

AGREEMENT OF SELL

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(RUPEES _____ ONLY)

MARKET VALUE RS. _____/-

(Item No. _____,Page -No. _____ of Mouza –Mhasala @ Rs. _____/-)

Stamp duty Rs. _____/- Registration charges Rs. _____/-

(For Plot No. _____, Area _____ Square Meters, in Kh. No.62/1, 62/3 Vela- Mhasala, Wardha (Rural)

THIS AGREEMENT TO SELL is made and executed at WARDHA on this _____2022, BETWEEN:

1)SHREE. VINOD S/O PURUSHOTTAM DHOBLE, Aged about 49 years, Occupation: Business, {Income Tax PAN No. AIXPD4367L},{Aadhar Card No.3484 1479 5637} R/O in front of Sharada Kirana store, Sai Nagar, Waradha.442001

2) SHRI. SURENDRA RAMCHANDRA MAHAKALKAR, aged about 47 years old, Occupation – Business {Income Tax PAN No. ACDPM2637C}, {Aadhar Card No. 6953 3319 2993} R/o Gopuri Chowk, Nagpur Road, Wardha 442001 hereinafter called the **VENDORS/ PROMOTERS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR**, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

_____ hereinafter called the **ALLOTTEE/PURCHASER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**ALLOTTEE/ PURCHASER**” as well as, her/his, legal representative, executors, administrators, successors and assigns of the **OTHER PART**.

A	DESCRIPTION OF THE LAND & PROPERTY
	ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, 62/3 of, Mouza: Mhasala having an area of 1.17 Hectors and 1.01 Hectors respectively i.e total admeasuring area 2.18 Hectors , Rental Rs. 2.75 & Rs. 2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 along with all types of Trees, Shrubs, Passage, Right of Way, Water Courses, Path Ways and including all other easementary rights appurtenant and belonging thereto, Situated at Village – Mhasala , within the limits of the Grampanchayat – Mhasala in Tahsil and District – Wardha (Rular).

B	HISTORY
	ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, 62/3 of, Mouza: Mhasala having an area of 1.17 Hectors and 1.01 Hectors respectively i.e total admeasuring area 2.18 Hectors, Rental Rs. 2.75 & Rs. 2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 in Tahasil and District- Wardha. <i>(hereinafter referred to as “the project land”)</i> WHEREAS, Originally ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, of Mouza: Mhasala having an area of 1.17 Hector Rental Rs. 2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 in Tahasil and District- Wardha belonged to Shree. Manohar Raghunaath Mankar. he transferred/sold the Pieces and Parcels of Agricultural land to Shree. Anil Babulalji Patel and Shree Mahesh Babulalji Pate by a Sale Deed On dated 16/03/2001, which is duly registered in the Office of the Sub-Registrar Wardha at Registered Serial No. 756 (P) on even date. AND WHEREAS Shree. Anil Babulalji Patel and Shree Mahesh Babulalji Patel Transferd/ sold ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, of Mouza: Mhasala to vendors hereinabove Shree. Surendra Ramchandra Mahakalkar and Shree Vinod Purushottam Dhoble by a Sale Deed On dated 10/05/2010, which is duly registered in the Office of the Sub-Registrar Wardha at Registered Serial No. 4079/2010 on even date. As a result, therefore the Vendors have now become the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3087 Dated 15/09/2010; AND WHEREAS, ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/3 of, Mouza: Mhasala having an area of 1.01 Hectors, Rental Rs.2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 in Tahasil and District- Wardha. Originally belonged to Mr. Raghunath Ragho Mankar. He transferred/ sold the property to the Mrs. Vanitatai Pundalikrai Kachole by a Sale Deed On dated 11/04/1991, which is duly registered in the Office of the Sub-Registrar Wardha at Registered Serial No. 1168 on even date same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 47 Dated 16/07/1991. AND WHEREAS, lateron Mrs. Vanitatai Pundalikrai Kachole transferred/sold Survey / Khasra / Field No. 62/3 of, Mouza: Mhasala to vendors hereinabove Shree. Surendra Ramchandra Mahakalkar and Shree Vinod Purushottam Dhoble Kachole by a Sale Deed On dated 23/12/2010, which is duly registered in the Office of the Sub-Registrar Wardha at Registered Serial No. 09653 on even date as a result, therefore the Vendors have now become the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3424 Dated 17/08/2011. AND

