

Annexure – “A”

Model Form of Agreement to Sell between the Vendor / Promoter and the Purchaser

(See Rule 10 (1))

AGREEMENT TO SELL

FOR RS. _____/-

(RUPEES _____ ONLY)

GOVERNMENT MARKET VALUE RS. _____/-

[Valuation of Stamp Duty @ Rs. 2,880/- per Sq. Mtrs. as per Division No. 3 of Government Stamp Duty Ready Reckoner, 2024 - 2025 for Khasra No. 191 of Mouza – Mahurzari, Tahsil - Nagpur (Gramin), District - Nagpur]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this ____ Day of _____, 2025

BETWEEN

ANJANEYA INFRA, a Partnership Firm, duly formed under provisions of the Partnership Act, 1932 (P.A.N: ACAFA2831R), having its Office at 401, Shree Govindraj Heights, Geetanjali Square, Central Avenue Road, Nagpur – 440018, acting through its **PARTNERS, 1) SHRI AMIT S/O ASHOK AGRAWAL**, Aged about 41 years, Occupation – Business (P.A. No. AFTPA0648C) [Aadhaar No. 2182 4458 4451] Mobile No. 9823160225, Resident of Plot No. 77, Near Mhalgi Nagar Square, Ring Road, Gurudeo Nagar, Nagpur – 440024, **2) SMT. SHIKHA W/O AMIT AGRAWAL**, Aged about 38 years, Occupation – Business (P.A. No. AUCPA3704H) [Aadhaar No. 2470 1696 2230] Mobile No. 9975758242, Resident of Plot No. 77, Near Mhalgi Nagar Square, Ring Road, Gurudeo Nagar, Nagpur – 440024, **3) SHRI CHANDRASHEKHAR S/O KRISHNAJI REWATKAR**, Aged about 45 years, Occupation – Business (P.A. No. ADZPR8791H) [Aadhaar No. 8452 1050 3663] Mobile No. 9822567292, Resident of 165/1, Budhwar Bazar Road, Near Gajanan Mandir, Raghuji Nagar, Nagpur – 440009, **4) SHRI SANDIP S/O GOPICHAND BADWAIK**, Aged about 46 years, Occupation – Business (P.A. No. AGTPB4872E) [Aadhaar No. 9399 5192 3883] Mobile No. 9422119584, Resident of Plot No. 44, Behind Post Office, Manewada Road, Nagpur – 440024 and **5) SHRI BAL S/O VINAYAKRAO PISAL**, Aged about 50 years, Occupation – Business (P.A. No. AJHPP1391B) [Aadhaar No. 9868 5114 4996] Mobile No. 9370287679, Resident of Plot No. 27, Behind Bakde Mangal Karyalaya, Mahalaxmi Nagar, - 2, Manewada Road, Ayodhya Nagar, Nagpur – 440024, herein afterwards called as the “**VENDOR / PROMOTER**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR / PROMOTER**” as well as the said Partnership Firm, its Partners, their heirs, successors in title, legal representatives, executors, administrators and assigns of the **ONE PART**.

AND

_____, Aged about ____ years,
Occupation – Business / Household / Service / Retired (P.A. No. _____) [Aadhaar No. _____], Mobile No. _____, e-mail id _____
Resident of _____, herein afterwards
called as the “**PURCHASER**” which expression shall unless repugnant to the context or meaning
thereof always mean and include the said “**PURCHASER**” as well as his heirs, successors in title,
legal representatives, executors, administrators and assigns of the **SECOND PART**.

A. DESCRIPTION OF THE PROJECT LAND:

WHEREAS the **Vendor / Promoter** is sole and absolute owner of **All That** piece and
parcel of **Non – Agricultural land** total containing by admeasurement **10100.00 Sq. Mtrs.**
bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari**, situated within the limits of
Grampanchayat Village – Mahurzari in **Tahsil – Nagpur** (Gramin) and **District – Nagpur**, which is
more particularly described in the **First Schedule** hereunder written (Hereinafter referred to as
the “Project land”).

B. TITLE HISTORY OF THE LAND:

WHEREAS originally, **All That** piece and parcel of **Agricultural land** admeasuring **4.95 Hectares** (12.23 Acres) bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari**, held in
Bhuwarg Class – I rights, having Revenue Assessment Rate Rs. 10.00 paise, Khate No. 214,
situated within the limits of **Grampanchayat Village – Mahurzari** in **Tahsil – Nagpur** (Gramin)
and **District – Nagpur** belonged to **Shri Manohar Domaji Shastri**, Resident of Plot No. 320,
Maharashtra Adhyapan Mandir Road, Near Antra Medical, Gandhinagar, Nagpur being his
separate and self acquired property.

WHEREAS lateron, **Shri Manohar Domaji Shastri** transferred the portion of **Agricultural land** admeasuring **1.01 Hectares** (2.50 Acres) bifurcating from **East** to **West** situated towards
Southern side of Agricultural land total containing by admeasurement **4.95 Hectares** (12.23 Acres) bearing **Khasra No. 191**, P.H. No. 4 of **Mouza –Mahurzari** by way of sale to **Anjaneya Infra** (P.A. No. ACAFA2831R), having its Office at 401, Shree Govindraj Heights, Geetanjali Square, Central Avenue Road, Nagpur – 440018, acting through its Partners, **1) Shri Amit Ashok Agrawal**, Resident of Plot No. 77, Near Mhalgi Nagar Square, Ring Road, Gurudeo Nagar, Nagpur – 440024, **2) Smt. Shikha Amit Agrawal**, Resident of Plot No. 77, Near Mhalgi Nagar Square, Ring Road, Gurudeo Nagar, Nagpur – 440024, **3) Shri Chandrashekhar Krishnaji Rewatkar**, Resident of 165/1, Budhwar Bazar Road, Near Gajanan Mandir, Raghuji Nagar, Nagpur – 440009, **4) Shri Sandip Gopichand Badwaik**, Resident of Plot No. 44, Behind Post Office, Manewada Road, Nagpur – 440024 and **5) Shri Bal Vinayakrao Pisal**, Resident of Plot No. 27, Behind Bakde Mangal Karyalaya, Mahalaxmi Nagar, - 2, Manewada Road, Ayodhya Nagar, Nagpur – 440024 by virtue of a **Sale Deed** which is registered at **Serial No. 8084 / 2023** on **31-10-2023** in the office of **Sub – Registrar No. 10, Nagpur** (Gramin).

