

AGREEMENT

This Agreement is made & executed at Nagpur on day of November 2020,

BETWEEN

M/S. AAA INFRASTRUCTURE, having its registered office @ 401, Govindraj Heights, Gitanjali Square, C.A. Road, Nagpur - 440018; [PAN NO. AUCPA9704H]; Through Its Partners, (1) MRS SHIKHA W/o. AMIT AGRAWAL, aged about 35 Years, Occupation : Business, [AADHAR NO]; (2) MRS VISHAKHA W/o. ABHINAV WELEKAR, aged about 34 Years, Occupation : Business, [AADHAR NO]; (3) SHRI MANSUKHALAL S/o. VITHALDAS SANGLANI, aged about 62 years, Occupation: Business; [AADHAR NO]; All R/o Nagpur; all herein above named hereinafter referred to as "**OWNER / DEVELOPER / PROMOTER**", 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 Owner / Developer / Promoter herein above named is full, absolute and legal owner and possessor of All That Non - Agricultural Land bearing Kh. No. 240, P.H. NO. 4, of Mouza – Lava admeasuring 3.34 H. R., having Khata No. 68, Class – 1 land situated within the limits of Grampanchayat – Lava, Tah. Nagpur Gramin & Dist. Nagpur & which is more specifically described in the schedule of property written hereunder, AND,

WHEREAS, the Owner / Developer / Promoter named above obtained the absolute title with respect to the immovable property herein described by way of registered sale deed registered in its favor by Shri Vithoba K. Borkar & Others which is registered at Sr. No. 8064/2016 on dated 26.10.2016 before the Sub-registrar Nagpur No. 7, Nagpur, AND,

WHEREAS, the aforesaid title holder then decided to develop the aforesaid land by carving layout scheme therein and with the same view firstly the title holder applied for conversion of the said land into Non-agricultural land and accordingly out of an entire area admeasuring 3.34 H. R. an area admeasuring 2.7809277 H. R. i.e. 27809.277 Sq. Mtrs., was converted in to Non-agricultural vide order of Collector, Nagpur on dated 19.12.2019 bearing R.M.No./ 105 / NAP-34/ Mouza – Lava / 2019-20, AND,

WHEREAS, the title holder also prepared layout scheme therein by preparing layout map of the same and submitted the same with the sanctioning authority NMRDA, Nagpur, & the same was also sanctioned by the Executive Engineer, NMRDA, Nagpur, on dated 06.07.2020 after completing all the required formalities. So also, the Executive Engineer, NMRDA, Nagpur, had issued Release Letter with respect to the Plot No. 1, 2, 16, 35, 37, 38, 40 & 60 vide its Release Letter dated 21.07.2020 bearing Letter No. EE/NMRDA/DPC/RL/438, AND,

WHEREAS, in view of the above, the Owner / Developer / Promoter / Party of the First Part is the absolute legal owner of the immovable property herein below described & described in the Schedule of property described at the end of this deed, AND,

WHEREAS, the Owner / Promoter / Developer 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 purchaser/s / allottee/s thereof under the provision of the Transfer of Property Act, AND;

WHEREAS, the Owner / Promoter / Developer does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Owner / Promoter / Developer has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority, AND,

WHEREAS, the Owner / Promoter / Developer has already registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. **P50500022071** Dated **25/08/2019** , AND;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Owner / Promoter / Developer, authenticated copies of 7/12 showing the nature of the title of the Owner / Promoter / Developer to the Project Land have been annexed hereto and marked as Annexure '.....' and '.....', respectively, AND;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter / Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate shall be granted by the concerned local authority, AND;

WHEREAS, the Owner / Promoter / Developer has accordingly commenced development work thereon in accordance with the said proposed plans, AND;

WHEREAS, the Purchaser / Allottee being interest in owning Plot in the said project of the Owner / Promoter / Developer has applied to the Owner / Promoter / Developer for purchase / allotment of Plot No. _____ having an admeasuring area Sq. Mtrs. (..... Sq. Fts.) of the said project know & styled as “**AAA INFRASTRUCTURE**“, AND;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter, AND;

WHEREAS, under section 13 of the said Act the Owner / Promoter / Developer is required to execute a written Agreement for sale of said Plot with the Purchaser / Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Promoter / Developer hereby agrees to sell and the Purchaser / Allottee hereby agrees to purchase the said Plot, AND;

WHEREAS, before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the layout plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, and Specifications including area specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said layout scheme and facilities to be provided in the said layout scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

- A. That, the Purchaser/s after being satisfied with title as above, herein made an offer and has shown his / her / their interest to the Owner / Promoter / Developer 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 Owner / Promoter / Developer, the Owner / Promoter / Developer hereby confirms to have received the part payment as herein above stated;
- B. That, as already mentioned, the Owner / Promoter / Developer herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase the said Plot No. from the Owner / Promoter / Developer 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 Owner / Promoter / Developer 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 / Allotte/s separately as agreed and specified ;
- C. That, the Allottee shall make all payments, on written demand by the Owner / Promoter / Developer, within the stipulated time as mentioned in the Payment Plan [Schedule B] through A/c Payee cheque/ demand draft / bankers cheque or online payment (as applicable) in favour of payable at Nagpur ;

