

AGREEMENT FOR SALE

MOUZA – PENDHARI (RITHI)
WITHIN THE JURISDICTION OF SUB REGISTRAR HINGNA

As per Govt. Ready Recknor Item No. _____, Page No. _____ @ Rs. _____/- Per Sq. Mtrs.

Market Value Rs. _____/-
Sale Consideration Rs. _____/-
Stamp Duty Rs. _____/- & Registration Fee Rs. _____/- is paid

This Agreement for Sale (“Agreement”) is made at Nagpur on this _____ day of _____, 20____.

1) MUSTAFA ALI SHABBAR HASSONJEE, Aged about 44 years, Occupation – Business, Resident of Plot No. 604/B/18, Byramji Town, Nagpur – 440013 {Permanent Account No. ABSPA4479N, Aadhaar Card No. 9329 1001 5643, Mobile No. : 9975561061 & Email ID : royalranches@gmail.com} and **2) MASOOD HASAN S/O. KURBAN HUSSAIN DARIWALA**, Aged about 70 Years, Occ. – Chartered Accountant, Resident of 102, Kasturi Sneh, Byramji Town, Bezonbagh, Nagpur - 440013 {Permanent Account No. AIOPD7576Q, Aadhaar No. 9232 4386 1504, Mobile No. 7758832557 & Email Id : masoodhasa@gmail.com} acting through his Constituted Attorney **MUSTAFA ALI SHABBAR HASSONJEE**, Aged about 44 years, Occupation – Business, Resident of Byramji Town, Nagpur – 440013 (Hereinafter individually called to and referred as the Vendor / Promoters No. 1 and Vendor / Promoters No. 2 respectively and collectively referred to and called as the **Vendors / Promoters**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendors / Promoters, as well as, their respective legal heirs, representatives, successors, administrators, executors, agents and / or assigns) of the **ONE PART**.

AND

_____, Aged about ____ Years, Occupation – _____, Resident of _____ {Permanent Account No. _____, Aadhar Card No. _____, Mobile No. _____, Email Id : _____} (Hereinafter referred to and called as the **Purchaser / Allottee**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Purchaser / Allottee as well as his legal heirs, representatives, executors, administrators, successors and assigns) of the **OTERH PART**.

{Where the context so requires, words and expression referring to the parties jointly or individually also include the plural and vice versa. Any Reference to Masculine gender shall wherever required include feminine gender and vice versa.}

WHEREAS, the Promoters are absolute owners and in possession of the property consisting of Non-Agriculture Land bearing Khasra No. 96/3 admeasuring about 1.76 Hectares, Land Revenue (Jama) Rs. 3.50, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights) of Mouza : Pendhri (Rithi), Patwari Halka No. 6 within the limits of Gram Panchayat Pendhri, Situated at Village : Pendhri, Tahsil : Hingna, District : Nagpur

together with all easementary rights appurtenant and belonging thereto (Hereinafter called to and referred as the said 'Land' or 'Project Land' or 'Property' and more particularly described in the Schedule 'A'); AND

WHEREAS, originally the Agriculture Land bearing Khasra No. 96 admeasuring about 5.21 Hectares, Land Revenue (Jama) Rs. 9.71 of Mouza : Pendhri (Rithi), Patwari Halka No. 6 within the limits of Gram Panchayat Pendhri, Situated at Village : Pendhri, Tahsil : Hingna, District : Nagpur (Hereinafter called to and referred as 'Land bearing Khasra No. 96') was owned and possessed by Shri Bhiwa Shewale; AND

WHEREAS, Bhiwa Shewale left for heavenly abode on 10/07/1977 and the aforesaid Land bearing Khasra No. 96 along with his other properties were succeeded by his daughter Smt. Bayanabai W/o. Lahanuji Sontakke and legal heirs of his predeceased son Shri Abhiman @ Abhimanyu S/o. Bhiw Shewale (Died in the year 1972), namely Smt. Subhadra Abhiman @ Abhimanyu Shewale, Shri Niranjana Abhiman @ Abhimanyu Shewale, Shri Dilip Abhiman @ Abhimanyu Shewale, Shri Yashodhan Abhiman @ Abhimanyu Shewale & Ku. Sanghmitra Abhiman @ Abhimanyu Shewale; AND