	WHEREAS, now the Vendors hereinabove became absolute owner of ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, 62/3 of, Mouza: Mhasala having an area of 1.17 Hectors and 1.01 Hectors respectively i.e total admeasuring area 2.18 Hectors , Rental Rs. 2.75 & Rs. 2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 along with all types of Trees, Shrubs, Passage, Right of Way, Water Courses, Path Ways and including all other easementary rights appurtenant and belonging thereto, Situated at Village – Mhasala , within the limits of the Grampanchayat – Mhasala in Tahsil and District – Wardha (Rular).
C	<u>TITLE CERTIFICATE</u> :
	WHEREAS , the title of the owner / promoter/ developer is duly verified through its/ their Advocate Ruchi R. Tiwari and vide his report dated 08/09/2022. She has certified that the title of the present owner / developer / promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as Annexure
D	N.A. PERMISSION:
	ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, 62/3 of, Mouza: Mhasala having an total area of 2.18 Hectors , held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 in Tahasil and District- Wardha are converted for Agricultural use to Non Agricultural (Residential) use as per the letter SDO Wardha on dated 30/06/2022 vide in Revenue Case No. 49/NAP-34/Mouza - Mhasala/2021 .
C	LAY-OUT SANCTION
	THAT, the Vendors hereinafter demarcated various plots on the project land and applied for Town planning to the concern authority SDO Wardha for layout sanctioning. Accordingly SDO Wardha has approved the final layout on dated 10/05/2022 vide case No. स.नं.62/1,62/3/ससनख/1298/2022 . That accordingly sanctioned Map there are 1 to 80 plots are demarcated of different size and one Plot No. 81 as a amenity place on the project land.
D	REAL ESTATE PROJECT NAME
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as “ Balaji Town ” (Hereinafter referred to as the “Project”)
	ADDRESS:
	Khasra No. 62/1, 62/3 of, Mouza: Mhasala, Tah- Wardha (Rural), Dist- Wardha.
E	EXCLUSIVE RIGHT TO SELL AND DEVELOP:
	WHEREAS , in the circumstances, the Owner / Developer / Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the

	said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchaser/s thereof under the provisions of the Transfer of Property Act. The Owner / Developer / Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development] Act, 2017, and the same is attached hereto as Annexure WHEREAS, the Owner / Promoter / Developer has accordingly commenced development work thereon in accordance with the said proposed plans, AND;
F	COMPLIANCE OF REAL ESTATE (REGULATION & DEVELOPMENT) ACT,2016
	The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017 “ Balaji Town ” is duly register with the said Authority vide Registration No. _____”.
G	PHASING OF THE PROJECT
	This project is to be developed in single phase.
H	<u>PURCHSER AGREES TO ACQUIRE :</u>
	The Purchaser/s, after satisfying himself / herself / themselves as regards the title of the Owner / Developer / Promoter to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure and the approved layout of plots, and after inspecting the site and satisfying himself / herself / themselves as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. as specified in Schedule A written hereinafter for the sake of brevity referred to as the “said Plot”. The Purchaser/s has / have agreed to acquire Plot No., admeasuring about Sq. Mtrs., or Sq. Fts., at or for the consideration and on the terms and conditions set out hereinafter. The said Plot No. is hereinafter referred to for the sake of convenience and brevity as “the said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule ‘B’.
I	INSPECTION OF ALL DOCUMENTS BY ALLOTTEE/PURCHASER
	On demand from the Allottee/Purchaser, Vendor/Promoter has given inspection to the Allottee/Purchaser of all documents of title relating to the project land all sanction plans & all documents relating to sanction of Layout (Project) form SDO WARDHA & All Concern Authority, plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulation made there under.
J	INDEPENDENT VERIFICATION OF TITLE BY PURCHASER :
	That, the Purchaser/s has / have, before the execution hereof, had the title of the Owner / Developer / Promoter thereto independently verified through the Legal Counsel / Advocate of the Purchaser/s and the Purchaser/s has / have satisfied himself / herself / themselves that the same is free from all encumbrances, and is clear and marketable.

