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WITHIN THE JURISDICTION OF SUB REGISTRAR OFFICE NAGPUR (GRAMIN)

MOUZA – RENGAPAR

"SWARAJ SAHANIWAS"

AGREEMENT FOR SALE

APARTMENT NO. _____ , FOR RS. _____ /-

(Rupees _____ Only)

ITEM NO. 27.1 @ RS. _____ /- PER SQ. MTR.

GOVT. READY RECKONER VALUE (FOR STAMP DUTY PURPOSE)

RS. _____ /-, STAMPS RS. _____ /-

THIS AGREEMENT FOR SALE of Apartment is made and executed at Nagpur on this _____ day of _____ , 2019.

B E T W E E N

M/S KUKADE LAYOUT (L.I.G.) CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR
(Registration No. NGP/HSG/777-73, Dt. 23/02/1973
PAN. AAABK 0419 M Acting through its Secretary ;

SHRI NITIN S/O PRAMODRAO HANDE,
aged about 46 years. occ. Business,
R/o. Plot No. 257, Survey lay out,
Near Sakkardara Lake, Nagpur – 440 024

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, its legal heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART. AND**

1) SMT. _____ ,
Aged about ____ years, occ. _____ , **PAN.**
2) SHRI _____ ,
Aged about ____ years, occ. _____ , **PAN.**
Both r/o _____

hereinafter called the **"PURCHASERS"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASERS"**, as well as, their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

A) WHEREAS, the VENDOR hereinabove named is in possession & Leasehold rights of the property comprising all that piece and parcel of land bearing Residential Plot No. RM-176, admeasuring 1200.00 Sq. Mtrs., of Mouza – Rengapar, situated in Butibori Industrial Area, Nagpur within the limits of Tah. Nagpur (Rural) and Dist. NAGPUR and more particularly described in the First Schedule hereunder written *(hereinafter referred to as "the project land").*

AND WHEREAS, all that piece and parcel of land bearing Residential Plot No. RM-176, admeasuring 1200.00 Sq. Mtrs., of Mouza – Rengapar, situated in Butibori Industrial Area, Nagpur within the limits of Tah. Nagpur (Rural) and Dist. NAGPUR originally belonged to Maharashtra Industrial Development Corporation, a corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH III of 1962) having its principal office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai – 400 093.

AND WHEREAS, Maharashtra Industrial Development Corporation executed Lease Deed for the term of 95 years with effect from 01/04/2005 in the name of Shri Puneet R. Mahajan, Proprietor, M/s Paramhari Engineers which is duly registered on 07/09/2016 which is registered on 08/09/2016 in the Office of Sub-Registrar Nagpur No. 10 having Registration No. 4955 - 2016.

AND WHEREAS, thereafter Shri Puneet R. Mahajan, Proprietor, M/s Paramhari Engineers requested to Maharashtra Industrial Development Corporation to grant its consent for transfer and assignment of the Leasehold rights of the aforesaid property in favour of Kukde Layout (L.I.G.) Co-Operative Housing Society, Ltd. Nagpur, a Society Incorporated under the Maharashtra State Co-Operative Society Act, 1960, registered under Serial No. NGP/HSG/777-73 dated 23/02/1973.

AND WHEREAS, thereafter the Maharashtra Industrial Development Corporation vide its order bearing No. MIDC/RO(NGP)/BTR/LMS-902/3301/2017 dated 21/08/2017 granted its consent for transfer and assignment of Leasehold right/interests of Shri Puneet R. Mahajan, Proprietor, M/s Paramhari Engineers under the aforesaid lease in respect of the said Shed which is subject matter of the aforesaid property.

AND WHEREAS, Maharashtra Industrial Development Corporation demanded the payment of Differential Premium of Rs. 3,93,100/- (Rupees Three Lac Ninety Three Thousand One Hundred Only) to Kukde Layout (L.I.G.) Co-Operative Housing Society, Ltd. Nagpur which is duly paid by it to Maharashtra Industrial Development Corporation vide MIDC Receipt No. R1118_000686 dated 16/08/2017.

