AGREEMENT

This Agreement is made & executed at Nagpur on ……. day of March 2020,

BETWEEN

1. **SHRI RAJEDNRA S/o. VITHOBAJI NIMJE**
   Aged about 52 Years ; Occupation : ……..
   [PAN NO …….], [AADHAR NO ……..];
   R/o. Nagbhid, Tah. Nagbhid & Dist. Chandrapur.
2. **SHRI VINOD S/o. AMBADAS NAVGHADE**
   Aged about 50 Years ; Occupation : ……..
   [PAN NO …….], [AADHAR NO ……..];
   R/o. Navargaon, Tah. Sindhewahi, Dist. Chandrapur.

all herein above named hereinafter referred to as **"OWNERS / DEVELOPERS / PROMOTERS",** or **PARTY OF FIRST PART;** (which expression shall always mean and include the Owners / Developers / Promoters themselves, their heirs, legal representatives, successors, agents and all other person acting through them);

AND

SHRI / SMT …….., Aged about ……. years, Occ - ……., R/o. ……., Nagpur – 4400……., [PAN NO …….], [AADHAR NO ……..]; hereinafter referred to as, **"PURCHASERS / ALLOTTEE/S"** or **PARTY OF SECOND PART;** (which expression shall always mean and include the allottee himself / herself / themselves, his / her/ their heirs, legal representatives, successors, agents and all other person/s acting through him / her / them),

WHEREAS, the Owners / Developers / Promoters / Party of the First Part is the absolute legal owner of the immovable property herein below described who obtained the titled with respect to the same by way of succession, AND;

WHEREAS, originally the immovable property bearing Kh. No. 43/2 admeasuring 0.40 H. R. was owned by Shri Kanhaiyalal S/o. Fattulal Churhe who then out of the said land sold an area admeasuring 0.30 H. R. to Shri Rajendra S/o. Vithobaji Nimje & Shri Vinod S/o. Ambadas Navghade / the Owners / Developers / Promoters, vide registered sale deed registered at Sr. No. 898 on dated 24.11.2005 before the Sub-registrar Bramhapuri, as a result of which the Owners / Developers / Promoters became the absolute legal owners of the immovable property herein below described.

WHEREAS, the said co-owners then jointly decided to develop the said land into residential estate by carving layout scheme therein comprising plot of different sizes therein and with the same view they converted the said land into Non-agricultural land vide Order dated ……. bearing Order No. R.M.No……./……./……., AND,

WHEREAS, the said co-owners then prepared a layout map of the layout scheme to be laid therein and submitted the same for the sanctioning of appropriate authority and the same was then sanctioned by the Town Planner, Chandrapur, on dated …… and the said scheme was further approved by Nagar Parishad, Bramhapuri vide its Order dated 26.09.2019 bearing No. 393, AND;

WHEREAS, in view of the above, the Owners / Developers / Promoters / Party of the First Part is the absolute legal owners of the immovable property herein below described **&** described in the Schedule of property described at the end of this deed,

A. **DESCRIPTION OF ENTIRE PROPERTY**

ALL THAT PIECE & PARCEL OF NON-AGRICULTURAL LAND BEARING KH NO 43/2/A, P. H. NO. 12, having an area admeasuring 3000 Sq. Mtrs., (0.30 H. R.) of Mouza – Delanwadi, Tah. Bramhapuri, Dist. Chandrapur, and situated within the village limits of panchayat samiti of Delanwadi, Tah. Bramhapuri, Dist. Chandrapur and the same is bounded as under :

EAST : Kh. No. 43/2
WEST : D. P. Road
NORTH : Kh. No. 44
SOUTH : Kh. No. 43/1

B. That, the title of the Owners / Promoters / Developers is duly verified through their Advocate …… and has certified that the title of the Owners / Promoters / Developers clean, clear and free from any encumbrance/s, with ample right of development of the said property, and sale of the plot/s as well as the entire subject matter property or any part thereof, AND;