- D. That, the Possession of the said Plot agreed to be purchased by the Purchaser/s / Allote/s shall be handed over to the Purchaser/s / Allote/s by the Owner / Promoter / Developer on receipt of the entire balance consideration amount of Rs. (as already herein above specified) and other charges as agreed. The Purchaser/s / Allote/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed ;
- E. That, the total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Owner / Promoter / Developer undertakes and agrees that while raising a demand on the Purchaser/s / Allote/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Promoter / Developer shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s / Allote/s, which shall only be applicable on subsequent payments.
- F. That, it is mutually agreed between the parties to deed that, if the Owner / Promoter / Developer 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 Owner / Promoter / Developer 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 Owner / Promoter / Developer shall without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s / Allote/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, 2016 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 / Allote/s ;
- G. That, the Purchaser/s has inspected and verified all the documents of title, N.A. Assessment, Lay out Map, Release Letter, 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 Owner / Promoter / Developer,;
- H. That, the Purchaser/s / Allote/s does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser/s / Allote/s to pay the amount of Tax Deducted at Source (TDS) @ 0.75% / 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser/s / Allote/s from the Sale Consideration payable to the Owner / Promoter / Developer and to credit the same in the appropriate account of Income Tax Department.
- I. That, the Purchaser/s / Allote/s of the Plot/s agreed to be sold hereunder and all the other purchaser/s / Allote/s 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 / Allote/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 / Allote/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,;

- J. That, the Purchaser/s / Allottee authorizes the Owner / Promoter / Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the allottee against the [Plot], if any, in his/her name and the Purchaser/s / Allottee undertakes not to object/demand/direct the Owner / Promoter / Developer to adjust his payments in any manner.
- K. That, if the aforesaid land is covered by Town Planning scheme in future, the Purchaser/s / Allottee shall be liable to pay to the Owner / Promoter / Developer the betterment and development charges which may be assessed on the plot(s) in accordance with the provisions of the Maharashtra Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) Maharashtra Regional & Town Planning Act 1966.
- L. That, in case the Conveyance is executed in favor of the Ultimate Body before the disposal by the Owner / Promoter / Developer of all the plots on the said land, then in such case, the Owner / Promoter / Developer 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 Owner / Promoter / Developer, the Ultimate Body shall admit as members the Purchaser/s / Allotte/s of such plots without charging any premium, transfer fees, or any other extra payment,;
- M. That, the Owner / Promoter / Developer hereby represents and warrants to the Allottee / Purchaser/s as follows :
- a. THAT, the Owner / Promoter / Developer 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 Owner / Promoter / Developer 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 Owner / Promoter / Developer 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, as the Owner / Promoter / Developer has already obtained No Objection Certificate from the Arvind Sahakari Bank Ltd., Katol, Branch Gandhibagh, Nagpur, on dated for this transaction, wherein presently the entire immovable property herein described (entire project) is mortgaged.
 - 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 Owner / Promoter / Developer 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 Owner / Promoter / Developer 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 Owner / Promoter / Developer has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, Project land, and common areas,;

- f. THAT, the Owner / Promoter / Developer 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 till handing over the possession of the said plot/s to the purchaser/s / Allote/s.
- g. THAT, the Owner / Promoter / Developer shall obtain all such insurance as may be notified by the Government of Maharashtra.
- h. THAT, the Owner / Promoter / Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession to the Purchaser/s / Allote/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said property hereby described.
- i. THAT, it is hereby agreed by the Purchaser/s / Allote/s that he / she / they shall bear the Stamp Duty and Registration Fees payable on this Agreement and all documents executed by the Owner / Promoter / Developer 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 may be executed by the Owner / Promoter / Developer or Consenting Party in favor of the Association / Condominium / Society of all Plot Purchaser/s / Allote/s in the said project.

N. 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.

O. 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 reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

P. THAT, time is essence for the Owner / Promoter / Developer as well as the Purchaser/s / Allote/s. The Owner / Promoter / Developer shall abide by the time schedule for completing the project and handing over the Plot to the Purchaser/s / Allote/s [and the common areas to the association of the Purchasers, if any], after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser/s / Allote/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Owner / Promoter / Developer as provided herein.

Provided that, in case the Purchaser/s / Allotee/s fails to make payments for One consecutive demands made by the Owner / Promoter / Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner / Promoter / Developer on the unpaid amount at the rate prescribed in the Rules;

In case of Default by Purchaser/s / Allotee/s under the condition listed above continues for a period beyond 7 days of Second consecutive months after notice from the Owner / Promoter / Developer in this regard, the Owner / Promoter / Developer may cancel the allotment of the Plot in favour of the Purchaser/s / Allotee/s and refund the money paid to him by the Purchaser/s / Allotee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Purchaser/s / Allotee/s about such termination at least thirty days prior to such termination.