K	DISCLOSURE REGARDING LITIGATION:
	The Vendor/ Promoter hereby declares that there are no civil/criminal case is pending with respect to the said land.
L	INTEREST SHOWN BY THE ALLOTTEE/PURCHASER
	Allottee/purchaser was in search of residential Plot in vicinity of Mouza: Mhasala and that is when she/he came to know about the said project of the Vendor/ Promoter. Allottee/Purchaser Contact to Vendor/Promoter & On the request of Allottee/Purchaser Vendor/ Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee / Purchaser, the Allottee / Purchaser has himself inspected all original legal documents, all original sanctioned plans of the said project and thereafter Allottee/Purchaser has conveyed his readiness and willingness to purchase the _____ out of the project (Layout) known as “ Balaji Town ” which is more particularly described in the Schedule B and location of the which is shown on authenticated copy sanctioned Lay-out plan annexed herewith.
M	OFFER AND ACCEPTANCE:
	In accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendor/ Promoter hereby agrees to sell and the Allottee / Purchasers hereby agrees to purchase the said Plot.
N	WILLINGNESS TO ENTER INTO AGREEMENT:
	The parties relying on the confirmation’s representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
O	REGISTRATION OF AGREEMENT:
	As per Section 13 of the Real Estate Regulation Act, the Vendor/ Promoter is required to execute a written agreement with the Allottee / Purchaser for the sale in respect of the said Plot and therefore, Vendor/ Promoter and the Allottee/ Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar office, within a time limit prescribed under the Registration Act.
P	ENTIRE AGREEMENT:
	This Agreement along with its schedule and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot.
Q	<u>CONSIDERATION</u> :
	That, after being satisfied with the Title as above, the Purchaser/s / Allottee herein made an offer to the Owner / Developer / Promoter herein to purchase the said Plot in accordance with the approved layout of plots and with the said intention deposited a sum of Rs. (Rupees Only) vide Cheque No.

	dated drawn on Bank, Branch being the part payment out of the lump sum total Sale-price of Rs. [Rupees Only] against and in consideration of the said Plot/s agreed to be sold by the Owner / Developer / Promoter to the Purchaser/s / Allottee, as an advance payment, the payment and receipt of which advance amount the Owner / Developer / Promoter hereby admit and acknowledge. The Purchaser/s / Allottee has agreed to pay to the Owner / Developer / Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents.
	<u>NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—</u>
1	<u>PURCHASE AND SALE OF THE PLOT :</u>
	The Purchaser/s has / have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Open Plot No., admeasuring Sq. Mtrs., and the right to construct thereon, as per sanction plans to the Purchaser/s, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule A and specified in Plan Schedule B hereunder written; The said Plot/s agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure_____, hereunder written.
2	<u>CONSIDERATION :</u>
	<u>2.1 Lump Sum Consideration And Exclusions :</u> That, as mentioned above, the Owner / Developer / Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase from the Owner / Developer / Promoter the said open Plot inclusive the specifications mentioned in the Annexure at or for the mutually agreed lump sum consideration of Rs. (Rupees Only) and the Purchaser/s shall make the payment of the same in the name of “MR. VINOD PURUSHOTTAM DHOBLE” or such other name as may be specified from time to time by the Owner / Developer / Purchaser/s and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified. <u>2.1 TIME PERIOD FOR POSSESSION :</u> That, the possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner / Developer /

