AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ……. /-

As per Item No.9.1 , Page No.1363, Rate.6650/-Per Sq. Mtrs.

Mouza –VELAHARI, Khasara No.169

SITUATED WITHIN THE LIMITS OF NAGPUR METROPOLITAN REGION, NAGPUR

(Stamp duty of Rs…….. & Registration Fees of Rs……../- has been paid on consideration by the Purchase/Vendor at the time of execution of this Agreement to sale)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____rd/th Day of _____, 201__, BETWEEN :

MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,

hereinafter called the **"DEVELOPER / VENDOR",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"DEVELOPER / VENDOR"** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,

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

WHEREAS, the Vendor hereinabove named own and possess the property comprising ALL THAT Piece and Parcel of land bearing Khasra / Survey / Gut No. _____, having an area of _____ Hectares (i.e. _____ Sq. Mtrs.), Rental Rs. _____, held in Occupancy Class – 1 Rights of Mouza - _____, P.S.K. _____, including all other easementary rights appurtenant and belonging thereto, situated at _____, within the limits of the Grampanchayat _____ / Nagpur Municipal Corporation Ward No. ____, Circle No. ____, Division No. _____ in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***

[Recital History of Property]

WHEREAS, the **VENDOR/ LAND DEVELOPER** has obtained the title from Smt. Kausibai L Kotrunge and 4 others (Original owners **Khasara**.No.**169** of **Mouza-VELAHARI**) By virtue of Sale Deed Duly executed & registered in the office of the Sub-Registrar, Nagpur (Gramin No.7) in their Add. Book No.1; Volume No.707, page No.230 to 231 at Sr.No.3462.

WHEREAS, the **VENDOR/ LAND DEVELOPER** has duly mutated its name in Grampanchyat **Velahari** Record and all other relevant Government and Semi-Government records and it is capable and competent to deal with the said property more particularly described hereinabove and in the schedule hereunder written which forms part and parcel of this deed of sale; AND

WHEREAS, the **VENDOR/ LAND DEVELOPER** having acquired the absolute ownership of **Khasara**.No.**169** of **Mouza-VELAHARI** and is interested in its development for its optimum utilization; AND

WHEREAS, the Vendor later on decided to develop the said Project Land into a **"RESIDENTIAL LAYOUT"** by carving out various Plots of different sizes therein consisting of _____ (_____) (i.e. _____ Plots of Commercial and the remaining ____ Plots are Residential) separate Plots therein,;

WHEREAS, the Vendor does 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;

WHEREAS the Vendor is in possession of the project land and is entitled and enjoined upon to carving out various Plots of different sizes on the project land in accordance with the recitals hereinabove;

WHEREAS, the **DEVELOPER** / **VENDOR** has proposed to carving out _____ (_____) (i.e. ____ Plots are Residential) separate Plots on the project land alongwith internal Roads, Public Utility Land etc. therein ***(here specify number of Plots, area of P.U. Land and Internal Roads etc.)***;

WHEREAS, **DEVELOPER** / **VENDOR** has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the **DEVELOPER** / **VENDOR** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; ***authenticated copy is attached in Annexure 'F'***;

OR

WHEREAS, the Developer / Promoter / Confirming Party shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period;

WHEREAS, the **DEVELOPER** / **VENDOR** has appointed Architect/Engineer for preparation of Plans and drawings of the proposed Commercial/Residential Layout and the **DEVELOPER** / **VENDOR** accepts the professional supervision of the Architect till the completion of the said Layout;

WHEREAS, on demand from the Purchaser, the **DEVELOPER** / **VENDOR** has given inspection to the Purchaser of all the documents of title relating to the project land and the plans and Drawing prepared by the **DEVELOPER** / **VENDOR** Architect's Messrs _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents and Layout Plan(s) of the said Project and the other documents and papers disclosed by the **DEVELOPER** / **VENDOR** and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the **DEVELOPER** / **VENDOR** to sell the same on ownership basis. The Purchaser hereby confirms that the **DEVELOPER** / **VENDOR** has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the **DEVELOPER** / **VENDOR**;

WHEREAS, the authenticated copies of Certificate of Title of **PLOT NO……** issued by the Advocate of the **DEVELOPER** / **VENDOR**, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the **DEVELOPER** / **VENDOR** to the Project Land on which the various Plots are to be carved out have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively***;

WHEREAS, the authenticated copies of the Plan(s) of the Layout as sanctioned and approved by the local authority have been ***annexed hereto and marked as Annexure C-1***;

