

AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. ONLY

THIS AGREEMENT TO SELL is made and executed at WARDHA on this _____ Day of _____, 2020, BETWEEN :

SHRI. HARSHAD S/o RAJENDRA MISAL, Aged 25 years, Occupation – Business, Income Tax PAN CAUPM3518H & AADHAR UID 381649782749, Resident of House No. L-42, New Mhada Colony, Ward No. 05, Arvi Road, Near Hanuman Mandir, Pipri (Meghe), Wardha, Pin code No. 442001, Tahsil and District – WARDHA, acting through his duly constituted Attorney **M/s. BALAJI BUILDCON**, A Partnership Firm, having its Office at House No. L42, Ward No. 05, New Mhada Colony, Near Hanuman Mandir, Arvi Road, Pipri (Meghe), Wardha-442001, having Income Tax PAN **AAVFB3214A** and acting through its Partners (1) SHRI. HARSHAD S/o RAJENDRA MISAL, Aged 25 years, Occupation – Business, Adhar Unique Identification No. 381649782749, Resident of House No. L-42, New Mhada Colony, Ward No. 05, Arvi Road, Near Hanuman Mandir, Pipri (Meghe), Wardha, Pin code No. 442001, Tahsil and District – WARDHA; (2) SHRI. AMIT S/o YASHVANTRAO DHANDE, Aged 38 Years, Occupation – Business, Adhar Unique Identification No. 651870284436, Resident of House No. 48, Ward No. 37, Bachelor Road, Kirshna Nagar, Near Fulbandhe Flour Mill, Wardha, Pin Code No. 442001, Tahsil and District - WARDHA; (3) SHRI. DILIP S/o BHAURAOJI PILLEWAR, Aged 48 Years, Occupation – Business, Adhar Unique Identification No. 616663920785, Resident of House No. 302, Ward No. 4, Gajanan Nagar, Arvi Naka, Wardha, Pin Code No. 442001, Tahsil and District - WARDHA; (4) SHRI. KISHOR S/o VAMANRAO TIMANDE, Aged 49 Years, Occupation – Business, Adhar Unique Identification No. 606137059017, Resident of House No. 2, Ward No. 2, Salod Hirapur, Wardha, Pin Code No. 442001, Tahsil and District - WARDHA; AND (5) SHRI. OMPRAKASH S/o DASHRATHJI WAIRAGADE, Aged 54 Years, Occupation – Business, Adhar Unique Identification No. 986655408007, Resident of L-60, New Mhada Colony, Ward No 05, Pipri Meghe, Omsai Behind Agragrami School, Wardha, Pin Code No. 442001, Tahsil and District - WARDHA, hereafter called the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said **VENDOR** as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

(1) MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____, Income Tax
Permanent Account No. _____, Aadhar Unique Identity
No. _____ AND

(2) MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____, Income Tax
Permanent Account No. _____, Aadhar Unique Identity
No. _____, Both Residents of
_____, hereinafter called the
“PURCHASER(s)”, which expression shall unless repugnant to the context or
meaning thereof, always mean and include the said “PURCHASER(s)”, as well as,
her/his/their heirs, legal representatives, executors, administrators, successors and
assigns of the **SECOND PART**.

AND

M/s. BALAJI BUILDCON, A Partnership Firm, having its Office at House No.
L42, Ward No. 05, New Mhada Colony, Near Hanuman Mandir, Arvi Road, Pipri
(Meghe), Wardha-442001, having Income Tax PAN **AAVFB3214A** and acting through
its Partners (1) SHRI. HARSHAD S/o RAJENDRA MISAL, Aged 25 years, Occupation
– Business, Adhar Unique Identification No. 381649782749, Resident of House No. L-
42, New Mhada Colony, Ward No. 05, Arvi Road, Near Hanuman Mandir, Pipri
(Meghe), Wardha, Pin code No. 442001, Tahsil and District – WARDHA; (2) SHRI.
AMIT S/o YASHVANTRAO DHANDE, Aged 38 Years, Occupation – Business, Adhar
Unique Identification No. 651870284436, Resident of House No. 48, Ward No. 37,
Bachelor Road, Kirshna Nagar, Near Fulbandhe Flour Mill, Wardha, Pin Code No.
442001, Tahsil and District - WARDHA; (3) SHRI. DILIP S/o BHAURAOJI PILLEWAR,
Aged 48 Years, Occupation – Business, Adhar Unique Identification No.
616663920785, Resident of House No. 302, Ward No. 4, Gajanan Nagar, Arvi Naka,
Wardha, Pin Code No. 442001, Tahsil and District - WARDHA; (4) SHRI. KISHOR S/o
VAMANRAO TIMANDE, Aged 49 Years, Occupation – Business, Adhar Unique
Identification No. 606137059017, Resident of House No. 2, Ward No. 2, Salod
Hirapur, Wardha, Pin Code No. 442001, Tahsil and District - WARDHA; AND (5)
SHRI. OMPRAKASH S/o DASHRATHJI WAIRAGADE, Aged 54 Years, Occupation –
Business, Adhar Unique Identification No. 986655408007, Resident of L-60, New
Mhada Colony, Ward No 05, Pipri Meghe, Omsai Behind Agragrami School, Wardha,
Pin Code No. 442001, Tahsil and District – WARDHA, hereinafter called the
“**DEVELOPER / PROMOTER / CONFIRMING PARTY**”, which expression shall
unless repugnant to the context or meaning thereof, always mean and include the
said “**PARTNERSHIP FIRM**”, as well as, their respective heirs, legal representatives,
executors, administrators, successors and assigns of the of the **THIRD PART**.

