.e. 5% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER on during work of 4th slab

Rs. (_____ Rupees Only) i.e. 5% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER on during work of 5th slab

Rs. (_____ Rupees Only) i.e. 5% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER on during work of Brick work,

Rs. (_____ Rupees Only) i.e. 5% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER on during work of plastering

Rs. (_____ Rupees Only) i.e. 2% only shall be paid by Purchaser to VENDOR/ THE CONSENTING PARTY/THE BUILDER before handing over possession or execution of sale deed whichever is applicable.

Rs. _____ /- (_____ Rupees Only)

The PURCHASER knows, agrees and understand that all the payments shall be made by him timely as per aforesaid schedule and in the event of non-payment, dishonor of any instrument or any default of payment, for any reasons whatsoever including the PURCHASER failing to secure the financial assistance timely from the financial bank/institutions for any reasons whatsoever, the VENDOR/ THE CONSENTING PARTY/THE BUILDER in its sole and absolute desecration, may grant grace period of 15 days in each installments due, subject to payment of interest @ 18 P.A. by way of damages, however, in the event of any delay beyond the grace period, the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be free & entitled

cancel the allotment including agreement at the cost and risk of PURCHASER and allot or grant the said Apartment to any person or persons at any terms and forfeit the amount paid by the PURCHASER, without any prior intimation or notice to the PURCHASER to which the PURCHASER shall have no objection of any kind what so ever.

2. COVENANTS OF THE VENDOR/ THE CONSENTING PARTY/THE BUILDER WITH THE PURCHASER.

2.1 The VENDOR/ THE CONSENTING PARTY/THE BUILDER has good, valid and marketable title and absolute right and full authority to convey, assign and transfer the said property to the PURCHASER by way of sale, more particularly described in the Schedule 'B' hereunder written.

2.2 The VENDOR/ THE CONSENTING PARTY/THE BUILDER, after receipt of full consideration amount as aforesaid and other contributory charges, dues, etc. from the PURCHASER, shall execute the required Conveyance Deed/sale deed of the said apartment in favour of the PURCHASER or any nominee/s of the PURCHASER in terms of this agreement as per the instruction of the PURCHASER.

2.3 The VENDOR/ THE CONSENTING PARTY/THE BUILDER shall convey and transfer a good and valid title to the PURCHASER respecting the said property and hand over the vacant possession of the said Apartment to the PURCHASER subject to receipt of and realization of full consideration amount.

2.4. The work of Apartment under sale after completion he shall hand over the vacant peaceful possession of said Apartment to and in favour of the PURCHASER, at the cost of PURCHASER, after completion.

3. COVENANTS OF THE PURCHASER WITH THE VENDOR/ THE CONSENTING PARTY/THE BUILDER: -

3.1 The PURCHASER has verified and inspected all the relevant deeds, documents as to right, title and authority of the VENDOR/ THE CONSENTING PARTY/THE BUILDER and also the specifications, design,

plan etc. respecting the said property. He also has personally seen and verified the spot, site, structure, complex etc. The PURCHASER is fully satisfied with the right, title and authority of VENDOR/ THE CONSENTING PARTY/THE BUILDER as well as the condition, type, user and specifications of the said property and after being so satisfied, the PURCHASER has agreed to purchase it. A copy of all documents including the specifications, design, plan etc. has been furnished and handed over to the PURCHASER and he acknowledged the same. Hereinafter, it shall not be open for the PURCHASER to question the rights, title and/or authority of the VENDOR/ THE CONSENTING PARTY/THE BUILDER before any forum or to make any claim in respect thereof, nor shall PURCHASER make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER understand, agree and confirm that the specifications, facilities and amenities in the said proposed building are as per his wishes and desires to the full satisfaction of PURCHASER in all respects.

3.2 In case of cancellation of this allotment or agreement by the VENDOR/ THE CONSENTING PARTY/THE BUILDER for the reasons of non-payment or defaults in to payment or other violation on the part of PURCHASER, the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be entitled to forfeit the amount paid by the PURCHASER as referred above to which the PURCHASER shall have no objection of any kind what so ever.

3.3 The PURCHASER shall be liable to become member/s of an association of persons to be formed by the Apartments/Flats/unit owners of the said entire building in view of aforesaid Declaration Deed and the laws governing the maintenance and use of buildings including rules, regulations, bye-laws etc. of such an association, as to use and enjoyment of the property rights and common facilities and other purposes shall be binding to the PURCHASER. The prospective laws, regulations or any amendments in any act including Real Estate Regulatory Act shall not be applicable to the present VENDOR/ THE CONSENTING PARTY/THE BUILDER.