	Promoter before on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months {u/s 19(10)} of the Owner / Developer / Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule. <u>2.3 DELAY IN HANDING OVER POSSESSION BY OWNER / DEVELOPER / PROMOTER / CONSENTING PARTY:</u> That, it is agreed between the parties hereto that if the Owner / Developer / Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner / Developer / Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner / Developer / Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.
3	<u>MAINTENANCE OF THE PLOT/LAYOUT</u>
	That, commencing the week after Notice in writing is given by the Owner / Developer / Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner / Developer / Promoter, the Purchaser/s hereby agree/s and bind/s himself / herself / themselves to pay to the Owner / Developer / Promoter, charges for common service if any.
4	<u>FORMATION OF FINAL BODY OF PURCHASERS:</u>
	That, the Owner / Developer / Promoter shall on execution of registered agreement for sale by 51% purchasers / allottee/s form within the period of 3 months from handing over possession of the last unsold Plot/s to the concerned Purchaser/s, in of the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act 1960 or such other body as may be deemed fit by the Owners / Promoters and Owner / Developer / Promoter of which all the purchasers of Plot/s shall be bound to become and be admitted as members.

5	<u>RIGHT TO DEMAND SUB-DIVISION :</u>
	That, the Purchaser/s of the Plot / Plots agreed to be sold hereunder and all the other purchaser/s of Plot/s in the said Land shall not have any right to make sub-division of the Plot/s and always subject to the applicable rules, regulations and bye-laws. The Purchaser/s shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/s hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.
6	<u>UNSOLD PLOTS :</u>
	That, in case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner / Developer / Promoter of all the plots on the said Land, then in such case, the Owner/Developer/ Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner / Developer / Promoter, the Ultimate Body shall admit as members the Purchaser/s of such plots without charging any premium, transfer fees, or any other extra payment.
7	<u>REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER / PROMOTER :</u>
	The Owner / Developer / Promoter hereby represents and warrants to the Allottee/ies / Purchaser/s as follows :— - The Owner / Developer / Promoter has clear and marketable title with respect to the project land/Plot as declared in the title report annexed to this agreement and has the requisite right 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; The promoter has also obtained the necessary N.A. permission from competent authority. - The Owner / Developer / Promoter 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. - There are no encumbrances upon the project land or the Project as disclosed in the title report. - There are no litigations pending before any Court of law with respect to

	the project land or Project except those disclosed in the title report; there are no prohibitory order for transfer at the plot/s. e) That, all approvals / licenses / permits issued by the competent authorities with respect to the Project / Project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals / licenses / permits to be issued by the competent authorities with respect to the Project / Project land and shall be obtained by following due process of law and the Owner / Developer / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project / Project land and common areas. f) That, the Owner / Developer / Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/ies / Purchaser/s created herein, may prejudicially be affected. g) That, the Owner / Developer / Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee /ies / Purchaser/s under this Agreement. h) That, the Owner / Developer / Promoter confirms that the Owner / Developer / Promoter is not restricted in any manner whatsoever from selling the said Plot/s to the Allottee/ies / Purchaser/s in the manner contemplated in this Agreement. i) That, the Owner / Developer / Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authority / ies. j) That, till date 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 Owner / Developer / Promoter in respect of the project land and/or the Project. k) That, the Owner / Developer / Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra. l) That, the title of land as a part of real estate project.
8	<u>PAYMENT OF STAMP DUTY / REGISTRATIOH FEES / EXPENSES</u>