WHEREAS pursuant to **Sale Deed** dated **31-10-2023**, **Anjaneya Infra** became sole and absolute owner of the **Agricultural land** admeasuring **1.01 Hectares (10100.00 Sq. Mtrs.)** bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari** and accordingly its name was mutated in 7/12 extract, Grampanchayat – Mahurzari and other records of the government.

WHEREAS lateron, **Anjaneya Infra** decided to develop the said **Agricultural land** admeasuring **1.01 Hectares (10100.00 Sq. Mtrs.)** bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari** into a **Residential Layout** by laying several **Plots** of different dimensions therein.

C. N.A. CONVERSION OF LAND:

The **Agricultural land** admeasuring **10100.00 Sq. Mtrs.** bearing **Khasra No. 191** of **Mouza – Mahurzari, Tahsil – Nagpur** (Gramin) and **District – Nagpur** has been converted for permanent **Non - Agricultural (Residential Use)** by **Order** dated ____-____-____ passed by the **Tahsildar, Nagpur** (Gramin) in **Revenue Case No. ____ / N.A.P. – 34 / 2024 – 2025**.

D. SANCTION OF THE LAYOUT PLAN:

The **Layout Plan** of the **Residential Layout** proposed to be laid over **Agricultural land** admeasuring **10100.00 Sq. Mtrs.** bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari, Tahsil – Nagpur** (Gramin) and **District – Nagpur** is tentatively approved by the **Executive Engineer** of the **Nagpur Metropolitan Regional Development Authority** on **06-11-2024** vide **Approval / Certificate No. NMRDA / LT / 2024 / APL / 00400**. (Proposal No. 67058) [Project Code: NMRDA-24-64690].

The **Layout Plan** of the **Residential Layout** laid over **Non - Agricultural land** admeasuring **10100.00 Sq. Mtrs.** bearing **Khasra No. 191** of **Mouza – Mahurzari, Tahsil – Nagpur** (Gramin) and **District – Nagpur** is finally approved by the **Executive Engineer** of the **Nagpur Metropolitan Regional Development Authority** vide **Approval / Certificate No. NMRDA / LF / ____ / APL / ____**, dated _____. (Herein after referred to as the said “Residential Layout”)

E. DEVELOPMENT AGREEMENT WITH N.M.R.D.A.:

The **Vendor / Promoter** has entered into a **Development Agreement** on ____-____-_____ with the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** upon certain terms and conditions contained therein for development of the **Residential Layout** over the **Non - Agricultural land** admeasuring **10100.00 Sq. Mtrs.** bearing **Khasra No. 191** of **Mouza – Mahurzari, Tahsil – Nagpur** (Gramin) and **District – Nagpur**.

F. REAL ESTATE PROJECT NAME:

The name of the proposed **Residential Layout / Project** is “**Anjaneya Greens - 2**”.

G. MahaRERA REGISTRATION:

The **Residential Layout** named and styled as **Anjaneya Greens - 2** is registered under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016** with the **Maharashtra Real Estate Regulatory Authority (MahaRERA)** and the said **Residential Layout** bears **MahaRERA Registration No. _____**. The registration of the **Residential Layout** named and styled as **Anjaneya Greens - 2** is valid from ____-____-____ till ____-____-____, subject to further extension / renewal of the Project by the Vendor / Promoter from the Maharashtra Real Estate Regulatory Authority (MahaRERA).

H. PROJECT PHASES:

The proposed **Residential Layout / Project** will be developed in **Single Phase**.

I. F.S.I. ON PLOTS:

The **Floor Space Index (F.S.I.)** granted by the **N.M.R.D.A** on the **Plots** in the **Residential Layout** of **Anjaneya Greens - 2** as on date is **1.81**.

J. DISCLOSURE REGARDING RESERVATIONS AND ACQUISITIONS ON THE PROJECT LAND:

The Vendor / Promoter declares that there are no statutory reservations on the Project land and there is no notice of acquisition or reservation on the Project land or part thereof from any Government, Statutory or Land Acquisition Authorities.

K. DISCLOSURE REGARDING ATTACHMENT, CLAIMS, DISPUTES, INJUNCTION, LIENS, LITIGATIONS, MORTGAGE ON THE PROJECT LAND / PLOT:

The Vendor / Promoter declares that no third person is having any claim ownership, title, share, interest or partition in any manner, whatsoever in the Project land and / or the Plot agreed to be sold to the Purchaser. The Vendor / Promoter declares that there are no tenants on the Project land and / or the said Plot and the Vendor / Promoter declares that it is have undisputed, clear, vacant and peaceful possession over the said Plot. The Vendor / Promoter declares that there are no illegal encroachments over the Project land and / or the Plot agreed to be sold to the Purchaser. The Vendor / Promoter declares that no consent, clearance, no-objection or permission is required by it from the N.M.R.D.A. and / or any Development, Planning, Sanctioning, Local and Revenue Authorities in order to assign, convey, sell or transfer the Plots in the Residential Layout to any buyer/s. The Vendor / Promoter declares that the Project land and / or the Plot agreed to be sold to the Purchaser is not mortgaged with any bank, society or financial institution nor there is any charge, encumbrance or lien any bank, society or financial institution over the Project land and / or the said Plot.

The Vendor / Promoter declares that no dispute, civil suit, lis-pendens, recovery proceedings or any form of litigation is pending against it before any Court, Forum, Tribunal, Development, Planning, Sanctioning, Local or Revenue Authorities pertaining to ownership, title and possession of the Project land and / or the Plot hereby agreed to be sold to the Purchaser. The

Vendor / Promoter declares that no attachment, auction or injunction or stay order etc. is passed by any Court, Forum, Tribunal or Development, Planning, Sanctioning, Local and Revenue Authorities which prohibit or restrain the Vendor / Promoter to transfer the said Plot to the Purchaser.

WHEREAS the Vendor / Promoter is entitled to lay and develop Residential Layout on the Project land in accordance with the recitals hereinabove and the Vendor / Promoter is in possession of the Project land.

WHEREAS the Vendor / Promoter has proposed to lay and develop Residential Layout on the Project land comprising 46 Plots.

WHEREAS the Vendor / Promoter 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 Vendor / Promoter has appointed an Architect for preparation of the Layout Plan and the Vendor / Promoter accepts the professional supervision of the Architect till the completion of the layout.