WHEREAS, the authenticated copies of dimensions and Boundaries of the Plot(s) agreed to be purchased by the Purchaser have been ***annexed and marked as Annexure-D;***

[In case of development in Phased manner, include following paragraph]

WHEREAS, at present the **DEVELOPER** / **VENDOR** has got the approvals from the concerned local authority(s) to the plan(s) for _____ Hectares and shall obtain the approvals for remaining land of _____ Hectares from Competent Authorities from time to time, so as to obtain Layout Completion Certificate or Occupancy Certificate of the said Layout;

WHEREAS, while sanctioning the said Layout Plan(s) concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **DEVELOPER** / **VENDOR** while developing the project land and the said Layout and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Layout shall be granted by the concerned local authority;

WHEREAS, the **DEVELOPER** / **VENDOR** has accordingly commenced the layout works by carving out various Plots of different sizes therein (i.e. Residential) in accordance with the said proposed Plan(s);

WHEREAS, the Purchaser has applied to the **DEVELOPER** / **VENDOR** for purchase of Plot bearing No. ____ (_____) in the said proposed Layout;

WHEREAS, the dimensions of the said Plot No. _____ is admeasuring Length _____ Mtrs. and Breadth _____ Mtrs. equal to _____ **Square Meters;**

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 enters into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the **DEVELOPER** / **VENDOR** a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Plot agreed to be sold by the **DEVELOPER** / **VENDOR** to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the **DEVELOPER** / **VENDOR** all hereby admitted and acknowledged) and the Purchaser has agreed to pay to the **DEVELOPER** / **VENDOR** the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the **DEVELOPER / VENDOR** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____ ;

WHEREAS, under section 13 of the said Act the **DEVELOPER / VENDOR** is required to execute a written Agreement for sale of said Plot(s) with the Purchaser, 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 hereto, **DEVELOPER / VENDOR** hereby agrees to sell and the Purchaser hereby agrees to purchase the said Plot(s).

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

1. THAT, the aforesaid Project consists of _____ (_____) independent Plots alongwith Public Utility Land, Internal Roads and Common Land to be carved out by the **DEVELOPER / VENDOR** on the said Project Land in accordance with the Plans and Drawings as approved by the Competent local authority from time to time.

Provided that the **DEVELOPER / VENDOR** shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Plot of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the **DEVELOPER / VENDOR** and the **DEVELOPER / VENDOR** hereby agrees to sell to the Purchaser Plot No. _____ (_____) out of the aforesaid sanctioned Layout (hereinafter referred to as **"the Plot"**) as shown in the Layout Plan hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes all Charges viz. Development Charges, Non Agricultural Charges, Regularisation Charges, Fitting of Electric Poles, Drainage Line, Swear Line, Water Line etc.

1.b Thus the total aggregate consideration amount for the said Plot is Rs._____/- (Rupees _____) Only.

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) ***(not exceeding 10% of the total consideration)*** as advance payment or Application Fee and hereby agrees to pay to the **DEVELOPER / VENDOR** the balance amount of Rs _____/- (Rupees _____Only) in the following manner :-

i) Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of execution of this Agreement.

ii) Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of completion of demarcation of the Plot.

Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of completion of internal Roads.

iii) Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of completion of fitting of Electric Poles.

iv) Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of completion of Swear Line works.

Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days from the date of completion of Water line fitting works.

Rs. _____/- (Rupees_____) Only ***(not exceeding ____% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within ____ days at the time of handing over possession of the Plot to the Purchaser.

Rs. _____ (RUPEES _____ ONLY).

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the **DEVELOPER / VENDOR** by way of Value Added Tax, Service Tax and Cess, Insurance Premium

towards Title of Property or any other taxes, premiums, charges which may be levied and/or payable, in connection with carrying out the Project payable by the **DEVELOPER / VENDOR**) up to the date of handing over the possession of the said Plot. The Purchaser specifically agrees to pay to the **DEVELOPER / VENDOR** all such Taxes & Insurance Premium as and when demanded and shall always keep the **DEVELOPER / VENDOR** indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

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

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The **DEVELOPER / VENDOR** undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the **DEVELOPER / 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 Purchaser, which shall only be applicable on subsequent payments.

1.g The **DEVELOPER / VENDOR** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser to the **DEVELOPER / VENDOR** by discounting such early payments @ ___% Per Annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the **DEVELOPER / VENDOR**. [If applicable]

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

2.1 THAT, the **DEVELOPER / 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 Layout Plans or thereafter and shall, before handing

over possession of the Plot to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Layout.

