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 NAGPUR on this _____ Day of OCTOBER, 2019, BETWEEN :

M/S KAHNORIA BROTHERS Office at: Plot No.32, Central Avenue, Nagpur – 440 018 through its Proprietor **SHRI. SANJAY PURANMAL AGRAWAL,** Aged 51 Years, Occupation – Business, Income Tax PAN ABUPA3698D & AADHAR UID 6684 7461 8753, Resident of "Spring Villa", R.S. Shukla Marg, Opp. Chief Minister's Secretariat, Civil Lines, Nagpur – 440 001, Tahsil and District – NAGPUR, hereinafter called the **"VENDOR / PROMOTER"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDOR / PROMOTER,** as well as his heirs, legal representatives, executors, administrators successors and assigns of the **ONE PART.**

AND

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MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,

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 :**

ALL THAT Piece and parcel of land bearing Khasra/Survey/Gut No. 13, having an area of 5.09 Hectares (i.e. 50900 Sq. Mtrs.), Land Revenue Rs. 29.26, held in Occupancy Class-1 Rights of Mouza – WELA HARISHCHANDRA, P.S.K. 38, including all kinds of trees, shrubs, passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – WELA HARISHCHANDRA, within the limits of Grampanchayat - WELA (HARI) in Tahsil – NAGPUR (RURAL) and District – NAGPUR, originally belonged to Shri. Chandrabhan S/o Jagan Kamble, being the recorded owner thereof.

The aforesaid entire land is converted from Bhogwatdar Class-II Rights into Bhogwatdar Class-1 Rights by the Sub Divisional Officer, Nagpur vide his Order Dated 17-04-1997 passed in Revenue Case No. 166/LND-16/1996-97 of Mouza – Wela Harishchandra.

The aforesaid Shri. Chandrabhan S/o Jagan Kamble lateron agreed to sell the aforesaid entire property (i.e. Agricultural land bearing Kh./Survey/Gut No. 13) to Shri. Mohan S/o Dayaram Choithani upon the several terms and conditions. The said Shri. Mohan Dayaram Choithani lateron dropped the idea of purchasing the said property and further requested the then Owner Shri. Chandrabhan Jagan Kamble to sell the aforesaid property to Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi).

Considering the request of Shri. Mohan Dayaram Choithani and Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) being his nominee, the aforesaid the then Owner Shri. Chandrabhan Jagan Kamble through his Attorney Shri. Mohan Dayaram Choithani transferred/sold All That Piece and Parcel of Agricultural land having an area of 1.32 Hectares comprising the Eastern Portion of the entire land bearing Kh. No. 13 of Mouza – Wela Harishchandra having a total area of 5.09 Hectares, situated at Village – Wela harishchandra, Grampanchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District –

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Nagpur by way of sale to Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) by a Sale Deed Dated 08-10-1998, which is registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 2222 on Pages 148 to 152 at Sr. No. 7762(P) on even date. The said Sale Deed is signed by Shri. Mohan Dayaram Choithani in the capacity of Consentor.

The aforesaid the then Owner Shri. Chandrabhan Jagan Kamble through his Attorney Shri. Mohan Dayaram Choithani further transferred/sold All That Piece and Parcel of Agricultural land having an area of 1.32 Hectares comprising the Eastern Portion of the entire land bearing Kh. No. 13 of Mouza – Wela Harishchandra having a total area of 5.09 Hectares, situated at Village – Wela harishchandra, Grampanchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) by a Sale Deed Dated 08-10-1998, which is registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 2222 on Pages 153 to 157 at Sr. No. 7763(P) on even date. The said Sale Deed is signed by Shri. Mohan Dayaram Choithani in the capacity of Consentor.

The aforesaid the then Owner Shri. Chandrabhan Jagan Kamble through his Attorney Shri. Mohan Dayaram Choithani through his Attorney Shri. Mohan Dayaram Choithani further transferred/sold All That Piece and Parcel of Agricultural land having an area of 1.32 Hectares comprising the Eastern Portion of the entire land bearing Kh. No. 13 of Mouza – Wela Harishchandra having a total area of 5.09 Hectares, situated at Village – Wela harishchandra, Grampanchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) by a Sale Deed Dated 08-10-1998, which is registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 2222 on Pages 139 to 143 at Sr. No. 7760(P) on even date. The said Sale Deed is signed by Shri. Mohan Dayaram Choithani in the capacity of Consentor.

