AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE Rs. ONLY

THIS AGREEMENT TO SELL is made on this _____ day of JANUARY, 2014, BETWEEN: **M/s. SHANTI CONSTRUCTIONS & DEVELOPER** acting through its Proprietor SHRI VINOD S/o RAMASHRY TRIPATHI, Aged 38 Years, Occupation – Business, (Income Tax PAN No. ACYPT-7368-N), Resident of 4, Kamlakar Palace, Opposite Shankarnagar Garden, Nagpur 440 010, Tahsil and District – NAGPUR, hereinafter 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 legal heirs, administrators, successors and assigns of the ONE PART.

AND

Contd. . .

SHRI. _____ S/o _____, Aged _____ Years, Occupation – Service, Resident of _____, Tahsil – _____, District - _____, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS the Vendor namedhereinabove owns the properties comprising ALL THOSE Pieces and Parcels of land bearing Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 containing by admeasurement 154.36 Sq. Mtrs., 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs.,135.00 Sq. Mtrs. and 155.02 Sq. Mtrs. thus total area of 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.) being the portion of entire land bearing Survey / Khasra / Gut No. 18/4-A of MOUZA – WAGDARA, P.S.K. 46, situate at Wagdara, within the limits of Grampanchayat Issasani, in Tahsil - Hingna and District – NAGPUR; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 50 containing by admeasurementS 154.36 Sq. Mtrs. (OR 1661.53 Sq. Ft.) being the portion of entire land bearing Survey / Khasra / Gut No. 18/4-A of MOUZA – WAGDARA, P.S.K. 46, situated at Wagdara, within the limits of Grampanchayat Issasani, in Tahsil - Hingna and District – NAGPUR, belongs to Shri. Laxman Devidas Padole having purchased the same by him from (i) Mrs. Krishna Gautam Gajbhiye, (ii) Shri. Prashant Kamaldas Gajbhiye and (iii) Shri. Sidharth Gholuji Gajbhiye, by a Sale Deed dated 03-09-2011, which is duly registered at the Office of Sub Registrar, Hingna in Book No. 1 at Serial No. 4617 on even date; AND

WHEREAS in the like manner ALL THOSE Pieces and Parcels of land bearing Plot Nos. 51, 52, 53, 70, 71 and 72, containing by admeasurements 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs. and 135.00 Sq. Mtrs. thus total area of 810.00 Sq. Mtrs. (i.e. 8718.84 Sq. Fts.) being the portion of entire land bearing Survey / Khasra / Gut No. 18/4-A of MOUZA – WAGDARA, P.S.K. 46, situated at Wagdara, within the limits of Grampanchayat Issasani, in Tahsil - Hingna and District – NAGPUR, belongs to Shri. Laxman Devidas Padole having purchased the same by him from (i) Mrs. Krishna Gautam Gajbhiye, (ii) Shri. Prashant Kamaldas Gajbhiye and (iii) Shri. Sidharth Gholuji Gajbhiye, by a Sale Deed dated 03-09-2011, which is duly registered at the Office of Sub Registrar, Hingna in Book No. 1 at Serial

No. 4618 on even date and same is also accordingly mutated in his sole name in all relevant records; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 73 containing by admeasurements 155.02 Sq. Mtrs. (OR 1668.635 Sq. Ft.) being the portion of entire land bearing Survey / Khasra / Gut No. 18/4-A of MOUZA – WAGDARA, P.S.K. 46, situated at Wagdara, within the limits of Grampanchayat Issasani, in Tahsil - Hingna and District – NAGPUR, belongs to Shri. Sanjay Pandurangji Kadu having purchased the same by him from (i) Mrs. Krishna Gautam Gajbhiye, (ii) Shri. Prashant Kamaldas Gajbhiye and (iii) Shri. Sidharth Gholuji Gajbhiye, by a Sale Deed dated 02-09-2011, which is duly registered at the Office of Sub Registrar, Hingna in Book No. 1 at Serial No. 4606 on even date; AND