WHEREAS the Vendor named hereinabove own and possess the said property comprising ALL THAT Piece and Parcel of Amalgamated Plot No. **A-B** containing by total admeasurements **651.40 Sq. Mtrs.** being a portion of the entire land bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of **MOUZA – PIPRI (MEGHE), P.S.K. 21**, including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Property No. 1174/2, situated at Ward No. 2, HIG Colony, New Mhada Colony, Pipri (Meghe), Arvi Road, Wardha, within the limits of Grampanchayat Pipri (Meghe) in Tahsil and District – WARHDA and more particularly described schedule hereunder written (*hereinafter referred to as “the project land”*); AND

WHEREAS in pursuance of the acceptance by the allottee vide letter No. 6401 Dated 02-08-2004 of the Maharashtra Housing and Area Development Authority, Nagpur, the said Estate Manager, Nagpur Housing and Area Development Board vide its letter Na.M/7277 Dated 26-08-2004, has allotted a Plot of land bearing No. A containing by admeasurements 338.90 Sq. Mtrs. to Shri Utpal Sureshrao Hinge under High Income Group Housing Scheme situated at Pipri Meghe, Wardha upon the several terms and conditions contained therein; AND

WHEREAS on payment of premium and lease rent by the aforesaid allottee, the Maharashtra Housing and Area Development Authority by an Indenture of Lease Dated 09-01-2006 granted on lease hold rights the property comprising ALL THAT Piece and Parcel of Land baring Plot No. A containing by admeasurements 338.90 Sq. Mtrs. being a portion of the entire land bearing bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE). P.S.K. 21, including all other easementary rights appurtenant belonging thereto, situated at 2, HIG Colony, Pipri (Meghe) , Arvi Road, Wardha in Tahsil and District – WARHDA in favour of Shri. Utpal Sureshrao Hunge for a term commencing from 31-05-2005 and ending on 30-04-2035. The said Indenture of Lease Dated 09-01-2006, is duly registered at the Office of the Joint Sub-Registrar, Wardha in Book No. 1, at Serial No. 604 on 30-01-2006 on payment of requisite stamp duty and registration fees payable thereon; AND

WHEREAS the aforesaid Lessee Shri. Utpal Sureshrao Hunge later on transferred his aforesaid property ALL THAT Piece and Parcel of Land baring Plot No. A containing by admeasurements 338.90 Sq. Mtrs. being a portion of the entire land bearing bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE). P.S.K. 21, including all other easementary rights appurtenant belonging thereto, situated at 2, HIG Colony, Pipri (Meghe) , Arvi Road, Wardha in Tahsil and District – WARHDA by way of Sale to Mrs. Sandhya Gajanan Deollikar, by a Sale Deed Dated 30-6-2006, which is duly registered at the Office of the Sub-Registrar, Wardha in book No. 1 at Serial No.4199 on even date; AND

WHEREAS the aforesaid the then Owner Mrs. Sandhya Gajanan Deollikar later on transferred her aforesaid property comprising ALL THAT Piece and Parcel of Land baring Plot No. A containing by admeasurements 338.90 Sq. Mtrs. being a portion of the entire land bearing bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE). P.S.K. 21, including all other easementary rights appurtenant belonging thereto, situated at 2, HIG Colony, Pipri (Meghe) , Arvi Road, Wardha in Tahsil and District – WARHDA by way of Sale to Shri. Harshad Rajendra Misal, the Owner named hereinabove, by a Sale Deed Dated 07-05-2016, which is duly registered at the Office of the Sub-Registrar, Wardha in book No. 1 at Serial No.1119 on even date; AND

WHEREAS in pursuance of grant of permission by the Maharashtra Housing and Area Development Authority, the aforesaid Mrs. Sandhya Gajanan Deollikar by a Deed of Assignment Dated 26-12-2017 assigned her all rights, title and interest in respect of her aforesaid property comprising Plot No. A containing by admeasurements 338.90 Sq. Mtrs. in favour of Shri. Harshad Rajendra Misal, the Owner named hereinabove. The said Deed of Assignment Dated 26-12-2017, is duly registered at the Office of the Joint Sub-Registrar, Wardha in book No. 1 at Serial No.195 on 15-01-2018; AND

WHEREAS in pursuance of the acceptance by the allottee vide letter No. 6399 Dated 02-08-2004 of the Maharashtra Housing and Area Development Authority, Nagpur, the said Estate Manager, Nagpur Housing and Area Development Board vide its letter Na.M/7278 Dated 26-08-2004, has allotted a Plot of land bearing No. B containing by admeasurements 312.50 Sq. Mtrs. to Mrs. Sandhya Gajanan Deollikar under High Income Group Housing Scheme situated at Pipri Meghe, Wardha upon the several terms and conditions contained therein; AND

WHEREAS on payment of premium and lease rent by the aforesaid allottee, the Maharashtra Housing and Area Development Authority by an Indenture of Lease Dated 26-07-2005 granted on lease hold rights the property comprising ALL THAT Piece and Parcel of Land baring Plot No. B containing by admeasurements 312.50 Sq. Mtrs. being a portion of the entire land bearing bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE). P.S.K. 21, including all other easementary rights appurtenant belonging thereto, situated at 2, HIG Colony, Pipri (Meghe), Arvi Road, Wardha in Tahsil and District – WARHDA in favour of Mrs. Sandhya Gajanan Deollikar for a term commencing from 31-05-2005 and ending on 30-04-2035. The said Indenture of Lease Dated 26-07-2005, is duly registered at the Office of the Joint Sub-Registrar, Wardha in Book No. 1, at Serial No. 4838 on 24-08-2005 on payment of requisite stamp duty and registration fees payable thereon; AND

