

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case 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 Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made and executed this day of in the year

At ,Taluka-Kamptee , District-Nagpur.

By and Between

**M/s. SMC Infra through its Partner and Authorized Signatory Shri.Surendra Mohan Mangaldas Chadda**

[Hereinafter for the sake of brevity referred to as OWNERS which expression shall, unless repugnant to the context be deemed to include their Legal heirs, executors, administrators Business assignees, trustees, transferees etc]

**AND**

Name:.....

Age aboutyears, occupation: .

Residing at:.

PAN.....

[Hereinafter for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]Of the Second Part

A. DESCRIPTION OF THE LAND & PROPERTY:-

ALL THAT piece and parcel of land bearing Kh. Survey No. 15, {ULPIN : 28682443311}, admeasuring about 6.47.00 He.Aar.Sq.Mtrs., Land Revenue Assessments Rs. 25.00 yearly, with Occupant Class I rights, is situated at Mauza: BHILGAON, P. H. No. 15, Tahsil: KAMPTÉE and District: NAGPUR.

Originally All That piece and parcel of Agricultural Land bearing Kh. No. 53 admeasuring 1.64 Acres, Kh. No. 55/1 admeasuring 8.47 Acres, Kh. No. 55/2 admeasuring 0.95 Acres, Kh. No. 72 admeasuring 9.68 Acres, Kh. No. 73 admeasuring 6.29 Acres, Kh. No. 88 admeasuring 11.24 Acres, Kh. No. 69 admeasuring 5.51 Acres, Kh. No. 94 admeasuring 1.10 Acres, Kh. No. 95 admeasuring 2.65 Acres, & Kh. No.96 admeasuring 9.12 Acres, all of them jointly admeasuring about 47.54 Acres of Mouza- Bhilgaon Patwari Halka No. 15 in Tah. Kamptee & Dist Nagpur was jointly owned by (i) Shri Raghunath Laxman Ghate (Gawali), (ii) Shri Laxman Ramji Ghate & (iii) Shri Laxmand paikujji Samarth (Jain kalar), which is been purchased by them from Smt. Gujabai Ramrao Chavhan & Shri Vasantrao Ramrao Chavhan by registered Sale Deed dated 20.04.1953 registered in the office of Joint Sub- Registrar Nagpur in Addl. Book No. 1, Vol. no. 177 on pages 336 to 338 at Sr. No. 146 on even date;

THAT, the then co-owners of the said land partitioned their aforesaid land between themselves by Deed of Partition dt. 04.01.1955 which is duly registered at the office of Sub Registrar Nagpur in Addl. Book No. 1, Volume No. 209 on pages 186 to 188 at Sr. No. 12 on 11.01.1955.

That as per the said Deed of Partition the land bearing Kh. No. 72 and 73 admeasuring about 15.97 Acres retained by Shri Laxman Ramji Ghate and the name of Shri Laxman Ghate is mutated in revenue records of land bearing Kh. 72 and 73 in all admeasuring about 15.97 Acres i.e. about 6.47 Hectares.

THAT under the re-survey and re-measurement of the lands carried out by the Government under the Consolidation and Fragmentation, the said old Field Survey Number 72 and 73 have been given as New Survey No. 15 admeasuring about 6.47 Hectares.

THAT Shri Laxman Ramji Ghate left for heavenly abode on 12.04.1988 intestate, leaving behind him, his two wives viz. Smt. Radhabai Laxman Ghate (1st Wife who left for heavenly abode sometime in the year 1950) and Smt. Radhabai Laxman Ghate (IInd Wife his five sons viz.(i) Shri Raghunath Laxman Gate and Shri Dwarkanath Laxman Ghate (sons of first wife Smt. Radhabai Laxman Ghate) (iii) Shri Ulhas Laxman Ghate (iv) Shri Laxmikant Laxman Ghate & (v) Shri Ganesh Laxman Ghate ( sons of second wife Smt. Radhabai Laxman Ghate) and his five daughters viz (i) Smt. Tarabai Jainvprasad alias Jagdevprasad Yadav (daughter of first wife Smt. Radhabai Laxman Gate), (ii) Ku. Alka Laxman Ghate (iii) Smt. Sulochana Ashok Gop, (iv) Smt. Rajni Nandkishor Yadav and (v) Smt. Usha Devendra Yadav (daughters of second wife Smt. Radhabai Laxman Ghate), as his legal heirs who thus inherited the land bearing Kh. No. 15 by way of intestate succession;

