

AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)
RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at BRAHMAPURI on this _____ Day of _____, 2020, BETWEEN : **(1) SHRI. ANUP S/o VASANTRAO MENDHULE**, Aged about 33 Years, Occupation – Business, Income Tax PAN BRXPM8057Q and Aadhar Unique Identity No. 559855745267, Resident of Sharda Colony, Khed Road, Bramhapuri-441206, Tahsil – Bramhapuri and District – CHANDRAPUR, **(2) SHRI. SARANG S/o DADARAO MENDHULE**, Aged about 38 Years, Occupation – Business, Income Tax PAN ALXPM8490J and Aadhar Unique Identity No. 434533029034, Resident of G-1, Plot No. 24, Astavinayak Residency-2, Shilpa Society, Narendra Nagar, Nagpur-440015, Tahsil and District – NAGPUR and **(3) SHRI. HUSAIN S/o ABID KARORI**, Aged about 38 Years, Occupation – Business, Income Tax PAN ARSPK4693E and Aadhar Unique Identity No. 773598401490, Resident of Plot No. 7, Khamla Road, Dev Nagar, Nagpur-440015, Tahsil and District – NAGPUR, hereinafter jointly called the **VENDORS/PROMOTORS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS/PROMOTORS**, as well as, their respective heirs, legal representatives, executors and assigns of the **ONE PART**.

AND

MRS./SHRI _____, Aged about _____ Years,
Occupation - _____, Income Tax Permanent Account No.
_____, Residents of _____,
Pin Code No. _____, Tahsil - _____ and District – _____,
hereinafter called the “**ALLOTTEE / PURCHASER**”, which expression shall unless
repugnant to the context or meaning thereof, always mean and include the said
“**ALLOTTEE / PURCHASER**”, as well as, her/his heirs, legal representatives,
executors, administrators, successors and assigns of the **OTHER PART**.

(1)	Title History :
	WHEREAS the properties comprising ALL THAT Pieces and Parcels of Agricultural and bearing Survey / Khasra / Gut No. (Old) 557 and 558 of MOUZA - BRAMHAPURI, P.S.K. 12, having an area of 1.22 Acres (i.e. 0.49 Hectare) and 0.25 Acres (i.e. 0.10 Hectare) respectively, Rental Rs. 2.15 Yearly and Rs. 0.09 Yearly, both held in Bhogwatdar Class-2 Rights, Khate No. 127 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Bramhapuri in Tahsil – Bramphapuri and District – CHANDRAPUR, Originally belonged to Shri. Narayan Motiram Hajare, as a recorded Owner thereof being his separate property as per Records of Rights for the 1954-55; AND WHEREAS as per Revenue Records of the Year 1976-77 bearing Folio No. 000495, the aforesaid properties are renumbered as Survey / Khasra / Gut No.(Old) 594 of MOUZA - BRAMHAPURI, P.S.K. 12, having an area of 1.47 Acres (i.e. 0.59 Hectare), Rental Rs. 0.96 Yearly, held in Bhogwatdar Class-2 Rights and recorded in the name of aforesaid Shri. Narayan Motiram Hajare, as a recorded Owner thereof; AND WHEREAS during the course of time the aforesaid Shri. Narayan Motiram Hajare left for heavenly abode and consequent upon his demise his aforesaid property devolved upon his legal heirs namely (i) Shri. Uddhav Narayan Hajare, (ii) Shri. Haribhau Narayan Hajare, (iii) Shri. Keshao Narayan Hajare, (iv) Smt. Jankabai Narayan Hajare, (v) Mrs. Kashibai Atmaram Borkute, (vi) Mrs. Tarabai Daulat Mahajan, (vii) Mrs. Lilabai Bajirao Gedekar and (viii) Mrs. Shankuntala Yadavrao, jointly by way of succession being the only heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 176 dated 17-07-1976; AND WHEREAS the aforesaid legal heirs of Late Shri. Narayan Motiram Hajare namely recorded Owners (i) Shri. Uddhav Narayan Hajare, (ii) Shri. Haribhau Narayan Hajare, (iii) Shri. Keshao Narayan Hajare, (iv) Smt. Jankabai Narayan Hajare, (v) Mrs. Kashibai Atmaram Borkute, (vi) Mrs. Tarabai Daulat Mahajan, (vii) Mrs. Lilabai Bajirao Gedekar later on partition their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey /

Khasra / Gut No.(Old) 594 of MOUZA - BRAMHAPURI, P.S.K. 12, having an area of 1.47 Acres (i.e. 0.59 Hectare), Rental Rs. 0.96 Yearly, held in Bhogwatdar Class-2 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Bramhapuri, in Tahsil – Bramhapuri and District – CHANDRAPUR alongwith other properties in the said Mouza bearing Survey / Khasra / Gut Nos. 707, having an area of 0.01 Hectare, Rental Rs. 0.02 Yearly; Survey / Khasra / Gut Nos. 605, having an area of 0.32 Hectare, Rental Rs. 0.31 Yearly & Survey / Khasra / Gut Nos. 7.4, having an area of 2.08 Hectares, Rental Rs. 2.04 Yearly in between them by executing a Deed of Partition dated 14-05-1990, which is duly registered at the Office of Joint Sub Registrar, Bramhapuri at Serial No. 701 on even date. In terms of the said Partition Deed dated 14-05-1990, out of the aforesaid properties, the land admeasuring 1.04 Hectares, Rental Rs. 1.02 Yearly being a Portion of the aforesaid land bearing Survey / Khasra / Gut No. 734 having total area of 2.08 Hectares fallen to the exclusive share of Shri. Uddhav Narayan Hajare absolutely forever having heritable transferable rights therein and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 940 Dated 12-10-1990; AND

WHEREAS in terms of the said Partition Deed dated 14-05-1990, out of the aforesaid properties, the lands bearing Survey / Khasra / Gut No. 594, having an area of 0.59 Hectare, Rental Rs. 0.96 Yearly and Survey / Khasra / Gut No. 707 having an area of 0.01 Hectare, Rental Rs. 0.02 Yearly fallen to the exclusive share of Shri. Haribhau Narayan Hajare absolutely forever having heritable transferable rights therein and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 940 Dated 12-10-1990; AND

WHEREAS in terms of the said Partition Deed, out of the aforesaid properties, the land admeasuring 1.04 Hectares, Rental Rs. 1.02 Yearly being a Portion of the aforesaid land bearing Survey / Khasra / Gut No. 734 having total area of 2.08 Hectares fallen to the exclusive share of Shri. Keshav Narayan Hajare absolutely forever having heritable transferable rights therein and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 940 Dated 12-10-1990; AND

WHEREAS in terms of the said Partition Deed dated 14-05-1990, out of the aforesaid properties, the land bearing Survey / Khasra / Gut No. 605, having an area of 0.32 Hectare, Rental Rs. 0.31 Yearly fallen to the exclusive share of Smt. Jankabai Narayan Hajare absolutely forever having heritable transferable rights therein and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 940 Dated 12-10-1990; AND

WHEREAS during the course of time Resurvey of the said Mouza - Bramhapuri was conducted and the property held by aforesaid Shri. Haribhau

Narayan Hajare bearing Survey / Khasra / Gut No. (Old) 594, having an area of 1.47 Acres (i.e. 0.59 Hectare), held in Occupancy Class-2 Rights, Rental Rs. 0.96 Yearly is now identified as Survey / Khasra / Gut No. 307, having an area of 0.59 Hectare, Rental Rs. 0.95 Yearly, held in Occupancy Class – 2 Rights, Khate No. 467; AND

WHEREAS the aforesaid Shri. Haribhau Narayan Hajare left for heavenly abode on 17-03-2006 and consequent upon his demise, his aforesaid property devolved upon his widow Smt. Kamlabai Haribhau Hajare, only son namely Shri. Vijay Haribhau Hajare and two married daughter namely (i) Mrs. Sunita alias Vanita Nideswar Rohankar and (ii) Mrs. Shashikala Nilkanth Dhanorkar being only heirs of the deceased by way of succession and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3219 dated 18-05-2007; AND