WHEREAS the aforesaid Shri. Sandhya Gajanan Deollikar later on transferred her aforesaid property comprising ALL THAT Piece and Parcel of Land baring Plot

No. B containing by admeasurements 312.50 Sq. Mtrs. being a portion of the entire land bearing bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE). P.S.K. 21, including all other easementary rights appurtenant belonging thereto, situated at 2, HIG Colony, Pipri (Meghe), Arvi Road, Wardha in Tahsil and District – WARHDA by way of Sale to Shri. Harshad Rajendra Misal, the Owner named hereinabove, by a Sale Deed Dated 23-06-2017, which is duly registered at the Office of the Joint Sub-Registrar, Wardha in Book No. 1 at Serial No. 1879 on even date on payment of requisite stamp duty and registration fees payable thereon; AND

WHEREAS in pursuance of grant of permission by the Maharashtra Housing and Area Development Authority, the aforesaid Mrs. Sandhya Gajanan Deollikar by a Deed of Assignment Dated 26-12-2017 assigned her all rights, title and interest in respect of her aforesaid property comprising Plot No. B containing by admeasurements 312.50 Sq. Mtrs. in favour of Shri. Harshad Rajendra Misal, the Owner named hereinabove. The said Deed of Assignment Dated 26-12-2017, is duly registered at the Office of the Joint Sub-Registrar, Wardha in book No. 1 at Serial No. 3154 on 26-12-2017; AND

WHEREAS the aforesaid Owner Shri Harshad Rajendra Misal has decided to amalgamate his aforesaid plots of land bearing No. A containing by admeasurements 338.90 Sq. Mtrs. and Plot No. B containing by admeasurements 312.50 Sq. Mtrs. for commercial and development purpose thus applied to the various Competent Authorities empowered on that behalf. In pursuance of the letter of Town Planner, Town Planning Department, Wardha bearing No. NRV/1555 Dated 27-06-2018, the Sub Divisional Officer, Wardha has accorded the amalgamation of aforesaid plots of land vide its Letter No. 211/MRC-80/2018-19 Dated 05-10-2018 upon the several terms and conditions contained therein and declared as Plot No. A-B containing by admeasurements 662.70 Sq. Mtrs. As a result therefore aforesaid Shri Harshad Rajendra Misal, the Owner named hereinabove has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein; AND

WHEREAS, the Vendor named hereinabove has now decided to develop the said property bearing Amalgamated Plot No. A-B into a COMMERCIAL and RESIDENTIAL ESTATE by constructing the Multistoried Building thereon consisting of various self contained separate Shops/Chambers/Offices and Apartments therein; AND

WHEREAS, the Vendor hereinabove named later on decided to develop the said amalgamated plot of land into a Commercial Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Shops/Chambers/Offices/Commercial Spaces and Apartments therein. And

accordingly the Vendor has prepared the Plan of a Multistoried Building proposed to be constructed on the said amalgamated plot of land and to be known and styled as “**SHREE BALAJI PRIDE**” and applied to the Competent Local Body Authority empowered on that behalf; AND

WHEREAS, the Town Planner, Town Planning Department, Wardha vide its letter No. TPW/759 dated 18-04-2019 has sanctioned the Building Plan of the proposed multistoried building standing on the said plot of land in pursuance of which the Sub Divisional Officer, Wardha has sanctioned the Plan of the Multistoried Building vide his Building Permit No. Prastu-3/BUILD CONST/SDO/KAVI/SR-151/2019 Dated 26-04-2019 upon the several terms and conditions contained therein; AND

WHEREAS, the Architect and Planner of Nagpur Housing and Area Development Authority vide its letter No/M.A./NR/8353/2019 Dated 11-09-2019 accorded No Objection Certificate for commencement of building construction; AND

WHEREAS, the aforesaid Vendor named hereinabove being thus desirous of developing the aforesaid property comprising Amalgamated Plot No. A-B containing by admeasurements 651.40 Sq. Mtrs. being a portion of the entire land bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of MOUZA – PIPRI (MEGHE), P.S.K. 21, including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Property No. 1174/2, situated at Ward No. 2, HIG Colony, New Mhada Colony, Pipri (Meghe), Arvi Road, Wardha, within the limits of Grampanchayat Pipri Meghe in Tahsil and District – WARHDA, by an Agreement of Development dated 18-03-2020 entrusted the entire work of Development of said property to the M/s. Balaji Buildcon upon the several terms and conditions contained therein. The said Agreement of Development dated 18-03-2020 is duly registered at the Office of the Joint Sub-Registrar, Wardha-2 in Book No. 1 at Serial No. 765 on even date on payment of requisite Stamp Duty and Registration Fee payable thereon **(hereinafter referred to as "the Development Agreement")**. By the said Agreement the Vendor has allowed and permitted the Developer / Promoter /Confirming Party to develop the said Project Land into a Commercial/Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Shops/Apartments therein; AND

THAT for implementing the aforesaid proposed scheme, the Grantor has executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favour of the Developer / Confirming Party on 18-03-2020 and the same is duly registered at the Office of the Joint Sub Registrar, Wardha-2 in Book No. 4 at Serial No. 766 on even date **(hereinafter referred to as "the Power of Attorney")**; AND

WHEREAS, the Vendor and Developer / Promoter / Confirming Party do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors have clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the Vendor is in possession of the project land and the Developer / Promoter / Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the Developer / Promoter / Confirming Party has proposed to construct a Multistoried Building on the project land, having Ground Floor and 3 (Three) Upper Floors. There are 8 (EIGHT) Shops, Stilt Parking Area, Lift and Staircase on the GROUND FLOOR. There are 8 (EIGHT) Shops on the FIRST FLOOR. There are 2 (TWO) Apartments on the FIRST FLOOR. There are 4 (FOUR) Apartments each on the SECOND and the THIRD FLOOR. Thus there are in all 16 (SIXTEEN) Shops and 10 (TEN) Apartments in the said Building and to be collectively known and styled as “**SHREE BALAJI PRIDE**”; AND

