AGREEMENT TO SELL

VALUED AT RS. ...../-

(RS. ..... ONLY)

M. R. RS. ...../-

THIS AGREEMENT TO SELL is executed at Nagpur on this ..... day of ..... Year TWO THOUSAND TWENTY BY AND BETWEEN:

01. **M/S NIVI INFRASTRUCTURES,** a proprietary concern acting through its sole proprietor **SHRI ROHAN S/O VINAYAKRAO RAROKAR,** {PAN : AJYPR6218C} {UID : 5544 1941 2253} aged about 32 years, Occupation : Agriculturists/Business, Resident of Plot No. 1839, Bhandara Road, Pardi, Nagpur - 440035, here-in-after known and referred to as **"THE SELLER/PROMOTER"** which expression shall unless repugnant to the context or meaning thereof always mean and include the SELLER/PROMOTER as well as its proprietor, his heirs, Legal Representatives, Executors, Administrators, Successors and Assignees of the FIRST PART, AND;

02. **SHRI / SMT. .....,** {PAN : .....} {UID : ..... } aged about ..... years, Occupation : Business/Service/Housewife, Resident of .... -....., here-in-after known and referred to as **"THE PURCHASER/ALLOTTEE"** which expression shall unless repugnant to the context or meaning thereof always mean and include the PURCHASER/ALLOTTEE as well as his/her/their heirs, legal representatives, executors, administrators, successors and assignees of THE SECOND PART, AND;

WHEREAS, the SELLER/PROMOTER is the sole and exclusive owner of sanctioned Lay Out known as "NIRMAL SHRISHTI – I" carved on ALL THAT piece and parcel of non agricultural land bearing Kh. Survey No. 6, admeasuring about 8500.00 Sq. Mtrs., Land Revenue assessment Rs. 252.00 yearly, with Occupant Class I Bhumiswami rights, situated at MAUZA : DEWAPUR, P. H. No. 77, Tahsil : HINGNA, District : NAGPUR, (hereinafter referred to as "the project land"), AND;

WHEREAS, originally the said land bearing old Survey No. 4/3 admeasuring about 1.01 Hectares was owned by Natthu Rama Sonule and Punya Rama Sonule. Punya Rama Sonule expired on 08.10.1956 bachelor and on death his share in the said land was inherited by Shri Natthu Rama Sonule as per records of Adhikar Abhilekh Panji prepared u/s 115 of Madhya Pradesh Land Revenue Code, 1954, AND;

WHEREAS, under resurvey and remeasurment under the consolidation proceedings the old Survey No. 4/3 was renumbered as New Survey Gat No. 6 in the year 1982-83 and out of area of 1.01 Hectares the area of land admeasuring about 0.16 Hectares is acquired for Canalization, AND;

WHEREAS, Shri Natthu Rama Sonule sold the said land of Kh. Gat No. 6 to Shri Saleem Aziz Kharwa and Shri Ramesh Lehrumal Balani

jointly by Sale Deed dt. 30.12.2008 registered with Sub Registrar Hingna in Book No. 1 registered at Sr. No. 425 dt. 27.01.2009 and their names were mutated in revenue records as the co-owners of the said land vide Ferfar No. 129 dt. 24.02.2009, AND;

WHEREAS, said Shri Saleem Aziz Kharwa and Shri Ramesh Lehrumal Balani jointly sold the said land of Kh. Gat No. 6 to the PROMOTER here-in by Sale Deed dt. 24.05.2016 registered with Sub Registrar Hingna in Book No. 1 registered at Sr. No. 2691 dt. 20.06.2016 and the name of the PROMOTER here-in was mutated in revenue records as the sole and exclusive owner of the said land vide Ferfar No. 1008, AND;

WHEREAS, the user of the said land was converted into Non agricultural Use i.e. for residential purposes by virtue of Order dt. 05.05.2017 passed by The Collector, Nagpur in Revenue Case No. 233/NAP-34/2016-17 and the residential layout plan for the said land was duly sanctioned and approved by Nagpur Metropolitan Regional Development Authority, Nagpur, AND;