3.4 The VENDOR/ THE CONSENTING PARTY/THE BUILDER shall engage and appoint it's own engineers, architects and other experts for the purpose of construction work of the said building and complete the building under it's exclusive supervision and control to which the PURCHASER shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the PURCHASER shall be entitled to visit the spot and verify the construction work at any reasonable working hours.

3.5 The PURCHASER shall always pay regularly share of common expenses such as tax, cess, ground rent, and other outgoings etc. whatsoever as may be assessed on his share. However, until the separation of such charges or taxes or other expenses, the PURCHASER shall be liable to bear and pay such all kinds of charges and expenses including taxes etc. proportionately to the VENDOR/ THE CONSENTING PARTY/THE BUILDER as may be so assessed, determined and demanded by the VENDOR/ THE CONSENTING PARTY/THE BUILDER and/or any concerned authority.

3.6 The PURCHASER shall individually pay the Corporation Taxes and Cesses etc. as may be levied by the Concerned Public Authorities upon the said Flat/Apartment and shall also pay the electricity and water charges regularly as per departmental bills.

3.7 The cost of repairs of common services like electric, drainage and rain water pipes and all other common appliances etc. shall be borne and paid by the PURCHASER jointly with the other owners/occupants in the proportionate shares.

3.8 It is understood and agreed by the PURCHASER that the expenses for general maintenance of the building and common portions including periodical paintings, white washings or color washings, repairs, watchman, sweeper etc. shall be the common responsibility of all the owners/occupants including the PURCHASER in the said building and expenses incurred thereon shall be borne and paid by the PURCHASER proportionately. Similarly the underground water storage and repairs of common appliances or facilities, equipment etc. shall be made at the proportionate expenses of all the owners/occupants in the said building

including the PURCHASER and the PURCHASER shall pay his proportionate charges regularly failing which the common services, facilities shall be liable to be discontinued the PURCHASER to which he shall have no objection.

3.9 It is also further understood and agreed by the PURCHASER that all charges incurred on the consumption of electricity over the common facilities in the common areas and amenities provided in the said building, shall be borne and paid proportionately by all the owners/occupants including the PURCHASER.

3.10 It is clearly understood by the PURCHASER that the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall not be responsible to obtain the electricity meter connection for the PURCHASER and the PURCHASER him self shall be liable and responsible to obtain, on his cost, separate electricity connection and common water connection at earliest and bear the expenses for the consumption of the same. Similarly after execution and registration of Conveyance Deed, the PURCHASER shall be liable and responsible to get the property mutated in his name in all relevant records and bear the cost for the same. However, until the property is mutated, the PURCHASER shall be liable to pay to the VENDOR/ THE CONSENTING PARTY/THE BUILDER, Corporation Taxes, cess, rent, dues and other expenses etc. proportionately as may it be determined by the CONFIRMING and/or any concerned authority.

3.11 The PURCHASER shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, maintenance charges and shall also pay such sums on account of providing any facilities or amenities in the said building such as transformer for electric supply including providing room for that purpose, load ancillary charges, SLC charges or any other facility or on account of any other expenses such as tax on works contracts, service tax, VAT, sale tax or any other tax or any other expenses including fine, dues, charges on any account as it may be determined and demanded by the VENDOR/ THE CONSENTING PARTY/THE BUILDER and/or any concerned authority.

3.12 The available open space of land, staircase, stairways, pump with electrical motor and pump thereon etc., subject to reservations, are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the PURCHASER. It is clearly understood and agreed by the PURCHASER that he shall not be entitled to the exclusive use of any part or portion of the said land or any property, equipment etc. which is commonly used by all the owners/occupants.

3.13 The PURCHASER shall not erect any superstructure either temporary or permanent upon the available open land or on the top/terrace of the said building and shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, or any other concerned authority.

3.14 The PURCHASER shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said building and further shall not do any act which will impair or damage the said building or complex as a whole or party in any manner whatsoever.

3.15 The PURCHASER shall always keep the said Apartment in as good repairs and habitable conditions and shall use the same only for residential purpose.

3.16 The PURCHASER shall not carry out any alterations, modifications or changes to the said Flat/Apartment which will damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever.

3.17 The leakage of kitchen, bathroom or W.C., balcony, if any, in the said Apartment which may cause nuisance to the other owners/occupants, shall be repaired by the PURCHASER at his own cost at earliest.

3.18 The PURCHASER shall not throw any garbage, dirt or water on the open space, nor shall use the balconies, if any, for washing and/or

urinating to the annoyance of the other owners/occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the complex without any reservation. He shall abstain from doing any act or thing which may cause inconvenience or nuisance to other owners/occupants in the said building.