	That, it is hereby expressly agreed that the Purchaser/s / Allottee / ies shall bear the Stamp Duty and Registration Charges payable on the Agreement and all documents executed by the Owner / Developer / Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land which may be executed by the Owner / Developer / Promoter or Consenting Party in favour of the Association / condominium / society of all Plot/s purchaser/s / allottee / ies in the said project.
9	<u>FURTHER ASSURANCES:</u>
	That, both Parties agree that they shah 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.
10	<u>ADDRESS FOR SERVICE :</u>
	That all notices to be served on the Allottee/ies / Purchaser/s and the Owner / Developer / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ies / Purchaser/s or the Owner / Developer / Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee/ies / Purchaser/s Address of Allottee/ies / Purchaser/s Notified Email ID : Name of Owner / Developer / Promoter _____ Address : _____. Notified Email ID : It shall be the duty of the Allottee/ies / Purchaser/s and the Owner / Developer / Promoter 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 Owner / Developer / Promoter or the Allottee/ies / Purchaser/s, as the case may be.
11	Name in which payment is to be drawn for Consideration Amount:
	Vendor / Promoter specifically communicates to the Allottee/ Purchaser that the Allottee/ Purchaser shall make the payments for Consideration Amount to the Vendor / Promoter by Demand Draft or by local Cheques drawn in the name of MR. VINOD PURUSHOTTAM DHOBLE, or by electronic mode NEFT / RTGS details are as under: i. Account Holder Name : ii. Bank Name :- Finance Bank iii. Branch:- Gopuri chowak, Wardha iv. Account Number : 76440200002935 v. IFSC code : BARBOVJWARD vi. Account type : Current Account
12	Termination of Agreement by Vendor/Promoter:
	Without prejudice to the right of the Vendor/ Promoter to charge interest on delayed payment, if the Allottee/ Purchaser commits three defaults on making payment as per the stages mentioned Schedule D then the Vendor/ Promoter shall serve a notice of 15 days in writing to the Allottee / Purchaser informing its intention to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor/ Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee /Purchaser shall apply for refund at their effort and cost.
13	Cancellation of Agreement by Allottee/Purchaser:
	If the Allottee / Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor/ Promoter, then the Vendor/ Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/ Purchaser. In the event of cancellation by Allottee/ Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/ Purchaser shall apply for refund at their own effort and cost.
14	WATER CONNECTION AND CHARGES:
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Grampanchayat and that the demand for water will be fulfilled either through bore-well or well. The Vendor/Promoters will only create suitable infrastructure for supply of raw water.

15	DISPUTE RESOLUTION:
	THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Wardha. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate(Regulation & Development) Act, 2016
16	<u>GOVERNING LAW :</u>
	That, 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 Court of Law at Wardha Court within whose local limits the property is situated will have the jurisdiction of this Agreement.
16	REGISTRATION:
	The Allottee/Purchaser and/or Vendor/Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof.
17	<u>OTHER AGREED TERMS & CONDITIONS BETWEEN PARTIES HERETO :</u>
	a) That, it is specifically agreed by Vendor / Party No. 1 that sale deed in respect of the said immovable proeprty shall be executed and registered in favour of the Purchaser/s Allottee/s or any other person or nominee as suggested/directed by the Purchaser/s Allottee/s of this agreement. b) That, it is specifically agreed to and understood by the parties herein that the immovable proeprty agreed to be sold/purchased shall be taken to be correctly described and incase, any mis-statement, error or omission is found or detected, the same shall not annul this agreement but all such mis-statement, error or omission shall always be subject to correction by the parties. c) That, as already mentioned, the Owner / Promoter / Developer herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase the said Plot No. from the Owner / Promoter / Developer more specifically described herein below for the mutually agreed lump sum consideration of Rs. (Rupees) and the Purchaser/s shall make the payment of the same in the name of or such other name as may be specified from time to time by the Owner / Promoter / Developer and the said consideration amount is excluding expenses for Stamp Duty, Registration Fees, Other Taxes, expenses, etc., and also all other outgoings as mentioned herein below which will be paid by the Purchaser/s /