WHEREAS, the SELLER/PROMOTER is developing the said entire land into a Residential lay out known as “NIRMAL SHRISHTI - I”, and decided to sell the various plots as per the said plan to the prospective interested buyers, AND;

WHEREAS, the SELLER/PROMOTER has got the Project registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority, MAHARERA and the said Authority has granted Project Registration No. P505000……., AND;

WHEREAS, the SELLER/PROMOTER has now decided to sell the various Residential lay out Plots in the lay out carved on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said project land so that the funds of the prospective buyers in the said scheme are utilised for development and the said scheme can be completed at earliest possible time, AND;

WHEREAS, the PURCHASER/ALLOTTEE hereinabove being interested to own one of the Residential lay out Plot in the said project, approached the SELLER/PROMOTER herein and visited the office of the SELLER/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and SELLER/PROMOTERS authority and right to develop the said land and to sell the various lay out plots in the said scheme to the prospective buyers, AND;

WHEREAS, the PURCHASER/ALLOTTEE having come to know about the Development of the said land into a Layout of Residential lay out has approached the SELLER/PROMOTER for purchase of one of the said Layout Plot’s duly numbered by the SELLER/PROMOTER in the said Layout as the **Plot No. ……..** for an agreed consideration, AND;

WHEREAS, on demand from the PURCHASER/ALLOTTEE, the SELLER/PROMOTER has given inspection to the PURCHASER/ALLOTTEE of all the documents of title relating to the project land and the plans prepared by the SELLER/PROMOTER's Architects Shri Aditya Indurkar and Shri Varun Deshmukh of Nagpur and of such other documents 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, AND;

WHEREAS the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of property records i.e. 7/12 or any other relevant revenue record showing the nature of the title of the SELLER/PROMOTER to the project land on which the Residential lay out is carved have been annexed hereto, AND;

WHEREAS, the authenticated copies of plans of the Layout as proposed by the SELLER/PROMOTER and according to which the lay out plots, open spaces, amenities spaces and lay out road etc. are proposed to be provided in the said project have been annexed hereto, AND;

WHEREAS, the SELLER/PROMOTER has got the approvals from the concerned local authority(s) to the plans, the specifications, and shall obtain the balance approvals from various authorities from time to time, so as to obtain Release Letters or Occupancy Certificate of the said lay out plots, AND;

WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the SELLER/PROMOTER while developing the project land and upon due observance and performance of which only the Release Letter for construction in respect of the said lay out shall be granted by the concerned local authority, AND;

WHEREAS, the SELLER/PROMOTER has accordingly commenced development activities in the said project, AND;

WHEREAS, the PURCHASER/ALLOTTEE has applied to the SELLER/PROMOTER for allotment of Residential Lay Out Plot and negotiated for purchase of **Plot No. ……..** in the said layout with the SELLER/PROMOTER hereinabove and finally agreed to purchase said plot for a consideration of RS. ……../- (RS. …….. ONLY), AND;

WHEREAS, the PURCHASER/ALLOTTEE has accordingly agreed for purchase of the said **Plot No. ..... ,** admeasuring about …….. Sq. Mtrs. for the aforesaid consideration and the SELLER/PROMOTER has all rights to transfer the Layout Plot as per the Layout Plan agreed to sell the said Plot to the PURCHASER/ALLOTTEE herein with all rights therein agreeing inter-alia that it will execute a SALE DEED in respect of the said Plot in favour of the PURCHASER/ALLOTTEE after completing necessary formalities and on receipt of agreed consideration, 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, prior to the execution of these presents the PURCHASER/ALLOTTEE has paid to the SELLER/PROMOTER a sum of RS. ……../- (RS. …… ONLY), being part payment of the sale consideration of the Residential lay out plot agreed to be sold by the SELLER/PROMOTER to the

PURCHASER/ALLOTTEE as advance payment or Application Fee (the payment and receipt whereof the SELLER/PROMOTER both hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has/have agreed to pay to the SELLER/PROMOTER the balance of the sale consideration in the manner hereinafter appearing, AND;

WHEREAS, under section 13 of the said Act the SELLER/PROMOTER is required to execute a written Agreement for sale of said Residential 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 SELLER/PROMOTER hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase the Residential lay out plot.