WHEREAS the aforesaid Co-owners (i) Smt. Kamlabai Haribhau Hajare, (ii) Shri. Vijay Haribhau Hajare, (iii) Mrs. Sunita alias Vanita Nideswar Rohankar and (iv) Mrs. Shashikala Nilkanth Dhanorkar jointly later on transferred/sold a part or portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land containing by admeasurements 0.34 Hectare being a part or portion of the entire Agricultural land bearing Survey / Khasra / Gut No. 307 of MOUZA - BRAMHAPURI, P.S.K. 12, having total area of 0.59 Hectare, Rental Rs. 0.95 Yearly, held in Bhogwatdar Class-2 Rights, and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Bramhapuri in Tahsil – Bramhapuri and District – CHANDRAPUR, by way Sale to (i) Shri. Ganesh Jairam Tarvekar and (ii) Shri. Pramod Vithobaji Tarvekar, by a Sale Deed Dated 13-06-2007, which is duly registered at the Office of the Joint Sub Registrar, Bramhapuri in Book No. 1 at Serial No. 495 on even date and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3440 dated 29-12-2007; AND

WHEREAS during the course of time aforesaid land bearing Survey / Khasra / Gut No. 307 of MOUZA - BRAMHAPURI, P.S.K. 12, having total area of 0.59 Hectare is converted from Occupancy Class 2 Rights (Bhumidhari Rights) to Class 1 Rights (Bhumiswami Rights) under Section 29 Sub Section 2(K) of the Maharashtra Land Revenue Code, 1997 by the Sub Divisional Officer, Bramhapuri vide its Order passed in the Revenue Case No. 298/LND-18/2007-08 dated 13-06-2008 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3706 dated 17-07-2008; AND

WHEREAS in pursuance of action of the Talkua Inspector Land Records, Bramhapuri vide its Mojani Mamla No. 176,177/2008 dated 20-06-2008, the aforesaid land bearing Survey / Khasra / Gut No. 307, having total area of 0.59 Hectare is divided into two parts. The land admeasuring 0.34 Hectare jointly

held by the then Owners Dr. Shri. Satish Shankarrao Kawale and 2 others is now identified as Survey / Khasra / Gut No. 307/2, having an area of 0.34 Hectare, Rental Rs. 0.55 Yearly. The remaining land admeasuring 0.25 Hectare out of the aforesaid property held by the aforesaid recorded Co-owners (i) Smt. Kamlabai Haribhau Hajare, (ii) Shri. Vijay Haribhau Hajare, (iii) Mrs. Sunita alias Vanita Nideshwar Rohankar and (iv) Mrs. Shashikala Nilkanth Dhanorkar is now identified as Survey / Khasra / Gut No. 307/1, having an area of 0.25 Hectare, Rental Rs. 0.40 Yearly and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 3729 dated 04-08-2008; AND

WHEREAS the aforesaid Smt. Kamlabai Haribhau Hajare left for heavenly abode on 12-12-2016 and her undivided share and interest in the aforesaid property devolved upon remaining co-owners and the same being already recorded in the said Khata thus her name was deleted from the Revenue Records. As a result therefore aforesaid Co-owners (i) Shri. Vijay Haribhau Hajare, (ii) Mrs. Sunita alias Vanita Nideshwar Rohankar and (iii) Mrs. Shashikala Nilkanth and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 9199; AND

WHEREAS the aforesaid the then Co-owners (i) Shri. Vijay Haribhau Hajare, (ii) Mrs. Sunita alias Vanita Nideshwar Rohankar and (iii) Mrs. Shashikala Nilkanth Dhanorkar jointly later on in their turn transferred/sold their aforesaid property ALL THAT Piece and Parcel of Agricultural and bearing Survey / Khasra / Gut No. 307/1 of MOUZA - BRAMHAPURI, P.S.K. 12, having an area of 0.25 Hectare, Rental Rs. 0.40 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 10678 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Bramhapuri, within the limits of the Nagar Parishad Bramhapuri in Tahsil – Bramhapuri and District – CHANDRAPUR, by way of Sale to (i) Shri. Anup Vasantrao Mendhule, (ii) Shri. Sarang Dadarao Mendhule and (iii) Shri. Husain Abid Karori, by a Sale Deed Dated 18-07-2019, which is registered at the Office of the Joint Sub Registrar, Bramhapuri in Book No. 1 at Serial No. 1209 on even date. As a result therefore (i) Shri. Anup Vasantrao Mendhule, (ii) Shri. Sarang Dadarao Mendhule and (iii) Shri. Husain Abid Karori jointly have now become Co-owners of the aforesaid property with heritable transferrable rights therein and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 9257.