The aforesaid the then Owner Shri. Chandrabhan Jagan Kamble through his Attorney Shri. Mohan Dayaram Choithani further transferred/sold All That Piece and Parcel of Agricultural land having an area of 1.13 Hectares comprising the Western Portion of the entire land bearing Kh. No. 13 of Mouza – Wela Harishchandra having a total area of 5.09 Hectares, situated at Village – Wela harishchandra, Grampanchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) by a Sale Deed Dated 17-03-1999, which is registered at the Office of the Sub Registrar, Nagpur City-1 in Addl. Book No. 1, Volume No. 2345 on Pages 136 to 140 at Sr. No. 2150(P) on even date. The said Sale Deed is

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signed by Shri. Mohan Dayaram Choithani in the capacity of Consentor.

The Revenue Authority further allotted new Kh. No. 13/2 to the aforesaid Eastern Portion of Kh. No. 13 (Old) purchased by Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) by three different Sale Deeds all Dated 08-10-1998 as mentioned hereinabove, having a total area of 3.96 Hectares (i.e. 1.32 + 1.32 + 1.32 = 3.96 Hectares) and thus the said Eastern Portion now identified as Kh./Survey/Gut No. 13/2 (Old Kh. No. 13), having an area of 3.96 Hectares, situated at Village – Wela Harishchandra in Tahsil – Nagpur (Rural) and District – NAGPUR.

By an Agreement to Sell Dated 21-08-2001 the aforesaid Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) had agreed to sell the aforesaid property alongwith Kh. Nos. 11 and 12 of Mouza – Wela Harishchandra, in Tahsil – Nagpur (Rural) and District – Nagpur to Shri. Subodh S/o Amarnath Arora upon the several terms and conditions contained therein. The said Agreement is un-registered.

The aforesaid Shri. Subodh Amarnath Arora lateron dropped the idea of purchasing the said Agricultural Land and he has further requested Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) to execute the Sale Deeds in respect of the aforesaid property in favour of (i) Shri. Rajesh S/o Gourishankar Kedia, (ii) Smt. Jaya W/o Rajesh Kedia, (iii) Shri. Sanjay S/o Puranmal Agrawal and (iv) Smt. Sarita W/o Sanjay Agrawal, being his nominees.

Considering the request of Shri. Subodh Amarnath Arora and the aforesaid Shri. Rajesh Gourishankar Kedia and others being his nominees, the aforesaid Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) lateron transferred/sold All That Piece and Parcel of land containing by admeasurement 3.07 Hectares comprising the Eastern Portion of the entire land bearing Kh./Survey/Gut No. 13/2 having a total area of 3.96 Hectares, Land Revenue Rs. 21/- yearly, held in Occupancy Class-I Rights of Mouza – Wela Harishchandra, Grampanchayat – Wela (Hari), situated at Village – Wela Harishchandra, in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (i) Shri. Rajesh Gourishankar Kedia, (ii) Smt. Jaya Rajesh Kedia, (iii) Shri. Sanjay Puranmal Agrawal and (iv) Smt. Sarita Sanjay Agrawal jointly by a Sale Deed Dated 03-02-2003, which is registered at the Office of the Sub Registrar, Nagpur Rural (10) in Book No. 1 at Sr. No. 507 on even date. The said Sale Deed is signed by Shri. Subodh Amarnath Arora in the capacity of Consentor. The said portion is allotted new Khasra No. 13/3 by the Revenue Authority.

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In the like manner the aforesaid Shri. Kalayil Joseph Babu S/o T.P. Joseph, (Co-ordinator of Vidarbha Division for Navjeevan Community Development Society, New Delhi) further transferred/sold All That Piece and Parcel of land containing by admeasurement 0.89 Hectare comprising the remaining part of Eastern Portion of the entire land bearing Kh./Survey/Gut No. 13/2 having a total area of 3.96 Hectares, Land Revenue Rs. 4.70/- yearly, held in Occupancy Class-I Rights of Mouza – Wela Harishchandra, Grampanchayat – Wela (Hari), situated at Village – Wela Harishchandra, in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Smt. Nira Wd/o Late Shri Subodh Arora, by a Sale Deed Dated 09-03-2004, which is registered at the Office of the Sub Registrar, Nagpur Rural (10) in Book No. 1 at Sr. No. 1485/04 on even date. The said portion is allotted new Khasra No. 13/2 by the Revenue Authority.

