

AGREEMENT TO SELL

Plot No. _____ admeasuring 171.36 sq.mt, out of Gat No. 124, village Gandheli, Aurangabad.

Sector No. 9.4, Annual Statement of Rates 2017-18, rate prescribed Rs. 2500/- per sq.mt. x 171.36 sq.mt. = Rs. 4,28,400/-

Agreed price Rs. _____/-

This AGREEMENT TO SELL is executed here at Aurangabad, on this ____ day of _____ month of the year 2018,

between

M/s. **DIVINE VENTURES** (PAN: AAMFD3298B), a partnership firm registered under the provisions of the Indian Partnership Act 1932, having its principal place of business at Divine City, Gut No.124, Beed Bye-Pass, Behind Airport, village Gandheli, Taluka and District Aurangabad, PIN: 431007 (Maharashtra State), through its authorized partners (1) Ravindra Babulal Jain, aged about 48 years, (2) Gurvindersingh Kuldeepsingh Tuteja, aged about 49 years, (3) Pankaj Trilokchand Pande, aged about 46 years, all of as above, ...hereinafter called as the “**PROMOTER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ...of the ONE PART,

and

Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/ e-mail		

Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/ e-mail		

...hereinafter *collectively* called as the “**ALLOTEE/ PURCHASER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns, ...of the OTHER PART,

W H E R E A S,

- a. in part compliance of the Agreement for Sale dated 09.09.2016 entered into by and between the Promoter on the one part and Rakesh Kumar, Santosh Kumar and Sahara Group of Companies on the other, and on permission granted by the Hon’ble Supreme Court of India by its order dated 11.07.2016 passed in a group of matters pertaining to Sahara Group of Companies, the Promoter purchased all those pieces of non-agricultural land aggregating to “Hectare 7.78 Are” (equivalent to “Acre 19.45 Guntha”), lying on north east out of Gat No.124 situate at village Gandheli of Taluka and District Aurangabad, more particularly described in SCHEDULE-1 given hereto and delineated in the map annexed herewith (hereinafter referred to as the said “**LARGER LAND**”) by the sale deed dated 15.09.2016 registered with the Sub-Registrar, Aurangabad, at serial No. AGG-6-3673/2016 on 16.09.2016, executed by its previous holders and owners (i) Rakesh Kumar, (ii) Santosh Kumar, (iii) Sahara India Commercial Corporation Limited, (iv) Sahara City Homes Hathras Private Limited, and (v) Sahara Prime City limited,
- b. the Promoter also has plans to purchase other pieces of land adjoining the said Larger Land, as a part of the above agreement for sale, from their respective holders and owners in due course of time for the purposes of development and disposal thereof, either as independent plots and/or plinth plots and/or group housing and/or portions of land with buildings comprising of various residential and/or commercial apartments constructed thereon in various phases,

- c. the subject matter of this agreement is only a phase named as “**Divine City Plots: Type-A, Phase-I**”, comprising of independent free hold plots in number of clusters, aggregating to 9662.55 sq.mt. lying on north, out of the said Larger Land, together with provisions of common access road, recreational open space and infrastructure enumerated in ANNEXURE given hereto, more particularly described in SCHEDULE-2 given hereto and delineated in the map annexed herewith (hereinafter referred to as the said “**PHASE-I**”),
- d. the ANNEXURE (*colly*) appended hereto comprise of disclosures on the part of the Promoter, as also the Promoter gave inspection to the Allottee/ Purchaser of all documents as are specified under the Real Estate (Regulation and Development) Act 2016 (RERA),
- e. the Allottee/ Purchaser agreed to purchase a free hold sub-divided **Plot bearing No. _____** in the said Phase-I out of the said Larger Land, more particularly described in SCHEDULE-3 written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said “**PLOT**”), from the Promoter, for and at the agreed price, and subject to the Allottee/ Purchaser being bound by the stipulations mentioned herein,
- f. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 19 of RERA, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. AGREEMENT TO SELL:
Subject to the other terms and conditions herein, the Promoter, do hereby agrees to sell, assign, transfer and otherwise convey absolutely, free from encumbrances and without any reservation, the Plot written herein and delineated in the map annexed hereto (described in the SCHEDULE-3), unto and in favour of the Allottee/ Purchaser herein, for and at the lump sum price of Rs. _____/-, (Rupees _____Only) payable to the Promoter, and the Allottee/ Purchaser accordingly agreed to acquire and purchase the Plot.
2. PRICE:
(a) In consideration of Rs. _____/- agreed to be paid by the purchaser/ allottee, the promoter has to sell, assign, transfer and otherwise convey the said Plot and the Promoter agrees to accept the said lump sum price (*subject to deduction of Tax Deduction at Source; TDS, as contemplated but if applicable, under section 194-IA of the Income Tax Act 1961*) from the Allottee/ Purchaser, as under:

Amount (Rs)	Particulars
Rs. _____/-	Paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No._____, dated _____, on _____Bank, to and in the name of the Promoter, receipt of the amount whereof, subject to its realization, is hereby acknowledged by the Promoter.
Rs. _____/-	Paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____, on _____Bank, to and in the name of the Promoter, receipt of the amount whereof, subject to its realization, is hereby acknowledged by the Promoter.
Rs. _____/-	Total amount. (Rupees _____Only)

- (b) The time stipulated for payment of amount payable by the Allottee/ Purchaser to the Promoter as agreed to above, shall always be the **essence of the contract**.
- (c) In case of default committed by the Allottee/ Purchaser, in payment of the amount, as and within the time agreed to herein,
- i. the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law,
 - ii. the Promoter shall, without prejudice to as stipulated above, be entitled to terminate this agreement by giving 15 (fifteen) days notice, if the Allottee/s fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stand cancelled and terminated automatically. In case of termination of the agreement the Allottee/s shall have no claim on the said Plot/s and the Promoter shall be at liberty to dispose and sell the said Plot/s to any other person at any price as the Promoter may in his absolute discretion think fit. Upon termination of this Agreement as aforesaid, the Promoter shall refund the installments of sale consideration of the said Plot/s which may till then have been paid by the Allottee/s to the Promoter after deducting Rs. 50,000/- (Rupees Fifty Thousand only) as cancellation/administrative charges.. The Promoter will be liable to refund the balance amount within 30 days of the Allottee executing registered Deed of Cancellation of the plot which is subject matter of present agreement.
 - iii. The Promoter shall not be responsible to refund the stamp duty and registration charges and/or any other charges paid to the Government, by the Allottee/s at the time of registration of this Agreement.
- (d) The Promoter declares, undertakes and assures the Allottee/ Purchaser that the sale of the Plot hereby agreed by this agreement in favour of the Allottee/ Purchaser by the Promoter shall not be affected by any obligations of refund of deposit amount taken up by the previous owner of the said Land.
3. POSSESSION:
- (a) The Promoter hereby, agrees to grant, hand over and deliver possession of the Plot to the Allottee/ Purchaser, on receipt of the entire price agreed to herein, on simultaneous execution of the conveyance stipulated herein.
- (b) The Allottee/ Purchaser shall not be entitled to possession of the Plot until he makes payment of all money under this agreement.
4. SCHEME:
- (a) The Promoter has floated a scheme for residential housing colony pertaining and confining to the said Phase-I, known as "**Divine City Plots: Type-A, Phase-I**".
- (b) The colony comprises of various plots as per the layout of the said Phase-I, already sanctioned, or which would be, at the discretion of the Promoter, in future modified/ altered/ revised from the concerned authority. The plots out of the said Phase-I shall be sold as 'free hold' to the intending purchasers by the Promoter.
5. SOCIETY