WHEREAS, Smt. Bayanabai W/o. Lahanuji Sontakke Smt. Subhadra Abhiman @ Abhimanyu Shewale, & Ku. Sanghmitra Abhiman @ Abhimanyu Shewale have relinquished their respective undivided share, right, interest and possession in the said Land bearing Khasra No. 96 along with other properties in favour of Shri Niranjana Abhiman @ Abhimanyu Shewale, Shri Dilip Abhiman @ Abhimanyu Shewale & Shri Yashodhan Abhiman @ Abhimanyu Shewale by executing Relinquishment Deed dated 19/07/2006 duly registered in the office of Joint Sub Registrar Hingna bearing Document No. 4796/2006 on 11/09/2006; AND

WHEREAS, in pursuance of the Order of the Land Acquisition Officer, Hingna vide its R. C. No. 57/A-65/97-98 land admeasuring 1.23 Hectare is acquired from the aforesaid land bearing Khasra No. 96 for Road in Pench Project of the Government and same is accordingly recorded in the Revenue Records;

WHEREAS, because of Land Acquisition, the remaining land admeasuring about 3.98 Hectares of Agriculture Land bearing Khasra No. 96 was renumbered as Khasra No. 96/1; AND

WHEREAS, Shri Niranjana Abhiman @ Abhimanyu Shewale, Shri Dilip Abhiman @ Abhimanyu Shewale & Shri Yashodhan Abhiman @ Abhimanyu Shewale have sold the said Land admeasuring about 1.76 Hectares out of said Khasra No. 3.98 to the Promoters along with Arif Akhar S/o. Akhtar Sabir, Resident of Gandhibagh, Itwari, Nagpur vide Sale Deed dated 23/10/2008 duly registered in the office of Joint Sub Registrar Hingna bearing Document No. 6327/2008 on even date;

WHEREAS, Arif Akhar S/o. Akhtar Sabir has sold his 1/3rd Share in the said Land to the Promoters by executing Sale Deed dated 03/05/2010 duly registered in the office of Joint Sub Registrar Hingna bearing Document No. 2114/2010 on even date; AND

WHEREAS, the aforesaid land Purchased by the Promoters was renumbered as Survey / Khasra / Gut No. 96/3 having an area of 1.76 Hectares (as per 7'12 extract it is admeasuring about 1.89 Hectares); AND

WHEREAS, the Promoters have decided to develop the layout on said Land and according started the process of same by carving the various plots on the said land; AND

WHEREAS, the Executive Engineer (Metro), Nagpur Metropolitan Region Development Authority Nagpur has recommended the layout Plan of said land vide its Letter No. bearing 2742 dated 20/09/2019 and approved the same vide its Letter No. bearing 3850 dated 10/02/2020; AND

WHEREAS, the land admeasuring about 1.76 Hectares out of 1.89 Hectares bearing Khasra No. 96/3 of Mouza – Pendhari (Rithi) was converted for Non-Agricultural (Residential) Use in terms of the Order of the Collector, Nagpur bearing No. Prastutkar/Jilhadhikari/Kavi-513/2020 Nagpur vide its Order Dated 10/07/2020 passed by the Collector, Nagpur passed in Revenue Case No. 243/NAP-34/Mouza – Pendhri (Rithi)/2019-20; AND

WHEREAS, the Promoters hereby declares that based on the sanctioned Lay-out Plan obtained from local authority, area under Internal Roads is 4381.628 Sq. Mtrs.; Open Space 1997.247 Sq. Mtrs., Public Utility/Amenity Space is 1759.719 and Net area for plots (Plotable Area) is 8088.680 Sq. Mtrs., which shall be handed over to the local authority; AND

WHEREAS, the Nagpur Metropolitan Region Development Authority has approved FSI of 1.955 to the all Plots; AND

WHEREAS, the Promoters have decided to develop the said Layout / Project in a Single Phase; AND

WHEREAS, the Promoters have decided that the proposed Layout shall be known and styled as 'Royal Ranches' (Hereinafter called to and referred as the 'Layout' or 'Proposed Layout' or 'Project'); AND

WHEREAS, the Promoters have entered into a standard Agreement with Palsapure & Associates of Shri N. K. Palsapure, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of 7'12 extract of Village

Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the layout is to be developed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively; AND

WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C'**; AND

WHEREAS, the details of development work and Specification and Amenities for the said Layout is appended herewith as **Annexure 'D'**; AND

WHEREAS, the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____; authenticated copy is attached in **Annexure – 'E'**; AND

WHEREAS, the Promoters 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 and a separate legal entity (Association / co-operative society / Company) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project; AND