WHEREAS in pursuance of the letter of the Chief Executive Officer, Nagar Parishad, Brahmapuri vide its letter No.NPB/Planning & Development/2019/349 Dated 04-07-2019, the aforesaid land is shown/earmarked as "Residential" in the sanctioned Development Plan of Brahmapuri; AND

WHEREAS the aforesaid Co-owners namely (i) Shri. Anup Vasantrao Mendhule, (ii) Shri. Sarang Dadarao Mendhule and (iii) Shri. Husain Abid

	Karori later on jointly decided to develop the said property and they have carved out proposed Residential Layout on the said property bearing Survey / Khasra / Gut No. 307/1 of MOUZA - BRAMHAPURI. WHEREAS for the purpose of development of said land the aforesaid (i) Shri. Anup Vasant Rao Mendhule, (ii) Shri. Sarang Dadarao Mendhule and (iii) Shri. Husain Abid Karori have prepared a layout plan on the said property by carving out various Plots of different sizes therein and the said layout Plan is sanctioned and approved by the Town Planning, Chandrapur vide its Letter No. NonAgri / Final Sanction / Mouza-Brahmapuri / Tah.Brahamapuri/1998 Dated 07-11-2019 upon the several terms and conditions contained therein and recommended to the Chief Executive Officer, Nagar Parishad, Brahmapuri for sanction/permission of Non Agricultural (Residential) order. WHEREAS in pursuance of the Government Notification No. 2 of the year 2017 Dated 05-01-2017 notwithstanding anything contained in the Section 42, 42A, 44 and 44A in the Maharashtra Land Revenue Code, 1966, under the provisions of the Maharashtra Regional Town Planning Act 1966, that user of the land fall under the Published Sanctioned Development Plan, are deemed to be converted for non agricultural purpose under Section 42B of the Maharashtra Land Revenue Code, 1966 on payment of Diversion Tax, Non Agricultural Assessment or Surcharge. The Tahsildar, Brahmapuri vide its letter Dated 19-08-2019 bearing No. Kavi/Aka/Prastu-1/2018/7886 has directed to deposit Rs. 3400/- towards Non Agricultural Assessment thus the aforesaid Co-owners has deposited necessary sum at the Revenue Department; AND
	N.A. permission :
	The Chief Executive Officer, Nagar Parishad, Brahamapuri has granted Non Agricultural (Residential) Use vide its Order Dated 31-12-2019 passed in the Case No. NPB/Planning/NA/2019/463 to the aforesaid layout / project.
	Lay-out Sanction :
	The Town Planning, Chandrapur has recommended and approved the layout Plan of said land vide its Letter No. NonAgri / Final Sanction / Mouza-Brahmapuri / Tah.Brahamapuri/1998 Dated 07-11-2019 upon the several terms and conditions contained therein.
(2)	Real Estate Project Name:
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as “ SHREE GURUKRUPA LAYOUT ” (Hereinafter referred to as the “ Project ”)
	Address :
	Survey / Khasra / Gut No. 307-1 of MOUZA – BRAHMAPURI, Tahsil – Brahmapuri and District – CHANDRAPUR, PIN Code – 441206.
	Architect :
	The Vendors/Promoters have appointed Architect Shri. Sarang Dadarao Mendhule , having its office at Yusuf Manzil, Deonagar Square, Khamla Road, Nagpur-440025.