WHEREAS aforesaid Shri. Laxman Devidas Padole lateron transferred/sold his aforesaid properties comprising ALL THOSE Pieces and Parcels of land bearing Plot Nos. 50, 51, 52, 53, 70, 71 and 72, containing by admeasurement 154.36 Sq. Mtrs., 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs. and 135.00 Sq. Mtrs. thus total area of 964.36 Sq. Mtrs. (i.e. 10380.37 Sq. Ft.) being the portion of entire land bearing Survey / Khasra / Gut No. 18/4-A of MOUZA – WAGDARA, P.S.K. 46, situate at Wagdara, within the limits of Grampanchayat Issasani, in Tahsil - Hingna and District – NAGPUR to M/s. Shanti Constructions and Developer, the Vendor named above by a Sale Deed dated 20-12-2012, which is duly registered at the Office of Joint Sub Registrar, Hingna at Serial No. 5352 on 21-12-2012 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 2820 dated 08-01-2013. As a result therefore aforesaid M/s. Shanti Constructions and Developer, the Vendor named above now become an exclusive, absolute and full Owner of the Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 containing by admeasurement 154.36 Sq. Mtrs., 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs. and 155.02 Sq. Mtrs. thus total area of 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.); AND

WHEREAS the aforesaid entire land bearing Survey Nos. 18/4-A and 18/4-B having an area of 2.44 Hectares of MOUZA – WAGDARA, P.S.K. 46 is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide its Order No. Prastut/Jilhadhikari/KaVi=599/2011 Dated 05-03-2011 passed in Revenue Case No. 214/NAP-34/2010-2011; AND

WHEREAS the layout on the said Survey Nos. 18/4-A and 18/4-B of MOUZA – WAGDARA, P.S.K. 46 is duly sanction by the Asst. Director, Town Planning vide its Order No. Sasanag/2863 dated 31-05-2008; AND

WHEREAS the said Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 out of the said layout are Released by the Nagpur Improvement Trust, Nagpur vide its Letter No. 151, 152, 153, 154, 155, 156, 157 and 150 respectively all dated 10-10-2012; AND

WHEREAS the said Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 are amalgamated by the Nagpur Improvement Trust vide its letter BE-2(M)/88 Dated 04-12-2012 in the Case No. MRG-1170, Dated 11-10-2012; AND

WHEREAS M/s. Shanti Constructions and Developer being desirous of developing the aforesaid plot of lands containing by total admeasurements 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.) into the RESIDENTIAL ESTATE by constructing Multistoried Building thereon consisting of various self contained separate Apartments of 2 BHK therein and framed a scheme for development/construction and sale under name and styled as 'MAPLE ENCLAVE PHASE-1' hereinafter referred to as the 'Said Project' thus applied to the Nagpur Improvement Trust for sanction of the said Project; AND

WHEREAS the Building Plans are sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide Building Permit No. B.E.(Metro)/West/Hingna Tahsil/MB3717/2012122859/172 Dated 08-02-2013 thus issued Appedinx "D", form for sanction of Building Permit and Commencement Certificate vide No. BE(Metro)/B.P./162 dated 18-02-2013; AND

WHEREAS the Vendor has started the construction on the said Plots of lands into a residential Multistoried Building thereon consisting of various self contained separate Apartments therein on the said Plots of land and to be collectively known and styled as **"MAPLE ENCLAVE"** according to the Plans which is duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur.

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

WHEREAS the Purchaser has also seen and approved the Plans of the proposed Multistoried building; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed Building for her/his Residential use with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the proportionate undivided share and interest in the said Plot of land containing by total admeasurements 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.) Togetherwith the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a Multistoreyed Building proposed to be constructed thereon and to be known and styled as “MAPLE ENCLAVE”; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ Percent share and interest in ALL THOSE Pieces and Parcel of land bearing Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 containing by admeasurement 154.36 Sq. Mtrs., 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs. and 155.02 Sq. Mtrs. thus total area of 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.), being a portion of Non Agricultural Land bearing Survey Nos. 18/4-A and 18/4-B of Mouza – WAGDARA, P.S.K. 46 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs., Built-up area of _____ Sq. Mtrs. on the _____ FLOOR of the Building proposed to be constructed thereon and known and styled as “**MAPLE ENCLAVE**” covering a Super Built-up area of _____ Sq. Mtrs. (OR ____ Sq. Fts.) alongwith adjoining Terrace Area of ____ Sq. Mtrs. situate at Village – Wagdara, within the limits of the Gram Panchayat – Issasani, in Tahsil – Hingna and District – NAGPUR and more particularly described in the FIRST and SECOND Schedules hereunder written.