AND WHEREAS, thereafter on receipt of order of Maharashtra Industrial Development Corporation bearing No. MIDC/RO(NGP)/BTR/LMS-902/3301/2017 dated 21/08/2017 Shri Puneet R. Mahajan, Proprietor, M/s Paramhari Engineers transfer all its Leasehold rights and executed Deed of Assignment in favour of Kukde Layout (L.I.G.) Co-Operative Housing Society, Ltd. Nagpur on 28/09/2017 which is duly registered in the Office of Sub-Registrar Nagpur No. 7 on the same date having Registration No. 8101 – 2017. And hence now the Kukde Layout (L.I.G.) Co-Operative Housing Society, Ltd. Nagpur has the Leasehold Rights of the aforesaid property.

AND WHEREAS the vendor floating the project known as **"SWARAJ SAHANIWAS"** in the said plot of land having multi-storied building consisting of various self contained apartments therein over the said land.

AND WHEREAS the Property has been submitted to the Provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970, by executing and Registering a **DEED OF DECLARATION** under section 2 in the form-A in the said Act and same is registered in the office of the Joint Sub-Registrar Nagpur No. 7 at document Registration No. **3191 - 2019** On **02/04/2019**. AND

B. The said Land is earmarked for the purpose of building a residential project, comprising a multistoried apartment building and the said project shall be known as **"SWARAJ SAHANIWAS".**

C. The VENDOR are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the VENDOR regarding the said land on which Project is to be constructed have been completed;

D. WHEREAS, the VENDOR 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 VENDOR has 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

E. The proposed building is known and styled as **"SWARAJ SAHANIWAS"** to be constructed is duly approved vide Letter No. **EE-1/Pl.App/Auto-DCR/D-49753** Dt. **17/10/2018** issued by the SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur ;

F. The VENDOR have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on _____ under Registration No. **_____** .

G. WHEREAS, the VENDOR have entered into a standard Agreement with an Architect Shri Akshay Lalit Bobde, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the VENDOR have appointed a structural Engineer Shri Sudhakar Koli for the preparation of the structural design and drawings of the buildings and the VENDOR accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings;

WHEREAS, VENDOR have sole and exclusive right to sell the Apartments in the said buildings to be constructed by the VENDOR on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchasers, the VENDOR have given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architect Shri Akshay Lalit Bobde 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 Purchasers have, 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 VENDOR and satisfied themselves about the title of the VENDOR to the said Property and/or right of the VENDOR to sell the same on ownership basis. The Purchasers hereby confirms that the VENDOR have produced for inspection to the Purchasers, all information and documents and have made full and true disclosure as demanded by the Purchasers and the Purchasers are satisfied with the same and have no further or other information nor disclosure to be required from the VENDOR;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the VENDOR are provided and, authenticated copies of extract of Village Forms VII and XII showing the nature of the title of the VENDOR to the Project Land on which the Apartments are to be constructed have been annexed hereto.

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur have been annexed hereto.

WHEREAS, the Specifications of the Apartment agreed to be purchased by the Purchasers has given in the Schedule 'I'.

WHEREAS, at present the VENDOR have got the approvals from the SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur to the plans for Ground and 5 (Five) Upper Floors and shall obtain the approvals for remaining

Floors and building from Competent Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

WHEREAS, while sanctioning the said plans SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR while developing the project land and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur ;

WHEREAS, the VENDOR have 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 has been executed after utilization of the proposed Floor Space Index. 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 Purchasers and their successors in title;

WHEREAS, the VENDOR have accordingly commenced construction of the said building in accordance with the said sanctioned building plans;

WHEREAS, the Purchasers have applied to the VENDOR for purchase of Apartment No. _____ on the _____ Floor situated in the said Project known and styled as **"SWARAJ SAHANIWAS"**.

WHEREAS, the carpet area means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchasers or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchasers), but includes the area covered by the internal partition walls of the apartment. However, the said project is an ongoing project and deed of declaration, agreement for sale/s of units have already been executed and registered. Therefore, the VENDOR continued the said area calculations as per deed of declaration.

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.