C. That, the Owners / Promoters / Developers has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into agreement/s for sale of such plot/s, etc., with prospective purchasers thereof under the provision of the Transfer of Property Act, AND;

D. That, the Purchaser, after satisfying himself as regards the title of the Owners / Promoters / Developers to the said property, and after inspection of the entire documents of title as specified in the above referred Title Opinion and the approved layout of plots, and after inspecting the site and satisfying himself / herself / themselves as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. …….. as specified in Schedule A written herein after. The Purchaser/s has / have agreed to acquire Plot No. …….. admeasuring about …….. Sq. Mtrs., at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. ……. Is hereinafter referred to for the sake of convenience and brevity as “the said Plot” and is more specifically described in the Schedule written hereunder, AND;

E. That, the Purchaser/s has inspected and verified all the documents of title, N.A. Assessment, Lay out Map, etc., relating to the said plot / layout and after inspection of the same the Purchaser/s has satisfied himself / herself / themselves with respect to the legal clear marketable title to the same of the Owners / Promoters / Developers, AND;

F. That, the Purchaser/s after being satisfied with title as above, herein made an offer and has shown his / her / their interest to the Owners / Promoters / Developers to purchase the said Plot in accordance with the approved layout of plots and with the said intension deposited / has paid a sum of Rs. …….. (Rupees …… Only) vide Cheque / DD No. ……. dated ……. drawn on …….. Bank …….. Branch, being the part payment of the total agreed consideration amount of Rs. …….. (Rupees …… Only) ; against and in consideration of the said plot agreed to be sold by the Owners / Promoters / Developers, the Owners / Promoters / Developers hereby confirms to have received the part payment as herein above stated, AND;

G. That, as already mentioned, the Owners / Promoters / Developers herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase the said Plot No. …….. from the Owners / Promoters / Developers more specifically described herein below for the mutually agreed lump sum consideration of Rs. ……. (Rupees ……) and the Purchaser/s shall make the payment of the same in the name of …….. or such other name as may be specified from time to time by the Owners / Promoters / Developers and the said consideration amount is excluding expenses for Stamp Duty, GST, Registration Fees, Other Taxes, expenses, etc., and also all other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified, AND,

H. That, the Possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owners / Promoters / Developers before ……. On receipt of the entire balance consideration amount of Rs. …… (as already herein above specified) and other charges as agreed. The Purchaser/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed, AND;

I. That, it is mutually agreed between the partied to deed that, if the Owners / Promoters / Developers fails to give possession of the said Plot in accordance with the terms of this Agreement or within further mutually agreed period or if, the Owners / Promoters / Developers and / or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case the Owners / Promoters / Developers shall without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by him / her / them in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provision of the RERA Act, 2017 and the Rules made thereunder, per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s, AND;

J. That, the Purchaser/s of the said Plot hereby agree/s and bind/s himself / herself / themselves to pay to the Owners / Promoters / Developers charges for common service, if any, within a week after Notice in writing is given by the Owners / Promoters / Developers to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s with respect to the same, AND;

K. That, the Owners / Promoters / Developers shall on execution of registered agreement for sale by 51% purchasers form within a period of 3 months from handing over possession of the land unsold plot to the concerned Purchaser/s shall form a Co. Op. Housing Society governed by the provision of the Maharashtra Co. Op. Societies Act, 1960 or such other body as may be deemed fit by the Owners / Promoters / Developers and all the Purchaser/s of Plot/s shall be bound to become and be admitted as members, AND ;

L. That, the Purchaser/s of the Plot/s agreed to be sold hereunder and all the other purchasers of Plot/s in the said land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. It has also been specifically agreed by the Purchaser/s that, he / she / they shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire land and the rights of the Purchaser/s are confined only to the Plot/s hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulation and by-laws, AND;

M. That, in case the Conveyance is executed in favor of the Ultimate Body before the disposal by the Owners / Promoters / Developers of all the plots on the said land, then in such case, the Owners / Promoters / Developers shall join in the Ultimate Body as members holding such unsold plots and as and when such plots area sold to third party at the discretion of the Owners / Promoters / Developers, the Ultimate Body shall admit as members the Purchaser/s of such plots without charging any premium, transfer fees, or any other extra payment, AND;