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

the Vendor in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials.

MANNER OF PAYMENT:

Rs. 50000_____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____-2015, Drawn on _____, as Earnest Money at the time of booking, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____-2015, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____-2015, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____-2015, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after Completion of foundation.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after Completion of Plinth Level.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after casting Ground Floor Slab.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after casting First Slab.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after casting Second Slab.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after casting Third Slab.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the after completion of Forth Slab.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after completion of Brick work.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after completion of Plaster work.

Rs. _____=00 (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after completion of Flooring and Fininshin work.

Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor on or before taking over the actual possession of the chosen unit.

Rs. _____=00 **(TOTAL RUPEES _____ _____ ONLY)**

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due dates. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Undivided share and

interest in the said Plots of land Togetherwith Apartment to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by her/him, shall not be a ground for non payment of any of the installments on due dates.

(3) THAT the _____ Percent undivided share and interest in the said Plots of land Togetherwith Apartment hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted' the same without any further investigation.

(5) 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 and interest in the said Plots of land affecting the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Vendor shall remain exclusively incharge of the entire construction of the proposed Apartment on the said Plots of land in all respects without any let, hindrance or interference by the Purchaser.

(7) THAT the Vendor shall erect and build the proposed Apartment strictly in accordance with the Plan sanctioned by the Building Engineer of the Nagpur Improvement Trust and the specifications mentioned in the map appended hereto.

(8) THAT the Vendor has reserved its right to revise the sanctioned Plan subject to approval of the Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess the proportionate undivided share and interest in the said Plots of land Togetherwith Apartment out of the proposed complex more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Vendor shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Sales Tax/Turn Over Tax, Service Tax, VAT etc. are paid by her/him in full to it.

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

(12) THAT during the period of building construction the Purchaser with Two days advance Intimation to the Vendor, may enter upon the said Plots of lands to inspect the Plans, specifications and the Building materials, if available at site.

(13) THAT for the purpose of giving clear title over the said Apartment chosen by the Purchaser and each of the other buyers of Apartment in the said building out of the complex, the Vendor has executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Joint Sub-Registrar, Hingna in Book No.1 at Serial No. _____ on ____-2013. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

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

(15) THAT the available open space (excluding the Restricted Area mentioned in the

Deed of Declaration) the common areas and common facilities as may be provided to the said complex shall be of common use of all the units Owners in the said complex and shall always remain undivided and no partition of division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other unit Owner or Owners.

(16) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end the amount till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting there from a Fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages within 3 (THREE) Months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the proportionate share and interest in the said Plots of land Togetherwith said Apartment shall also be extinguished and come to an end simultaneously as a matter of Course. In such event the Vendor shall be at full liberty to sell the said Undivided share and interest in the said Plots of land and also the said Apartment to any prospective/intending buyer without any further notice or reference to the Purchaser.

(17) THAT the Purchaser hereby specifically agrees with the Vendor that even after her/his taking over the actual possession of the said Apartment chosen by her/him, she/he will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other units in the said Complex and keeping building materials on the available open land.

(18) THAT the Purchaser further agrees to pay to the Vendor the Sales Tax or Turn Over Tax, if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said Apartment or on the cost of Building materials used or the cost of land as the case may be and shall always keep the Vendor indemnified against the same.

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

(20) THAT the Vendor shall deliver the actual possession of the proportionate undivided share and interest in the said Plots of land Togetherwith said Apartment hereby agreed to be sold to the Purchaser or her/his nominee(s) at the time of Registration of the Sale Deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said the proportionate undivided share and interest in the said Plots of land thereof and the said Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(21) THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else she/he shall be treated as a tress passer.