WHEREAS, prior to the execution of these presents the Purchasers have paid to the VENDOR a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the VENDOR to the Purchasers as advance payment or Application Fee (the payment and receipt whereof the VENDOR do hereby admit and acknowledge) and the Purchasers have agreed to pay to the VENDOR the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, under section 13 of the said Act the VENDOR is required to execute a written Agreement for sale of said Apartment with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR hereby agrees to sell and the Purchasers hereby agrees to purchase the said Apartment.

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

1. THAT, the proposed building is known and styled as **"SWARAJ SAHANIWAS"** to be constructed duly approved vide Letter No. **EE-1/Pl.App/Auto-DCR/D-49753** Dt. **17/10/2018** issued by the SPA & Executive Engineer, M.I.D.C. Division No. 1, Nagpur.

Provided that the Purchasers have given free and express consent in respect of variations or modifications, which may adversely affect the Apartment of

the Purchasers, except any alteration or addition required by any Government Authorities or due to change in law.

1.a The Purchasers hereby agrees to purchase from the VENDOR and the VENDOR hereby agrees to sell to the Purchasers Apartment No. ___ having Carpet Area admeasuring _____ Sq. Mtrs. on _____ Floor in the project Known as **"SWARAJ SAHANIWAS"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes cost of Apartment, cost of Infrastructure.

1.b That the Purchasers have finally chosen to own and posses the said Apartment in the schemes. That the Purchasers have agreed to pay the entire cost of the said Apartment and to pay the VENDOR in the following manner :-

MODE OF PAYMENT

a) Rs _____ /- Rupees _____ Only
Paid by Cheque at the time of booking

b) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the plinth of the building in which the said apartment is located.

c) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the Ground Floor slab and stilts of the building in which the said apartment is located.

d) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the First Floor slab of the building in which the said apartment is located.

e) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the Second Floor slab of the building in which the said apartment is located.

f) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the Third Floor slab of the building in which the said apartment is located.

g) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the Fourth Floor slab of the building in which the said apartment is located.

h) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the walls, of the said apartment.

i) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the internal plaster, floorings, sanitary fittings, doors & windows fitting, staircases, lift, walls, lobbies upto the floor level of the said apartment.

j) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the external plumbing & external plaster, terraces of the building in which the said apartment is located.

k) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR on completion of the lifts, water pumps, electric fittings, entrance, lobbies, appertain & all other requirements as may be prescribed in the agreement for sale of the building in which the said apartment is located.

l) Rs _____ /- Rupees _____ Only
agreed to be paid by the purchaser to the VENDOR against & at the time of informing to the purchaser that his/her apartment is ready for possession or after receipt of occupancy certificate of completion certificate i.e. at the time of sale deed.

Rs. _____ /- Rupees _____ Only
Total Consideration of Apartment

That out of the said total sale consideration the Purchasers have paid an amount of Rs. _____ /- (Rupees _____) By cheque(s) time to time to the VENDOR up to the date of this agreement a receipt whereof the VENDOR do hereby acknowledge.

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the VENDOR by way of GST, 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 VENDOR) up to the date of handing over the possession of the said Apartment. The Purchasers specifically agrees to pay to the VENDOR all such Taxes & Insurance Premium as and when demanded and shall always keep the VENDOR indemnified against the same. In the event of implementation of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchasers. It shall be obligatory on the part of Purchasers to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.d 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 VENDOR undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR 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 Purchasers, which shall only be applicable on subsequent payments.

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

1.f THAT during the period of building construction the Purchasers with Two days advance intimation to the VENDOR, 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.g THAT, the VENDOR shall confirm the final Carpet Area that has been agreed to be sold to the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR. If there is any reduction in the carpet area beyond the defined limit, then the VENDOR shall refund the excess money paid by the Purchasers 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 Purchasers. If there is any increase in the carpet area allotted to Purchasers, the VENDOR shall demand additional amount from the Purchasers 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.h The Purchasers do hereby authorizes the VENDOR to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the VENDOR may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the VENDOR to adjust their payments in any manner.

2.1 THAT, the VENDOR 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 Apartment to the Purchasers, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the VENDOR as well as the Purchasers. The VENDOR shall abide by the time schedule for completing the project and handing over the Apartment to the Purchasers 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 Purchasers shall make timely payments of the instalment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR as provided in clause 1 (c) herein above. ("Payment Plan").