	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Local Planning/ Development Authority has approved FSI of 1.28 to the said Plot.
	Amenity Space / Public Utility Plot :
	Open Space of 252.50 Sq. Mtrs. is provided in the said Lay-out.
(3)	Compliance of Real Estate (Regulation & Development) Act, 2016 :
	The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. “ SHREE GURUKRUPA LAYOUT ” is duly register with the said Authority vide Registration No. _____.
	Phasing of the Project :
	This Project is to be developed in a Single Phase.
	Inspection of all documents by Allottee/Purchaser :
	On demand from the Allottee/Purchaser, the Vendors/Promoters have given inspection to the Allottee/Purchaser of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.
	Disclosure regarding litigation :
	The Vendors/Promoters hereby declare that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding reservation in said land :
	The Vendors/Promoters hereby declare that based on the sanctioned Lay-out Plan obtained from local authority, area under road admeasuring 501.63 Sq. Mtrs., Open Space 252.50 Sq. Mtrs is to be handed over to the local authority. Apart from this, the Vendors/Promoters declare that there is no reservation or acquisition on any part of the said land.
	Disclosure regarding legal entity for Plot Owners :
	The Vendors/Promoters hereby declare that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project.
(4)	Interest shown by the Allottee/Purchaser :
	Allottee/Purchaser was in search of residential Plot in close vicinity of Nagar Panchayat limits of the town Brahmapuri thus she/he came to know about the said project of the Vendors/Promoters. The Vendors/Promoters have disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the Plot No. _____ out of the project known as “ SHREE GURUKRUPA LAYOUT ” which is more particularly described in the Schedule B and location of which is shown on authenticated copy sanctioned Lay-out plan annexed herewith as “ Annexure C ”.

(5)	Offer and acceptance :
	In accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendors/Promoters hereby agrees to sell and the Allottees/Purchasers hereby agrees to purchase the said Plot.
	Willingness to enter into Agreement :
	The Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
	Registration of Agreement :
	As per Section 13 of the Real Estate Regulation Act, the Vendors/Promoters are required to execute a written agreement with the Allottee/Purchaser for the sale in respect of the said Plot and therefore, Vendors/Promoters and the Allottee/Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
	Entire Agreement :
	This Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot.
	<u>NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-</u>
I	Obligation of the Vendors/Promoters :
	(1) Said Plot :
	As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendors/Promoters have agreed to sell the Plot more particularly described in Schedule B subject to the consideration amount and payment schedule as detailed herein under.
	(2) Development Works :
	The Vendors/Promoters hereby assures to provide the Development Works in the Project more particularly described in Schedule C .
	(3) Adherence to Sanctioned Plan & other permissions :
	The Vendors/Promoters hereby assures that the Project will be developed and completed in accordance with the sanctioned Lay-out plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	(4) Variation in Plot area :
	If there is any reduction in plot area beyond the above mentioned variation limit, then the Vendors/Promoters shall compensate the Allottee/Purchaser by

	issuing a refund of any such excess amount paid. If there is any increase in plot area beyond the above mentioned variation then the Allottee/Purchaser shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of Plot as mentioned in Schedule B.
	(5) Possession date of the Plot :
	The Vendors/Promoters hereby assures that they shall give possession of the said Plot to the Allottee/Purchaser within a period of 24 (TWENTY FOUR) Months at the time of Registration of Sale Deed. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Vendors/Promoters hereby agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee/Purchaser for every month of delay till handing over of possession. Provided further that the Vendors/Promoters shall not deliver the actual physical possession of the said Apartment to the Allottee / Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and other dues are paid by the Allottee / Purchaser in full to the Vendors/Promoters hereto. Provided further that the Vendors/Promoters shall be entitled to reasonable extension of time for delivery of Plot on the aforesaid date, if the same is delayed on account of – (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. (iii) delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.
	(6) Common Amenities and Facilities :
	It is clearly made known to the Allottee/Purchaser that the Common Amenities in form of Open space shall be available in the Layout. The said Open Space shall be separately developed as per the terms and conditions laid down by the Planning Authority / Nagar Parishad, Brahmapuri and the entitled / usage of the same, shall always be subject to such terms and condition imposed by the Planning Authority / Nagar Parishad.
	(7) Formation of legal entity :
	The Vendors/Promoters hereby assures that it will form Co-operative Society for the Plot Owners of said Lay-out within three months from the date on which fifty one percent of the total number of Allottee/Purchasers in Lay-out have booked their plots out of the Lay-out. However, any delay towards affixing signature of Allottee/Purchaser's on such society formation documents and procedural delays on account of Co-operative department will not be to the account of the Vendors/Promoters.
	(8) Conveyance / Sale Deed :

