



महाराष्ट्र MAHARASHTRA

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NAGPUR 11555555
VK 022157

mp Head Clerk / Sr. Clerk

AGREEMENT TO SELL FOR RS.

/- ONLY

(RUPEES

ONLY)

SELL VALUE (AFTER DEDUCTION OF SUBCIDY RS.2,50,000/-

(RUPEES

ONLY)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this

_____ Day of _____, 2019, BETWEEN : SHRI. DEEPAK S/O

MADHAVRAO NILAWAR Aged about 60 Years, Occupation – Business, Income Tax Permanent Account No. AAOPN3385R, Aadhar Unique Identity No. 885431146395, Resident of Rahate Colony, Wardha Road, Nagpur-440010, Tahsil and District - NAGPUR; Proprietor of **M/s. MADHAV INFRA** a Proprietary Concern, having its Office at 2nd Floor, Bhawani Chambers, Ajani Square, Wardha Road, Nagpur-440015, hereinafter called the “**VENDOR / DEVELOPER**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR/DEVELOPER**” as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

१. दस्तावेज प्रकार : अंतर्देशित करार

Ag

२. देखत नोंदणी क्रमांक : अनिल राय १

३. नोंदणी प्रमाण अवधीत : दुयान विनायक फादर-मन भाने

४) विनयकारीय रूपाने

५) अधिकृत व्यक्ती

MADHAV INFRA

६) मुद्रांक विकत द्या-याचे नाव

७) दुसऱ्या फादराचे नाव

८) देखत करार-द्वारे त्याचे नाव

PROPRIETARY

९) मुद्रांक शुल्का रक्कम

१०) मुद्रांक शिबिरी नोंद अली अनु-कर्मक

११) मुद्रांक विकत द्या-याची संधी

15093

Ami
26 AUG 2019

अश्विन एस. शिबिरी

मुद्रांक विकत द्या-याचे नाव : १५०९३ मद्रास ४६६६६६६६
वित्तविकारी परिणत, व कागदपत्र, मद्रास एमए

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

hereinafter called the “PURCHASER(S) (S)”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “PURCHASER(S) (S)”, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

1. WHEREAS the Vendor/developer/ Developer named hereinabove own and possess the properties comprising ALL THOSE Pieces and Parcel of Agricultural Lands bearing Survey / Khastra / Gut Nos. 85, 89/2, 89/3, 97/1, 97/2, 97/3, 97/4 & 97/5 of MOUZA – KANHOLI (Jumde), P.S.K. 48, having an area of 3.86 Hectares, 1.15 Hectares, 1.15 Hectares, 1.09 Hectares, 1.16 Hectares, 1.09 Hectares, 1.16 Hectares and 1.16 Hectares respectively, thus totaling 11.82 Hectares (OR 29.20 Acres), Rental Rs. 2.50 Yearly, Rs. 0.66 Yearly, Rs. 0.66 Yearly, Rs. 1.09 Yearly, Rs. 1.10 Yearly, Rs. 1.08 Yearly, Rs. 1.11 Yearly and Rs. 1.11 Yearly respectively, all held in Occupancy Class-1 Rights, Khate No. 1575 & 114 and including all other easementary rights appurtenants and belonging thereto, all situated at Village - Kanholi (Ju), within the limits of the Grampanchayat – Kanholi (Ju) in Tahsil - Hingna and District – NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as “the project land”*); more particularly described in the Schedule hereunder written; AND

2. WHEREAS the Vendor/Developer named hereinabove decided to develop the aforesaid entire lands into Residential/Commercial Estate to be known and styled as “AADHAR NAGARI” the Vendor/Developer named hereinabove has submitted a proposal to Regional Board of Maharashtra Housing Development Authority (MHADA) for construction of Apartments/Tenements/Row Houses for Economical Weaker Section as per the Government of Maharashtra Notification No. Prayo/2017/Pra.Kra.12/GruNIDho- 2/Shikana Dated 11-01-2018 under the Affordable Housing Component with Private Public Partnership in PMAY Scheme accordance with the directives as may be issued/or amended from time to time by the said Authority under the said Scheme; AND

WHEREAS the said proposal is approved by the Development Authority as Central Sanctioning and Monitoring Committee (CSMC), Ministry of Housing and Urban Affairs, Government of India in its on 25-02-2019; AND

3. WHEREAS the Vendor/Developer has now decided to start the allotment of different types of residential & commercial unit as per desire and choice of the prospective customers so as to facilitate for the construction of various Row Houses / Semi Detached Bungalows and Convenience Shop each consisting of various self contained separate Houses therein and to be collectively known and styled as layout "AADHAR NAGARI" according to the Plans. Layout Plan Sanction Date **09/08/2019** No. **PMAY/209/2019**.