3. The VENDOR hereby declares that the Floor Space Index available as on date in respect of the project land is as per sanctioned plan and VENDOR has planned to utilize Floor Space Index 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 VENDOR has agreed to disclose the Floor Space Index as proposed to be utilized by it on the project land in the said Project and Purchasers have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the VENDOR by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR only.

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

4.2 Without prejudice to the right of VENDOR to charge interest in terms of sub clause 4.1 above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the VENDOR under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the VENDOR shall at its own option, may terminate this Agreement:

Provided that, VENDOR shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the VENDOR within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the VENDOR shall refund to the Purchasers, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lac Only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the

defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchasers to the VENDOR.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the VENDOR in the said building as per specifications as per Schedule 'I'.

6. The VENDOR shall give possession of the Apartment to the Purchasers within 24 months but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the VENDOR any other reasonable cause and the Purchasers agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the VENDOR. If the VENDOR fails or neglects to give possession of the Apartment to the Purchasers on account of reasons beyond its control and of its agents by the aforesaid date, then the VENDOR shall be liable on demand to refund to the Purchasers the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDOR shall not deliver the actual physical possession of the said Apartment to the Purchasers until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, Service Tax, VAT, etc. are paid by the Purchasers in full to the VENDOR hereto.

Provided further that the VENDOR shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.
(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The VENDOR upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchasers as per the agreement shall offer in writing the possession of the Apartment to the Purchasers in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the VENDOR shall give possession of the said Apartment to the Purchasers. The VENDOR agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR. The Purchasers agree(s) to pay the maintenance charges as determined by the VENDOR or Association of Purchasers, as the case may be.

7.1a It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the VENDOR as per the agreement for sale relating to such development is brought to the notice of the VENDOR within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the VENDOR to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the VENDOR only responsible to provide and maintain the structural defects, title defects only. Therefore, the VENDOR shall provide the services or maintenance of the fittings & fixtures, including drainage, water taps, electric fittings & fixtures, lift maintenance, etc. at the cost of the purchaser(s).

7.2 The Purchasers shall take possession of the Apartment within 15 days of the written notice from the VENDOR to the Purchasers intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchasers hereby agrees not to occupy the said Apartment without prior written permission of the VENDOR else Purchasers shall be

treated as a trespasser.

7.4 THAT the VENDOR does hereby agree with the Purchasers 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, Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchasers, the VENDOR 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 hereby agreed to be sold in favour of the Purchasers or the nominee(s) appointed by the Purchasers and get the same duly registered at the costs of Purchasers in accordance with the law in force provided the Purchasers shall have also paid the entire agreed cost of the Apartment chosen by the Purchasers to the VENDOR.

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 Purchasers jointly with the other Co-owners thereof. However the Apartment chosen by Purchasers in the proposed multistoried building shall be owned and possessed by the Purchasers 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.

7.6 Failure of Purchasers to take Possession of Apartment : Upon receiving a written intimation from the VENDOR as per clause (8.1) the Purchasers shall take possession of the Apartment from the VENDOR by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the VENDOR shall give possession of the Apartment to the Purchasers. In case the Purchasers fails to take possession within the time provided in clause 8.1 such Purchasers shall continue to be liable to pay maintenance charges as applicable, to the VENDOR or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchasers.

7.7 THAT the Purchasers 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 Apartment and not cause any damage to the structural portions. In the like manner the Purchasers 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 Purchasers, then in such event, Purchasers will be solely responsible for any consequences which may arise. The Purchasers shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchasers, the Purchasers brings to the notice of the VENDOR any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR at their own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the VENDOR, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchasers shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the VENDOR shall always cooperate and assist the Purchasers in this regard. It is specifically brought to the notice of the Purchasers 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 Purchasers, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchasers has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the VENDOR shall not be liable for make good of the defect.

8.1 The Purchasers shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any

Residential use. The Purchasers shall use the parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchasers that the VENDOR 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 Purchasers will neither object/disturb it, nor obstruct it's visibility in any way. The VENDOR shall not pay, nor the Purchasers shall demand any rent etc. for any signs displayed by the VENDOR.