2.2 THAT, Time is essence for the **DEVELOPER / VENDOR** as well as the Purchaser. The **DEVELOPER / VENDOR** shall abide by the time schedule for completing the said Layout and handing over the Plot to the Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her to the **DEVELOPER / VENDOR** as provided in clause 1 (c) herein above. **("Payment Plan")**.

3.1 If the **DEVELOPER / VENDOR** fails to abide by the time schedule for completing the Layout and handing over the Plot to the Purchaser, the **DEVELOPER / VENDOR** agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the **DEVELOPER / 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 Purchaser to the **DEVELOPER / VENDOR** under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the **DEVELOPER / VENDOR**.

3.2 Without prejudice to the right of **DEVELOPER / VENDOR** to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the **DEVELOPER / VENDOR** under this Agreement (including his/her taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the **DEVELOPER / VENDOR** shall at her/his own option, may terminate this Agreement:

Provided that, **DEVELOPER / VENDOR** shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of her/his 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 Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the **DEVELOPER / 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 **DEVELOPER / VENDOR** shall refund to the Purchaser, subject to deduction of a sum of Rs. _____/- (Rupees _____) 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 Plot which may till then have been paid by the Purchaser to the **DEVELOPER / VENDOR**.

4. The Electric Poles, Swear Line, Water Line connections and fittings to be provided by the **DEVELOPER / VENDOR** to the said Layout as are set out in ***Annexure 'E', annexed hereto***.

5. The **DEVELOPER / VENDOR** shall give possession of the Plot to the Purchaser on or before _____ day of _____ 20___ 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 **DEVELOPER / VENDOR** any other reasonable cause and the Purchaser 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 **DEVELOPER / VENDOR**. If the **DEVELOPER / VENDOR** fails or neglects to give possession of the Plot to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date, then the **DEVELOPER / VENDOR** shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Plot with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **DEVELOPER / VENDOR** received the sum till the date the amounts and interest thereon is repaid.

Provided further that the **DEVELOPER / VENDOR** shall not deliver the actual physical possession of the said Plot to the Purchaser until the entire Consideration including also the charges Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, etc. are paid by the Purchaser in full to the **DEVELOPER / VENDOR** hereto.

Provided further that the **DEVELOPER / VENDOR** shall be entitled to reasonable extension of time for giving delivery of Plot on the aforesaid date, if the completion of Layout in which the Plot 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.

6.1 Procedure for taking possession – The **DEVELOPER / VENDOR** upon obtaining the Completion Certificate from the competent authority and the payment made by the Purchaser as per the Agreement shall offer in writing the possession of the Plot to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such Notice and the **DEVELOPER / VENDOR** shall give

possession of the said Plot to the Purchaser. The **DEVELOPER / VENDOR** agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **DEVELOPER / VENDOR**.

6.2 The Purchaser shall take possession of the said Plot within 15 days of the written notice from the **DEVELOPER / VENDOR** to the Purchaser intimating that the said Plot is ready for use and occupancy.

6.3 THAT the Purchaser hereby agrees not to occupy the said Plot without prior written permission of the **DEVELOPER / VENDOR** else Purchaser shall be treated as a trespasser.

6.4 THAT the **DEVELOPER / VENDOR** does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the **DEVELOPER / VENDOR** will execute a proper Sale Deed relating to the said Plot of land in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force.

6.5 THAT on obtaining the proper Sale Deed relating to the said Plot of land hereby agreed to be sold the Purchaser shall be owned and possessed the said Plot of land with heritable and transferable rights therein.

7.1 The Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use.

7.2 THAT it is understood by the Purchaser that the **DEVELOPER / VENDOR** shall display any type of Board, signs, banners etc. on the said Layout and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The **DEVELOPER / VENDOR** shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

8.1 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Plot Owners in the said layout.

8.2 THAT the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Plot Owners in the said layout.

9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / VENDOR:

The **DEVELOPER** / **VENDOR** hereby represents and warrants to the Purchaser as follows :

i. The **DEVELOPER** / **VENDOR** has clear and marketable title with respect to the said Plot of land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The **DEVELOPER** / **VENDOR** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. 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;

v. All approvals, licenses and 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 and permits to be issued by the competent authorities with respect to the said Project, i.e. Plot and project land shall be obtained by following due process of law and the **DEVELOPER** / **VENDOR** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, i.e. Plot and the said project land;

vi. The **DEVELOPER** / **VENDOR** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The **DEVELOPER** / **VENDOR** 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 said Plot of land and the said Plot which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The **DEVELOPER** / **VENDOR** confirms that the **DEVELOPER** / **VENDOR** is not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;

ix. The **DEVELOPER** / **VENDOR** 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 Plot to the competent Authorities till the date of handover possession to the Purchaser in vacant condition.