- (a) Internal roads and recreational open spaces out of the said Larger Land including the said Phase-I together with other pieces of land adjoining the said Phase-I will be transferred to a Maintenance Society proposed to be named as **Divine City Maintenance Society Limited**, as may be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 and/or such other prevailing statute.
- (b) There shall also be formed as many co-operative societies of such nature as may be found suitable by the promoter pertaining to the plot or portion of the said Larger Land including the said Phase-I carrying row houses, twin bungalows, independent bungalows or building/s comprising of apartments, as may be constructed by the Promoter thereon, wherein each Allottee/ Purchaser of the units therein, would be the members.
- (c) Each plot holder out of the said Phase-I so also the other co-operative societies as may be formed as mentioned in clause 5(b) above, shall be bound to become a member of such Maintenance Society and shall be bound by the rules and regulations thereof.
- (d) Such Maintenance Society shall be at liberty to carry on maintenance of such common area and facilities through any maintenance agency as may be appointed by the Promoter for the benefit of Allottees/ Purchasers in the project.
- (e) In addition to the sale price, the Allottee/ Purchaser shall pay to the Promoter following amounts:-

(i)	Rs. 20,000/-	Expenses for formation of societies, legal costs, charges, fees of professionals and other charges, if any by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____, on _____ bank, to and in the name of the Promoter, receipt of the amount whereof, subject to its realization, is hereby acknowledged by the Promoter.
(ii)	Rs. 1,00,000/-	Infrastructure development charges by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____, on _____ bank, to and in the name of the Promoter, receipt of the amount whereof, subject to its realization, is hereby acknowledged by the Promoter.
(iii)	Rs. 3,00,000/-	As and towards corpus fund of the maintenance society by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated 31/12/2018, on _____ bank, to and in the name of the Promoter, receipt of the amount whereof, subject to its realization, is hereby acknowledged by the Promoter.

- (f) The Promoter would maintain a separate bank account for operation of the amount received from the Allottees/Purchasers as mentioned in clause No 5 (e) (iii) herein above of Phase-I as and towards corpus fund of the maintenance society. The Promoter would transfer the amounts in this account in the name of such maintenance society on its formation. Income from said corpus fund will be utilized towards maintenance of the common area and facilities.
- (g) All Allottees/ Purchasers would be bound by the rules and regulations of the Society and shall be bound to pay maintenance deposit and/or routine maintenance and/or such other additional demand as may be duly made and decided by the Society.
- (h) The Allottees/ Purchasers shall be liable to pay interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India per annum, in the event of default in

payment of any amount payable by the Allottees/ Purchasers without prejudice to (i) the right of the Promoter to terminate this agreement, and/or (ii) to withhold supply of electricity and/or water and/or such other common facilities.

- (i) The amenity spaces, such as club house, primary nursery school, senior secondary school, hospital, health club, hotel, mall, multiplexes, community center *et cetera*, out of the said Larger Land or other pieces of land abutting thereto to which the Promoter may be entitled, are proposed to be developed independently and/or independently disposed of for the purposes permissible under the concerned Development Control Regulations.

6. RESERVATIONS:

Notwithstanding anything contained anywhere in this agreement, before disposal of the last plot in the scheme, the Promoter shall, ***without adversely affecting the Plot***, be entitled to,