9.1 THAT the Purchasers 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 interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.2 THAT the available open space, the common areas and common facilities as may be provided in the said Multistoried 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 Purchasers severally or jointly with any other Apartment Owner or Owners.

9.3 The VENDOR shall transfer all the rights, title and the interest of the VENDOR and/or the owners in the said structure of the Building in which the said Apartment is situated after execution of sale deeds of all apartments in the said project land to the apartment owners association in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.5 Within 15 days after notice in writing is given by the VENDOR to the Purchasers that the Apartment is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Grampanchayat Taxes, Municipal Corporation 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, watchmen, 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 wing/s is transferred to it, the Purchasers shall pay to the VENDOR such proportionate share of outgoings as may be determined. The Purchasers further agrees that till the Purchaser's share is so determined the Purchasers shall pay to the VENDOR provisional monthly contribution of Rs. 1,000/- per month towards the outgoings. The amounts so paid by the Purchasers to the VENDOR shall not carry any interest and remain with the VENDOR until handing over the management of the said Building/s to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The VENDOR hereby represents and warrants to the Purchasers as follows :

i. The VENDOR have clear and marketable title with respect to the project land, as declared in the title report and have 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 VENDOR have 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. There are no encumbrances upon the project land or the Project;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. 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 VENDOR have 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;

vi. The VENDOR have 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 Purchasers created herein, may prejudicially be affected;

vii. The VENDOR have 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 Apartment which will, in any manner, affect the rights of Purchasers under this Agreement;

viii. The VENDOR confirms that the VENDOR are not restricted in any manner whatsoever from selling the said Apartment to the Purchasers in the manner contemplated in this Agreement;

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

x. At the time of execution of the last Sale Deed of the Apartment in favour of the Purchasers/s, the VENDOR shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The VENDOR have 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.

xii. 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 in respect of the project land.

11. The Purchasers or themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the VENDOR as follows :-

i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. The Purchasers hereby specifically agrees with the VENDOR that even after taking over the actual possession of the Apartment chosen by Purchasers, the Purchasers will not object or prevent or obstruct the VENDOR in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

iii. Not to store in the Apartment 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 Apartment is situated or storing of which goods 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.

iv. To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the VENDOR to the Purchasers and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchasers committing any act in contravention of the above provision, the Purchasers 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the VENDOR and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchasers shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the VENDOR within fifteen days of demand by the VENDOR, 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 Apartment 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 Apartment by the Purchasers for any purposes other than for purpose for which it is sold.

x. The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchasers to the VENDOR under this Agreement are fully paid up.

xi. The Purchasers 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 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 Purchasers 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 Apartment 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 Purchasers shall permit the VENDOR 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.

12. The VENDOR shall maintain a separate account in respect of sums received by the VENDOR from the Purchasers 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.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchasers shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR 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 Purchasers, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. After the VENDOR executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Purchasers who have taken or agreed to take such Apartment.

16. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexure, 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 apartment/building, as the case may be.

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

18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS / 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

19. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

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

21. 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.

22. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the VENDOR through their authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the VENDOR and the Purchasers, in Nagpur after the Agreement is duly executed by the Purchasers and the VENDOR 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 Nagpur.

23. The Purchasers and/or VENDOR 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 VENDOR will attend such Office and admit execution thereof.

24. That all notices to be served on the Purchasers and the VENDOR as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the VENDOR by Registered Post A.D/Under Certificate of Posting at their respective addresses specified below :

_____ Name of Purchaser
_____ (Purchaser's Address)

M/S KUKADE LAYOUT (L.I.G.) CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR
its Secretary ; SHRI NITIN S/O PRAMODRAO HANDE,
R/o. Plot No. 257, Survey lay out, Near Sakkardara Lake, Nagpur – 440 024

It shall be the duty of the Purchasers and the VENDOR 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 VENDOR or the Purchasers, as the case may be.

25. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the VENDOR to the Purchasers whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Purchasers.

26. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement for sale, 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 Purchasers.

27. 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.

28. 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 NAGPUR will have the jurisdiction for this Agreement.