The aforesaid Smt. Nira Wd/o Late Shri Subodh Arora lateron in her turn transferred/sold the aforesaid property comprising All That Piece and Parcel of land containing by admeasurement 0.89 Hectare comprising the remaining part of Eastern Portion of the entire land bearing Kh./Survey/Gut No. 13/2 having a total area of 3.96 Hectares, Land Revenue Rs. 4.70/- yearly, held in Occupancy Class-I Rights of Mouza – Wela Harishchandra, Grampanchayat – Wela (Hari), situated at Village – Wela Harishchandra, in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (i) Shri. Rajesh Gourishankar Kedia, (ii) Smt. Jaya Rajesh Kedia, (iii) Shri. Sanjay Puranmal Agrawal and (iv) Smt. Sarita Sanjay Agrawal jointly by a Sale Deed Dated 13-04-2004, which is registered at the Office of the Sub Registrar, Nagpur Rural (10) in Book No. 1 at Sr. No. 2269/04 on even date. As a result therefore the said (i) Shri. Rajesh Gourishankar Kedia, (ii) Smt. Jaya Rajesh Kedia, (iii) Shri. Sanjay Puranmal Agrawal and (iv) Smt. Sarita Sanjay Agrawal became the Joint/Co-Owners of the aforesaid property bearing Kh./Survey No. 13/2, having an area of 3.96 Hectares (i.e. 3.07 + 0.89 = 3.96 Hectares), situated at Village – Wela Harishchandra, Gramparchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District – NAGPUR, each of them having Undivided 1/4th share and interest in the said property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records as also in 7/12 extract.

The aforesaid Shri. Rajesh Gourishankar Kedia & Smt. Jaya Rajesh Kedia, further transferred/sold their Undivided 50% (Fifty Percent) share and interest in the aforesaid Piece of land containing by admeasurement 3.07 Hectares out of Kh./Survey/Gut No. 13/3 having a total area of 3.96 Hectares, Land Revenue Rs. 16.30 held in Occupancy Class-I Rights of Mouza – Wela Harishchandra in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Shri. Sanjay S/o Puranmal Agrawal, by a Sale Deed Dated 17-07-2019, which is registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 6501 on even date. The said Sale Deed is signed by the

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remaining Co-owner namely Smt. Sarita Sanjay Agrawal in the capacity of Consentor.

In the like manner the aforesaid Shri. Rajesh Gourishankar Kedia & Smt. Jaya Rajesh Kedia, further transferred/sold their Undivided 50% (Fifty Percent) share and interest in the aforesaid Piece of land containing by admeasurement 0.89 Hectare out of Kh./Survey/Gut No. 13/2 having a total area of 3.96 Hectares, Land Revenue Rs. 4.70 held in Occupancy Class-I Rights of Mouza – Wela Harishchandra in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Shri. Sanjay S/o Puranmal Agrawal, by a Sale Deed Dated 17-07-2019, which is registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 6499 on even date. The said Sale Deed is signed by the remaining Co-owner namely Smt. Sarita Sanjay Agrawal in the capacity of Consentor.

The aforesaid Smt. Sarita Sanjay Agrawal lateron by a Gift Deed Dated 03-10-2019 Gifted her 1/4th OR 25 Percent share and interest in All Those Pieces and Parcel of land containing by admeasurement 3.07 Hectares and 0.89 Hectare thus total area of 3.96 Hectares out of the entire land bearing Kh./Survey/Gut Nos. 13/3 & 13/2 respectively, Land Revenue Rs. 21/- Yearly, held in Occupancy Class-I Rights of Mouza – Wela Harishchandra, Grampanchayat – Wela (Hari) in Tahsil – Nagpur (Rural) and District – Nagpur in favour of Shri Sanjay Puranmal Agrawal and the said Gift Deed is registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 8165 on 03-10-2019. As a result therefore the said Shri Sanjay Puranmal Agrawal has now become an exclusive, absolute and full Owner of the aforesaid Agricultural land bearing Kh./Survey/Gut No. 13/3 having an area of 3.07 Hectare, situated at Village – Wela Harishchandra in Tahsil – Nagpur (Rural) and District – Nagpur with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records and also in 7/12 Extract. As a result therefore the said Shri. Sanjay Puranmal Agrawal is now fully entitled to deal with the said property and also acquired absolute and full right to prepare the Layout on the said Piece of land by carving out various Plots of different sizes therein.

N.A. permission :

The aforesaid land of Khasra / Gat Nos. 13/3 of Mouza – Wela Harishchandra is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide its Order Dated _____ passed by the Collector, Nagpur passed in Revenue Case No. _____.