	Allotte/s separately as agreed and specified. d) That, the Possession of the said Plot agreed to be purchased by the Purchaser/s / Allotte/s shall be handed over to the Purchaser/s / Allotte/s by the Owner / Promoter / Developer on receipt of the entire balance consideration amount of Rs. (as already herein above specified) and other charges as agreed. The Purchaser/s / Allotte/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed. e) That, 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 Owner / Promoter / Developer undertakes and agrees that while raising a demand on the Purchaser/s / Allotte/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Promoter / Developer shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s / Allotte/s, which shall only be applicable on subsequent payments. f) That, as has already specified herein above that before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the layout plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, and Specifications including area specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said
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	layout scheme and facilities to be provided in the said layout scheme and after being so satisfied, the Purchaser/s has agreed to purchase it. g) That, any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
	SCHEDULE -A (SAID ENTIRE PROJECT LAND)
	ALL THOSE Pieces and Parcels of Agricultural land bearing Survey / Khasra / Field No. 62/1, 62/3 of, Mouza: Mhasala having an area of 1.17 Hectors and 1.01 Hectors respectively i.e total admeasuring area 2.18 Hectors, Rental Rs. 2.75 & Rs. 2.75 held in Bhogwatdar Class -1 Rights, situate at Village – Mhasala, Grampanchayat- Mhasala, P.S.K 22 along with all types of Trees, Shrubs, Passage, Right of Way, Water Courses, Path Ways and including all other easementary rights appurtenant and belonging thereto, Situated at Village – Mhasala, within the limits of the Grampanchayat – Mhasala in Tahsil and District – Wardha (Rular) and bounded as under <u>BOUNDARIES OF KHASRA NO. 62/1, 62/3</u> ON THE EAST: 15 Mtrs Layout Road ON THE WEST: Nalawadi Shiv ON THE NORTH: 15 Mtrs Road ON THE SOUTH: Other Field
	SCHEDULE –B (SAID PLOT)
	ALL THAT Piece and Parcel of land bearing PLOT NO. _____containing by admeasurements _____SQ. Mt; (i.e. _____ Sq.ft) out of the layout carved on the land described in Schedule – A and known and styled as “BALAJI TOWN” and the said plot is bounded as under:- ON THE EAST : _____ ON THE WEST : _____ ON THE NORTH : _____ ON THE SOUTH : _____
	SCHEDULE-C DEVELOPMENT WORK OF THE PROJECT 1) Cement Concrete Road 2) Pever Blocks 3) Sewerage Line 4) Strom Water Drainage Line 5) Water Pipe Line

	6) Open Space Compound Wall 7) Sewage Treatment Plant 8) Rain Water Harvesting Chamber 9) Electric Network with Transformer 10) Street Light
	SCHEDULE-D (PAYMENT SCHEDULE)
	Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Vendor/Promoter by Cheque No. _____ dated _____ Drawn on _____, Branch: _____, the receipt whereof is hereby acknowledged by the Vendor/ Promoter. Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Vendor/Promoter by Cheque No. _____ dated _____ Drawn on _____, Branch: _____, the receipt whereof is hereby acknowledged by the Vendor/ Promoter Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Vendor/Promoter by Cheque No. _____ dated _____ Drawn on _____, Branch: _____, the receipt whereof is hereby acknowledged by the Vendor/ Promoter Rs. _____/- (Rupees _____ only) paid by the Purchaser to the Vendor/Promoter by Cheque No. _____ dated _____ Drawn on _____, Branch: _____, the receipt whereof is hereby acknowledged by the Vendor/ Promoter _____ — Rs. ____ (RUPEES _____ ONLY)

IN WITNESS WEREOF THE VENDOR/PROMOTER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at WARDHA in presence of the attesting witnesses signing.

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
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01			SHREE. VINOD PURUSHOTTAM DHOBLE, <u>VENDOR/PROMOTER</u>
02			SHRI. SURENDRA RAMCHANDRA MAHAKALKAR <u>VENDOR/PROMOTER</u>
0			<u>(ALLOTTEE/PURCHASER)</u>
03			<u>(ALLOTTEE/PURCHASER)</u>
WITNESSES			
01			
02			

LIST OF ANNEXURES

ANNEXURE-“A”

Title Report/Title Certificate

ANNEXURE-“B”

7/12 Extract

(Authenticated copies of Property card of extract village forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor to the project land)

ANNEXURE-“C”

(Authenticated copies of the Layout as approved by the concerned Local Authority.)

ANNEXURE-“D”

(Authenticated copy of the approved layout showing the specific plot, subject matter of these presents & Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.)

ANNEXURE-“E”

(List of Common Areas and Amenities to be provided under this presents.)

ANNEXURE-“F”

(Registration Certificate of the Project granted by the Real Estate Regulatory Authority)