WHEREAS by virtue of Sale Deed dated 31-10-2023, the Vendor / Promoter is sole and absolute owner of the Project land hereby agreed to be sold to the Purchaser and the Vendor / Promoter has sole and exclusive right to sell the Plots in the Residential Layout proposed to be laid and developed by the Vendor / Promoter on the Project land and to enter into Agreement/s with the Purchaser of the Plots to receive the sale consideration in respect thereof;

WHEREAS on demand from the Purchaser, the Vendor / Promoter has given inspection to the Purchaser of all the documents of title relating to the Project land and common areas, amenities and the rights therein and the Plot agreed to be purchased by the Purchaser. The Layout Plan is prepared by the Vendor / Promoter's Architect, _____ as specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made there under;

WHEREAS the authenticated copies of Certificate of Title issued by R.H. Agrawal (Advocate), Nagpur, authenticated copies of Village Forms VI and VII and XII, Development Agreement with N.M.R.D.A, Non – Agricultural Order, Layout Plan pertaining to the Residential Layout showing the nature of the title of the Vendor / Promoter to the Project land on which the Residential Layout is laid and developed have been annexed hereto and marked as Annexure “A” and “B”, respectively.

WHEREAS the authenticated copy of the Layout Plan of the Residential Layout as approved by the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) is annexed hereto and marked as Annexure “C - 1”.

WHEREAS the Open Space proposed to be provided in the Residential Layout is annexed hereto and marked as Annexure "C-2".

WHEREAS the Vendor / Promoter has approvals from the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) of the Layout Plan. That while sanctioning the Layout Plan, the N.M.R.D.A. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor / Promoter while developing the Project land and the said Residential Layout and upon due observance and performance of which only, the Release Letters of the Plots in the Residential Layout shall be granted by the N.M.R.D.A from time to time.

WHEREAS the Vendor / Promoter has accordingly commenced development work of the Residential Layout and laying of Plots therein in accordance with the sanctioned Layout Plan.

WHEREAS the Purchaser has applied to the Vendor / Promoter for allotment of **Plot No. _____** in the **Residential Layout of Anjaneya Greens – 2** being laid and developed on the Project land in Single Phase of the said Project land by the Vendor / Promoter.

WHEREAS the Vendor / Promoter and the Purchaser are relying on the confirmations, representations and assurances of each other and agree to faithfully abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws, are now willing to enter into this Agreement to Sell on the terms and conditions appearing hereinafter.

WHEREAS, prior to the execution of this Agreement to Sell, the Purchaser has paid to the Vendor / Promoter a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sales consideration amount of the said Plot agreed to be sold by the Vendor / Promoter to the Purchaser as advance payment, the payment and receipt whereof the Vendor / Promoter both hereby admit and acknowledge and the Purchaser has agreed to pay to the Vendor / Promoter the balance of the sale consideration in the manner hereinafter appearing in this Agreement to Sell.

WHEREAS under Section 13 of the said Maharashtra Real Estate (Regulation and Development) Act, 2016, the Vendor / Promoter is required to execute a written Agreement to Sell of the said Plot with the Purchaser, being in fact these presents and also to register this Agreement to Sell under the Registration Act, 1908.

WHEREAS in accordance with the terms and conditions set out in this Agreement to Sell as mutually agreed upon by and between the Vendor / Promoter and the Purchaser, the Vendor / Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Plot upon the following terms and conditions:-

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR / PROMOTER AND THE PURCHASER HERETO AS FOLLOWS:-

1. In view of the desire and willingness shown by the Purchaser to a **Plot** for total sales consideration amount of Rs. _____/- (**Rupees** _____ **Only**), the **Vendor / Promoter** agrees to sell and the **Purchaser** agrees to buy **ALL THAT** piece and parcel of **Plot No.** ____ (_____), total containing by admeasurement _____ **Sq. Mtrs.** (_____ **Sq. Fts.**) forming part and parcel of the **Residential Layout** named and styled as **Anjaneya Greens – 2** proposed to be laid and developed over **Non - Agricultural land** admeasuring **10100.00 Sq. Mtrs.** bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari**, situated within the limits of **Grampanchayat Village – Mahurzari** in **Tahsil – Nagpur** (Gramin) and **District – Nagpur**, which is more particularly described in Schedule of Property hereunder and delineated in Red colour lines in the Layout Plan marked as Annexure “C-1” annexed herewith. (Herein afterwards referred to as the said “Plot” for sake of brevity and convenience) upon terms and conditions set out herein under in this Agreement to Sell.

1a. The sales consideration amount of the said Plot includes all charges and expenses for providing Amenities and Open Space in the Residential Layout, however the Purchaser shall have to pay GST (if applicable), Stamp Duty, Registration Charges and Legal Fees in addition to the sales consideration amount of the said Plot.

(ii) The Purchaser hereby agrees to purchase from the Vendor / Promoter and the Vendor / Promoter hereby agrees to sell to the Purchaser Covered Parking Space No. **Nil** admeasuring 0.00 Sq. Fts. having 0.00 Fts. length x 0.00 Fts. breath x 0.00 Fts. vertical clearance and situated at Basement and / or Stilt and /or Podium being constructed in the layout for the consideration of Rs. Nil /-.

(iii) The total aggregate consideration amount for the Plot including Covered Parking Space is thus Rs. Nil/-

1b. The Vendor / Promoter shall 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 the N.M.R.D.A. and / or the Development, Planning, Sanctioning, Local and Revenue Authorities or due to any change in law.

1c. The **Purchaser** has paid on or before execution of this Agreement to Sell, a sum of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **10%** of the total sales consideration amount) as advance payment and the Purchaser hereby agrees to pay to the Vendor / Promoter, the balance sales consideration amount in the manner as mentioned the Schedule of Manner of Payment hereunder written. The balance sales consideration amount shall be deposited in **Designated Collection Bank Account No. 105510011003395** in **Arvind Sahakari Bank Limited Bank, Gandhibagh Branch, Nagpur** having **IFS Code ARBL0000005**, situated at **Nagpur**. In addition to the above bank account, the Vendor / Promoter has opened in the same bank, **RERA Designated Separate Bank Account No. 100510011003404** **Arvind Sahakari Bank Limited Bank, Gandhibagh Branch, Nagpur** having **IFS Code ARBL0000005** and **RERA Designated Transaction Bank Account No. 100510011003417** **Arvind Sahakari Bank Limited Bank, Gandhibagh Branch, Nagpur** having **IFS Code ARBL0000005**, respectively. The

Purchaser hereby agrees to pay the **balance sales consideration amount** to the **Vendor / Promoter** in the following manner:-

i. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **30%** of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **45%** of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Plot is located.

iii. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **70%** of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Plot is located.

iv. Amount Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **75%** of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Plot.

v. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **80%** of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Plot.

vi. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **85%** of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Plot is located.

vii. Amount of Rs. _____/- (**Rupees** _____ **Only**) (not exceeding **95%** of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Plot is located.

viii. **Balance Amount** of Rs. _____/- (**Rupees** _____ **Only**) against and at the time of handing over of the possession of the Plot to the Purchaser on or after receipt of Occupancy Certificate or Completion Certificate.