Lay-out Sanction :

For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority upon several terms and conditions contained therein;

In terms of the said Agreement, the Executive Engineer Nagpur Metropolitan Region

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Development Authority Nagpur has recommended and approved the layout Plan of said land vide its Letter No. _____/_____/—— Dated _____

(2) **Real Estate Project Name:**

The said Real Estate Project is purely a Plotted Development and shall be known and styled as "_____" (Hereinafter referred to as the "**Project**")

Address :

Khasra / Survey No. 13/3 of MOUZA – WELA HARISHCHANDRA Patwari Saza No. 38, Grampanchayat – Wela (Hari), Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – _____

Architect :

The Vendor/Promoter has appointed Architect **Shri.** _____, having its office at _____, Nagpur.

Existing Permissible Built-up Area (F.S.I area) for Plots :

The Nagpur Metropolitan Region Development Authority has approved FSI of 1.539 to the said Plot.

Amenity Space / Public Utility Plot :

Open Space of _____ Sq. Mtrs.; Amenity Space of _____ 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, "_____" 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 Vendor/Promoter has 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 Vendor/Promoter hereby declares that there are no civil / criminal case is pending with respect to the said land.

Disclosure regarding reservation in said land :

The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from local authority, area under ____ m. road widening admeasuring _____ Sq. Mtrs., Internal Roads _____ Sq. Mtrs.; Open Space _____ Sq. Mtrs. are to be handed over to the local authority. Apart from this, the Vendor/Promoter declares that there is no reservation or acquisition on any

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part of the said land.

Disclosure regarding legal entity for Plot Owners :

The Vendor/Promoter hereby declares 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 (Association / 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 vicinity of Village – Wela Harishchandra and that is when shethe came to know through Real Estate Agent _____ having Maha RERA Certificate No. _____ about the said project of the Vendor/Promoter. The Vendor/Promoter have disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed her/his readiness and willingness to purchase the **Plot No.** _____ out of the project known as "_____" which is more particularly described in the **Schedule B** and location of the 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 Vendor/Promoter hereby agrees to sell and the Allottee/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 Vendor/Promoter is required to execute a written agreement with the Allottee/Purchaser for the sale in respect of the said Plot and therefore, Vendor/Promoter 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 as and when called upon by the Purchaser.

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.

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

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I **Obligation of the Vendor/Promoter :**

(1) Said Plot :

As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendor/Promoter has 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 Vendor/Promoter hereby assures to provide the Development Works in the Project more particularly described in **Schedule C.**

(3) Adherence to Sanctioned Plan & other permissions :

The Vendor/Promoter 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 Vendor/Promoter 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 to the Vendor.

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 Vendor/Promoter hereby assures that they shall give possession of the said Plot to the Allottee/Purchaser within a period of 6 (Six) 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 Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter hereto.

Provided further that the Vendor/Promoter 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

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including Release Letter.

(6) Plot Release Certificate :

The Vendor/Promoter hereby assures to obtain Release Letter for plots from Nagpur Metropolitan Region Development Authority, Nagpur on or before Registration of Sale Deed.

(7) 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 / Gramparichayat and the entitled / usage of the same, shall always be subject to such terms and condition imposed by the Planning Authority / Grampanchayat.

(8) Formation of legal entity :

The Vendor/Promoter hereby assures that it will form Association / 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 Association /society formation documents and procedural delays on account of Co-operative department will not be to the account of the Vendor/Promoter.

(9) Conveyance / Sale Deed :

The Vendor/Promoter hereby assures to convey the independent Plot to the Allottee / Purchaser within a period of 1 (One) Month after Release Letter of said Plot or 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 Vendor/Promoter and has No Objection against the Vendor/Promoter 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 accepts the procedure as mentioned and detailed hereunder.

The Vendor/Promoter shall send the proposed changes in the plan/specifications to the

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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 / e-mail 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 Vendor/Promoter.

(4) Consideration Amount :

After due discussions, diligence and negotiations between the Vendor/Promoter and the Allottee/Purchaser, the Allottee/Purchaser hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter as per the payment schedule more particularly described in **Schedule D.**

(6) Early payment :

If the Vendor/Promoter obtains the Release Letter of Plot 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

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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 Association /Society. In no circumstances the Vendor/Promoter 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 Vendor/Promoters, before delivery of possession of the said Plot, the following amounts:

i) Rs. _____/- Association /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 / e-mail of installment by the Vendor/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 grampanchayat / 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 Vendor/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 Vendor/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 Association /Society byelaws or regulations :

The Allottee/Purchaser shall observe and perform all the rules and regulations which the Association / Co-operative Society may adopt at its inception and the additions,

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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 Vendor/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 :

Vendor/Promoter specifically communicates to the Allottee/Purchaser that the Allottee/Purchaser shall make the payments for Consideration Amount to the Vendor/Promoter by Demand Draft or by local

cheques drawn in the name of **KAHNORIA BROTHERS COLLECTION ACCOUNT** or by electronic mode of transfer.