- (a) revise the layout whenever found essential at its discretion, without adversely affecting the Plot,
- (b) amalgamate the plots with any other plots and/or to sub-divide such plots, and procure sanction, revision, modification, alteration or change in the layout thereof, including change of location and/or position of the internal roads, open spaces, amenities/services spaces, viz. area for Clubs/Community Center/Convenient Shopping/Hospital/Hotel with club/Mall & Multiplex/Primary & Nursery school/Senior Secondary school/STP/WTP/Power Plant/Piped gas *etcetera*, without adversely affecting the Plot being disposed of to the Allottee/ Purchaser herein,
- (c) the Promoter has retained for itself, the 'amenity space' of sanctioned sub-division layout of the said Larger Land and the Promoter shall be entitled to deal with it in the manner it decides and/or dispose it off, and the Allottees/ Purchasers shall have no right or claim of any nature pertaining thereto,
- (d) the 'open space' of and pertaining to the said Phase-I as per the sanctioned layout of the said Land shall however, be available as a common facility for all plot holders in the colony,
- (e) the 'internal road' of and in the sanctioned layout of the said Phase-I shall be available only for ingress and egress, to and fro, to the Allottees/ Purchasers subject to their obligations hitherto before mentioned,
- (f) however, the rights to claim benefits pertaining to 'internal road' of and in the sanctioned layout pertaining to the said Phase-I and/or the said Larger Land, such as FSI, its use, utilization or consumption, or compensation if any, have been reserved and retained by the Promoter itself, and the Promoter shall be entitled to deal with such rights and benefits in the manner and mode it desires in its discretion, without any objection and/or impediment of any nature whatsoever from the plot Allottees/ Purchasers.

7. ASSURANCES OF THE PROMOTER:

- (a) The Promoter is perfectly entitled to the said Phase-I and the sub-divided plots therein. Except the Promoter, no other person is entitled thereto or any part thereof. Except otherwise mentioned in the title report of advocate attached with this agreement, the said Plot is free from encumbrances and is marketable, and the Promoter is entitled to enter into this agreement and other such instruments in terms of this agreement in favour of the Allottee/ Purchaser.

- (b) The common facilities agreed to herein, pertaining to the said Phase-I shall be completed by the Promoter in phased manner. The Promoter undertakes and assures the Allottee/ Purchaser that the same would be completed by **31.12.2018**.

8. DECLARATION OF THE PURCHASER:

- (a) The Allottee/ Purchaser has examined all relevant documents, such as VF 7/ 7A/ 12, mutation entries, layout sanctioned by the Town Planning Authority and non-agricultural permission granted by the Hon'ble Additional Collector, title report of the advocate of the Promoter relating to the said Phase-I.
- (b) The Allottee/Purchaser declares to have satisfied itself/ himself/ herself about the rights of the Promoter to the said Plot and its marketability.
- (c) The Allottee/ Purchaser is also understood the entire scheme of development of the said Land as the "residential colony", and admits the common benefit to all the occupants thereof.
- (d) The Allottees/ Purchasers agree to pay one time water connection charges as and when demanded by the promoter and also agree to pay the recurring water charges on actual consumption basis or any other method which will be adopted by the promoter.

9. PURCHASER COVENANTS:

- (a) The Allottee/ Purchaser agree that the colony of plot holders being promoted by the Promoter is only for the purposes of residence. The Allottee/ Purchaser shall use the said Plot only for the purposes of the residence, and shall not use or cause to be used the same for any other purposes. This shall always be an obligation agreed to by the Allottee/ Purchaser in favour of other Allottees/ Purchasers in the colony.
- (b) The Allottee/ Purchaser shall not cause any nuisance or annoyance to the adjoining occupants, nor shall cause any hindrance or obstruction or impediment in the common areas and facilities provided. The Allottee/ Purchaser shall be liable to pay the damages, apart from being liable to be dealt with in accordance with the law.
- (c) The Allottee/ Purchaser shall not use the said Plot, for any multi-storey housing scheme unless the Maintenance Society by appropriate resolution passed by majority or all other Allottees/ Purchasers accord their written consent otherwise.
- (d) Any default committed by the Allottee/ Purchaser shall be justiciable before the appropriate forum by such society and/or any of aggrieved members thereof.