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

01. The SELLER/PROMOTER shall develop the Residential Lay Out on the parcel of land described above known and styled as “NIRMAL SHRISHTI - I”, consisting of various residential Lay Out plots of different sizes, open space, Amenity Space, Public Utility land etc. as approved by the concerned local authority from time to time.

1(a) The PURCHASER/ALLOTTEE hereby agrees to purchase from the SELLER/PROMOTER and the SELLER/PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE the Residential Lay Out **Plot No. ..... ,** admeasuring ..... Sq. Mtrs. (hereinafter referred to as "the property ") as shown in the plan hereto annexed for consideration of RS. ...../- (RS. .... ONLY).

1(b) The PURCHASER/ALLOTTEE has paid on or before execution of this agreement a sum of RS. ...../- (RS. ..... ONLY) as advance payment or application fee and hereby agrees to pay to that SELLER/PROMOTER the balance amount of RS. ...../- (RS. ..... ONLY) in the following manner :-

MANNER OF PAYMENT

AMOUNT RS.	PARTICULARS
...../-	Paid by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER by account payee Cheque bearing No. ..... dt. .....2020 drawn on ..... Bank.
...../-	Paid by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER by account payee Cheque bearing No. ..... dt. .....2020 drawn on ..... Bank.
...../-	Total Rs.

MANNER OF FURTHER PAYMENT

Amount Rs.	Payable by PURCHASER/ALLOTTEE at the time of

……../-	payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER on or before …….
……../-	payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER on or before …….
……../-	payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER on or before …….
……../-	payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER at the time of handing over of the possession and/or execution of the Sale Deed of the Residential Lay Out Plot to the PURCHASER/ALLOTTEE on or after receipt of Release Letter i.e. on or before ……...
……../-	Total Rs.

1(c) 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 SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the SELLER/PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.

1(d) The SELLER/PROMOTER 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 and shall before handing over possession of the Lay Out Plot to the ALLOTTEE/ PURCHASER obtain the Release Letter from the concerned local authority.

02. Time is essence for the SELLER/PROMOTER as well as the PURCHASER/ALLOTTEE. The SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the possession of lay out plot to the PURCHASER/ALLOTTEE.

Similarly, the PURCHASER/ALLOTTEE shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of development by the SELLER/PROMOTER.

03. If the SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the possession of Lay Out Plot to the PURCHASER/ALLOTTEE, the SELLER/PROMOTER agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/ALLOTTEE agrees to pay to the SELLER/PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER.

04. Without prejudice to the right of SELLER/PROMOTER to charge interest, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER under this Agreement and on the PURCHASER/ALLOTTEE committing two defaults of payment of instalments, the SELLER/PROMOTER shall at its own option, may terminate this Agreement:

Provided that, SELLER/PROMOTER shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the SELLER/PROMOTER within the period of notice then at the end of such notice period, SELLER/PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the SELLER/PROMOTER shall refund to the PURCHASER/ALLOTTEE, subject to deduction of a sum of 22% plus the amount of interest chargeable at the rate prescribed, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Residential Lay Out Plot which may till then have been paid by the PURCHASER/ALLOTTEE to the SELLER/PROMOTER.

05. The SELLER/PROMOTER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:

i. The SELLER/PROMOTER has good, valid, clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project and has absolute right and full authority to convey, assign and transfer the plot by way of sale to the PURCHASER/ALLOTTEE absolutely for ever.

ii. The SELLER/PROMOTER 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 development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. The SELLER/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/ALLOTTEE created herein, may prejudicially be affected;

vi. The SELLER/PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;

vii. The SELLER/PROMOTER confirms that the SELLER/PROMOTER is not restricted in any manner whatsoever from selling the said Residential lay out plot to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the SELLER/PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

ix. The lay out plot hereby agreed to be sold is the separate property belonging to the SELLER/PROMOTER alone and that none except it has any manner of right, title or interest whatsoever in respect of the same and the same is free from any encumbrances charges or mortgage. The SELLER/PROMOTER further covenant that it has not agreed to sell the said layout plot to any one else except the PURCHASER/ALLOTTEE hereinabove.