WHEREAS, the Developer / Promoter / Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the Developer / Promoter / Confirming Party has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Shree Balaji Pride, Plot No. A-B, Ward No. 2, HIG Colony, New Mhada Colony, Pipri (Meghe), Arvi Road, Wardha, Tahsil and District – WARDHA bearing No. _____ Dated _____; ***authenticated copy is attached in Annexure ‘F’***; AND

WHEREAS, the Developer / Promoter / Confirming Party has appointed Architect Shri. _____ Karde, having its Registered Office at _____, Wardha who is duly registered with the Council of Architects at _____; AND

WHEREAS, the Developer / Promoter / Confirming Party has also appointed the Structural Engineer Shri. _____ having his office at _____, Wardha for structural designs and drawings of the building/s and the Developer / Promoter / Confirming Party shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building; AND

WHEREAS, by virtue of the Development Agreement, the Developer / Promoter / Confirming Party has sole and exclusive right to sell the Apartments in the said building to be constructed by the Developer / Promoter / Confirming Party on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Developer / Promoter / Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architect Shri. _____ Karde, having his Registered Office at _____, Wardha and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (***hereinafter referred to as "the said Act"***) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser(s) and the Purchaser(s) is/are satisfied with the same and has no further or other information nor disclosure to be required from the Developer / Promoter / Confirming Party; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Promoter / Confirming Party, authenticated copies of extract of Village Forms VII and XII showing the nature of the title of the Vendors to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been ***annexed hereto and marked as Annexure C-1 & C-2 respectively***; AND

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Annexure-D***; AND

WHEREAS, the Developer / Promoter / Confirming Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act by executing a Deed of Declaration on 18-03-2020 and the same is also registered at the Office of the Sub

Registrar, Wardha-2 in Book No. 1 at Serial No. 767 on even date

Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title; AND

WHEREAS, the Developer / Promoter / Confirming Party has accordingly commenced construction of the said building in accordance with the said proposed plans; AND

WHEREAS, the Purchaser has applied to the Developer/Promoter/Confirming Party for purchase of **Shop No. _____** on **_____ Floor** in the said Project to be known and styled as **“SHREE BALAJI PRIDE”**; AND

WHEREAS, the Carpet Area of the said Apartment is **_____ Square Meters**; Open Balcony Area is **_____ Square Meters**; Built-up Area is **_____ Square Meters** and adjoining Terrace Area is **_____ Square Meters**; AND

WHEREAS, for the purpose of this agreement following areas are defined :

Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the shop is defined as the net usable floor area of a shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony but includes the area covered by the internal partition walls of the shop. Carpet area is shown separately in **FIRST SCHEDULE**.

Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ open balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **FIRST SCHEDULE**.

Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in **FIRST SCHEDULE**.

Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

WHEREAS, the Purchaser has agreed to pay to the Developer / Promoter / Confirming Party the total Sale Consideration of **Rs. _____/- (Rupees _____)** only, in the manner hereinafter appearing; AND

WHEREAS, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser for the sale in respect of the said apartment and therefore, Developer / Promoter / Confirming Party and the Purchaser are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act; AND

WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

**NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1. THAT, the aforesaid Project consists of Ground Floor and 3 (Three) Upper Floors. There are 8 (EIGHT) Shops, Stilt Parking Area, Lift and Staircase on the GROUND FLOOR. There are 8 (EIGHT) Shops on the FIRST FLOOR. There are 2 (TWO) Apartments on the FIRST FLOOR. There are 4 (FOUR) Apartments each on the SECOND and the THIRD FLOOR. Thus there are in all 16 (SIXTEEN) Shops and 10 (TEN) Apartments in the said project land to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Developer / Promoter / Confirming Party shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser **Shop No. _____** on the _____ **Floor** (hereinafter referred to as "the Apartment") having Carpet Area of _____ **Square Meters;**

Built-up Area is _____ **Square Meters** as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the aforesaid sale consideration which is to be paid by the Purchaser to the Developer / Promoter / Confirming Party towards the said Apartment hereinafter referred to as the **“Consideration amount”** appearing in the para manner of payment. The Developer / Promoter / Confirming Party specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and proportionate price of common areas & facilities which is detailed in **Schedule C**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.a) ii) The allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the allottee covered parking space bearing no. _____ situated at the _____ Basement and /or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ .

1.a) iii) The Total aggregate consideration amount for the apartment including garages / covered parking space is thus Rs. _____

1.b The total consideration amount/price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Developer / Promoter / Confirming Party in the following manner.

i) Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Developer / Promoter / Confirming Party by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Developer / Promoter / Confirming Party.

ii) Rs. _____=00 (Rupees _____) Only **(not exceeding 10% of the total consideration)** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on execution of this Agreement.

iii) Rs. _____=00 (Rupees _____) Only **(not exceeding 45% of the total consideration)** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the Plinth of the building / wing in which the said Apartment is located.