THAT one of co-owner's of the said land Smt. Radhabai Laxman Ghate (second wife of Shri Laxman Ramji Ghate) also left heavenly abode on 06.11.2015 intestate, leaving behind her, her three sons namely (i) Shri Ulhas Laxman Gate (ii) Shri Laxmikant Laxman Ghate & (iii) Shri Ganesh Laxman Ghate and her four daughters namely (i) Ku. Alka Laxman Ghate (ii) Smt. Sulochana Ashok Gop, (iii) Smt. Rajni Nandkishor Yadav & (iv) Smt. Usha Devendra Yadav as her legal heirs who thus inherited the her undivided share in the said land by way of intestate succession.

THAT one of co-owner's of the said land viz. Smt. Dwarkanath Laxman Ghate (legal heir of Shri Laxman Ghate and Smt. Radhabai Gate) left for heavenly abode on 16.09.2017 and his wife Smt. Nirmaladevi Dwarkanath Ghate predeceased him on 28.09.2008 intestate, leaving behind them, their only son Shri Manish Dwarkanath Ghate and only married daughter Smt. Sarita Subhash

Yadav as their only legal heir, who thus inherited his undivided share in the said land by way of intestate succession.

THAT one of co-owner's viz. Smt. Tarabai Jaidevprasad alias Jagdevprasad Yadav (legal heir of Shri Laxman Ghate and Smt. Radhabai Ghate) also left for heavenly abode on 17.01.2006 intestate, leaving behind her, her three sons viz. (i) Shri Kishnakant Jaidevprasad alias Jagdevprasad Yadav (ii) Shri Ravikant Jaidevprasad alias Jagdevprasad Yadav (iii) Shri Shrikant Jaidevprasad alias Jagdevprasad Yadav and his daughters viz. (i) Smt. Seema Harishankar Yadav (ii) Smt. Jayashree Santosh Gop, (iii) Smt. Bharti Santosh Yadav and (iv) Ku. Shushma Jaidevprasad alias Jagdevprasad Yadav as her legal heirs, who thus inherited her undivided share by way of intestate succession;

THAT, consequent upon the death of Ku. Sushma Jaidevprasad alias Jagdevprasad Yadav which occurred on 13.01.2019 (he was unmarried), her undivided share in the said land thus devolved upon her following legal heirs viz. (i) Shri Krishnakant Jaidevprasad alias Jagdevprasad Yadav, (ii) Shri Ravikant Jaidevprasad alias Jagdevprasad Yadav, (iii) Shri Shrikant Jaidevprasad alias Jagdevprasad Yadav, (iv) Smt. Seema harikshankar Yadav, (v) Smt. Jayshree Santosh Gop and (vi) Smt. Bharti Santosh Yadav being her only legal heirs by way of intestate succession;

THAT one of co-owner's viz. Smt. Tarabai Jaidevprasad alias Jagdevprasad Yadav (legal heir of Shri Laxman Ghate and Smt. Radhabai Ghate) also left for heavenly abode on 17.01.2006 intestate, leaving behind her, her three sons viz. (i) Shri Kishnakant Jaidevprasad alias Jagdevprasad Yadav (ii) Shri Ravikant Jaidevprasad alias Jagdevprasad Yadav (iii) Shri Shrikant Jaidevprasad alias Jagdevprasad Yadav and his daughters viz. (i) Smt. Seema Harishankar Yadav (ii) Smt. Jayashree Santosh Gop, (iii) Smt. Bharti Santosh Yadav and (iv) Ku. Shushma Jaidevprasad alias Jagdevprasad Yadav as her legal heirs, who thus inherited her undivided share by way of intestate succession;