3.19 The VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be free and at liberty to carry on the further construction work of the said Building to which the PURCHASER shall not interfere or obstruct. The VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be free to change/revise/re-revise the existing building plan or design including amalgamation or clubbing for any reasons to which the PURCHASER shall have no objection or claim of any sort and the PURCHASER shall be liable to sign or execute any deed or document or plan or design as the VENDOR/ The CONSENTING PARTY/The BUILDER may desire. The VENDOR/ THE CONSENTING PARTY/THE BUILDER further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the PURCHASER shall have no objection and shall be liable and responsible to allow the VENDOR/ THE CONSENTING PARTY/THE BUILDER to have access in the said Flat/Apartment for any purpose or even to make arrangements for electricity supply, water supply, staircase or any other purpose through or under the walls or roof of said Flat/Apartment by making required arrangements therein.

3.20 The PURCHASER shall not occupy the said Apartment without obtaining the possession letter from the VENDOR/ THE CONSENTING PARTY/THE BUILDER and in case of the PURCHASER having occupied the said Apartment without such possession letter the possession and occupation of the PURCHASER shall be illegal and unauthorized. However, in the event of the PURCHASER having taken the possession of said Apartment during the construction work of said building, the PURCHASER shall not obstruct the further construction work in any manner and the PURCHASER shall be exclusively liable for all kinds of risks and consequences of having taken the possession during construction work.

3.21 After receipt of full consideration amount, arrears of tax, cess ground rent etc. and other contributory charges from the PURCHASER, the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall execute the required conveyance deed and hand over the possession of said Apartment in favour of and to the PURCHASER. However, the aforesaid contributory expenses shall be paid by the PURCHASER from the date of execution of sale deed or receiving the possession whichever is earlier.

3.22 It is clearly understood and agreed by the PURCHASER that the present consideration amount is fixed and settled in view of the prevailing rates of building materials and labor charges. The PURCHASER further agree that in the event of any increase of more than 5% in the cost of building material or labor charges the PURCHASER shall be liable to pay the difference.

3.23 It is also agreed and understood by PURCHASER that the VENDOR/ THE CONSENTING PARTY/THE BUILDER have executed a Deed of Declaration on his as required under section 2 of the Apartment Act, 1970 the same is registered as referred above and the PURCHASER shall abide by all rules and regulations mentioned in the Deed of Declaration.

3.24 It is hereby understood & agreed by the PURCHASER that the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be free and at liberty to allot any portion of ground or the topmost terrace to any person/s on any terms for installation of telecommunication system, machinery, equipments etc. or for any other purpose and any such person/s shall be entitled to enter the premises for use of such open space/terrace to which the PURCHASER shall not object but the PURCHASER shall not interfere or obstruct any particular portion of ground or terrace as may be allotted by the VENDOR/ THE CONSENTING PARTY/THE BUILDER to any particular person at any terms.

3.25 The letters, receipts and/or notices issued by the VENDOR/ THE CONSENTING PARTY/THE BUILDER and dispatched under certificate of posting to the address of the PURCHASER mentioned in this agreement shall be sufficient proof of receipt of the same by the PURCHASER and shall

effectually discharge the VENDOR/ THE CONSENTING PARTY/THE BUILDER of any obligations of this agreement.

3.26 The PURCHASER undertakes to notify in writing any change in his address to the VENDOR/ THE CONSENTING PARTY/THE BUILDER.

3.27 This agreement is subject to jurisdiction of the competent Civil Court at Nagpur.

3.28 In case any extra work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne proportionately by the PURCHASER along with the other PURCHASER in the said complex and if any extra construction amenities or facilities are required and demanded by any particular PURCHASER for his own premises, other than that as provided under this agreement, the cost thereof shall be borne and paid by the PURCHASER individually in addition to the consideration agreed as above.

3.29 The construction of the said complex is expected to be completed by the VENDOR/ THE CONSENTING PARTY/THE BUILDER timely as referred above provided the prospective PURCHASER of the premises make the payment of the stipulated installment in time and the construction work is not interrupted or disturbed due to non-availability of building materials, laborers strike, natural calamities, emergencies and other unavoidable circumstances beyond the control of the VENDOR/ THE CONSENTING PARTY/THE BUILDER.

3.30 The VENDOR/ THE CONSENTING PARTY/THE BUILDER shall have a right to display Hoardings/Neon-signs on the top terrace of the complex for advertisement and the PURCHASER shall have no objection for such display. The electrical supply of this display shall be from common meter to be installed for the complex, however, the electricity consumption for that shall be borne and paid by the user/s.

3.31 During the subsistence of this agreement, the PURCHASER shall not be entitled to transfer his any rights or interest in the said property or to otherwise alginate with the same in any manner whatsoever, however,

in his absolute discretion, the VENDOR/ THE CONSENTING PARTY/THE BUILDER may agree to execute the sale deed in the name of any nominee/assignee of the PURCHASER subject to certain terms and conditions.

3.32 It is understood by the PURCHASER that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the PURCHASER that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the PURCHASER for such variations.