- iv) Rs. =00 (Rupees _____) Only
(not exceeding 50% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the First Slab of the
building in which the said Apartment is located.
- v) Rs. =00 (Rupees _____) Only
(not exceeding 55% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the Second Slab of the
building in which the said Apartment is located.
- vi) Rs. =00 (Rupees _____) Only
(not exceeding 60% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the Third Slab of the
building in which the said Apartment is located.
- vii) Rs. =00 (Rupees _____) Only
(not exceeding 65% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the Fourth Slab of the
building in which the said Apartment is located.
- ix) Rs. =00 (Rupees _____) Only
(not exceeding 70% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the slabs including
podiums and stilts of the building or wing in which the said
Apartment is located.
- ix) Rs. =00 (Rupees _____) Only
(not exceeding 75% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the walls, internal
plaster, floorings doors and windows of the said Apartment.
- x) Rs. =00 (Rupees _____) Only
(not exceeding 80% of the total consideration) agreed to
be paid by the Purchaser to the Developer / Promoter /
Confirming Party on completion of the Sanitary fittings,

staircases, lift wells, lobbies upto the floor level of the said Apartment.

- xi) Rs.

=00

(Rupees _____) Only
(not exceeding 85% of the total consideration) agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xii) Rs.

=00

(Rupees _____) Only
(not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- xiii) Rs.

=00

(Rupees _____) Only
agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs.	=00	(RUPEES _____ ONLY)
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1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer / Promoter / Confirming Party) up to the date of handing over the possession of the said Shop. The Purchaser specifically agrees to pay to the Developer / Promoter / Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer / Promoter / Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT,

Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer / Promoter / Confirming Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer / Promoter / Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the Developer / Promoter / Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Shop with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h THAT, the Developer / Promoter / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal

settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer / Promoter / Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Developer / Promoter / Confirming Party shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.i The Purchaser do hereby authorizes the Developer / Promoter / Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer / Promoter / Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer / Promoter / Confirming Party to adjust her/his payments in any manner.

2.1 THAT, the Developer / Promoter / Confirming Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Shop.

2.2 THAT, the Time is essence for the Developer / Promoter / Confirming Party as well as the Purchaser. The Developer / Promoter / Confirming Party shall abide by the time schedule for completing the project and handing over the Shop to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer / Promoter / Confirming Party as provided in clause 1 (b) herein above. (**"Payment Plan"**).

3. The Developer / Promoter / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is 1.40 only and Developer / Promoter / Confirming Party has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive

FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter / Confirming Party has disclosed the Floor Space Index as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Shop based on the proposed construction and sale of Shops to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date for which the Developer / Promoter / Confirming Party will have to obtain the prior consent of the Purchaser as per the provisions of the Rera Act.

4.1 If the Developer / Promoter / Confirming Party fails to abide by the time schedule for completing the project and handing over the Shop to the Purchaser, the Developer / Promoter / Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer / Promoter / Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Developer / Promoter / Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer / Promoter / Confirming Party.

4.2 Without prejudice to the right of the Developer / Promoter / Confirming Party to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned Schedule E then the Developer / Promoter / Confirming Party shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Developer / Promoter / Confirming Party within a period of 15 days, then the Developer / Promoter / Confirming Party shall be entitled to terminate this Agreement and deduct 10% of the Sale Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Developer / Promoter / Confirming Party is not responsible to refund any taxes and duties such as Service Tax / GST, stamp duty and registration charges which were

paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Developer / Promoter / Confirming Party, then the Developer / Promoter / Confirming Party shall deduct 10% of the total Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Shop has been booked by other Purchaser. In the event of cancellation by Purchaser, the Developer / Promoter / Confirming Party is not responsible to refund any taxes and duties such as service tax, GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer / Promoter / Confirming Party in the said building and the Shop as are set out in **Annexure 'E', annexed hereto**.

6. The Developer / Promoter / Confirming Party shall give possession of the Shop to the Purchaser on or before **31st day of December, 2023** If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Shop to the Purchaser on account of reasons beyond their/its control and of their agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer / Promoter / Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Shop on the aforesaid date, if the completion of building in which the Shop is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession – The Developer / Promoter / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Shop to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer / Promoter / Confirming Party shall give possession of the said Shop to the Purchaser. The Developer / Promoter / Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Developer / Promoter / Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Shop within 15 days of the written notice from the Developer / Promoter / Confirming Party to the Purchaser intimating that the said Shop is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Shop without prior written permission of the Developer / Promoter / Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendors/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, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendors/Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided that the Purchaser shall have also paid the entire agreed cost of construction of the Shop chosen by the Purchaser to the Confirming Party.

7.5 THAT on obtaining the 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 Shop chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Developer / Promoter / Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Shop he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 Failure of Purchaser to take Possession of Shop : Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause (8.1) the Purchaser shall take possession of the Shop from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter / Confirming Party shall give possession of the Shop to the Purchaser. If the Purchaser fails to take the possession of the Shop within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Developer / Promoter / Confirming Party. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Shop and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

The maintenance of Shop is the primary responsibility of the Purchaser and she/he/they shall always take necessary precautions and preventive measures to ensure that the Shop is maintained in a good condition. She/he/they shall not cause

any such activity that will be harmful to adjoining neighbours and for the building structure.

The Purchaser shall carry out at their own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser shall not demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop without the prior written permission of the Developer / Promoter / Confirming Party and/or the Society or the Limited Company

The Purchaser shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the said land and the building in which the Shop is situated.

7.8 If within a period of five years from the date of handing over the Shop to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter / Confirming Party any structural defect in the Shop or the building in which the Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter / Confirming Party at their/its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter / Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Shop, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated

as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Shop resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Shop or any part thereof or permit the same to be used only for purpose of residence for carrying on any Commercial use. He/She/They shall use the parking space only for purpose of parking vehicle.

8.2 THAT it is understood by the Purchaser that the Developer / Promoter / Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Developer / Promoter / Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 That the Developer / Promoter / Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is duly registered. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Shop/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 Shop/Apartment Owner or Owners.

9.4 The Developer / Promoter / Confirming Party shall, after the completion of the said project, the said property shall be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendors/ Developer / Promoter / Confirming Party in the common areas and facilities of the Building.

