AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ Day of JULY, 2017 BETWEEN SHRI. RAJENDRA S/o SHRIKRISHNA DESHMUKH, Aged 58 Years, Occupation - Business, Resident of Plot No. 99, Ramdaspeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN ABGPD5838C & AADHAR No. _____)**, acting through his duly Constituted Attorney M/S. J. D. BUILDCON PRIVATE LIMITED **(PAN AACCJ2285R & AADHAR No. _____)**, represented through its Directors (1) SHRI. MAHESH S/o SHARADRAO DANDE, Aged 49 Years, Occupation – Business, Resident of Raj Nagar, Nagpur-440013, Tahsil and District – NAGPUR **(PAN ABMPD6924H & AADHAR No. _____)**; AND (2) SHRI. SANJAY S/o LATE SHRI. SURESH JOSHI, Aged 50 Years, Occupation - Business, Resident of 36, Tilaknagar, Nagpur-440010, Tahsil and District - NAGPUR **(PAN ABLPJ1602R & AADHAR No. _____)**, 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 heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

MRS./SHRI. _____ W/o-S/o _____, Aged ____ Years, Occupation - _____, Resident of _____, Nagpur, Tahsil and District – NAGPUR **(PAN _____ & AADHAR No. _____)**, 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 heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

AND

M/S. J. D. BUILDCON PRIVATE LIMITED **(PAN AACCJ2285R)**, A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U70102MH2009PTC196038 Dated 24-9-2009 having its Registered Office at M-007, Suprabhat Sankul, Buty Layout, Dharampeth Extension, Nagpur-440010 and acting through its Directors (1) SHRI. MAHESH S/o SHARADRAO DANDE, Aged 49 Years, Occupation – Business, Resident of Raj Nagar, Nagpur-440013, Tahsil and District – NAGPUR **(PAN ABMPD6924H & AADHAR No. _____)**; AND (2) SHRI. SANJAY S/o LATE SHRI. SURESH JOSHI, Aged 50 Years, Occupation - Business, Resident of 36, Tilaknagar, Nagpur-440010, Tahsil and District - NAGPUR **(PAN ABLPJ1602R & AADHAR No. _____)**, hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the THIRD PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 99 in Civil Station Expansion Scheme, containing by admeasurement 9200 Sq. Ft. (OR 854.70 Sq. Mtrs.) (As per City Survey Records the area is 859.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 145 of Mouza – LENDHRA, bearing City Survey No. 649 and Sheet No. (38) 22/II of Mouza – LENDHRA, situate at East High Court Road, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR, Originally belonged to Dr. Sakharam S/o Dajisaheb Deshmukh, being his separate property; AND

WHEREAS the said Dr. Sakharam S/o Dajisaheb Deshmukh lateron constructed a Residential Bungalow on the said Plot No. 99 bearing Corporation House No. 271 some time in the year 1950-51; AND

WHEREAS the said Dr. Sakharam S/o Dajisaheb Deshmukh executed his LAST WILL AND TESTAMENT on 10-12-1949 and a Codicil to the said Will on 10-2-1955 and thereby he had bequeathed the aforesaid entire property to his daughter-in-law Mrs. Kusum W/o Shrikrishna Deshmukh absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Dr. Sakharam S/o Dajisaheb Deshmukh breathed his last on 26-2-1955 and consequent upon his death/demise the aforesaid Mrs. Kusum W/o Shrikrishna Deshmukh became an exclusive, absolute and full Owner of the aforesaid entire property in terms of the said Codicil Dated 10-2-1955; AND

WHEREAS on expiration of the Original term of Lease, the Nagpur Improvement Trust lateron extended the same for a further term commencing from 15-2-1951 and ending on 14-2-2011 by executing a Renewed Indenture of Lease regarding the aforesaid Plot in favour of the said Mrs. Kusum W/o Shrikrishna Deshmukh on 14-5-2002, which is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 981 on 28-5-2002; AND