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

30. EXPLANATORY NOTE ;

That, this agreement is drafted as per the Model Form of Agreement under the Rule 10 (1) of Real Estate Regulation Act, 2016, and it is modified wherever it is necessary. But in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the VENDOR and Purchasers. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

SCHEDULE 'I'
AMENITIES AND SPECIFICATION

1. **STRUCTURE :** RCC frame structure with 6" thick outer wall & 4 ½ " thick inner wall as per detailed structural drawings . 12 mm thick inner & outer funty plaster.
2. **DOOR :** All door frames is of RCC door frames. Front door frame & panel is of teakwood panelled polished door & all other door panel is of 1 ¼" thick laminated flush doors.
3. **WINDOW :** Aluminium fully glazed windows with safety grill in all rooms. Aluminium loured ventilators in toilet.
4. **FLOORING :** 24" X 24" vitrified colour tiles flooring to all rooms. 12" X 12" antiskid ceramic tiles in toilet. Kota stone to step in staircase.
5. **SANITARY FITTING :** SWR pipe fitting with SWR pipes & 'B' class concealed GI fitting. 23" coloured Orrissa Pan in common toilet & coloured wall hung Commode Pan with health foucet in attached toilet. One 22" X 16" colour wash basin with cold water pillar cock, one flush valve, one short body BIB cock, one two in one mixer with overhead shower fitting in both toilet.
6. **DADO :** Designer coloured tiles in Dado upto 7'0" height in toilets & 2'0" height tiles in kitchen.
7. **ELECTRIC FITTING :** Concealed electric fitting with ISI grade wire & modular switches. Three light point , one fan point, two plug point, one power point in each room. Also one telephone point in drawing hall. One TV point each in drawing hall & two

bedroom. One light point & Geyser point in all toilets. One mixer point , oven point & aqua guard point in each kitchen.

8. **PAINTING** : Oil bond distemper with white cement putty to inner side to all rooms & acrylic exterior paint to exterior side of building.
9. **RAILING** : MS Pipe railing with Parapit to staircase & balconies.
10. **KITCHEN** : Black granite top kitchen otta with stainless steel sink & 2'0" height dado.
11. **PARKING** : Stilt and open parking.
12. LIFT : 2 Nos. of lift.

SCHEDULE 'II'

DESCRIPTION OF THE PROPERTY

All that piece and parcel of land bearing Residential Plot No. RM-176, admeasuring 1200.00 Sq. Mtrs., of Mouza – Rengapar, situated in Butibori Industrial Area, Nagpur within the limits of Tah. Nagpur (Rural) and Dist. NAGPUR and bounded as under ;

On the East by --- 45.00 Mtrs. wide Road
On the West by --- Plot Nos. RM-205 & RM-206
On the North by --- Plot No. RM-177
On the South by --- 25.00 Mtrs. wide Road

SCHEDULE 'III'

DESCRIPTION OF APARTMENT TO BE SOLD

All that **Residential** Apartment bearing No. _____ situated on the _____ Floor of the building known and styled as **"SWARAJ SAHANIWAS"** and standing on the Residential Plot No. RM-176, having Carpet area of _____ **Sq. Mtrs.** together with variable ____ **%** undivided share and interest in the total area of the plot admeasuring 1200.00 Sq. Mtrs. of Mouza – Rengapar, situated in Butibori Industrial Area, Nagpur within the limits of Tah. Nagpur (Rural) and Dist. NAGPUR and bounded as under:

On the East by : _____
On the West by : _____
On the North by : _____
On the South by : _____

I, Kishor Shivlalji Gautam, Reshimbag, Nagpur, Advocate do hereby state that This AGREEMENT FOR SALE is drafted by me as per instructions and documents provided by my client **SHRI NITIN S/O PRAMODRAO HANDE, SECRETARY, KUKADE LAYOUT (L.I.G.) CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR,** Nagpur.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagpur in the presence of attesting witness, signing as such on the day first above written.

WITNESSES:

1) _____

M/S KUKADE LAYOUT (L.I.G.) CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR

Secretary;

_____

SHRI NITIN PRAMODRAO HANDE

VENDOR

2) _____

_____

1) SHRI _____

_____

2) SMT. _____

PURCHASERS