	The Vendors/Promoters hereby assures to convey the independent Plot to the Allottee / Purchaser within a period of ____ (____) Month from the date of this Agreement after obtaining full and final consideration from the Allottee/Purchaser, whichever is later.
II	Obligation of the Allottee/Purchaser
	(1) Specific consent (along with this agreement) :
	In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee/Purchaser hereby gives specific consent to the local authorities and also to the Vendors/Promoters and has No Objection against the Vendors/Promoters for the following: • To develop project as per potential layout annexed herewith as Annexure C. • Change in layout plans due to instructions received by local authority. • Amalgamation of adjoining land and preparation of new layout (if needed) as long as area of existing Plot is not changed. • Change of plans of amenity Plot / Open Space of the Lay-out. • Minor additions or alteration.
	(2) Specific consent (when required later) :
	The Allottee/Purchaser hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he/she/they accepts the procedure as mentioned and detailed hereunder. The Vendors/Promoters shall send the proposed changes in the plan/specifications to the respective Allottee/Purchaser on their registered email address as mentioned in this agreement. Thereafter, the Allottee/Purchaser shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said email to the Allottee/Purchaser and in case non reply/failure of Allottee/Purchasers to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee/Purchaser have given informed specific consent for the said change and thereafter Allottee/Purchaser shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee/Purchaser agrees and accepts that unless and until proposed revision of sanctioned Lay-out plans are not against the express provisions of the act they shall not withhold the consent.
	(3) Possession of the Plot :
	The Allottee/Purchaser hereby assures that they shall take possession of the Plot within 15 days upon receiving written notice regarding the same by making the balance payment of Sale Consideration. Upon receipt of the entire Sale Consideration, the Sale Deed of said Plot shall be executed. If the Allottee/Purchaser fails to take the possession of the Plot within such period then the Allottee/Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the

	Vendors/Promoters.
	(4) Consideration Amount :
	After due discussions, diligence and negotiations between the Vendors/Promoters and the Allottee/Purchaser, the Allottee/Purchaser hereby agrees to purchase from the Vendor/Promoter and the Vendors/Promoters agrees to sell to the Allottee/Purchaser the Said Plot for a lump sum consideration Rs. _____/- (Rupees _____) to be paid by the Allottee/Purchaser to the Vendors/Promoters towards the said Plot hereinafter referred to as the “ Consideration amount ”. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	(5) Payment Schedule :
	The Allottee/Purchaser hereby agrees and accepts to pay the consideration amount to the Vendors/Promoters as per the payment schedule more particularly described in Schedule D .
	(6) Early payment :
	If the Vendor/Promoter obtains all sanctions and work of developments before time, then the Allottee/Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where stage has been completed before the agreed timeline.
	(7) Taxes & Duties :
	The Allottee/Purchaser hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. If in future, Goods & Service Tax (G.S.T.) is levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee/Purchaser separately.
	(8) Maintenance of the Project :
	After registration of the Sale Deed the said Lay-out will be maintained by the Association/Society of Plot Owners by collecting Maintenance Fund/Deposit as well as Monthly Maintenance Charges. The amount of such Maintenance Charges / Deposit will be decided by the Society. In no circumstances the Vendors/Promoters will be liable for Maintenance of said Lay-out after formation of Association/Society.
	(9) Incidental Payments :
	In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee/Purchaser shall additionally pay to the Vendors/Promoters, before delivery of possession of the said Plot, the following amounts: i) Rs. _____/- Society formation ii) Rs. _____/- Share Money iii) Rs. _____/- Legal Charges _____