1d. The total sales consideration amount above excludes taxes (consisting of tax paid or payable by the Vendor / Promoter by way of G.S.T, V.A.T., Service Tax and Cesses or any other similar taxes which may be levied in connection with development of the said Plot payable by the Vendor / Promoter) up to the date of handing over the possession of the Plot.

1e. The total sales consideration amount is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the N.M.R.D.A and / or any other increase in charges which may be levied or imposed by the N.M.R.D.A from time to

time. The Vendor / Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the N.M.R.D.A etc., the Vendor / Promoter shall enclose the said notification, order, rule, regulation published or issued in that behalf to that effect along with the demand letter being issued to the Purchaser and the same shall only be applicable on subsequent payments.

1f. The Vendor / Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser 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 the Purchaser by the Vendor / Promoter.

1g. The Vendor / Promoter shall confirm the Platable area that has been agreed to be sold to the Purchaser after its Release Letter is issued by the N.M.R.D.A by furnishing details of the changes (if any) in the Platable area, subject to a variation cap of 3 (Three) percent. The total sales consideration amount payable for the Plot shall be recalculated upon confirmation by the Vendor / Promoter. If there is any reduction in the Platable area of more than the defined limit of 3 (Three) percent, then Vendor / Promoter shall refund the excess money paid by Purchaser within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. However, if there is any increase in the Platable area of the Plot agreed to be sold to the Purchaser, the Vendor / Promoter can demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per Square Meter as agreed in Clause 1 (a) of this Agreement to Sell.

1h. The Purchaser authorizes the Vendor / Promoter to adjust / appropriate all payments made by him / her under any heads of dues against lawful outstanding, if any, in his / her name as the Vendor / Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object, demand or direct the Vendor / Promoter to adjust his / her payments in any manner.

2.1 The Vendor / Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the N.M.R.D.A at the time of sanctioning the Layout Plan or thereafter and shall before handing over possession of the Plot to the Purchaser, obtain Release Letter from the N.M.R.D.A in respect of the said Plot.

2.2. The Purchaser hereby authorizes the Vendor / Promoter to adjust and appropriate all payments made by him under any head of dues against lawful outstanding, if any, in his / her name as the Vendor / Promoter may in its sole discretion deem fit and the Purchaser undertake not to object or demand the Vendor / Promoter to adjust his / her due installments or balance sales consideration amount in any manner.

2.3. The Purchaser has been specifically made aware by the Vendor / Promoter and the Purchaser agrees that "time is - and shall be an essence of contract" for performance of this

Agreement to Sell, hence the Purchaser agrees that he / she shall make timely and promptly payments of due installments / balance sales consideration amount and other charges and fees payable by him / her strictly on due dates as stipulated in Schedule of Manner of Payment herein above. The Purchaser agrees that if he / she neglects, delays, defaults or fails to pay due installments / balance sales consideration amount and other charges and fees on due dates, then the Purchaser shall pay simple interest @ 02% (Two Percent) per annum over and above the maximum prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due or delayed installments / balance sales consideration amount and other charges and fees for every month of delay from the date on which the same has become due and payable, till the date, the due installments / balance sales consideration amount and other charges and fees are paid by the Purchaser to the Vendor / Promoter.

2.4 The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan or financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser for delaying / defaulting in paying balance installments or sales consideration amount as stipulated hereinabove. The Purchaser are also made aware that in such circumstances, the Vendor / Promoter shall not be liable and under obligation to carryout and complete development of the Plot agreed to be sold to him / her and deliver possession within stipulated time as agreed in this Agreement to Sell.

2.5. The Purchaser agrees that in case of cancellation of allotment or booking of the said Plot by the Purchaser before after execution / registration of this Agreement to Sell and / or before registration of Sale Deed, an amount mentioned in the table hereunder written would be deducted together with all charges, expenses and fees etc. and the balance amount (if any) shall be refunded to the Purchaser by the Vendor / Promoter without any interest within 45 (Forty Five) days from the date of receipt of the letter from the Purchaser requesting to cancel the booking of his / her Plot. If the letter requesting to cancel the booking of the Plot is received by the Vendor / Promoter from the Purchaser, then the quantum of amount which will be deducted will be as under:-

1.	Within 15 days from the date of Booking or issuance of the Allotment Letter	Nil
2.	Within 16 to 30 days from the date of Booking or issuance of the Allotment Letter	2.5% Cost of the Plot
3.	Within 31 to 60 days from the date of Booking or execution / registration of this Agreement to Sell	5% Cost of the Plot
4.	After 61 days from the date of Booking or execution / registration of this Agreement to Sell	10% Cost of the Plot

2.6 That In the event the amount due and payable referred herein above is not refunded within 45 (Forty Five) days from the date of receipt of the letter from the Purchaser requesting to cancel the booking of its Plot, then the Purchaser shall be entitled to receive the balance amount with interest calculated at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (Two Percent).

2.7. The Purchaser agrees that without prejudice to right of the Vendor / Promoter charge

interest in terms of Clause No. 2.4 herein above, in event of the Purchaser committing default or delay in payment of due installments / balance sales consideration amount in terms of this Agreement to Sell and charges, expenses and fees towards formation of Association of Plot owners of Anjaneya Greens – 2 layout, maintenance charges, sinking fund charges, stamp duty, registration fees and legal fees etc. If the Purchaser commits delay or default in making payment of 2 (Two) consecutive or alternate defaults of due installments / balance sales consideration amount, the Vendor / Promoter may at its discretion cancel / terminate this Agreement to Sell provided that the Vendor / Promoter shall give advance 15 (Fifteen) days notice in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or at their e-mail address, thereby calling upon them to rectify the breach within time stipulated in the notice and on failure thereof, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the Vendor / Promoter, even if a formal Deed of Cancellation of this Agreement to Sell is not executed or registered by and between the Vendor / Promoter and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Vendor / Promoter by approaching any court of law, forum or authority.