9.5 The Allottee along with other allottee(s)s Apartment in the building shall in forming and registering the society or Association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and the other documents necessary for the formation and registration of the society or Association all limited company and for becoming a member including the by-laws of the proportions society and duly filled in sign and returns to the promoter within 7 days of the being forwarded by the promoter to the allottee so as to enable the promoter to register organization of allottee ,So as to enable the promoter to register common organization of allottee no objection shall be taken by allottee is any character or modifications are made in the draught bye laws or the memorandum and or article Association as may be required by the register of cooperative societies are the registrations of companies as the case may be or any other complete authority.

a) The promoter shall within three months of registration of the society Association of limited company as aforesaid cost to the transferred to the society. Or Limited company all the right, title and interest of the Vendor/Lessor/original/owner/ promoter and /or the owners in the cell structure of the building or wing in which state department is situated

b) The promoter shall within three months of registrations of the Federation/ Apex body of the societies or limited company as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/Original/owner promoter and/or the owners in the project land on which the building with multiple Wings or buildings are constructed.

9.6 Within 15 days after notice in writing is given by the Developer / Promoter / Confirming Party to the Purchaser that the Shop is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop) of outgoings in respect of the project land and Building/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of

the building/s or wings is transferred to it, the Purchaser shall pay to the Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer / Promoter / Confirming Party provisional maintenance deposit amount of Rs. 50,000/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project.

This maintenance amount shall be deposited before handing over of possession of the said Shop. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

Developer / Promoter / Confirming Party shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in Schedule F, until Developer / Promoter / Confirming Party hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Developer / Promoter / Confirming Party is not for maintaining the project for any particular years. Developer / Promoter / Confirming Party hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Developer / Promoter / Confirming Party shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Purchasers and this maintenance fund will not be misused by the Developer / Promoter / Confirming Party for any other purpose. Upon formation of Society as mentioned above, the Developer / Promoter / Confirming Party shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser on the Developer / Promoter / Confirming Party on the maintenance amount. Developer / Promoter / Confirming Party shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitled to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / PROMOTER / CONFIRMING PARTY :

The Developer / Promoter / Confirming Party hereby represents and warrants to the Purchaser as follows :

- i. The Developer / Promoter / Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer / Promoter / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. The Developer / Promoter / Confirming Party shall have every right to change and appoint any new consultant as per his discretion & choice.
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer / Promoter / Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. It is specifically understood and agreed by the Purchaser that the prospectus and other advertising material published by the Developer / Promoter / Confirming Party's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Developer / Promoter / Confirming Party's and Purchaser. The details mentioned in Schedule C and D hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. The Developer / Promoter / Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

ix. The Vendors and/or Developer / Promoter / Confirming Party have/has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop which will, in any manner, affect the rights of Purchaser under this Agreement;

x. The Developer / Promoter / Confirming Party confirms that the Developer / Promoter / Confirming Party is not restricted in any manner whatsoever from selling the said Shop to the Purchaser in the manner contemplated in this Agreement;

xi. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

xii. At the time of execution of the Sale Deed of the Shop in favour of the Purchaser, the Developer / Promoter / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xiii. The Developer / Promoter / Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

xiv. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor and/or the Developer / Promoter / Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

xv. The Purchaser is fully aware that water connection for said Scheme is not yet obtained from Grampanchayat due to non availability of the said services by the Grampanchayat, Pipri (Meghe) and that the demand for water will be fulfilled either through bore-well or through any other available source. The Developer / Promoter / Confirming Party will only create suitable infrastructure for storage water treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter

and shall keep Grampanchayat/sanctioning authority/Developer / Promoter / Confirming Party indemnified at all times.

xvi. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developer / Promoter / Confirming Party or the Association/Condominium/Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the Developer / Promoter / Confirming Party as follows :-

- i. To maintain the Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop is situated and the Shop itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser hereby specifically agrees with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Shop/Apartments in the said building and keeping building materials on the available open land.
- iii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of goods which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iv. To carry out at her/his/their own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Purchaser and shall not do

or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Shop without the prior written permission of the Developer / Promoter / Confirming Party and/or the Association of the Apartment Owners.
- vi. The Purchaser hereby specifically agrees with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Shop/Apartments in the said building and keeping building materials on the available open land.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the project land and the building in which the Shop is situated. Pay to the Developer / Promoter / Confirming Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

Shop by the Purchaser for any purposes other than for purpose for which it is sold.

- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop until all the dues payable by the Purchaser to the Developer / Promoter / Confirming Party under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developer / Promoter / Confirming Party.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Developer / Promoter / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Shops/Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Promoter / Confirming Party shall bear and pay the 25% of regular Maintenance Charges payable for such unsold Shops/Apartments.

12. The Developer / Promoter / Confirming Party shall maintain a separate account in respect of sums received by the Developer / Promoter / Confirming Party from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

A. "In case the transaction is being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent , all amounts (including taxes) agreed as payable remuneration/ fees / charges for services/ commission / brokerage to the said Registered Real Estate Agent, shall be paid by the

Promoter/ allottee /both , as the case may be , in accordance with the agreed terms of payment.”

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Shops/Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer / Promoter / Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule 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 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 omission will always be subject to correction by the parties hereto.

15. After the Developer / Promoter / Confirming Party executes this Agreement he shall not mortgage or create a charge on the Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Shop.

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the Developer / Promoter / Confirming Party does not create a binding obligation on the part of the Developer / Promoter / Confirming Party or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer / Promoter / Confirming Party. If the Purchaser(s) fails to execute and deliver to the Developer / Promoter / Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter / Confirming Party, then the Developer / Promoter / Confirming Party shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the

booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said shop/apartment/plot/building, as the case may be.