Q. THAT, the Purchaser/s / Allotee/s shall have the right to cancel/withdraw his / her / their allotment in the Project as provided in the Act:

Provided that where the Purchaser/s / Allotee/s proposes to cancel/withdraw from the project without any fault of the Owner / Promoter / Developer, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s / Allotee/s shall be returned by the promoter to the Purchaser/s / Allotee/s within 60 days of such cancellation.

R. 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 Owner / Promoter / Developer 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)

Promoter Name : **M/S. AAA INFRASTRUCTURE**

@ 401, Govindraj Heights, Gitanjali Square, C.A. Road,
Nagpur – 440018.

Email ID: awelekar@gmail.com, infrastructuresaaa@gmail.com

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.

S. 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.

T. 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.

- U. THAT, it is specifically agreed by Vendor / Party No. 1 that sale deed in respect of the said immovable proeprty shall be executed and registered in favour of the Purchaser/s Allottee/s or any other person or nomi nee as suggested /directed by the Purchaser/s Allottee/s of this agreement.
- V. THAT, it is specifically agreed to and understood by the partiesherein that the immovable property agreed to be sold/purchased shall be taken to be correctly described and incase any mis-statement, error or omission is found or detected , the same shall not annul this agreement but all such mis- statement, error or omission shall always be subject to correction by the parties.
- W. THAT, in the matter of use and construction in this layout land, the sanctioning authority NMRDA, Nagpur, shall have an unfettered control in accordance with the Development Control & Promotional Regulations and zoning regulation as may be in force from time to time.

[SCHEDULE – A]

DESCRIPTION OF ENTIRE PROPERTY

ALL THAT NON - AGRICULTURAL LAND BEARING KH. NO. 240, P.H. NO. 4 OF MOUZA – LAVA admeasuring 2.7809277 H. R. out of total land of 3.34 H. R., having Khata No. 68, Class – 1 land situated within the limits of Grampanchayat – Lava, Tah. Nagpur Gramin & Dist. Nagpur & bounded as under :

East: Kh. No. 225 & 241

West: Kh. No. 239

North: Kh. No. 233 & 234

South: Kh. No. 244 & 243

DESCRIPTION OF PROPERTY HEREBY AGREED TO SELL

ALL THAT PIECE & PARCEL OF LAND BEARING PLOT NO. , admeasuring Sq. Mtrs., or Sq. Fts., being part & portion of entire land bearing **KH. NO. 240, P.H. NO. 4** of **MOUZA – LAVA** having total area admeasuring 27809.277 Sq. Mtrs. 2.7809277 H. R. out of total land of 3.34 H. R.33400 Sq. Mtrs. (3.34 H. R.), [as per sale deed], having Khata No. 68, Class – 1 land situated within the limits of Grampanchayat – Lava, Tah. Nagpur Gramin & Dist. Nagpur and the same is bounded as under :

East :

West :

North :

South :

[SCHEDULE – B]

PAYMENT PLAN

<u>SR. NO.</u>	<u>SCHEDULE</u>	PERCENTAGE	AMOUNT
<u>1.</u>			
<u>2.</u>			
<u>3.</u>			

[SCHEDULE – C]

PROJECT / PLOT SPECIFICATIONS

- CC PAVER ROADS
- SEWERAGE / DRAINAGE LINES
- WATER SUPPLY LINES
- COMMON OPEN SPACES / GARDENS
- ELECTRIC LINES & STREET LIGHTS FOR COMMON AREAS

WITNESS :

1) _____

Mrs Shikha A. Agrawal Partner of
AAA Infrastructure

Mrs Vishakha Abhinav Welekar
Partner of AAA Infrastructure

Shri Mansukhalal Vithaldas Sanglani
Partner of AAA Infrastructure
(Owners/Developer/Promoter)

(PURCHASER)

SALIENT FEATURES OF AGREEMENT FOR SALE

<u>S. No.</u>	<u>Item</u>	<u>Details</u>
1	Name of Project	
2	Location (City)	
3	Plot no:	Area of Plot (sq.mt.)
5	Price of Plot (inclusive of all development and amenities, but excluding Tax)	Rs.
6	Taxes and duties (as on date of Agreement)	Rs.
7	TOTAL price (inclusive of tax)	Rs
8	Proposed date of grant of possession of the Plot to the allottee, including completion of the essential common facilities (internal roads & drainage, external electrification, water supply arrangement, sewage disposal arrangement, levelling of playground/recreational area/open area)	
9	List of other major amenities assured in the project	
10	Rate of Interest payable by buyer in case of late payment of instalments according to agreed schedule, and payable by promoter in case of default as per terms of agreement	(% per annum) 11.00