10. LEVIES:

- (a) From the date of conveyance stipulated herein, the Allottee/ Purchaser shall be liable to bear all taxes, cess and charges, as may be levied by the concerned local authorities on the Plot.
- (b) If at any time, as a reason of execution of this indenture, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ value added tax/ service tax/ turnover tax goods and service tax *et cetera*, by whatever name called, is levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be put in force, either by the central or the state government or by the local authority, in respect of the Plot or this instrument or the transaction herein, shall exclusively be paid/ borne by the Allottee/ Purchaser, and in the event being constrained to bear such levies, the Allottee/ Purchaser shall forthwith reimburse the same to the Promoter. There shall always be a charge

of such amount on the Plot till receipt of the amount of such levy constrained to be borne and paid by the Promoter from the Allottee/ Purchaser.

11. CONVEYANCE:
- (a)

Subject to payment of the entire agreed price and other payable money in terms of this agreement by the Allottee/ Purchaser, the Promoter shall execute or caused to be executed conveyance in the nature of sale deed of the Plot, in favour of the Allottee/ Purchaser by end of December 2018.
- (b)

Failure on the part of the Allottee/ Purchaser to pay the agreed price and other payments pertaining to the said Plot under this agreement, the Promoter shall be entitled to terminate this agreement.
- (c)

All expenses, such as stamp duty, registration fees and incidentals, relating to this agreement have been, as agreed, have been exclusively borne by the Allottee/ Purchaser, and the Allottee/ Purchaser agrees to bear all such stamp duty, registration fees and incidentals thereto, for the conveyance of the Plot stipulated herein or for the conveyance if any in favour of the Society if so found required.
- (d)

The Plot is located in village Gandheli of Taluka Aurangabad, District Aurangabad, as mentioned in Sector 9.4 of the Annual Statement of Rates 2017-18. The prescribed value of the Plot comes to Rs. 4,28,400/- while the agreed price is Rs. _____/-.
- (e)

The agreed price being more than the prescribed value, *5%/ *4% stamp duty on the agreed price has been paid as contemplated by Article 25(b) (ii) of Schedule-I to the Maharashtra Stamp Act, *1% surcharge under section 149A of the Maharashtra Municipal Corporations Act/ *½% Gram Panchayat and ½% Zilla Parishad surcharge, thus aggregating to *6%,/ *5% which comes to Rs. _____/-, has been affixed herewith.

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SCHEDULE-1

(description of the said "**LARGER LAND**")

All that non-agricultural land "Hectare 7.78 Are" (equivalent to "Acre 19.45 Guntha"), lying on north east out of Gat No.124 situate at village Gandheli of Taluka and District Aurangabad, and out of sanctioned layout of larger pieces of amalgamated land bearing Gat Nos. 48 to 51 and 124 situate at village Gandheli, and Gat Nos. 649, 650, 645 (parts) situate at village Chikalthana of Taluka and District Aurangabad (*vide* permission to use the land for non-agricultural purposes of residence and commerce issued by the District Collector Aurangabad bearing No.106/2004, dated 11.10.2004, and approval of and by the Town Planning Authority Aurangabad bearing No.234, dated 23.02.2007), and which is bounded by as follows:

East	South	West	North
Part of land in Gut No. 124 and 125, Gandheli	Land in Gut No. 122 and 123 Gandheli	Land in Gut No. 49 Gandheli	Land in Gut No. 645 and 646 Chikalthana

0-0-0-0-0

SCHEDULE-2

(description of the said "**PHASE-I**")

All that portion admeasuring 9662.55 sq.mt. lying on north out of the said Land; admeasuring "Hectare 7.78 Are" (equivalent to "Acre 19.45 Guntha"), lying on north east out of Gat No.124 situate at village Gandheli of Taluka and District Aurangabad,

East	South	West	North
Part of Gut No. 124 and 125, Gandheli	12.00 meter wide internal road and Type B and C Plots	30.00 meter wide DP road	12.00 meter wide internal road and part of Gut No. 645 and 646 Chikalthana

together with provisions of common access road, recreational open space and infrastructure enumerated in ANNEXURE given hereto.