06. The SELLER/PROMOTER shall give possession of the Residential Lay Out Plot to the PURCHASER/ALLOTTEE on or before ....TH day of …… 2022 If the SELLER/PROMOTER fails or neglects to give possession of the plot hereby agreed to be sold to the PURCHASER/ALLOTTEE on account of reasons beyond its control and of its agents by the aforesaid date then the SELLER/PROMOTER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by it with interest at the same rate from the date the SELLER/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the PURCHASER/ALLOTTEE shall not deliver the actual physical possession of the plot hereby agreed to be sold to the PURCHASER/ALLOTTEE until the entire Consideration including Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the PURCHASER/ALLOTTEE in full to the SELLER/PROMOTER hereto.

Provided further that the SELLER/PROMOTER shall be entitled to reasonable extension of time for giving delivery of plot hereby agreed to be sold on the aforesaid date 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 including Release Letter.

07. That it is agreed by the PURCHASER/ALLOTTEE that after taking over of the possession of plot hereby agreed to be sold he/she/they shall get the Building Plan of the proposed building to be constructed on the said plot of land sanctioned at his/her/their own costs from the appropriate authorities and shall commence the construction activities and complete the same within the time period

in accordance to the rules and regulations of the sanctioning authority and the PURCHASER/ALLOTTEE agrees to abide by all the prevailing land laws.

08. It is agreed that the PURCHASER/ALLOTTEE shall obtain he/she/they has/have own electric meter on payment of necessary deposit, connection charges, overhead expenses to the MSEB / SNDL as and when required.

09. It is agreed that the PURCHASER/ALLOTTEE shall if required will become member of the society and or association for carrying out the management of the said entire layout and shall abide by the rules and regulation framed thereon. It is also agreed that the PURCHASER/ALLOTTEE shall contribute for maintenance which shall be used for day to day maintenance of the said Layout, if required.

10. That parties hereby covenants with each other that the terms and conditions of this Agreement may be amended through written consent of the Parties and by executing and registering additional supplemental / Amendment Agreement.

11. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

12. That all notices to be served on the PURCHASER/ALLOTTEE and the SELLER/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/ALLOTTEE or the SELLER/PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses.

13. That, any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

14. THAT it is agreed that the SELLER/PROMOTER shall execute the Sale Deed of the said plot in favour of the PURCHASER/ALLOTTEE or his/her/their nominees or in favour of any one to whom the PURCHASER/ALLOTTEE directs without any objections or hindrance whatsoever.

15. It is agreed that necessary expenses, legal costs, charges and expenses, including professional costs charges, Stamp Duty etc., for execution of this Agreement and Sale Deed / Conveyances shall be borne and payable by the PURCHASER/ALLOTTEE.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of **Plot No. .....** , admeasuring about ..... Sq. Mtrs. (dimensions as shown in the Plan) in the layout known as **"NIRMAL SHRISHTI - I"**, situated on / carved on ALL THAT piece and parcel of non agricultural land bearing Kh. Survey No. 6, admeasuring about 8500.00 Sq. Mtrs., Land Revenue assessment Rs. 252.00 yearly, with Occupant Class I Bhumiswami rights, situated at MAUZA : DEWAPUR, P. H. No. 77, Tahsil : HINGNA, District : NAGPUR and the said plot is bounded as under:

ON THE NORTH	:	ROAD/PLOT NO. .....
ON THE EAST	:	ROAD/PLOT NO. .....
ON THE WEST	:	ROAD/PLOT NO. .....
ON THE SOUTH	:	ROAD/PLOT NO. .....

SIGNED AND DELIVERED BY THE WITHIN NAMED
PURCHASER/ALLOTTEE:

Shri/Smt. .....
at Nagpur in the presence of
Shri

SIGNED AND DELIVERED BY THE WITHIN NAMED

.....
ROHAN VINAYAKRAO RAROKAR
Proprietor
M/S NIVI INFRASTRUCTURES
at Nagpur in the presence of
Shri