3. The Purchaser agrees that upon cancellation / termination of of this Agreement to Sell as aforesaid, the Vendor / Promoter will forfeit fixed the amount as stated in Clause No. 2.6 herein above together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the Vendor / Promoter and the said amount will be appropriated by the Vendor / Promoter on account of liquidated damages, loss of interest and opportunity, sustained by the Vendor / Promoter on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the Vendor / Promoter to the Purchaser within a period of 45 (Forty Five) days of the cancellation / termination of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub – Registrar at Nagpur. It is hereby clarified and specified by the Vendor / Promoter and the Purchaser agrees that if they delay, refuse or fail to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub – Registrar at Nagpur, then the Vendor / Promoter shall not be liable to refund balance amount (if any) till the same is done by the Purchaser, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the Vendor / Promoter and the Purchaser. In such circumstances, the Vendor / Promoter shall have all legal rights and authority to assign, convey, transfer, sell the said Plot to any third person without informing or without obtaining any previous written consent or no – objection from the Purchaser.

4.1 If the Vendor / Promoter fails to abide by the time schedule for completing the Project and handing over possession of the said Plot to the Purchaser, the Vendor / Promoter 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 Vendor / Promoter, interest as specified in the Rule on all the delayed payments which become due and payable by the

Purchaser to the Vendor / Promoter under the terms of this Agreement to Sell from the date the said amount is payable by the Purchaser to the Vendor / Promoter.

4.2 Without prejudice to the right of Vendor / Promoter 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 Vendor / Promoter under this Agreement to Sell (including his / her proportionate share of taxes levied by the N.M.R.D.A and other outgoings) and on the Purchaser committing 03 (Three) defaults of payment of the balance installments, the Vendor / Promoter shall at his own option, may terminate this Agreement to Sell:

4.3 Provided that Vendor / Promoter shall give notice of 15 (Fifteen) days in writing to the Purchase by Registered Post A/d at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser of its intention to terminate this Agreement to Sell and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement to Sell. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor / Promoter within the period of notice then at the end of such notice period, the Vendor / Promoter shall be entitled to terminate this Agreement to Sell. Provided further that upon termination of this Agreement to Sell as aforesaid, the Vendor / Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Vendor / Promoter within a period of 30 (Thirty) days of the termination, the installments of sales consideration amount of the Plot which may till then have been paid by the Purchaser to the Vendor / Promoter.

5. The Amenity and Open Space to be provided by the Vendor / Promoter in the Residential Layout are set out in the Second Schedule of Property written herein under.

6. The Vendor / Promoter shall give possession of the said Plot to the Purchaser on or before **31st Day of December, 2028**. If the Vendor / Promoter fails or neglects to give possession of the Plot to the Purchaser on account of reasons beyond its control by the aforesaid date, then the Vendor / Promoter 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 Vendor / Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor / Promoter shall be entitled to reasonable extension of time for completion of the Residential Layout and date of handing over physical possession of Plot within stipulated time, if the completion of Residential Layout in which the Plot is 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.

7.1 PROCEDURE FOR TAKING POSSESSION

The Vendor / Promoter, upon obtaining the Occupancy Certificate from the N.M.R.D.A 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 3 (Three) months from the date of issue of such notice and the Vendor / Promoter shall give possession of the Plot] to the Purchaser. The Vendor / Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor / Promoter. The Purchaser agree to pay the maintenance charges as determined by the Vendor / Promoter or association of Purchasers, as the case may be. The Vendor / Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Project.

7.2 The Purchaser shall take possession of the Plot within 15 (Fifteen) days of the written notice from the Vendor / Promoter to the Purchaser intimating that the said Plot is ready for use and occupancy:

7.3 FAILURE OF PURCHASER TO TAKE POSSESSION OF PLOT:

Upon receiving a written intimation from the Vendor / Promoter as per Clause 8.1, the Purchaser shall take possession of his Plot from the Vendor / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Vendor / Promoter shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 8.1 then also the Purchaser shall be liable to pay non – agricultural taxes, grampanchayat taxes, cesses etc. to Revenue Authorities and Government Departments, as applicable.

7.4 If within a period of 5 (Five) years from the date of handing over the Plot to the Purchaser, the Purchaser brings to the notice of the Vendor / Promoter any structural defect in the Plot or the Layout in which the Plot is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor / Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor / Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Plot or any part thereof or permit the same to be used for Residential purposes only.

9. The Purchaser along with other Purchasers of Plots in the Residential Layout shall join in forming Association of Plot owners to be known by such name as the Vendor / Promoter may decide and for this purpose also from time to time sign and execute the applications for registration and the other papers and documents necessary for the formation of the Association of Plot owners and for the said purposes, the Purchaser shall duly sign and execute necessary applications, forms and documents and return to the Vendor / Promoter within 07 (Seven) days

of the same being forwarded by the Vendor / Promoter to the Purchaser, so as to enable the Vendor / Promoter to register the Association Plot owners. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws of the Association or as may be required by the Deputy Director of Co-Operative Societies or any other Competent Authority.

9.1 The Vendor / Promoter shall within 03 (Three) months of registration of the Association of Plot owners, as aforesaid, cause to be transferred all rights, title and the interest of the Vendor / Promoter if the Residential Layout and Plots therein to the Association of Plot owners.

9.2 Within 15 (Fifteen) days after notice in writing is given by the Vendor / Promoter to the Purchaser that the Plot is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the Platable Area of the Plot as per Release Letter) all outgoings in respect of the said Plot namely non – agricultural taxes, grampanchayat taxes, cesses, maintenance charges of the Association and all other expenses necessary and incidental to the management and maintenance of the Residential Layout.

10. The Purchaser shall on or before delivery of possession of the said Plot keep deposited with the Vendor / Promoter, the following amount:

GST (if applicable), Stamp Duty, Registration Charges and Legal Fees

11. The Purchaser shall pay to the Vendor / Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Vendor / Promoter in connection with formation of the Association.