	Rs. _____ /- Total
	(10) Payment period :
	The Allottee/Purchaser hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter of installment by the Vendors/Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.
	(11) Payment of water charges, electricity, taxes etc. :
	The Allottee/Purchaser hereby assures to pay necessary water charges, electricity charges and Nagar Parishad / local authority municipal tax as applicable.
	(12) Sub-let, transfer of rights :
	The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Allottee/Purchaser to the Vendors/Promoters under this Agreement are fully paid up and only if the Allottee/Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser has intimated in writing to the Vendors/Promoters.
	(13) provisions of this agreement applicable to purchaser / subsequent purchasers :
	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
	(14) Abiding by Society byelaws or regulations :
	The Allottee/Purchaser shall observe and perform all the rules and regulations which the Co-operative Society 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 Lay-out and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
III	General/ Miscellaneous stipulations :
	(1) Time Extension :
	The Vendors/Promoters shall be entitled to get reasonable extension of time for giving possession of the Plot beyond date as mentioned above, if the completion of works in the Lay-out is delayed on account of - a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or public or competent authority c. Delay in issuance of Release Letter due to reason/s not attributable to the non compliance of the Vendor/Promoter.
	(2) Name in which payment is to be drawn for Consideration Amount :

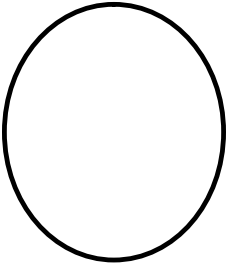
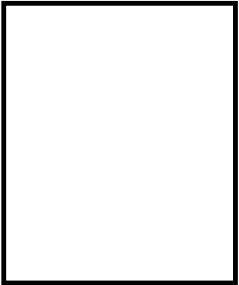
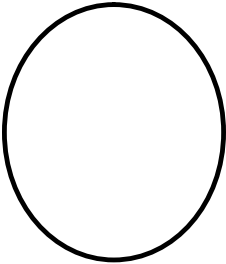
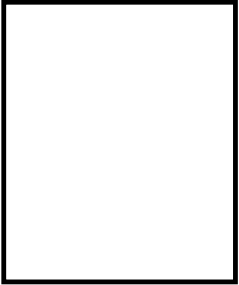
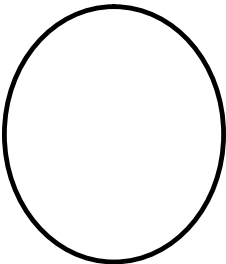
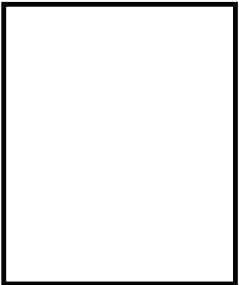
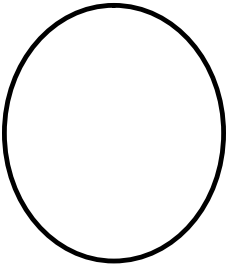
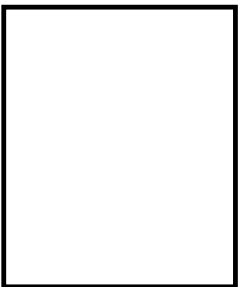
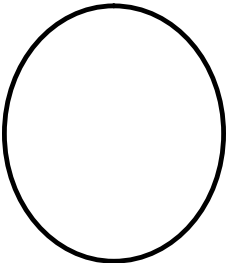
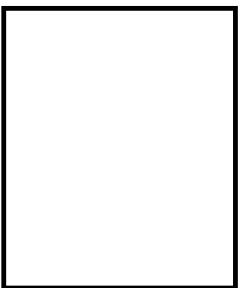
	Vendors/Promoters specifically communicates to the Allottee/Purchaser that the Allottee/Purchaser shall make the payments for Consideration Amount to the Vendors/Promoters by Demand Draft or by local cheques drawn in the name of Shri Anup Vasantryao Mendhule or by electronic mode of transfer. NEFT/ RTGS details are as under: i. Account Holder Name :- Shri Anup Vasantryao Mendhule ii. Bank Name :- Axis Bank iii. Branch :- Brahmapuri iv. Account Number :- 919020003860987 v. IFSC code :- UTIB003968 vi. Account type : Current
	(3) Change in consultants :
	The Vendors/Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	(4) Termination of Agreement by Vendors/Promoters :
	Without prejudice to the right of the Vendors/Promoters to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned Schedule D then the Vendors/Promoters shall serve a notice of 15 days in writing to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Vendors/Promoters within a period of 15 days, then the Vendors/Promoters shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendors/Promoters are not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(5) Cancellation of Agreement by Allottee/Purchaser :
	If the Allottee/Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendors/Promoters, then the Vendors/Promoters shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/Purchaser. In the event of cancellation by Allottee/Purchaser, the Vendors/Promoters are not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(6) NOTICES :
	That all notices to be served on the Allottee/Purchaser and the Vendors/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendors/Promoters by Registered Post at their respective addresses specified