THAT, consequent upon the death of Ku. Sushma Jaidevprasad alias Jagdevprasad Yadav which occurred on 13.01.2019 (he was unmarried), her undivided share in the said land thus devolved upon her following legal heirs viz. (i) Shri Krishnakant Jaidevprasad alias Jagdevprasad Yadav, (ii) Shri Ravikant Jaidevprasad alias Jagdevprasad Yadav, (iii) Shri Shrikant Jaidevprasad alias Jagdevprasad Yadav, (iv) Smt. Seema harikshankar Yadav, (v) Smt. Jayshree Santosh Gop and (vi) Smt. Bharti Santosh Yadav being her only legal heirs by way of intestate succession;

THAT one of co-owner's of the said land viz. Smt. Sulochana Ashok Gop ( legal heir of Shri Laxman Ghate and Radhabai Ghate) also left for heavenly abode on 26.06.2018 intestate, leaving behind her three daughters viz. (i) Smt. Shubhangi Vivek Yadav, (ii) Ku. Archana Ashok Gop and (iii) Ku. Manisha Ashok Gop as her only legal heirs, who thus inherited the undivided share in the said land of deceased Smt. Sulochana Ashok Gop by way of intestate succession;

THAT one of co-owner's of the said land viz. Smt. Rajani Nandkishor Yadav (legal heir of Shri Laxman Ghate and Radhabai Ghate) also left for heavenly abode on 09.12.2003 intestate, leaving behind her two sons viz. Shri Hariom Nandkishor Yadav and Shri Harihar Nandkishor Yadav and two daughters namely Smt. Venu Roshan Yadav and Smt. Renu Prakash Yadav as her legal heirs, by way of intestate succession;

THAT said Smt. Renu Prakash Yadav also left for heavenly abode on 10.03.2006 intestate, leaving behind her two daughters viz. Ku. Kalyani Prakash Yadav as her legal heirs, who thus inherited her undivided share in the said land of deceased Smt. Renu Prakash Yadav by way of intestate succession;

THAT as such Shri Raghunath Laxman Ghate, Smt. Nirmladevi Dwarkanath Ghate, Shri Manish Dwarkanath Ghate, Smt. Sarita Subhash Yadav, Shri Krishnakant Jaidevprasad alias Jagdevprasad Yada, Shri Ravikant Jaidevprasad alias Jagdevprasad Yadav, Shri Shrikant Jaidevprasad alias Jagdevprasad Yadav, Smt. Seema Harishankar Yadav, Smt. Jayashree Santosh Gop, Smt. Bharti

Santosh Yadav, Shri Ulhas Laxman Ghate, Shri Ganesh Laxman Ghate, Smt. Usha Devendra Yadav, Smt. Shubhangi Vivek Yadav, Ku. Archana Ashok Gop, Ku. Manisha Ashok Gop, Shri Hariom Nandkishor Yadav, Shri Harihar Nandkishor Yadav, Smt. Venu Roshan Yadav, Ku. Kalyani Prakash Yadav and Ku. Indrayani Prakash Yadav thus jointly became the absolute and co-owners of the said land admeasuring 6.47 Hectares, bearing Kh. No. 15 of Mouza - Bhilgaon with heritable and transferable rights therein and their names are duly recorded in all relevant Govt. Record