12. At the time of registration of Association of Plot owners, the Purchaser shall pay to the Vendor / Promoter, the Purchaser's proportionate share of Stamp Duty and Registration Charges payable for formation of the Association

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / PROMOTER:

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

13.1. The Vendor / Promoter confirms that the Project land bearing Khasra No. 191 is its self acquired and exclusive owned property belonging to it and it further confirms that no other person has any ownership, title, right, share, interest or claim of partition or possession in the said land or part thereof in any manner.

13.2. The Vendor / Promoter confirms that it has absolute legal right and authority to develop the Project land bearing Khasra No. 191 into a Residential Layout without any let, hindrances or interference from any third person or authority and the Vendor / Promoter has all legitimate rights to assign, convey, sell, transfer the Plots in the proposed Residential Layout including the Plot agreed to be purchased by the Purchaser, at a future date.

13.3. The Vendor / Promoter confirms that it has lawful rights and requisite approvals from Development, Planning, Sanctioning, Local and Revenue Authorities for laying and developing the said land into Residential Layout and the Vendor / Promoter agrees that in future, if additional approvals, clearances, certificates, licenses, no-objections permits and sanctions etc. are required to be obtained for completing development works of the said Residential Layout and Plots therein, then the Vendor / Promoter shall obtain the same at its costs, efforts and expenses. The Vendor / Promoter agrees to comply, observe and perform all terms, conditions, stipulations and restrictions (if any) which may be imposed by the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A), Development, Planning, Sanctioning, Local and Revenue Authorities in future for development of the said Residential Layout and sale of Plots therein.

13.4. The Vendor / Promoter confirms that prior to execution / registration of this Agreement to Sell, it has not signed or executed any unregistered or registered deed or document purporting or confirming to be agreement, assignment, conveyance, sale, transfer, exchange, gift, partition, mortgage, lease, leave and licence, or will etc. of the Plot agreed to be purchased by the Purchaser in favour of any third person. The Vendor / Promoter further confirms that in future if it is revealed that it had signed, executed any unregistered or registered any such deed or document pertaining to the Plot agreed to be purchased by the Purchaser in favour of any third person before or after execution / registration of this Agreement to Sell, then all such deeds or documents shall be treated as null, void, invalid and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

13.5 The Vendor / Promoter confirms that there are no undisclosed partners, claimants or any other persons who have any vested interest or who have legitimate right to claim ownership, title, right, share, interest, partition or possession in any manner, whatsoever over the Project land or the Plot agreed to be purchased by the Purchaser. The Vendor / Promoter further confirms that in future, if this Agreement to Sell is disputed or challenged by any undisclosed partners, claimants or any other persons for any reason whatsoever, then it shall be sole liability and responsibility of the Vendor / Promoter to defend such partners, claimants or persons claim, dispute, litigation or case at its efforts and expenses and it shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

13.6 The Vendor / Promoter confirms that all approvals, clearances, certificates, licenses, no-objections permits and sanctions etc. which are issued by the N.M.R.D.A and Development, Planning, Sanctioning, Local and Revenue Authorities pertaining to the said Residential Layout and Plots therein have been lawfully obtained by the Vendor / Promoter by following due process of law. The Vendor / Promoter has been and shall at all times herein afterwards keep compliance of all applicable laws, Rules and Regulations pertaining to the said Residential Layout and Plots therein including Common Areas and Amenities (Annexure – I) in the layout.

13.7 The Vendor / Promoter agrees that it shall pay Non – Agricultural taxes, Grampanchayat

taxes, Electricity & Water bills (Residential) and all other charges and outgoings etc., levied and payable in respect of the said Plot to concerned Revenue and Statutory Authorities and Government Departments till day of handing over possession and / or registration of Sale Deed of the said Plot in favour of the Purchaser, as the case may be.

13.8 The Vendor / Promoter agrees that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized, Scheduled, Corporate, Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Plot. In that case, if any information, document, deed or no-objection is required from the Vendor / Promoter, it shall unconditionally and without delay provide all such information, deed or no-objection and render all necessary co - operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he / she shall always indemnify the Vendor / Promoter against payments of the same.

14. THE PURCHASER HIMSELF / HERSELF WITH INTENTION TO BRING ALL PROSPECTIVE PURCHASER TO WHOMSOEVER THE SAID PLOT MAY BE CONVEYED, SOLD OR TRANSFERRED IN FUTURE HEREBY COVENANTS WITH THE VENDOR / PROMOTER AS FOLLOWS:

- i. To maintain the Plot at the his / her own cost in good and tenantable repair and condition from the date of taking possession of the Plot and the he / she shall not do or suffer to be done anything in the said Plot which may be against the Rules, Regulations or bye-laws nor change / alter or make addition in the said Plot itself or any part thereof without consent of N.M.R.D.A. and / or Development, Planning, Sanctioning and Local Authorities.
 - ii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous in nature which may cause loss and damage to property or which may endanger life of other Plot owners in the Residential Layout. The Purchaser shall not do any act or activity on the said Plot which may be prohibited by the N.M.R.D.A and / or Development, Planning, Sanctioning and Local Authorities and in case of any negligence or default in this behalf, the Purchaser shall be solely liable for all cost, damages and consequences for the breach, if committed.
 - iii. The Purchaser and shall not do or suffer to be done anything in the said Plot which may be contrary to the Rules and Regulations and bye-laws of the N.M.R.D.A and / or N.M.R.D.A. and / or Development, Planning, Sanctioning and Local Authorities. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for all cost, damages and consequences to the N.M.R.D.A and/or Development, Planning, Sanctioning and Local Authorities.
 - iv. Not to construct, erect any shed, structure or building (temporary or permanent) without obtaining previous sanction of the Building Plan from the N.M.R.D.A and / or Development, Planning, Sanctioning and Local Authorities and not to alter, add or demolish any shed, structure or building (temporary or permanent) without obtaining previous no-objection
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of the Building Plan from the N.M.R.D.A or competent Development, Planning, Sanctioning and Local Authorities. The Purchaser shall keep the sewers, drainage, water pipe lines, electricity supply lines or cables passing through or in the said Plot in good condition so as to ensure smooth flow of sewage material, water and electricity supply in the Residential Layout and shall not chisel or in any other manner cause damage or disruption to the same or any inconvenience to other Plot owners in the Residential Layout

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot or any part of the Residential Layout.