WHEREAS the said Mrs. Kusum W/o Shrikrishna Deshmukh executed her LAST WILL AND TESTAMENT on 18-10-2004 and thereby she had bequeathed the aforesaid entire property to her son Shri. Rajendra Deshmukh, the Vendor hereinabovenamed, absolutely forever with heritable and transferable rights therein. The said Will Dated 18-10-2004 is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 3 at Sr. No. 6199 on even date; AND

WHEREAS the daughters of Mrs. Kusum W/o Shrikrishna Deshmukh namely Mrs. Mrinalini Alias Rani W/o Suresh Deshpande and Mrs. Sarita W/o Vishwasrao Mahajan lateron voluntarily executed a Deed of Release relating to the aforesaid property in favour of their brother Shri. Rajendra S/o Shrikrishna Deshmukh on 14-3-1995, which is duly Registered in the Office of the Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 383 on Pages 116 to 120 at Sr. No. 849 on even date; AND

WHEREAS the said Mrs. Kusum W/o Shrikrishna Deshmukh had availed the Loan from Bank of Baroda, having its Head Office at Mandvi Baroda and Branch Office at Mahal, Nagpur and mortgaged the aforesaid property to it by way of security for the repayment of Loan. A Deed of Mortgage to that effect was executed by her in favour of the said Bank on 15-7-2002 which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2378 on even date; AND

WHEREAS in the mean time the aforesaid property was attached by the Recovery Officer, Debts Recovery Tribunal, Nagpur in execution of Recovery Certificate No. 35/02 wherein the Certificate Holder was State Bank of India, Ramdaspeth Branch, Nagpur and the Certificate Debtor was M/s. Dee Bee Agro Products Private Limited, Nagpur. However the said property was lateron released from attachment vide Order Dated 31-12-2002 passed by Shri. R. G. Madankar, Recovery Officer, Debts Recovery Tribunal, Nagpur; AND

WHEREAS during the course of time the said Mrs. Kusum W/o Shrikrishna Deshmukh repaid the entire amount of Loan Togetherwith an interest accrued thereon to the aforesaid Mortgagee Bank i.e. Bank of Baroda and got the said property freed and discharged from its mortgage. And according a Deed of Release of Mortgage is executed by Bank of Baroda in favour of Late Mrs. Kusum W/o Shrikrishna Deshmukh, as a Mortgagor and Shri. Neeraj S/o Rajendra Deshmukh as a Guarantor on 12-11-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 5974 on even date; AND

WHEREAS the said Mrs. Kusum W/o Shrikrishna Deshmukh left for heavenly abode on 20-2-2009 and consequent upon her death/demise, her son Shri. Rajendra Deshmukh, the Vendor hereinabovenamed, has now become an exclusive, absolute and full Owner of the aforesaid entire property with heritable and transferable rights

therein in terms of the said Will Dated 18-10-2004. Accordingly the said property is duly mutated in the name of the Vendor in all relevant records; AND

WHEREAS on expiration of the Second term of Lease, the Nagpur Improvement Trust renewed the same for a further period commencing from 15-2-2011 and ending on 14-2-2041 by executing a Renewed Indenture of Lease regarding the aforesaid Plot in favour of the Vendor hereinabovenamed on 23-8-2011, which is duly Registered in the Office of the Sub-Registrar, Nagpur-8 in Book No. 1 at Sr. No. 4853 on 24-8-2011; AND

WHEREAS the Vendor lateron decided to develop the aforesaid property into a COMMERCIAL/RESIDENTIAL ESTATE by constructing a Multistoreyed building thereon consisting of various Showrooms and self contained separate Apartments therein. And accordingly by an Agreement of Development and Promotion Dated 18-12-2013 he has entrusted the entire work of Development of the said property to the Confirming Party hereinabovenamed upon the several terms and conditions contained therein. The said Agreement of Development and Promotion Dated 18-12-2013 is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 8881 on even date on payment of requisite Stamp Duty of Rs. 39,75,000/- and Full Registration Fees of Rs. 30,000/- payable thereon. In pursuance of the said Agreement the Vendor has also executed a General Power of Attorney regarding the Development of the said property in favour of the Confirming Party on 18-12-2013 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 8882 on even date. A Deed of Correction to the said Agreement of Development and Promotion Dated 18-12-2013 is executed on 17-12-2016 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 6081 on even date; AND