That out of the all co-owner's Legal heirs of Smt. Radhabai Laxman Ghate (IInd wife of Laxman Ghate) Viz. Ganesh Laxmanrao Ghate, Laxmikant Laxmanrao Ghate and daughter Alka Laxman Ghate each having 10% undivided Share in the said land and married daughter legal heir of predeceased son of Ist wife Radhabai Late Dwarkanath Laxman Ghate viz. Sarita Subhash Yadav having 5% undivided share in the said land in all 35% share admeasuring about 2.2645 Hectares out of the said entire land of Kh. No. 15 in all admeasuring about 6.47 Hectares sold to M/s SMC Infra by registered Sale Deed dt. 16.11.2021 registered with Sub Registrar Kamptee in Book No. 1 registered at Sr. No. 6790/2021 dt. 16.11.2021 and entrusted all other Powers related to their share by even dated Power of Attorney registered at Sr. No. 6791/2024 and name of M/s SMC infra mutated in Revenue records of property vide Ferfar bearing No. 22773 dt. 31.03.2022,

That out of the all co-owner's Legal heirs of Smt. Radhabai Laxman Ghate (IInd wife of Laxman Ghate) Viz. Ulhas Laxmanrao Ghate, Laxmikant Laxmanrao Ghate and daughter Usha Devendra Yadav each having 10% undivided Share in the said land and married daughter legal heir of predeceased daughter Late Rajni Nandkishor, Yadav viz. Harihar Nandkishor Yadav and Hariom Nandkishor Yadav having 2.5% undivided share each in the said land in all 25% share admeasuring about 1.6175 Hectares out of the said entire land of Kh. No. 15 in all admeasuring about 6.47 Hectares sold to M/s SMC Infra by registered Sale Deed dt. 16.11.2021 registered with Sub Registrar Kamptee in Book No. 1 registered at Sr. No. 6802/2021 dt. 16.11.2021 and entrusted all other Powers related to their share by even dated Power of Attorney registered at Sr. No. 6803/2021, M/s SMC infra mutated in Revenue records of property vide Ferfar bearing No. 23250 dt. 26.05.2022,

THAT thus the SMC infra is the owner of portion admeasuring about 3.882 Hectares out of the entire land of Kh. No. 15 in all admeasuring about 6.47 Hectares,

That the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dt. 04.03.2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 dt. 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Development Area u/s 42A of the M. R. & T. P. Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority u/s 42D thereof for the said area.

That Nagpur Metropolitan Region Development Authority has sanctioned the residential Lay Out carved on the said land of Kh. No. 15, admeasuring about 3.882 He.Aar.Sq.Mtrs. i.e. 38820.00 Sq. Mtrs. vide Letter vide Letter bearing No. KA/ABHI/NAMPRAVIPRA 9737 dated 07.10.2024 (Plotable area sanctioned 23379.39 Sq. Mtrs.)

That, the owner has obtained the Sanad /Order u/s 42 B of the Maharashtra Land Revenue Code, 1966 for non Agricultural user i.e. Residential purposes under the sanctioned Development Plan of Nagpur Region sanctioned by the Govt. on 05.01.2018 passed by the Tahsildar Kamptee in Rev. Case No. 31/NAP-34/2023-24 dated 11.12.2024.

I have satisfied that the property is heritable and transferable and the owners have a right to transfer the same. All the necessary parties have been joined and the documents have been desired effect. We have also confirmed from the Government and Public Land Acquisition Authorities that the property above mentioned is not subject to any acquisition or requisition from any authorities. We also certify that documents are duly stamped in accordance with the Maharashtra (Bombay) Stamp Act, 1958 and necessary Registration Fees is/are paid under provisions of Indian Registration Act,1908.

I have taken the search in respect of the aforesaid property from the records of Patwari Registrar of Rights, from the concerned Sub Registrar Office, Nagpur online through website of IGR <https://igrmaharashtra.gov.in/> for the period of 30 years from 1994-2024 vide challan GRN No. MH013253969202425E dated 26.12.2024 The relevant document of titles are genuine. I have verified and tallied the said document and other documents and papers placed before us from the records of Registrar of Assurances. That Facts and events material to search made by us and the documents placed before us of the entire property / Lay Out known as "GOVIND PARK" situated on Kh. No. 15 of Mauza: BHILGAON, Tahsil: District NAGPUR is now owned by M/S SMC INFRA, as stated here-in-above.