vi. To bear and pay increase in non-agricultural taxes, grampanchayat taxes, water taxes or any other tax and such other levies, if any, which may be imposed by the N.M.R.D.A and / or Development, Planning, Sanctioning and Local Authorities on account of change of user of the said Plot by the Purchaser for any purposes other than for purpose for which it is agreed to be sold.

vii. The Purchaser shall not allot, alienate, assign, convey, transfer, sell, lease out, grant licence nor hand over possession nor create any third party interest the said Plot or any part thereof or the Purchaser shall transfer the benefit factor of this Agreement to Sell to any third person without obtaining previous written consent from the Vendor / Promoter.

viii. The Purchaser shall observe and perform all the Rules and Regulations which the Association of Plot owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Residential Layout and the Plots therein and for the observance and performance of Rules & Regulations and Bye-laws for the time being in force of the N.M.R.D.A, Development, Planning, Sanctioning and Local Authorities. The Purchaser shall also observe and perform all stipulations and conditions laid down by the Association of Plot owners regarding occupancy and use of the Plot in the Residential Layout and the Purchaser shall regularly pay and contribute all amounts towards taxes and maintenance charges or other out-goings in accordance with the terms of this Agreement to Sell.

xi. Till the Residential Layout is completely developed and till the Sale Deed or appropriate Conveyance Deed of the said Plot is registered, the Purchaser shall permit the Vendor / Promoter and his staff, authorised agents, architects, site supervisors, labourers, workmen to enter into and upon the said Plot or any part thereof to view and examine the state and condition thereof, at all reasonable times, without any prior intimation or obtaining any consent relating thereto.

15. The Vendor / Promoter shall maintain a separate account in respect of sums received by the Vendor / Promoter from the Purchaser as advance or deposit, sums received on account of membership fees, transfer fees, share capital etc. for the formation and functioning of the Association of Plot owners or towards out goings, legal charges and the Vendor / Promoter shall utilize the amounts only for the purposes for which they have been received.

15.A In case the transaction being executed by this Agreement between the Vendor / Promoter and the Purchaser 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 Vendor / Promoter / Purchaser both, as the case may be, in accordance with the agreed terms of payment.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot and Layout or any part thereof. The Purchaser shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor / Promoter until the said Plot and / or Building is transferred to the Association of Owners and until the Project Land is transferred to the Association of Owners as hereinbefore mentioned.

17. THE VENDOR / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Vendor / Promoter agrees that after it executes / registers this Agreement to Sell in favour of the Purchaser, it shall not mortgage the Plot hereby agreed to be sold to the Purchaser with any bank, financial institution, society or person nor create any charge or encumbrance on the Plot in any manner, however if any charge or mortgage is created by the Vendor / Promoter, then notwithstanding anything contained in this Agreement to Sell or any other law for the time being in force, such charge or mortgage shall not affect the right and interest of the Purchaser.

18. BINDING EFFECT:

The Purchaser agrees that mere forwarding or handing over of this Agreement to Sell by the Vendor / Promoter to the Purchaser do not create any binding obligation on part of the Vendor / Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly he / she appears for registration of the same before concerned Sub – Registrar Office as and when intimated by the Vendor / Promoter. The Purchaser further agrees that if he / she fails to execute and deliver this Agreement to Sell to the Vendor / Promoter within 30 (Thirty) days from the date of its receipt or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Vendor / Promoter, then the Vendor / Promoter shall serve a letter or notice to the Purchaser rectifying and complying aforesaid default, however if the same is not rectified or complied by the Purchaser within 15 (Fifteen) days time from the date of receipt of the said letter or notice, the application of the Purchaser and provisional allotment of the said Plot shall ipso-facto be treated as cancelled / terminated without any further letter or notice and the Vendor / Promoter shall refund the amount paid by the Purchaser, subject to deduction of liquidated damages and adjustment and recovery of any amount which may be payable to the Vendor / Promoter within a period of 30 (Thirty) days time from the date of cancellation / termination of booking / allotment date of the said Plot.

19. ENTIRE AGREEMENT:

This Agreement to Sell along with its Schedules and Annexures constitutes the entire Agreement between the Vendor / Promoter and the Purchaser with respect to the subject matter hereof and supersedes any and all allotment letters, agreement, arrangements, contracts, correspondences, understandings etc. whether written or oral, if any, between the Vendor / Promoter and the Purchaser in regard to the said Plot.

20. RIGHT TO AMEND:

This Agreement to Sell may only be amended through written consent of the Vendor / Promoter and the Purchaser.

21. PROVISIONS OF THIS AGREEMENT TO SELL APPLICABLE TO THE PURCHASER AND SUBSEQUENT PURCHASER

It is clearly understood and so agreed by and between the Vendor / Promoter and the Purchaser that all conditions, covenants, provisions and terms contained in this Agreement to Sell and the obligations arising hereunder in respect of the Residential Layout and the Plot hereby agreed to be sold to the Purchaser shall equally be applicable to and enforceable against all subsequent Purchaser of the said Plot in case of agreement, assignment, conveyance, sale, transfer, exchange, gift, partition, mortgage, lease, leave and licence or will etc. as the said obligations go along with the said Plot for all intents and purposes.

22. SEVERABILITY:

If any provision of this Agreement to Sell shall be determined to be void or unenforceable under the Maharashtra Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement to Sell and to the extent necessary to conform to the Maharashtra Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made there under or other applicable laws, as the case may be, and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT TO SELL:

Wherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any payment, in common with other Plot owners in the Residential Layout, the same shall be in proportion to the net Plottable area of the Plot of the Purchaser as per the Release Letter issued by the N.M.R.D.A.

24. FURTHER ASSURANCES:

The Vendor / Promoter and the Purchaser shall sign, execute, acknowledge and deliver to the other all such documents, deeds, instruments and take such other actions, in additions to the documents, deeds, instruments and actions specifically provided for herein, which may be required in order to effectuate the provisions of this Agreement to Sell or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION:

The execution of this Agreement to Sell shall be complete only upon its execution by the Vendor / Promoter through any or all its Partner/s or their Power of Attorney Holder or their Authorised Signatory at the Vendor / Promoter's Office or at some other place, which may be mutually agreed between the Vendor / Promoter and the Purchaser. After this Agreement to Sell is duly executed by the Vendor / Promoter and the Purchaser, this Agreement to Sell shall be registered in the office of the competent Sub-Registrar at Nagpur. Hence this Agreement shall be deemed to have been executed at Nagpur.