WHEREAS by the same Agreement the Vendor has further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual buyer as may be nominated by the Confirming Party hereto; AND

WHEREAS in pursuance of the said Agreement the Confirming Party has accordingly prepared a Plan of a Multistoreyed building proposed to be constructed on the said Plot No. 99 and to be known and styled as “WEST COURT APARTMENTS” and the same is duly sanctioned by the Town Planner, Town Planning Department, Nagpur Municipal Corporation vide his Building Permit No. 68/BP/Lendhra/TP/NMC/175 Dated 22-11-2016. The Confirming Party has decided to load the T.D.R. of 650 Sq. Mtrs. on the proposed Multistoreyed building. Shri. _____ S/o _____, Resident of _____ bearing Registration No. _____ has been appointed as an Architect of the proposed Project; AND

WHEREAS the Confirming Party has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Nagpur bearing Registration No. _____ Dated -7-2017; AND

WHEREAS the Vendor and the Confirming Party do hereby jointly and severally declare that the aforesaid Plot of land is Nagpur Improvement Trust Leasehold land. The Confirming Party has availed Project Finance from State Bank of India, Hingna Industrial Branch against the aforesaid property; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable. The Confirming Party has given the inspection of all the relevant title deeds, legal papers, sanctions and permissions accorded by the sanctioning authority to the proposed project to the Purchaser to her/his full satisfaction; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Building. The Purchaser has satisfied herself/himself regarding the Carpet Area of the proposed Apartment and proportionate share in land to be allotted to such Apartment by the Confirming Party; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed Building proposed to be constructed on the said Plot of land for her/his Residential Use with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Plot No. 99 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "WEST COURT APARTMENTS" and after detailed negotiations she/he has also specifically and unconditionally agreed to pay, provide and contribute the entire agreed cost of construction of the said Apartment to the Confirming Party; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor and the Confirming Party have now jointly 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/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 99 in Civil Station Expansion Scheme, containing by admeasurement 9200 Sq. Ft. (OR 854.70 Sq. Mtrs.) (As per City Survey Records the area is 859.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 145 of Mouza – LENDHRA TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs./Built-up area of _____ Sq. Mtrs. and Covered/Open Balcony area of _____ Sq. Mtrs. on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "WEST COURT APARTMENTS" alongwith Covered Parking Space/Garage for ____ Car/s having an area of _____ Sq. Mtrs. on _____ Floor allotted to the said Apartment, bearing Corporation House No. 283, City Survey No. 649 and Sheet No. (38) 22/II of Mouza – LENDHRA, situate at Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation

Ward No. 72 in Tahsil 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 (i.e. Rs. _____/- Only towards the agreed cost of the Undivided Proportionate share and interest in the said Plot of land and the cost of construction of the said Apartment + Rs. _____/- Only towards the agreed cost of the Covered Parking space/Garage to be allotted to the said Apartment), which the Purchaser has specifically agreed to pay to the Confirming Party 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 over the basic rates.

MANNER OF PAYMENT :

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Confirming Party towards Booking by Cheque No. _____ Dated -7-2017 Drawn on _____ Bank _____, Nagpur, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of Plinth.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before casting of Ground Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before casting of First Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before casting of Second Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before casting of Third Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before casting of Fourth Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of individual Brick work.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of Plastering Work.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of Finishing Work.

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

Rs. _____ (TOTAL RUPEES _____ ONLY).

The aforesaid total sale consideration is exclusive of the charges for Deposits and installations of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. which will be separately borne and paid in full by the Purchaser to the Confirming Party on demand and shall always indemnify the Confirming Party against such payments/dues/penalties etc.

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is 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 stages. 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 Confirming Party. In the event of such termination/Cancellation of this Agreement, the Confirming Party shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Confirming Party shall within 35 Days 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. 2,00,000/- (Rupees Two Lac) 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 stages.