The Title is Clear, marketable and free from all encumbrances.

B. TITLE CERTIFICATE: The title of the owner/ promoter/ developer is duly verified through their and 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.....

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: 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 Salo of such plots etc. with prospective purchasers 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.....

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying himself 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 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 [hereinafter for the sake of brevity referred to as the "said Plot"] the Purchaser/s has/have agreed to acquire Plat No....., admeasuring about ..... Hectare, 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 SCHEDULE\_ hereunder written and marked in Red on the Plan Schedule 'B'.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/ have demanded from the owner/Developer/Promoter and the owner/Developer/ Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER: 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.

G. CONSIDERATION: After being satisfied with the Title as above, the Purchaser herein made an offer to the 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 ofRs. ....[Rupees..... Only] against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser 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;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

## 1. PURCHASE AND SALE OF THE PLOT:

1.1. The Purchaser/s has/have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Open Plot No....., admeasuring .....sq.mtr, and the right to construct thereon, as per sanction plans to the Purchaser, 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:

1.2. The said Plot 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. CONSIDERATION:

### 2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:

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. ....only)and the Purchaser 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/Developer/Purchaser; 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. The above payment received by me/us have been deposited in, RERA Designated Collection Bank Account 924020064894404 , AXIS BANK Bank, AXIS BANK, CENTRAL AVENUE Branch having IFS Code UTIB0000330 situated AXIS BANK, RAJMAHAL' 267, CENTRAL AVENUE ROAD,NAGPUR-440035.In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 924020063709136 and 924020064003103, respectively.

### 2.2 TIME PERIOD FOR POSSESSION:

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.

### 2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTING PARTY:

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.

## **2.4 15 A**

In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment."

## **3. MAINTENANCE OF THE PLOT/LAYOUT:**

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, changes for common service if any.

## **4. FORMATION OF FINAL BODY OF PURCHASERS:**

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, 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 Plots shall be bound to become and be admitted as members.

## **5. NO RIGHTS TO DEMAND SUB-DIVISION:**

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers 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/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

## **6. UNSOLD PLOTS:**

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 Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

## **7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows:-

(a) The 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 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; The promoter has also obtained the necessary N.A. permission from competent authority;

(b) The 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;

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) 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 of the plot.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The 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 created herein, may prejudicially be affected;

(g) The 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 under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

(i) The 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 Authorities;

(j) 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

(k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

## **8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES:**

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this 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 and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favour of the Association/ condominium/ society of all Plot purchasers in the said project.

**9. 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.

**10. 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.

**11. ADDRESS FOR SERVICE:**

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

Name of Allottee/Purchaser  
(Allottee's Address)  
Notified Email ID:.....  
M/s. Promoter Name

**Shri.Surendra Mohan Mangaldas Chadda**  
**(Partner and Authorized Signatory)**  
**SMC INFRA**

Notified Email ID:.....

It shall be the duty of the Allottee and the 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 promoter or the Allottee, as the case may be.

**12. DISPUTE RESOLUTION:**

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 provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**13. GOVERNING LAW:**

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 .....courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

Important Note.-Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and

conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder].

Note.-Testimonial clause to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**

THE UNDIVIDED \_\_\_\_\_ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Khasra No.\_\_\_\_ containing by admeasurements \_\_\_\_\_ Sq. Mtrs. of Mouza – \_\_\_\_\_, including all easementary rights appurtenant and belonging thereto, situate at Village – \_\_\_\_\_, within the limits of \_\_\_\_\_ri, in Tahsil –and District – NAGPUR and bounded over as under :-

ON THE EAST                -                \_\_\_\_\_

ON THE WEST                -                \_\_\_\_\_

ON THE NORTH                -                \_\_\_\_\_

ON THE SOUTH                -                \_\_\_\_\_

Note: Undivided Share in land does not include the area of covered parking in the Building scheme

**SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)**

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

**A.) Description of the common areas provided:**

|    | Type of common areas provided | Proposed Date of Occupancy Certificate | Proposed Date of handover for use | Size/area of the common areas Provided in sq.mtrs |
|----|-------------------------------|----------------------------------------|-----------------------------------|---------------------------------------------------|
| i. | RECREATIONAL OPEN SPACE       | 31/12/2028                             | 31/12/2028                        | 3805.36                                           |

**B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building: NOT APPLICABLE**

|    | Type of facilities / amenities provided | Phase name/ number | Proposed Date of Occupancy Certificate | Proposed Date of handing over to the Society/common organization | Size/area of the facilities / amenities | FSI Utilized or free of FSI in sq.mtrs |
|----|-----------------------------------------|--------------------|----------------------------------------|------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| i. | NA                                      | NA                 | NA                                     | NA                                                               | NA                                      | NA                                     |

**C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

|       | Type of facilities / amenities provided               | Phase name/ number | Proposed Date of Occupancy Certificate | Proposed Date of handing over to the Society/common organization | Size/area of the facilities / amenities | FSI Utilized or free of FSI |
|-------|-------------------------------------------------------|--------------------|----------------------------------------|------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| i.    | Internal Roads & Footpaths                            | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| ii.   | Landscaping & Tree Planting                           | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| iii.  | Sewerage (Chamber, Lines, Septic Tank , STP)          | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| iv.   | Storm Water Drains                                    | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| v.    | Water conservation /Rain water harvesting             | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| vi.   | Aggregate area of recreational Open Space             | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| vii.  | Electrical meter room, sub-station, receiving station | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| viii. | Water Supply                                          | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| ix.   | Energy Management                                     | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| x.    | Community Buildings                                   | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |
| xi.   | Street Lighting                                       | GOVIND PARK        | 31/12/2028                             | 31/12/2028                                                       | AS PER SANCTIONED PLAN                  | NO FSI                      |

**D.) The size and the location of the facilities / amenities in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.**

|    | Type of open spaces (RG/PG) to be provided | Phase name/ number | Size open spaces to be provided | Proposed Date of availability for use | Proposed Date of handing over to the common organization |
|----|--------------------------------------------|--------------------|---------------------------------|---------------------------------------|----------------------------------------------------------|
| i. | RECREATIONAL OPEN SPACE                    | GOVIND PARK        | 3805.36                         | 31/12/2028                            | 31/12/2028                                               |

E.) Details and specifications of the lifts: NOT APPLICABLE

|    | Type Lift<br>(passenger/service/str<br>etcher/goods/fire<br>evacuation/any other | Total no. of Lifts<br>provided | Number of passenger or<br>carrying capacity in weight<br>(kg) | Speed<br>(mtr/sec) |
|----|----------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------|--------------------|
| i. | NA                                                                               | NA                             | NA                                                            | NA                 |

**Note:**

At ‘A’: to provide the details of the common areas provided for the project.

At ‘B’: to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At ‘C’: to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At ‘D’: to provide the details of the facilities/amenities provided in form of open spaces ( RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At ‘E’: to provide the details and specifications of the lifts.

LIST OF ANNEXES

|                            |                                                                                                         |
|----------------------------|---------------------------------------------------------------------------------------------------------|
| Annexure "A"               | : Title Certificate.                                                                                    |
| Annexure "B"               | : 7/12 Extracts.                                                                                        |
| Annexure "C"               | : Approved Layout of Plots.                                                                             |
| Annexure "D"               | :Authenticated Copy of the approved layout showing the specific plot, subject matter of these presents. |
| Annexure "E"               | : List of Common Areas, and Amenities to the provided under these presents.                             |
| Annexure "F"<br>Regulatory | : Registration Certificate of the Project granted by the Real Estate Authority.                         |