WHEREAS, the Promoters have absolute and exclusive right to sell the Plots in the said Project / Layout to be developed by the Promoters on the project land and to enter into Agreement/s with the Allottee(s)/s of the Plots to receive the sale consideration in respect thereof; AND

WHEREAS, the Allottee has applied to the Promoters for allotment of the Plot No. _____ in the said Layout / Project; AND

WHEREAS, on demand from the Allottee, the Promoters have given inspection to the Allottee 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; AND

WHEREAS, In accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoters hereby agrees to sell and the Allottees hereby agrees to purchase the said Plot; 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, the Promoters agrees and undertakes that it shall not make any changes to said Project / Layout except in strict compliance with section 14 of the Act and other laws as applicable; AND

WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Plot agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Plot with the 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 Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Plot upon the terms and conditions mentioned herein:

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

1. The Allottee does hereby agree to purchase and the Promoters do hereby agree to transfer, assign and convey all rights and interest of all that piece and parcel of the property as described in the Schedule 'B', subject to the consideration amount and payment schedule as detailed herein under.

2. CONSIDERATION AMOUNT AND PAYMENT SCHEDULE:

(i) After due discussions, diligence and negotiations between the Promoters and the Allottee, the Allottee hereby agrees to purchase from the Promoters and the Promoters agrees to sell to the Allottee the said Plot for a lump sum consideration Rs. _____/- (Rupees _____ Only) to be paid by the Allottee to the Promoters towards the said Plot hereinafter referred to as the "Consideration Amount" or "Price". 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. The said consideration amount is inclusive of the proportionate price of the common areas, amenities and facilities of the said Layout / Project, the nature, extent and description of which are more particularly described in the Annexure - D.

(ii) The Allottee 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 Promoters the balance amount of Rs(Rupees) in the following manner :-

- a. Amount of Rs...../- (.....) on or before _____.
- b. Amount of Rs...../- (.....) on or before _____.
- c. Amount of Rs...../- (.....) on or before _____.
- d. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Plot to the Allottee on or after receipt of Release Letter of said Plot from the Competent Authority.

(iii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the development of the said Project or sell of the said Plot to the Allottee) up to the date of handing over the possession of the Plot.

(iv) 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 Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Allottee, which shall only be applicable on subsequent payments.

(v) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

(vi) The Promoters shall confirm the Plot area that has been allotted to the Allottee is per the Sanctioned Layout Plan. If there is any reduction in plot area beyond the specified variation limit, then the Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in plot area beyond the specified variation, then the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan and the Allottee shall pay the excess amount to the Promoters. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of Plot.

(vii) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in

his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments, if so required or desired by the Allottee.

Without prejudice to the right of promoter to charge interest as specified in the Rules, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing default of payment of instalment, the Promoters shall at its own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the 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 Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Plot which may till then have been paid by the Allottee to the Promoters.

3. COMPLETION OF DEVELOPMENT WORK AND OBTAINING RELEASE LETTER:

The Promoters hereby assures to provide the Development Works in the Project more particularly described in Schedule D. The Promoters 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. The Promoters 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 of the Plot to the Allottee, obtain from the concerned local authority Release Letter in respect of the said Plot. The Promoters hereby assures to complete the development work

and obtain Release Letter for plots from Nagpur Metropolitan Region Development Authority, Nagpur within ____ from the date of sanction of Layout.

2. POSSESSION DATE OF THE PLOT:

The Promoters hereby assures that they shall give possession of the said Plot to the Allottee upon receipt of entire consideration amount as mentioned above. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoters hereby agrees to pay to the Allottee, 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 for every month of delay till handing over of possession.

Provided further that the Promoters shall not deliver the actual physical possession of the said Plot to the Allottee until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and other dues are paid by the Allottee in full to the Promoters hereto.

Provided further that the Promoters 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 including Release Letter.

The Promoters, upon obtaining the Release Letter from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing to take the possession of the Plot within 3 (three) months from the date of issue of such notice. The Promoters shall give possession of the Plot to the Allottee and the Allottee shall take possession of the Plot accordingly by making payment of Balance Consideration amount.

The Allottee shall be liable to make payment of complete consideration and continue to be liable to pay maintenance charges and other taxes as applicable from the date of Release Letter even if he fails to take Possession of the Plot.

11. CONVEYANCE / SALE DEED:

The Promoters hereby assures to convey the said Plot to the Allottee by executing and registering Sale Deed of said Plot within a period of 3 (Three) Month from the date of issuance of Release Letter of said Plot from the competent authority, subject to payment of full and final consideration from the Allottee, as mentioned above.