(22) THAT the Vendor 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 Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, it will execute a proper Sale Deed relating to the said Undivided Proportionate share in the said Plot of land Togetherwith the aforesaid Apartment in favour of the Purchaser or the nominee(s) appointed by her/him and get the same duly registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the said Apartment chosen by her/him to the Vendor.

(23) THAT on obtaining the proper Sale Deed relating to the share and interest in the said plots of land hereby agreed to be sold, the same will be held by the Purchaser togetherwith said Apartment by her/him in the proposed complex shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(24) THAT the Purchaser shall pay Non Agricultural assessments and all other dues whatsoever accruing payable in respect of her/his in the said plot of land to the concerned authorities with effect from the date or Registration of the Sale Deed or from the date of possession whichever is earlier onwards and shall always keep the Vendor indemnified against such payments.

(25) THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of building and the Purchaser will neither

object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay nor shall the Purchaser demand any rent etc. for any signs displayed by it.

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

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

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

(29) THAT the Purchaser undertakes to notify in writing any change in her/his address to the Vendor.

(30) THAT it is agreed by and between the Parties hereto that any dispute arising between the parties hereto shall be referred to the Arbitration of appointed by both the Parties hereto. The Arbitrator will have the authority and power to - (A) Interpret the terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of said Apartment, (C) To settle the Complaint regarding construction etc. The Parties hereto are also at liberty to refer any other matter between them to the Arbitrator he shall decide the same and the award of Arbitrator shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding Arbitration, the Parties hereto specifically agree not to approach any court of law or

Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration Proceedings.

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

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

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

FIRST SCHEDULE REFERRED TO ABOVE
(PROPERTY TO BE DEVELOPED)

THE UNDIVIDED_____ PERCENT share and interest in Plot Nos. 50, 51, 52, 53, 70, 71, 72 and 73 containing by admeasurement 154.36 Sq. Mtrs., 135.00 Sq. Mtrs. 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs., 135.00 Sq. Mtrs. and 155.02 Sq. Mtrs. thus total area of 1119.38 Sq. Mtrs. (i.e. 12049 Sq. Ft.), being a portion of Non Agricultural Land bearing Survey Nos. 18/4-A and 18/4-B of Mouza – WAGDARA, P.S.K. 46, situate at Wagdara, within the limits of the Grampanchayat – Isasani, in Tahsil – Hingna and District - NAGPUR and bounded as under:-

ON THE EAST : BY _____,

ON THE WEST : BY _____,

ON THE NORTH : BY _____,

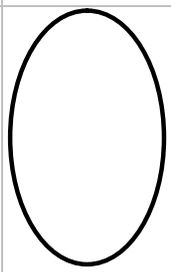
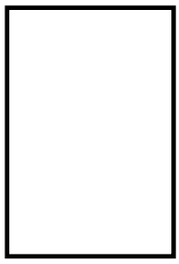
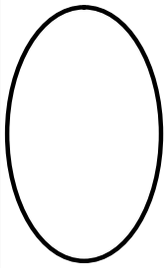
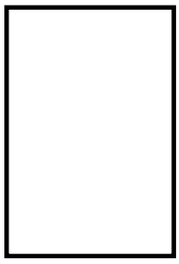
ON THE SOUTH : BY _____,

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** ____ covering a Carpet area of _____ Sq. Mtrs., Built-up area of _____ Sq. Mtrs. on the _____ **FLOOR**

of a Building proposed to be constructed on the aforesaid Plots of land and to be known and styled as **"MAPLE ENCLAVE"** covering a Super Built-up area of _____ Sq. Mtrs. (OR _____ Sq. Fts.) alongwith the adjoining Terrace Area of _____ Sq. Mtrs.

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

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(VINOD RAMASHRY TRIPATHI)** **Proprietor of SHANTI CONSTRUCTION & DEVELOPERS** **VENDOR**
02			**(_____)** **PURCHASER**

WITNESSES :

(1) _____ **(2)** _____