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

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

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to outgoing agreements, restrictions and rights of the Vendor and the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that by an Agreement Dated 18-12-2013 made between the Confirming Party and the aforesaid Vendor, the former is allowed and permitted to develop the said Plot of land and shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the aforesaid Vendor. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Confirming Party shall erect and build the proposed Multistoreyed building consisting of various Showrooms and self contained separate Apartments therein strictly in accordance with the plan sanctioned by the Town Planner, Town Planning Department, Nagpur Municipal Corporation and the Specifications mentioned in ANNEXURE - A appended thereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendor/Confirming Party has reserved his/its right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust. The Purchaser hereby assures the Vendor/Confirming Party that she/he shall accord his/his voluntary consent and shall extend all the necessary and reasonable co-operation to get the Revised Building Plan duly sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation. The Vendor/Confirming Party shall have every right, on obtaining prior approval of the Purchaser, to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary in relation to any unsold premises out of the said Building.

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

(10) THAT the Confirming Party shall complete the said building and make the Apartment chosen by the Purchaser available for her/his occupation on or before 31-12-2018 failing which the Confirming Party shall pay a sum at the rate of Rs. 20,000/- Only Per Month by way of liquidated damages to the Purchaser with effect from 1-1-2019 till the date of handing over actual possession of the said Apartment to her/him. However the Confirming Party shall be entitled to reasonable extension of time for delivery of possession of the said Apartment to the Purchaser on the stipulated date, if the completion of the building is delayed on account of :-

i. War, Civil Commotion or act of God.

ii Any Notice, Order, Rule, Notification of the Government/Other public or competent authority/any Court.

iii. Delay in procuring Government statutory permission and compliances including Occupancy Certificate/Completion Certificate.

If the Purchaser fails to take the actual physical possession of the said Apartment on stipulated date, then in such event the Purchaser shall be liable to pay the applicable maintenance charges to the Confirming Party or the Association of Apartment Owners, without assigning any reason or excuse.

(11) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the Deposits and charges for installation of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. are paid by her/him in full to the Confirming Party. The Confirming Party may install a Transformer for the aforesaid Building, if the same is advised by Maharashtra State Electricity Board. The Transformer Charges and installation charges shall be separately borne and paid by the Purchaser proportionately. In the like manner the Purchaser shall also pay the proportionate charges for the fire safety device which may be installed in the said Multistoreyed Building proposed to be constructed on the said Plot of land.

(12) THAT the Confirming Party shall be exclusive incharge of the construction without any let 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 Confirming Party.

(13) 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 and the Building materials, if available at site.

(14) THAT for the purpose of giving clear Title over the Apartment chosen by the Purchaser and each of the other buyers in the said building, 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 Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 6082 on 17-12-2016. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

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

(16) THAT the available open space, the common areas and common facilities as may be provided in the said building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or

division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Showroom/Apartment Owner or Owners.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser 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 therefrom a fixed sum of Rs. 2,00,000/- (Rupees Two Lac) Only by way of liquidated damages within 30 Days Months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer(s) as may be approved by the Confirming Party without any further notice or reference to the Purchaser.

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

(19) THAT the Confirming Party alone shall have full right, absolute authority and unfettered discretion to use, utilize and consume the FSI available to the said Plot of land and/or TDR or any other benefit for construction on the said Plot of land as may be permitted by law and the sanctioning authority. In such event the Confirming Party shall be at full liberty to construct additional Structures and Floors on the proposed Building as it may desire and deem fit and proper without disturbing the Carpet Area hereby agreed to be sold by the Vendor/Confirming Party to the Purchaser. The Purchaser hereby undertakes to extend the unconditional co-operation to the Vendor/Confirming Party for obtaining the revised Building Plan duly sanctioned from the sanctioning authority. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the 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.