12. TIME IS ESSENCE:

Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project & obtaining Release Letter of Plots, handing over the Plot to the Allottee, execution & registration of Sale Deed and transfer of the common areas to the association / society / company of the Plot owners. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement.

13. USE OF THE SAID PLOT:

The Allottee shall use the said Plot or any part thereof or permit the same to be used only for purpose of permitted as per the sanctioned Layout Plan and shall always abide by the rules, regulations, directives, guidelines of the Nagpur Metropolitan Regional Development Authority (NMRDA), Town Planning Department, Nagpur Municipal Corporation, the Collector Nagpur or any other concerned/competent authority. The Allottee shall also abide the terms & Conditions of order of conversation of land for Non Agriculture Residential Use and also of Sanction of Layout by the Competent Authority.

11. MAINTENANCE OF THE PROJECT:

After registration of the Sale Deed the said Lay-out will be maintained by the Association/Society/Company 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/Company. In no circumstances the Promoters will be liable for Maintenance of said Lay-out after formation of Association/Society/Company.

10. TAXES & DUTIES:

The Allottee 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 outgoings pertaining to this shall be paid by Allottee separately.

11. PAYMENT OF PROPERTY TAXES:

The Allottee hereby assures to pay necessary Property taxes / Municipal Taxes to the Gram Panchayat / local authority / Municipal council or Corporation as applicable.

11. ELECTRICITY CONNECTION AND CHARGES:

The Allottee is fully aware that Electricity connection shall be obtained by him from the MSEDCL by completing the requisite formalities and paying the requisite charges / deposits. The Allottee hereby assures to pay necessary water charges as applicable to the competent authority.

11. WATER CONNECTION AND CHARGES:

The Allottee is fully aware that water connection for said Layout is not yet obtained either from the Nagpur Municipal Corporation / Nagpur Metropolitan Regional Development Authority (NMRDA)/ Gram Panchayat and that the demand for water will be fulfilled either through bore-well or Well. The Promoters will only create suitable infrastructure for supply of raw water. The Allottee hereby assures to pay necessary water charges as applicable to the competent authority.

12. INCIDENTAL PAYMENTS:

In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee shall additionally pay to the Promoters, before delivery of possession of the said Plot, the following amounts:

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit for other amenities, utilities and services connection charges &
- (vi) Rs _____ for Legal Charges / Professional Fee and other Expenses incurred.

11. COMMON AMENITIES AND FACILITIES:

It is clearly made known to the Allottee 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 / Gram Panchayat and the entitled / usage of the same, shall always be subject to such terms and condition imposed by the Planning Authority / Gram Panchayat.

12. FORMATION OF LEGAL ENTITY:

The Promoters hereby assures that it will form Association / Co-operative Society / Limited for the Plot Owners of said Lay-out within three months from the date on

which all Plots of said Layout are sold. The Allottee along with other Allottee(s) of the Plots in the said Layout / Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Any delay towards affixing signature of Allottee's on such Association /society formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoters. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendors/Lessor/Original Owners/Promoters in the said Layout.

The Allottee shall have no claim save and except in respect of the Plot hereby agreed to be sold to him/her and all open spaces, public utility spaces, common areas, amenities & facilities, will remain the property of the Promoters until the same is transferred to the Society/Limited Company or other body.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Allottee as follows:

- i.** The Promoters have 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;
- ii.** The Promoters have 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. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Layout 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 and said Layout shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Layout, Open Space, Public Utility Space and common areas;

vi. The Promoters have 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 Allottee created herein, may prejudicially be affected;

vii. The Promoters have 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, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

ix. The Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities, amenities to the Association/Society/Company of the Plot Owners;

x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. REPRESENTATIONS AND WARRANTIES / COVENANTS OF THE ALLOTTEE:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Plot at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Plot is taken and shall not do or suffer to be done anything in or to the Layout in which the Plot is located which may be against the rules, regulations or bye-laws.
- ii. Not to use the said Plot for any illegal or immoral activities.
- iii. Not to do or permit to be done any act or thing which may cause nuisance or disturbance any plot owner of the said Layout.
- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the said Plot or any portion of the project land.

11. SPECIFIC CONSENT OF THE ALLOTTEE ALONG WITH THIS AGREEMENT:

In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoters and has No Objection against the Promoters for the following:

- To develop project as per potential layout annexed herewith as Annexure D.
- 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.