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

20. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Shop/Plot] to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Developer / Promoter / Confirming Party through its authorized signatory at the Developer / Promoter / Confirming Party's Office, or at some other place, which may be mutually agreed between the Developer / Promoter / Confirming Party and the Purchaser, in Wardha after the Agreement is duly executed by the Purchaser and the Developer / Promoter / Confirming Party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Wardha.

24. The Purchaser and/or Developer / Promoter / Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Developer / Promoter / Confirming Party will attend such Office and admit execution thereof.

25. Developer / Promoter / Confirming Party specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Developer / Promoter / Confirming Party by Demand Draft or by local cheques drawn in its name or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name -: **M/s BALAJI BUILDCON**

ii. Bank Name -: _____

iii. Branch -: _____

iv. Account Number -: _____

v. IFSC code -: _____

vi. Account type -: CURRENT ACCOUNT

26. That all notices to be served on the Purchaser and the Developer / Promoter / Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer / Promoter / Confirming Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Notified Email ID : _____

Name of Purchaser
(Purchaser's Address)

M/s BALAJI BUILDCON.

Office at House No. L42, Ward No. 05, New Mhada Colony, Near Hanuman Mandir, Arvi Road, Pipri (Megh), Wardha-442001, Tahsil and District – WARDHA,
Notified Email ID : misalharshad143@gmail.com

It shall be the duty of the Purchaser and the Developer / Promoter / Confirming Party to inform each other of any change in address subsequent to the execution of this

Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer / Promoter / Confirming Party or the Purchaser, as the case may be.

27. JOINT PURCHASERS: In case there are Joint Purchasers all communications shall be sent by the Developer / Promoter / Confirming Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

28. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

29. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at WARDHA will have the jurisdiction for this Agreement.

31. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Project land)

ALL THAT Piece and Parcel of Amalgamated Plot No. **A-B** containing by total admeasurements **651.40 Sq. Mtrs.** being a portion of the entire land bearing Survey / Khasra / Gut Nos. 39/3, 41/2 and 42/2-3 of **MOUZA – PIPRI (MEGHE), P.S.K. 21,** including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Property No. 1174/2, situated at Ward No. 2, HIG Colony, New Mhada Colony, Pipri (Meghe), Arvi Road, Wardha, within the limits of Grampanchayat Pipri (Meghe) in Tahsil and District – WARHDA and the said Plot of land is bounded as under:

ON THE EAST	:	BY 12.00 MTRS WIDE ROAD,
ON THE WEST	:	BY PLOT NOS.1, 2 & 3,

ON THE NORTH : BY 9.00 MTRS WIDE ROAD,
ON THE SOUTH : BY PLOT NO. 1.

DESCRIPTION OF THE SHOP

Name of Building: “SHREE BALAJI PRIDE”

Apartment No.	Floor	Carpet Area (Sq.M.)	Built-up Area (Sq.M.)	Undivided Share in Land (%)

The said Shop is bounded as under:

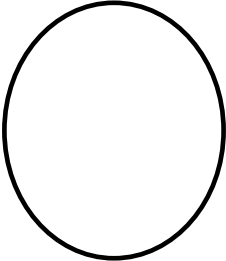
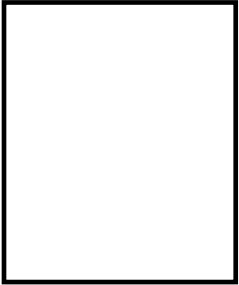
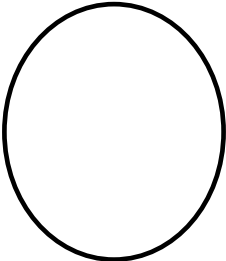
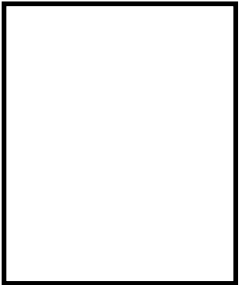
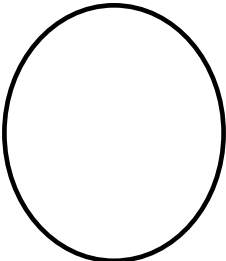
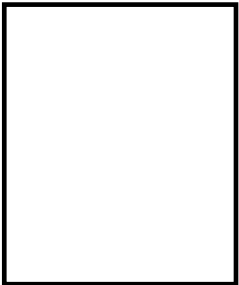
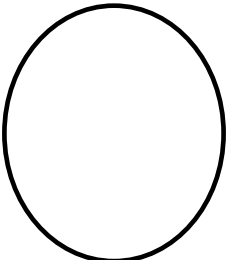
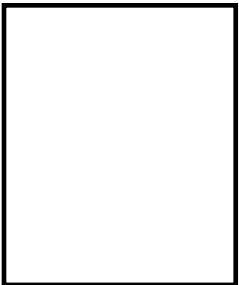
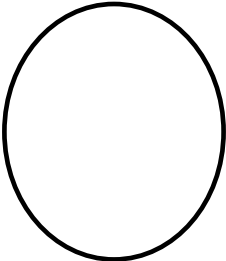
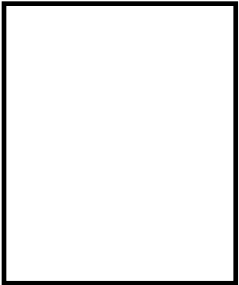
ON THE EAST : BY _____,
ON THE WEST : BY _____,
ON THE NORTH : BY _____,
ON THE SOUTH : BY _____.