NEFT/ RTGS details are as under;

i. Account Holder Name **KAHNORIA BROTHERS COLLECTION ACCOUNT**

ii. Bank Name -: **HDFC BANK**

iii. Branch :- **Ramdaspeth, NAGPUR**

iv. Account Number :- **50200044644079**

v. IFSC code :- **HDFC0004497**

vi. Account type : **Current**

(3) Change in consultants :

The Vendor/Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.

(4) Termination of Agreement by Vendor/Promoter :

Without prejudice to the right of the Vendor/Promoter 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 Vendor/Promoter shall serve a notice of 15 days in writing / e-mail 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 Vendor/Promoter within a period of 15 days, then the Vendor/Promoter 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 Vendor/Promoter is 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

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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 Vendor/Promoter, then the Vendor/Promoter 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 Vendor/Promoter is 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 : _____

e-mail : _____

Name of Vendor/Promoter : **KAHNORIA BROTHERS COLLECTION ACCOUNT**

Address : **Plot No.32, Central Avenue, Nagpur – 440 018**

e-mail : kahnoriainfra@gmail.com

It shall be the duty of the Allottee/Purchaser and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter 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 Vendor/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 Vendor/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 Vendor/Promoters staff in the Lay-out :

The Allottee/Purchaser shall permit the Vendor/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

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thereof.

(9) Movement of men and material :

The Allottee/Purchaser is well aware that the Vendor/Promoter 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 Nagpur Metropolitan Regional Development (NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/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 Nagpur. 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 Vendor/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoters will attend such office and admit execution thereof.

(13) Stamp Duty

The Allottee/Purchaser herein has paid Stamp Duty of **Rs.** _____/- along with appropriate registration fees as per Maharashtra Stamp Act, 2015.

SCHEDULE – A

(SAID ENTIRE PROJECT LAND)

ALL THAT Piece and parcel of Non Agricultural land bearing Khasra/Survey/Gut No. 13/3 (Old Kh. No. 13), having an area of 3.07 Hectares (i.e. 30700 Sq. Mtrs.), Land Revenue Rs. 16.30/-, (consisting of various Plots of different sizes therein), held in Occupancy Class-1 Rights of Mouza – WELA HARISHCHANDRA, P.S.K. 38, including all other easementary rights appurtenant and belonging thereto, both situated at Village – WELA HARISHCHANDRA, within the limits of Grampanchayat – WELA (HARI) in Tahsil – NAGPUR (RURAL) and District – NAGPUR and bounded as under :-

ON THE EAST	-	**LAND OF SURVEY KH. NO. 12,**
ON THE WEST	-	**LAND OF SURVEY KH. NO. 13/2,**

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ON THE NORTH	-	KH.NO.12 GOTAL-PANJRI ,
ON THE SOUTH	-	ROAD.

SCHEDULE – B
(SAID PLOT)

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 "_____", and the said Plot is bounded as under –

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

SCHEDULE- C
DEVELOMENT WORKS OF THE PROJECT

1) Cement Concrete Road
2) Sewage Line
3) Strom Drainage Line
4) Water Pipe Line
5) Open space Compound wall
6) Sewage Treatment Plant
7) Rain Harvesting Chamber
8) Electric Network with Transformer
9) Street Light
10) Common Lay-out fencing with barbet wire & Cement Concrete Poll
11) Paver Blocks

SCHEDULE- D
(PAYMENT SCHEDULE)

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor/Promoter as Earnest Money by Cheque No. _____ dated _____ drawn on

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_____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Promoter.

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor/Promoter 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 Vendor on or before _____ at the time of registration of Sale Deed or possession whichever is earlier.

Rs. (TOTAL RUPEES _____ ONLY).

IN WITNESS WHEREOF the VENDOR/PROMOTER 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 coersion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR 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			

(SANJAY PURANMAL AGRAWAL)
(Proprietor KAHNORIA BROTHERS)
VENDOR/PROMOTER

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02

ALLOTTEE/PURCHASER

WINTESSES :-

I

WITNESS NO. 1

II

WITNESS NO. 2

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