(21) THAT the Vendor/Confirming Party shall deliver the actual possession of the Undivided share and interest in the said Plot of land Togetherwith Apartment No. _____ on the _____ FLOOR 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 Plot of land jointly with the other Co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(22) THAT the Vendor/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payments of legal charges including Stamp Duty and Registration Fees, payment of Goods and Services Tax etc. and all other taxes and cesses that may be levied and payable at the time of Registration from her/him, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR in favour of the Purchaser or her/his nominee(s) 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 Apartment chosen by her/him to the Confirming Party.

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

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

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

(26) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brick Work 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 or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus 1 Percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(27) THAT the Confirming Party 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 Confirming Party indemnified against the same. However the Confirming Party shall install standard proprietary items and shall also see that they are properly working at the time of installation.

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

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

(30) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be settled by negotiations. In case of failure to settle the dispute amicably, then in such event the same shall be referred to The Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

(31) THAT the Vendor/Confirming Party does hereby covenant with the Purchaser as under :-

i. The Vendor has absolute, clear and marketable title with respect to the project land as declared in the Title Report annexed to this Agreement and the Confirming Party has the requisite rights and authority to carry out development and construction upon the said land. The Vendor has absolute and legal possession of the project land. The Vendor has allowed and permitted the Confirming Party to develop the aforesaid Project land on the terms and conditions contained in Agreement Dated 18-12-2013.

ii. The 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 within the stipulated time.

iii. There are no encumbrances upon the project land.

Iv. There are no litigations pending before any Court of law with respect to the aforesaid Project land.

v. All drawings, site plans, other drawings are as given to the Confirming Party by the appointed Architect, Structural Consultants, other consultants. The Confirming Party has thus disclosed the same to the Purchaser and the Purchaser is fully aware that the Professional liability has been undertaken by them individually with the Confirming Party which shall prevail on these Consultants individually or cumulatively if there is any loss/harm is caused to the Purchaser and based on these said details of the drawings and the calculations and areas shown, the Purchaser has agreed to purchase the said Apartment.

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said building 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 land and said building shall be obtained by due process of law and the Confirming Party has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project building and common areas.

vii. The 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 and interest of the Purchaser created herein, may prejudicially be affected.

viii. The Confirming Party 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 instant project land including the Project and the said Apartment/Plot which will in any manner affect the rights of Purchaser under this Agreement.

ix. The Confirming Party declares that it is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

x. At the time of execution of the sale deed, the Confirming Party shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers.

xi. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over and upon the Schedule Property.

xii. The Confirming Party has duly paid and shall continue to pay and discharge all government 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 upto the date of possession or upto the date of registration of the Sale Deed of the said Apartment in favour of the Purchaser or her/his nominee(s).

xiii. 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 by or served upon the Vendor/Confirming Party in respect of the said Land and/or the Project except, those disclosed in the title report.

(32) THAT the Purchaser does hereby covenant with the Vendor/Confirming Party as under :-

i. To maintain the said Apartment at her/his own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of Concerned Local or any Other Authority.

ii Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the Concerned Local or Other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building including entrance of the said Building and in case any damage is caused to the Building or the said Apartment on account of negligence or default of the Purchaser in this behalf. The Purchaser/s shall be liable for the consequences of the breach.

iii. To carry at her/his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Vendor/Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be against the rules and regulations and bye laws of the Concerned Authority or Other Public Authority. In the event of the Purchaser's committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the Concerned Local Authority and/or Public Authority.

iv. Not to demolish or cause to be demolished the said Apartment or any part thereof nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Apartment without the Prior written permission of the Confirming Party and/or the Association.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in Premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.

vii. Pay to the Confirming Party within 7 (Seven) days of demand by the Confirming Party, her/his share of Security Deposit demanded by Concerned Local Authority or Government or giving water, electricity or any other service connected to the building in which the said Apartment is situated.

viii. 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 said Apartment by the Purchaser.

ix. The Purchaser shall observe and perform all the rules and regulations which the said Association 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 said Apartment 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 the Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

x. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound.

xi. Not to fix air conditioners at place other than earmarked for fixing such premises or at any other place which affects the elevation of the said Building in any manner whatsoever.