WHEREAS the Purchaser(s) (s) hereinabove named has/have satisfied herself/himself/themselves in respect of the Vendor / Developers' title to the said to the property as good, valid and marketable as per the documents/papers and Building Plan submitted to the MHADA Mumbai.

WHEREAS the Purchaser(s) has/have also seen and approved the tentative Plans of the said Township Project and the Multistoried Buildings proposed to be constructed thereon; AND Building Plan Sanction Date _____, No. _____.

WHEREAS the Purchaser(s) (s) being desirous of owning a Property for her/his/their Residential use proposed to be constructed in the said complex with heritable and transferable rights therein has/have approached the Vendor/Developer and expressed her/his/their desire and willingness to purchase a Plot of land bearing admeasurements _____ SQ. Carpet area _____ SQ. B/U Area _____ SQ. (as per MHADA Sanction) RowHouse TOGETHERWITH the entire R.C.C. Superstructure comprising RowHouse No. _____ of Type " _____", out of the entire Township Project/Complex proposed to be constructed thereon and to be collectively known and styled as "AADHAR NAGARI" and after detailed negotiations she/he/their also agreed to pay, provide and contribute the entire cost of construction of the said residential unit and also the cost of the said Plot of land to the Vendor/Developer here in above named; AND

4. WHEREAS, the Vendor / Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____ & Dated _____.

WHEREAS, the Vendor / Developer has sole and exclusive right to sell the Semi Detached Bungalows/Tenements in the said Area to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser(s) of the various Residential Units and to receive the sale consideration in respect thereof; AND

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor / Developer hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the said Residential Unit.

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

THAT, the aforesaid Project consists of a Row Houses / Semi Detached Bungalows/Tenements each consisting of various self Land and to be known and styled as "AADHAR NAGARI" consists of RowHouses, independent and separate. Thus there are in all RowHouses, independent and self contained separate.

i) The Purchaser(s) hereby agrees to purchase from the Vendor / Developer and the Vendor / Developer hereby agrees to sell to the Purchaser(s) Row Houses / Shop Semi Detached Bungalows to be paid by the Purchaser(s) to the Developer/ Promoter towards the said Apartment hereinafter referred to as the "**Consideration amount**". The Vendor / Developer specifically declares and the Purchaser(s) hereby understood and agrees that the consideration amount.

The Purchaser(s) has paid on or before execution of this Agreement a sum of Rs. _____ /- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor / Developer the balance amount of Rs _____ /-

(Rupees _____ Only) in the following manner:-

SCHEDULE – "E"

i) Rs. _____ /- (Amount of Booking)

ii) Rs. _____ /- (_____) Only
(15% of the total consideration) paid by at the time of Booking & on execution of this Houses.

iii) Rs. _____ /- (_____) Only
(25% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the Plinth of the building / wing in which the said Houses is located.

iv) Rs. _____/-

(_____) Only
(20% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the slabs and stilts of the building or wing in which the said Houses is located.

v) Rs. _____/-

(_____) Only
(20% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the walls, internal plaster of the building or wing in which the said Houses is located.

vi) Rs. _____/-

(_____) Only
(10% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the floorings, doors and windows of the building or wing in which the said Houses is located.

vii) Rs. _____/-

(_____) Only
(10% of the total consideration)
agreed to be paid by the Purchaser(s) to the Vendor / Developer against and at the time of Completion of the Houses to the Purchaser(s) on or at the time of sale deed.

Viii) Rs. 2.50,000 /-

(Two Lakh Fifty Thousand Rs.) Only

The Private Partner Shall construct tenements under PMAY component as approved by CSMC as well as Planning Authority for which the Private Partner will be entitled for Rs. 1.50 /- Lakhs Central Assistance and Rs. 1.00 /- Lakh State Assistance per Dwelling unit under Pradhan Mantri Awas Yojana.