N. That, the Owners / Promoters / Developers hereby represents and warrants to the Allottee / Purchaser/s as follows :

a. THAT, the Owners / Promoters / Developers do hereby covenant that they have good, valid and marketable title and absolute right and full authority to convey, assign and transfer said property by way of sale to the Purchaser/s absolutely forever.

b. THAT, the Owners / Promoters / Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the developments of the project.

c. THAT, the Owners / Promoters / Developers has done no act whereby the property hereby sold is encumbered in any way or whereby Purchaser/s is / are debarred from transferring the same by way of sale to the Purchaser/s.

d. THAT, that the property hereby described is not under any acquisition requisition of any scheme of the Government, Semi-Government nor any notices have been received with respect to the same till date nor except the present charge the said property is encumbered in any manner which may cause or create any defect in title of the Owners / Promoters / Developers nor create any charge or lien on the said property by way of any development agreement, agreement to sell, sale, gift, mortgage, will, inheritance, lease, lis-pendent or otherwise and that the title of the Owners / Promoters / Developers is absolutely clear and marketable in all respect whatsoever.

e. THAT, all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land, shall be obtained by following due process of law and the Owners / Promoters / Developers has bee and shall at all times remain to be in compliance with all applicable laws in relation to the Project, Project land, and common areas, AND;

f. THAT, the Owners / Promoters / Developers has duly paid and shall continue to pay and discharge governmental dues, rates, charges, taxes, levies, premiums, damages and / or penalties and other outgoings, etc., whatsoever, payable with respect to the project land and / or the Project.

g. THAT, the Owners / Promoters / Developers shall obtain all such insurance as may be notified by the Government of Maharashtra.

h. THAT, it is hereby agreed by the Purchaser/s that he / she / they shall bear the Stamp Duty and Registration Fees payable on this Agreement and all documents executed by the Owners / Promoters / Developers pursuant thereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land which many be executed by the Owners / Promoters / Developers or

Consenting Party in favor of the Association / Condominium / Society of all Plot Purchaser/s in the said project.

O. THAT, this agreement along with its Schedule and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot as the case may be.

P. THAT, both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonable required in other to effectuate the provisions of this Agreement or of any transection contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Q. THAT, all notices to be served on the Allottee / Purchaser/s and the promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owners / Promoters / Developers by Registered Post A.D and notified Email ID/Under certificate of posting at their respective addresses specified below :

Name of Allottee / Purchaser :

(Allottee's Address)

M/s. Promoter Name : **1) Shri Rajendra S/o. Vithobaji Nimje**
R/o. Nagbhid, Tah. Nagbhid & Dist. Chandrapur.

2) Shri Vinod S/o. Ambadas Navghade
R/o. R/o. Navargaon, Tah. Sindhewahi, Dist. Chandrapur.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

R. THAT, any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

S. THAT, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law of India for the time being in force and the Court of Law at Nagpur Court within whose local limits the property is situated will have jurisdiction for this Agreement.

DESCRIPTION OF PROPERTY HEREBY AGREED TO SELL

ALL THAT PIECE & PARCEL OF LAND BEARING PLOT NO. …… , admeasuring ……. Sq. Mtrs., being part & portion of entire land bearing **KH. NO. 43/2/A,** P. H. NO. 12, having an area admeasuring 3000 Sq. Mtrs., (0.30 H. R.) of Mouza – Delanwadi, Tah. Bramhapuri, Dist. Chandrapur, and situated within the village limits of panchayat samiti of Delanwadi, Tah. Bramhapuri, Dist. Chandrapur and the same is bounded as under :

East :

West :

North :

South :

WITNESS :

1) _____ _____

(SHRI ……..) **(Shri Rajendra V. Nimje)**

2) _____ _____

(SHRI ……..) **(Shri Vinod A. Navghade)**

(Owners/Developers/Promoters**)**

_____

(PURCHASER)