11. SPECIFIC CONSENT OF THE ALLOTTEE (WHEN REQUIRED LATER):

The Allottee 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 Promoters shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee 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 and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee 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.

10. SUB-LET, TRANSFER OF RIGHTS:

The Allottee 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 to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.

11. ABIDING BY ASSOCIATION /SOCIETY / COMPANY BYELAWS OR REGULATIONS:

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

12. TIME EXTENSION:

The 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 Promoters.

10. NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION AMOUNT:

The Promoters specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoters by Demand Draft or by local cheques / Electronic transfer in the Account of Promoters details of which are mentioned below:

- i. Account Holder Name _____
- ii. Bank Name :- _____
- iii. Branch :- _____
- iv. Account Number:- _____
- v. IFSC Code :- _____
- vi. Account Type : _____

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

9. CHANGE IN CONSULTANTS / ARCHITECTS / PROFESSIONALS:

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

10. TERMINATION OF AGREEMENT BY THE PROMOTERS:

Without prejudice to the right of the Promoters to charge interest on delayed payment, if the Allottee commits default on making payment as per the schedule / installments mentioned above then the Promoters shall serve a notice of 15 days in writing / e-mail to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoters within a period of 15 days, then the Promoters 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 Promoters are not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.

11. CANCELLATION OF AGREEMENT BY ALLOTTEE:

If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoters, then the Promoters 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. In the event of cancellation by Allottee, the Promoters are not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.

12. NOTICES:

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses specified below:

_____Name of Allottee
_____(Allottee's Address)
Notified Email ID:_____

Mustafa Ali Shabbar Hassonjee, (Promoters)
Resident of Plot No. _____, Byramji Town, Nagpur – 440013, (Notified Address)
Notified Email ID: _____

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

13. ADVERTISEMENT / PROSPECTUS:

It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the 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 Promoters and Allottee. The details mentioned in Schedule D hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

14. ENTRY OF PROMOTERS STAFF IN THE LAY-OUT:

The Allottee shall permit the 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 require as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.

15. MOVEMENT OF MEN AND MATERIAL:

The Allottee is well aware that the Promoters will complete development works of said Lay-out as mentioned in Schedule D. The Allottee 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.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If

the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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 Plot/Layout/Project, as the case may be.

20. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

22. SEVERABILITY:

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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in

proportion to the area of the Plot to the total Plottable area of the Layout / All Plots in the Project.

24. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

28. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION:

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 shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the

time being in force and the Nagpur courts will have the jurisdiction for this Agreement

10. REGISTRATION:

The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

SCHEDULE OF PROPERTY - LAND

ALL THAT Piece and Parcel of property consisting of Land bearing Khasra No. 96/03 admeasuring about 1.76 Hectares as per Sale Deed (1.89 Hectares as per 7'12 Extract), Land Revenue (Jama) Rs. 3.50, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights) of Mouza : Pendhri (Rithi), Patwari Halka No. 6 within the limits of Gram Panchayat Pendhri, Situated at Village : Pendhri, Tahsil : Hingna, District : Nagpur together with all easementary rights appurtenant and belonging thereto & bounded as under :-

- ON THE EAST - Khasra No. 99/3 & 99/4
- ON THE WEST - Khasra No. 69 & 100
- ON THE NORTH - Road & thereafter remaining land of Khasra No. 96
- ON THE SOUTH - Canel

SCHEDULE OF PROPERTY - PLOT

ALL THAT piece and parcel of property consisting of land bearing Plot No. ____ admeasuring about ____ Sq. Mtrs. (____ Sq. Ft.) in the Layout named and styled as "Royal Ranches" to be developed on Land bearing Khasra No. 96/03 admeasuring about 1.76 Hectares as per Sale Deed (1.89 Hectares as per 7'12 Extract), Land Revenue (Jama) Rs. 3.50, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights) of Mouza : Pendhri (Rithi), Patwari Halka No. 6 within the limits of Gram Panchayat Pendhri, Situated at Village : Pendhri, Tahsil : Hingna, District : Nagpur including all easementary rights appurtenant and belonging thereto and bounded as under :

- ON THE EAST - _____
- ON THE WEST - _____
- ON THE NORTH - _____
- ON THE SOUTH - _____

IN WITNESS WHEREOF the Parties herein above named have fully examined and read over this Agreement 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 coercion, 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.

Photo	Left Hand Thumb Impression	Signature
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12) Common Entrance Gate