Rs. _____/-

(_____) ONLY

The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor / Developer by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes,

premiums.

Without prejudice to the right of the Vendor / Developer to charge interest on delayed payment, if the Purchaser(s) commits three defaults on making payment as per the stages mentioned **Schedule – “E”** then the Developer/ Promoter shall serve a notice of 15 days in writing to the Purchaser(s) informing its intention to terminate this Agreement and if the Purchaser(s) fails to rectify the breach as mentioned by the Vendor / Developer within a period of 15 days, then the Vendor / Developer 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 90 days of termination. In the event of termination Vendor.

5. The Vendor / Developer shall give possession of the Houses / RowHouses to the Purchaser(s) within 30 months from the start of work, necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor / Developer any other reasonable cause and the Purchaser(s) agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor/Developer.

Provided further that the Vendor / Developer shall not deliver the actual physical possession of the said Houses to the Purchaser(s) until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees (As per GR) and GST, etc. are paid by the Purchaser(s) in full to the Vendor/ Developer hereto.

THAT the Purchaser(s) hereby agrees not to occupy the said Houses without prior written permission of the Vendor/Developer else Purchaser(s) shall be treated as a trespasser.

THAT the Vendor / Developer does hereby agree with the Purchaser(s) that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including (As per GR) and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser(s), the Vendor / Developer will execute a proper Sale Deed relating to the interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Houses hereby agreed to be sold in favour of the Purchaser(s) only and get the same duly registered at the costs of Purchaser(s) in accordance with the law in force provided the Purchaser(s)

shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser(s) to the Vendor/Developer.

SPECIFICATIONS :

STRUCTURE	:	R.C.C. Framed Structure
WALLS	:	External wall 6" thick & internal wall 4.5" thick with smooth plain plaster
DOORS	:	R.C.C. Frame and Painted flush doors
WINDOWS	:	Aluminium sliding windows with MS Grill
FLOORINGS	:	Vitrified tiles in all rooms
KITCHEN	:	Green Marble Kitchen otta with S S Sink upto 2" height tiles.
TOILETS	:	Glazed tiles for dado upto 3" height and anti skid tiles in flooring
PAINTING	:	Oil bound distemper to inside wall & water proof paint to outer walls
PLASTERING	:	cement Plaster shall be provided from outside/ Inner Side.
ELECTRIFICATION :		Concealed pipe wiring work 2.5 points in every room, extra point for cooler, power point in kitchen in bathroom.
PLUMBING AND SANITORY WORK :		UPVC pipe Line with UPVC fittings. Orissa pan / commode in w.c, 1 wash basin per tenement.

6. ENTIRE AGREEMENT : This Agreement, along with its schedules 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 apartment/plot/building, as the case may be.

7. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees (As per GR) and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser(s) .

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

FIRST SCHEDULE REFERRED TO

ABOVE (PROPERTY TO BE
DEVELOPED)

ALL THAT Piece and Parcel of Land bearing Survey / Khasra / Gut Nos. 85, 89/2, 89/3, 97/1, 97/2, 97/3, 97/4 & 97/5 of MOUZA – KANHOLI (Jumde), P.S.K. 48, having an area of 3.86 Hectares, 1.15 Hectares, 1.15 Hectares, 1.09 Hectares, 1.16 Hectares, 1.09 Hectares, 1.16 Hectares and 1.16 Hectares respectively, thus totaling 11.82 Hectares, including all other easementary rights appurtenant and belonging thereto, situated at Village – Kanholi (Ju), in Tahsil - Hingna and District – NAGPUR and bounded as under:-

ON THE EAST - BY 15mm SHIVROAD,
ON THE WEST - BY S. NO. 84
ON THE NORTH - BY VASTU & GRESS S. NO. 54/90
ON THE SOUTH - BY LAND OF SOCIETY.

SCHEDULE – "B" ABOVE REFERRED TO

The said Row House / Semi Detached Bungalow /Apartment is bounded as under :

ON THE EAST : BY _____
ON THE WEST : BY _____
ON THE NORTH : BY _____
ON THE SOUTH : BY _____

DEEPAK MADHAVRAO NILAWAR
Proprietor MADHAV INFRA
VENDOR/DEVELOPER

(_____)
PURCHASER(S)