xii. Not to shift/change location of Kitchen and toilets which affects drainage system of the said Building in any manner whatsoever.

xiii. Notwithstanding anything herein contained the Vendor and/or the Confirming Party shall not be liable for any defect or damage caused to the said Apartment or said Building or to rectify any such defect caused as a result of any change, repairs or alteration carried out by the Purchaser. The liability of the Confirming Party hereunder shall forthwith cease in the event the Purchaser makes any such change or carries out any repairs or alteration to the said Apartment or to the said Building without the prior written consent of the Confirming Party.

xiv. The Purchaser shall permit the Vendor/Confirming Party and her/its employees, servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the said Building or any part thereof to view and examine the state and condition thereof.

xv. To bear and pay 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 said Apartment and the Purchaser hereby agree(s) to indemnify the Vendor and/or the Confirming Party against all costs, charges and expenses and/or damages etc. suffered or incurred by the Vendor and/or the Confirming Party in respect hereof .

xvi. The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-Laws for the time being the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and performance all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment and the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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

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

(35) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees and other Miscellaneous Expenses payable thereon have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 99 in Civil Station Expansion Scheme, containing by admeasurement 9200 Sq. Ft. (OR 854.70 Sq. Mtrs.) (As per City Survey Records the area is 859.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 145 of Mouza – LENDHRA, bearing Corporation House No. 283, City Survey No. 649 and Sheet No. (38) 22/II of Mouza – LENDHRA, situate at Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST - HOUSE OF SHRI. BHAGWAT AND

		SHRI. LAPALKAR.
ON THE WEST	**-**	**EAST HIGH COURT ROAD.**
ON THE NORTH	**-**	**PLOT NO. 98.**
ON THE SOUTH	**-**	**PLOT NO. 100.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed on the aforesaid Plot No. 99 and to be known and styled as "WEST COURT APARTMENTS" covering a Carpet area of _____ Sq. Mtrs./Built-up area of _____ Sq. Mtrs., Covered/Open Balcony area of _____ Sq. Mtrs. on the _____ FLOOR and Covered Parking Space/Garage for ____ Car/s having an area of _____ Sq. Mtrs. on _____ Floor allotted to the said Apartment, including/excluding share in Staircase and Balconies for Upper Floors.

THIRD SCHEDULE
(List of Common areas and facilities)

A. COMMON AREAS A FACILITIES:-

1. Staircase and Landings
2. Corridors
3. Lifts
4. Lift Lobby and Landings
5. Main entrance lobby
6. Common electric meter/service rooms for common lights and telephones
7. Electric sub-station/Transformer
8. Overhead water tanks located above the top floor level of the building, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
9. Drainage, storm water drain, electric sub-station if constructed electrical poles, watchman cabin, underground water tank (with pumping rooms and other pumping arrangement).
10. Open front space at the ground floor level/open common parking.
11. Common toilets on the ground floor.
12. Sewerage Treatment Plant
13 Drive ways

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

WITNESSES :

(1) _____ 1)

(MAHESH SHARADRAO DANDE)

(2) _____ 2)

(SANJAY SURESH JOSHI)
Directors of
M/S. J. D. BUILDCON PRIVATE LIMITED
As a duly Constituted Attorney
for the Vendor abovenamed.
VENDOR

(_____)
PURCHASER

FOR M/S. J. D. BUILDCON PRIVATE LIMITED

1)

(MAHESH SHARADRAO DANDE)

2)

(SANJAY SURESH JOSHI)
Directors
CONFIRMING PARTY

LIST OF ANNEXURE

Annexure "A"	:	Title Report.
Annexure "B"	:	Property Card
Annexure "C"	:	Building Commencement Certificate
Annexure "D"	:	Sanctioned Plan of the Project
Annexure "E"	:	Copy of Floor Plan.
Annexure "F"	:	Authenticated copy of Registration Certificate of the Project granted by the Real Estate Regulatory Authority
Annexure "G"	:	Report of Architect
Annexure "H"	:	Report of Structural Designer