3.33 It is understood and agreed by the PURCHASER that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the PURCHASER separately. It is also understood and agreed by the PURCHASER that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to PURCHASER for such happenings.

3.34 It is also well within the knowledge of the PURCHASER that hair cracks in the R.C.C. super structure is a very common feature caused due to specified kind of soil such black cotton etc., as such the PURCHASER understand, agree that any hair crack in the RCC super structure shall not be treated or considered as any defect and the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall not be held responsible for any such common or regular things.

3.35 The PURCHASER understand and agree that all required deeds and documents shall be got prepared by the VENDOR/ THE CONSENTING PARTY/THE BUILDER to which the PURCHASER shall have no objection. However, all kinds of expenses for the purpose of execution and registration of sale deed or other deeds or documents shall be born and paid by the PURCHASER. The PURCHASER further understand, agree and undertake that the VENDOR/ THE CONSENTING PARTY/THE BUILDER shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the PURCHASER shall have no claims or objection and agree upon any such conditions.

3.36 The PURCHASER understand that the super built up area of Apartment includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, balcony area, parking as well as share in common areas & services and the consideration amount is settled for whole Apartment under sale with share in common areas, services etc., irrespective of it's area/measurement which has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annul this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto.

3.37 The PURCHASER understand & agree that upon his specific undertaking to comply with all terms & conditions of this agreement the VENDOR/ THE CONSENTING PARTY/THE BUILDER has agreed to allot/sell the Apartment in favour of the PURCHASER otherwise, the VENDOR/ THE CONSENTING PARTY/THE BUILDER would have not entered this agreement.

SCHEDULE "A" OF THE PROPERTY

ALL THAT piece and parcel of land bearing Plot No. 11 (Eleven) admeasuring area 898.8450 Sq Mtr & land bearing Plot No. 12 (Twelve) admeasuring area 1000.815 Sq Mtr total area admeasuring 1899.66 Sq. Mt., in the lay out of Nagrik Suvichar Gruha Nirman Sahakari Sanstha Ltd., Nagpur, Khasra No. 26/1 and 27/2, P.H.N. 39, City Survey No. 54, Sheet No. 531/33, Mouza Chikhali Khurd, Ward No 14, House No. 4824/11+12 within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur which is bounded as under:-

ON THE EAST	:	Road
ON THE WEST	:	Other Lay out
ON THE NORTH	:	Other Lay out
ON THE SOUTH	:	Road

SCHEDULE "B" OF THE PROPERTY AGREED TO BE SOLD

ALL THAT piece and parcel of Apartment No. ____ on the ____ **Floor** in the building named as "ANIRUDHA RESIDENCY" admeasuring net built up area of ____ **SQ. MTR.** along with ____% undivided proportionate share in the land/Common areas & facilities in all that piece and parcel of land bearing Plot No. 11 (Eleven) admeasuring area 898.8450 Sq Mtr & land bearing Plot No. 12 (Twelve) admeasuring area 1000.815 Sq Mtr total area admeasuring 1899.66 Sq. Mt., in the lay out of Nagrik Suvichar Gruha Nirman Sahakari Sanstha Ltd., Nagpur, Khasra No. 26/1 and 27/2, P.H.N. 39, City Survey No. 54, Sheet No. 531/33, Mouza Chikhali Khurd, Ward No 14, House No. 4824/11+12 within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur.

IN WITNESS WHEREOF, the parties named above has signed and executed this **AGREEMENT TO SELL** at Nagpur. The contents of aforesaid paragraphs are drafted as per our instructions, the same was read over and explained to

as in vernacular, which we have understood and found to be true and correct to our personal knowledge and belief and have hereto set our hands and signed this deed at Nagpur without any force and with free consent as such after understanding the contents hereof, in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

Drafted as per the instructions & documents given by the parties:

G & R ASSOCIATES

LAW FIRM

G & R Associates Nagpur

No. 0112 2518566

SIGNATURE	NAME	ADDRESS
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THE PURCHASER

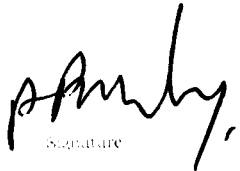
SIGNATURE	NAME	ADDRESS
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SHRI PRASHANT S/O PRALHADRAO MULEY

THE VENDOR

M/s. GLOBE ASSOCIATES

Through its Partners

 Signature		
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1. SHRI PRASHANT S/O PRALHADRAO MULEY

 Signature		
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2. SHRI AMUL S/O GAJANAN PATIL

 Signature		
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3. SHRI SATISH S/O SITARAMJI RAMTEKE

THE CONSENTING PARTY/ THE CONFIRMING PARTY/

THE BUILDER/THE DEVELOPER

ATTACHES :

2.