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SCHEDULE-3

(description of the said "**PLOT**", *which is the subject matter of this instrument*) All that

Plot	No. _____
Area	171.36 sq.mt.
FSI eligibility for the purposes of construction thereon	"1 (one)" meaning thereby, construction equal to physical area of the Plot

out of said Phase-I (described in SCHEDULE-2 given above), situate at village Gandheli, Taluka and District Aurangabad, within the limits of Registration District of Aurangabad, and Gram Panchayat of village Gandheli, and which is bounded by as follows:

East	South	West	North

Together with provisions of common access road, recreational open space and infrastructure enumerated in ANNEXURE given hereto.

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DISCLOSURES

(In compliance to RERA)

RERA	No. P51500012006, dated 1/9/2017 under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 (" RERA " hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (" RULES " hereinafter) with the Real Estate Regulating Authority, Maharashtra (" MAHA RERA " hereinafter), a copy whereof is appended hereto.
Non-agricultural use	Non Agricultural permission bearing permission No.106/2004 dated October 11,2004 (the " NA Permission ") issued by the District Collector's Office, Aurangabad in respect of a portion of Land admeasuring 32 hectares 96 Ares (equivalent to 82.40 acres) bearing/

	forming part of Gat No. 48 to 51 and 124, situated at village Gandheli, Tq. & Dist. Aurangabad (and part of Gut no. 649, 650, 645 situated at village Chikalthana, Taluka and District Aurangabad
Amalgamation and sub-division lay out	Layout Order/ Approved Layout Plan bearing permission/letter No.234 dated February 23, 2007 issued by the Town Planning Authority. Aurangabad, in respect of Land admeasuring 32 hectares 96 Ares (equivalent to 82.40 acres) bearing/ forming part of Gat No. 48 to 51 and 124, situated at village Gandheli, Tq. & Dist. Aurangabad and part of Gut no, 649,650,645, situated at Village Chikalthana, Tq. And Dist:- Aurangabad
Airport Authority Clearance	No Objection Certificate for Height Clearance bearing permission No. AURA/ WEST/ B/ 093017/ 249887 dated 10/10/2017 issued by the Airports Authority of India

ENCLOSURES:

- Maha RERA registration certificate
- Authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of extract of Village Forms VII and XII showing the nature of the title of the Promoter in respect of project land
- The layout plan indicating the plot under sale is annexed hereto as
- Non Agricultural Permission
- Layout Order/ Approved Layout Plan
- No Objection Certificate for Height Clearance from Airport Authority

ANNEXURE

Common areas and facilities:

- ❖ Internal Roads with footpath
- ❖ Water Supply Lines
- ❖ Drainage Lines
- ❖ Storm Water Drain Lines
- ❖ Common distribution Board for electricity connection
- ❖ Street Lights
- ❖ Landscaping with tree plantation
- ❖ Open space and recreational space development.
- ❖ Rain water Harvesting
- ❖ Gated community with Compound Wall
- ❖ Entrance Gate with Security cabin
- ❖ CCTV Surveillance

In witness whereof, the parties hereto have signed and executed this AGREEMENT TO SELL on the date and at the place herein above first mentioned.

M/s. **DIVINE VENTURES** (PAN: AAMFD3298B), a partnership firm registered under the provisions of the Indian Partnership Act 1932, having its principal place of business at Divine City, Gut No.124, Beed Bye-Pass, Behind Airport, village Gandheli, Taluka and District Aurangabad, PIN: 431007 (Maharashtra State), through its authorized partners

(1) RAVINDRA BABULAL JAIN

(2) GURVINDERSINGH KULDEEPSINGH TUTEJA

(3) PANKAJ TRILOKCHAND PANDE

(Promoter’s)

(Allottee/ Purchaser)		
Photograph	LHTI	Signature

(Allottee/ Purchaser)		
Photograph	LHTI	Signature

Witnesses	Signatures
1. Mr. Sandip Sukhdeo Satpute	
2.	