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

10. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the **DEVELOPER / VENDOR** as follows :-

i. To maintain the Plot at the Purchaser's own cost in good habitable condition from the date of possession of the Plot is taken and shall not do or suffer to be done anything against the rules, regulations or bye-laws.

ii. The Purchaser hereby specifically agrees with the **DEVELOPER / VENDOR** that even after taking over the actual possession of the Plot chosen by Purchaser, the Purchaser will not object or prevent or obstruct the **DEVELOPER / VENDOR** in any way.

iii. To bear and pay increase in local taxes, water charges and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

12. The **DEVELOPER / VENDOR** shall maintain a separate account in respect of sums received by the **DEVELOPER / VENDOR** from the Purchaser as advance or deposit, sums received on account of sale consideration and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. 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 shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the DEVELOPER / VENDOR does not create a binding obligation on the part of the DEVELOPER / VENDOR or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER / VENDOR. If the Purchaser(s) fails to execute and deliver to the DEVELOPER / VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter / Confirming Party, then the DEVELOPER / VENDOR shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

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

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

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

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

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

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

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the **DEVELOPER / VENDOR** through its authorized signatory at the Developer / Promoter / Confirming Party's Office, or at some other place, which may be mutually agreed between the **DEVELOPER / VENDOR** and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the **DEVELOPER / 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.

24. The Purchaser and/or **DEVELOPER / 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 **DEVELOPER / VENDOR** will attend such Office and admit execution thereof.

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

_____ Name of Purchaser

_____ (Purchaser's Address)

Notified Email ID : _____

M/s _____

(Name of **DEVELOPER / VENDOR** name)

_____ (Address of **DEVELOPER / VENDOR**)

Notified Email ID : _____

It shall be the duty of the Purchaser and the **DEVELOPER / 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 **DEVELOPER / VENDOR** or the Purchaser, as the case may be.

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

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

28. 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.

29. 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.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE – A

(SAID LAND)

ALL THAT Piece and Parcel of Non Agricultural land bearing Survey / **Khasra** / **Gut No. 169** of **MOUZA – VELA (HARISHCHANDRA)** P.H.K. **135**, having an area of **3.24** Hectares As Per Sale Deed, Rental Rs. **20.30** Yearly, held in Occupancy Class-1 Rights, Khate No.**135** , including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – **VELA (HARISHCHANDRA)** within the limits of the Grampanchayat – **VELA (HARI)**, in Tahsil – **NAGPUR** and District – NAGPUR; and bounded as under :-

ON THE EAST	-	**BY Survey / Khasra NO.155**
ON THE WEST	-	**BY Survey / Khasra NO.134**
ON THE NORTH	-	**BY Survey / Khasra NO.170 & 167/1**
ON THE SOUTH	-	**BY Survey / Khasra NO.154**

SCHEDULE – B

(SAID PLOT HEREBY AGREED TO BE SOLD)

SCHEDULE 'B'

ALL THAT Piece and Parcel of land bearing Plot No. ____ (_____), out of the sanctioned layout containing by admeasurement _____ Sq. Mtrs. (OR _____ Sq. Ft.), being a portion of the entire land bearing Khasra / Survey / Gut No. _____, of Mouza - _____, P.S.K. _____, including all other easementary rights appurtenant and belonging thereto, situated at _____, within the limits of the Grampanchayat _____ / Nagpur Municipal Corporation Ward No. ____, Circle No. ____, Division No. _____ in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	**-**
ON THE WEST	**-**
ON THE NORTH	**-**
ON THE SOUTH	**-**

[Here set out the nature, extent and description of common areas and facilities.]

SCHEDULE 'B'

FLOOR PLAN OF THE PLOT/LAYOUT

ANNEXURE – A

Title Report of plot No…….. hereby agreed to be sold

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer / Promoter / Confirming Party to the project land).

ANNEXURE –C-1

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

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the **DEVELOPER** / **VENDOR** and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the PLOT agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the PLOT),

ANNEXURE –F

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

IN WITNESS WHEREOF the **DEVELOPER** / **VENDOR** and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this **AGREEMENT OF SALE** 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 HINGNA in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			2) (_____) **VENDORS/PROMOTERS**

02			**(_____)** **ALLOTTEE(s) / PURCHASER(s)**
WINTESSES :- **(1) _____** **(2) _____**			