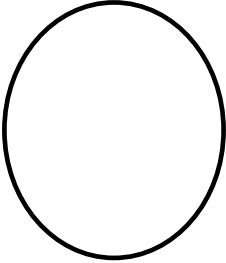
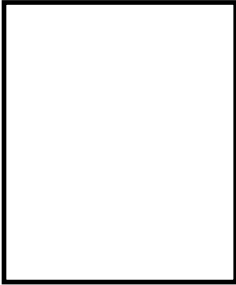
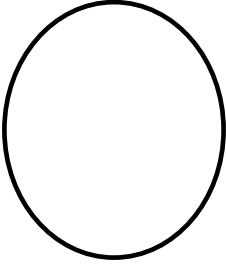
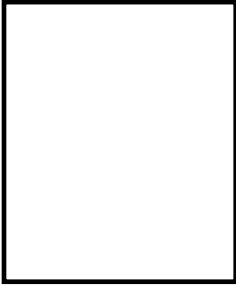
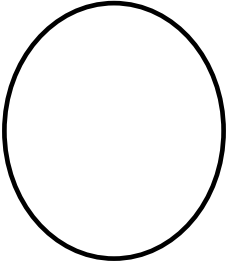
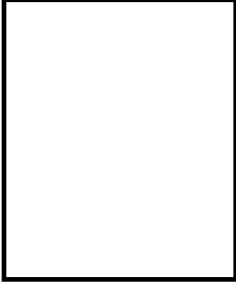
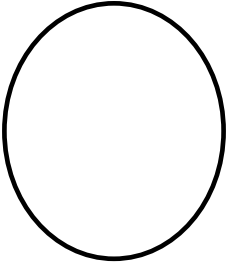
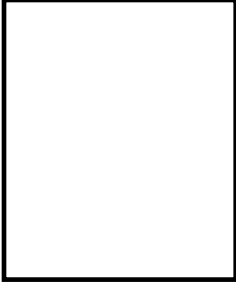
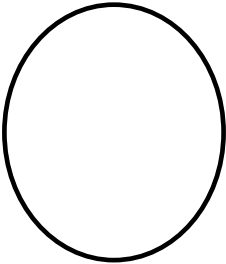
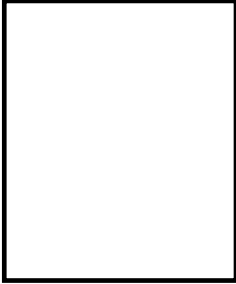
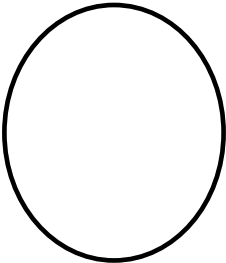
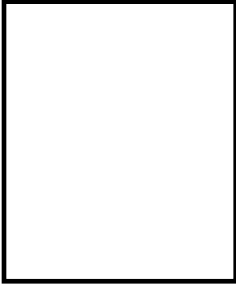
SECOND SCHEDULE ABOVE REFERRED TO
[Description of common areas and facilities]

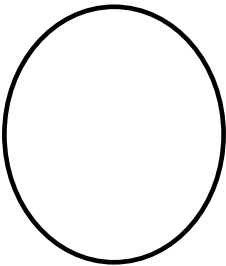
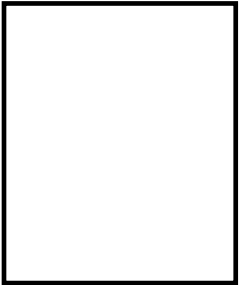
- a) Covered Parking and uncovered Parking facility is provided on the said land.
- b) Common passage leading to the Stair Ways.
- c) Compound wall on all South-West sides. 2 (TWO) Grill Gates are provided to the said Building for ingress and egress of Apartment Owners.
- d) The following facilities located throughout the building.
 - i) 2 (TWO) Staircase/s is/are provided to the said Building.
 - ii) A Bore Well with Electric Motor and Pump.
 - iii) Plumbing net work, throughout the building.
 - iv) Electric wiring network throughout the building.
 - v) Necessary light and public water connections.
 - vi) 2 (TWO) Overhead Water Tank/s.
 - vii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.
 - viii) 1 Lift having the capacity of 6 Passengers.
 - ix) AND in general all apparatus and installations existing for common use.

IN WITNESS WHEREOF the VENDOR, the PURCHASER(S) and the DEVELOPER / PROMOTER / CONFIRMING PARTY hereinabovenamed have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue

influence, threat, intoxication, misrepresentation and fraud of any kind, at WARDHA in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/s BALAJI BUILDCON 1) (HARSHAD RAJENDRA MISAL)
02			 2) (AMIT YASHVANTRAO DHANDE)
03			 3) (DILIP BHAURAOJI PILLEWAR)
04			 4) (KISHOR VAMANRAO TIMANDE)
05			5) (OMPRAKASH DASHRATHJI WAIRAGADE) Partners As a duly Constituted Attorney for the Vendor

			<u>VENDOR</u>
06			1) (_____)
07			2) (_____) <u>PURCHASER(S)</u>
08			FOR M/s BALAJI BUILDCON 1) (HARSHAD RAJENDRA MISAL)
09			2) (AMIT YASHVANTRAO DHANDE)
10			3) (DILIP BHAURAOJI PILLEWAR)
11			4) (KISHOR VAMANRAO TIMANDE)

12			5) (OMPRAKASH DASHRATHJI WAIRAGADE) Partners <u>DEVELOPER / PROMOTER / CONFIRMING</u> <u>PARTY</u>
<i>Drafted by Sandeep Shastri, Advocate, at the instruction and information given, undertaking, warranties by parties to this Deed on their satisfaction, declarations and sole responsibilities towards the contents of this draft is to be found true and correct.</i>			
<u>WITNESSES :</u> (1) _____(2) _____			