below: Name of Allottee/Purchaser : _____ Address : _____ Name of Vendors/Promoters : SHRI. ANUP S/o VASANTRAO MENDHULE, Address : Sharda Colony, Khed Road, Bramhapuri-441206, Tahsil – Bramhapuri and District – CHANDRAPUR It shall be the duty of the Allottee/Purchaser and the Vendors/Promoters 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 Vendors/Promoters or the Allottee/Purchaser, as the case may be.
(7) Advertisement / Prospectus :
It is specifically understood and agreed by the Allottee/Purchaser that the prospectus other advertising material published by the Vendors/Promoters from time to time in respect of the project contain various features such as plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendors/Promoters and Allottee/Purchaser. The details mentioned in Schedule C hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
(8) Entry of Vendors/Promoters staff in the Lay-out :
The Allottee/Purchaser shall permit the Vendors/Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
(9) Movement of men and material :
The Allottee/Purchaser is well aware that the Vendors/Promoters will complete development works of said Lay-out as mentioned Schedule C. The Allottee/Purchaser assures that after possession of the said Plot she/he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required for the future works.
(10) Water connection and charges :
The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagar Parishad/Local Body Authority and that the demand for water will be fulfilled either through bore-well or Well. The Vendors/Promoters will only create suitable infrastructure for supply of raw water.
(11) Dispute Resolution :

	THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Brahmapuri. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation & Development) Act, 2016.
	(12) Registration :
	The Allottee/Purchaser and/or Vendors/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendors/Promoters will attend such office and admit execution thereof.
	(13) Stamp Duty
	THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Allottee/Purchaser.
	<u>SCHEDULE – A</u> <u>(SAID ENTIRE PROJECT LAND)</u>
	ALL THAT Piece and Parcel of Non Agricultural land bearing Survey / Khasra / Gut No. 307/1 of MOUZA - BRAMHAPURI, P.S.K. 12, having an area of 0.25 Hectare, held in Bhogwatdar Class-1 Rights, Khate No. 10718 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Bramhapuri, within the limits of the Nagar Parishad Bramhapuri in Tahsil – Bramhapuri and District – CHANDRAPUR and bounded as under – ON THE EAST - BY SURVEY NO. 309, ON THE WEST - BY SURVEY NO. 307/2, ON THE NORTH - BY SURVEY NO. 371, ON THE SOUTH - BY SURVEY NO. 308.
	<u>SCHEDULE – B</u> <u>(SAID PLOT)</u>
	ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasurement _____ Square Meters. out of the sanctioned layout carved on the land described in Schedule - A and known and styled as “SHREE GURUKRUPA LAYOUT”, and the said Plot is bounded as under – ON THE EAST - BY _____, ON THE WEST - BY _____, ON THE NORTH - BY _____, ON THE SOUTH - BY _____.
	<u>SCHEDULE- C</u> <u>DEVELOPMENT WORKS OF THE PROJECT</u>

	1) BM/Internal Road 2) Strom Drainage Line 3) Electric Network with Transformer 4) Street Light
	SCHEDULE- D (PAYMENT SCHEDULE)
	Rs. (Rupees _____) Only paid by the Purchaser to the Vendors/Promoters as Earnest Money by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Promoter. Rs. (Rupees _____) Only paid by the Purchaser to the Vendors/Promoters by Cheque No. _____ dated _____ drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Promoter. Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors/Promoters on or before _____ at the time of registration of Sale Deed or possession whichever is earlier. Rs. (TOTAL RUPEES _____ ONLY).

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

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) (ANUP VASANTRAO MENDHULE)
02			2) (SARANG DADARAO MENDHULE)
03			3) (HUSAIN ABID KARORI) <u>VENDORS</u>
04			1) (_____)
05			2) (_____) <u>ALLOTTEES/PURCHASERS</u>
<u>WITNESSES :-</u> (1) _____ (2) _____			