26. The Vendor / Promoter and the Purchaser shall present this Agreement to Sell for proper registration in the office of the competent Sub-Registrar at Nagpur within the time limit prescribed by the Registration Act and the Vendor / Promoter and the Purchaser shall attend such Registration Office and admit execution thereof.

27. That all notices, letters, intimations, communications and correspondences required to be served on the Vendor / Promoter and the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to them by Registered Post A/d or notified through e-mail at their respective addresses, specified below:-

Vendor / Promoter's Notified Address:

401, Shree Govindraj Heights, Geetanjali Square,
Central Avenue Road, Nagpur – 440018

Vendor / Promoter Notified E-Mail Id:

agrawalcaamit@gmail.com

Purchaser's Notified Address:

Purchaser's Notified E-Mail Id:

28. JOINT PURCHASERS:

That in case there are Joint Purchasers, all communications shall be sent by the Vendor / Promoter 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.

29. STAMP DUTY AND REGISTRATION:

The Purchaser agrees that he / she shall exclusively bear Stamp Duty, Registration Fees and Legal Fees payable on this Agreement to Sell and Sale Deed in future and all documents will be executed by the Vendor / Promoter pursuant hereto including but not restricted to proportionate Stamp Duty, Registration Fees and Legal Fees payable on other deeds and instruments for forming Association of Plot owners in Anjaneya Greens – 2 layout.

30. DISPUTE RESOLUTION:

Any dispute between Vendor / Promoter and the Purchaser shall be settled amicably. In case of failure by the parties to settle the dispute amicably, the dispute shall be Maharashtra Real Estate Regulatory Authority as per the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

31. GOVERNING LAW:

That the rights and obligations of the Vendor / Promoter and the Purchaser arising out of or under this Agreement to Sell shall be construed and enforced in accordance with the laws of India for the time being in force. It is agreed by and between the Vendor / Promoter and the Purchaser that the competent Court at Nagpur shall have the exclusive jurisdiction in respect of any matter, claim, civil suit, complaint, dispute or litigation etc., arising out of or in any way, relating to this Agreement to Sell.

32. GENERAL COVENANTS:

32.1. The Vendor / Promoter agrees that it shall hand over original copy of Sale Deed of the said Plot and certified or xerox copies of relevant title deeds and other deeds and documents pertaining to the Plot and Anjaneya Greens – 2 layout to the Purchaser on the day of registration of the Sale Deed.

32.2. The Vendor / Promoter and the Purchaser mutually agree that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza, Khasra Number, Plot Number, Area of Plot, Boundaries of Plot or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor / Promoter and the Purchaser.

32.3. The Vendor / Promoter and the Purchaser confirm and declare that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue

influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further confirm and declare that they are absolutely satisfied with covenants of this Agreement to Sell.

FIRST SCHEDULE OF PROPERTY / PLOT REFERRED HEREINABOVE

(RESIDENTIAL)

ALL THAT piece and parcel of **Plot No.** ____ (____), total containing by admeasurement _____ **Sq. Mtrs.** (____Sq. Fts.) forming part and parcel of the **Residential Layout** named and styled as **Anjaneya Greens – 2** laid and developed over **Non – Agricultural land** total containing by admeasurement **10100.00 Sq. Mtrs.** bearing **Khasra No. 191**, P.H. No. 4 of **Mouza – Mahurzari**, situated within the limits of **Grampanchayat Village – Mahurzari** in **Tahsil – Nagpur** (Gramin) and **District – Nagpur**, which is delineated in Red colour lines in the Layout Plan annexed herewith and bounded as under:-

ON THE EAST BY	-----	_____
ON THE WEST BY	-----	_____
ON THE NORTH BY	-----	_____
ON THE SOUTH BY	-----	_____

SECOND SCHEDULE OF PROPERTY COMMON AREA AND AMENITIES

	Type of Facilities / Amenities Provided	Phase Name / Number	Proposed Date of Occupancy Certificate	Proposed Date of Handing over to the Association	Size / Area of Facilities / Amenities	FSI Utilized or free of FSI
i	Amenity Space	Anjaneya Greens - 2	N.A.	31-10-2028	504.26 Sq. Mtrs.	Free of FSI
ii	Internal Road Area	Anjaneya Greens - 2	N.A	31-10-2028	3239.35 Sq. Mtrs.	Free of FSI
iii	Recreational Open Space	Anjaneya Greens - 2	N.A	31-10-2028	1008.67 Sq. Mtrs.	Free of FSI
iv	Space for E.S.S. & W.W.T.P	Anjaneya Greens - 2	N.A	31-10-2028	50.00 Sq. Mtrs.	Free of FSI

IN WITNESS WHEREOF the **VENDOR / PROMOTER** and the **PURCHASER** have signed and executed this **AGREEMENT TO SELL** at **NAGPUR** on this ____ **Day** of _____, **2025** in presence of under named and signed attesting **WITNESSES**.

Drafted by: **R.H. AGRAWAL** (Advocate), Nagpur.

SR. NO.	PHOTOGRAPH OF EXECUTANTS	LEFT HAND THUMB IMPRESSION OF EXECUTANTS	SIGNATURE AND FULL NAME OF EXECUTANTS
1)			<u>FOR ANJANEYA INFRA</u> 1) SHRI AMIT ASHOK AGRAWAL 2) SMT. SHIKHA AMIT AGRAWAL 3) SHRI CHANDRASHEKHAR KRISHNAJI REWATKAR 4) SHRI SANDIP GOPICHAND BADWAIK 5) SHRI BAL VINAYAKRAO PISAL (PARTNERS) (<u>VENDOR / PROMOTER</u>)
2)			_____ (<u>PURCHASER</u>)

<u>WITNESSES</u>			
SR. NO.	PHOTOGRAPH OF WITNESSES	LEFT HAND THUMB IMPRESSION	SIGNATURE AND FULL NAME OF WITNESSES
1)			(_____)
2)			(_____)

LIST OF ANNEXURES

Annexure "A"

Copy of Title Certificate Report

Annexure "B"

Copy of 7/12 extract

Annexure "C-1"

Copy of Sanctioned Layout Plan

Annexure "C-2"

Copy of Demarcation of Open Space and Amenity Area in the Residential Layout

Annexure "D"

Copy of Specific Demarcation of Plot being subject matter of the Agreement
