AGREEMENT TO SELL

(For Plot No. _____ Area _____ Square Meters, in Kh No. 115, Kotewada Nagpur)

THIS AGREEMENT TO SELL is made and executed at HINGNA on this _____ Day of _____, 2021, BETWEEN :

M/s. MAHALAXMI INFRACON, a Registered Partnership Firm, (PAN ABPFM2930H) having its Registered Office at N-103, Laxmi Vihar Apartments, behind Hotel Airport Centre Point, Wardha Road, Nagpur – 440 015 and acting through its Authorised Partners **(I) SHRI. ANISH S/o BHAWARILAL CHHAJED,** Aged about 54 Years, Occupation – Business and Agriculturist, Resident of Flat No. 303, Mangalam Apartments, Khare Town, Dharampeth, Nagpur-440010, Tahsil and District – NAGPUR; (Cell No. 9370970007) AND **(II) SHRI. RAHUL S/o JAGDISH BONDRE,** Aged about 37 Years, Occupation – Business, Resident of Plot No. 17, Paradise Society, New Sonegaon, Khamla Road, Nagpur – 440 025, Tahsil and District – NAGPUR, (Cell No. 9850540601), hereinafter called the **"VENDORS / PROMOTERS",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNESHIP FIRM** and **its PARTNERS,** as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

MRS./SMT./SHRI. _____, Aged about _____ Years, Occupation - _____, Income Tax Permanent Account No. _____, Aadhar Unique Identity No. _____, Resident of _____, hereinafter called the **"ALLOTTEE(s) / PURCHASER(s)",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE(s) / PURCHASER(s)",** as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

(1)	**Title History :**
	WHEREAS the Vendor/Promoter hereinabove named is owns and and in possession of the property comprising ALL THAT Piece and Parcel of Non Agricultural Land bearing **Khasra No. 115** having an area of **3.16 Hectares** of MOUZA – **KOTEWADA,** P.S.K. 72, Rental Rs. 11.11 Yearly, held in Occupancy Class -1 Rights, Khate No. 448 including all other easementary rights appurtenant and belonging thereto, situated at Village – Kotewada, within the limits of the Grampanchayat Gumgaon in Tahsil – Hingna and District – NAGPUR and more particularly described in the Schedule hereunder written; AND WHEREAS the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 115 having an area of 3.16 Hectares, Rental Rs. 11.11 Yearly, of MOUZA – KOTEWADA, P.S.K. 72, held in Occupancy Class -1 Rights, Khate No. 448 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Kotewada, within the limits of the Grampanchayat Gumgaon in Tahsil – Hingna and District – NAGPUR, belonged to Akram Mohammad Sheikh, being his separate property having purchased the same by him from Smt. Vatchhala Rambhau Sawarkar, by a Sale Deed Dated 27-06-2008, which is duly registered at the Office of the Joint Sub-Registrar, Hingna in Book No. 1 at Serial No. HGN/4124/2008 on 27-06-2008 and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 253 dated 30-09-2008; AND WHEREAS the aforesaid then Owner Akram Mohammad Sheikh later on in his turn transferred/sold his aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 115 having an area of 3.16 Hectares, Rental Rs. 11.11 Yearly of MOUZA – KOTEWADA, P.S.K. 72, held in Occupancy Class -1 Rights, Khate No. 448 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Kotewada, within the limits of the Grampanchayat Gumgaonin Tahsil – Hingna and District – NAGPUR, by way of sale to M/s Mahalaxmi Infracon, the Vendor named

	hereinabove, by a Sale Deed dated 02-12-2020, which is duly registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/6705/2020 on even date and the said Sale Deed is duly consented and executed by (i) Shahanaj W/o Mohammad Akaram Sheikh, (ii) Shabnam D/o Mohammad Akram Sheikh and (iii) Sana D/o Mohammad Akram Sheikh in the capacity of the “Consentors” called therein. As a result therefore M/s Mahalaxmi Infracon, the Vendor namedhereinabove has now become an exclusive, absolute and full Owner of the aforesaid property bearing Survey No. 115 of Mouza – Kotewada with heritable and transferrable rights therein and the same is accordingly recorded in the Revenue Records; AND WHEREAS the Govt. of Maharashtra (Urban Development Department) appointed Nagpur Improvement Trust (NIT) constituted under the Nagpur Improvement Trust Act, 1936 (C.P. and Berar XXXVI of 1936) as a Special Planning Authority vide Notification No. TPS-2409/2890/CR-356/09/UD-9, dated 31-08-2010 for Nagpur Metropolitan Area under the MRTP Act, 1966 and the said entire land situated at Mouza Kotewada falls within the notified area as mentioned in the said notification. As per the Govt. of Maharashtra notification dated 04-03-2017 under Section 3 (1) of Maharashtra Metropolitan Region Development Authority order 2016 (Mah. 3 of 2017) appointed Nagpur Metropolitan Region Development Authority as the Planning Authority and the said entire land falls within the notified area as mentioned in the said notification; AND WHEREAS the aforesaid Vendor/Promoter namely M/s Mahalaxmi Infracon later on carved out proposed Residential Layout on portion of land admeasuring 3.1598695 Hectares i.e. 31,598.695 Sq. Mtrs. out of its aforesaid property admeasuring 3.16 Hectares and on the perusal of its application dated 27-11-2020 of the aforesaid Owner for diversion of the aforesaid lands for Non Agricultural (Residential) Use, the layout plan of the same is Tentatively sanctioned and approved and recommended for demarcation purpose by the Executive Engineer, Nagpur Metropolitan Regional Development Authority vide its letter No. Ex.Eng./N.M.R.D.A./4923 dated 08-01-2021 upon the several terms and conditions contained therein and recommended to the Collector, Nagpur for permission of Non Agricultural (Residential) order; AND For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority several terms and conditions contained therein.
	N.A. permission :
	The permission for Non Agricultural (Residential) Use and also Sanad/Annexure B under Section 129 & 130 of the Maharashtra Land Revenue Code, 1966 is under process and yet to be granted to the aforesaid proposed layout / project.
	Lay-out Sanction :

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	For the purpose of development of said land the aforesaid Vendor/Promoter have prepared a layout on the land at site admeasuring 31,598.695 Sq. Mtrs. out of its aforesaid property admeasuring 3.16 Hectares by carving out various Plots of different sizes therein and the said layout Plan is duly Tentatively sanctioned and approved and recommended for demarcation purpose by the Executive Engineer, Nagpur Metropolitan Regional Development Authority vide its letter No. E.E./NMRDA/4923 Dated 08-01-2021 upon the several terms and conditions contained therein.
(2)	**Real Estate Project Name:**
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as **"MAHALAXMI NAGAR-16 : SECTOR-1"**(Hereinafter referred to as the **"Project"**)
	Address :
	Sector-1, Mahalaxminagar-16, Survey / Khasra / Gut Nos. 115 of MOUZA – KOTEWADA, P.S.K. 72, Grampanchayat – Kotewada, Tahsil – Hingna and District – NAGPUR, PIN Code – 441122.
	Architect :
	The Vendor/Promoter has appointed Architect **Shri. Pawan Raviprasad Gupta,** having its office at Plot No A-23, 24, Manav Sewa Nagar, Seminary Hills, Nagpur.
	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Nagpur Metropolitan Regional Development Authority has approved FSI of 1.814 to the said Plots of land.
	Amenity Space / Public Utility Plot :
	Open Space of 3160.126 Sq. Mtrs.; Amenity Space of 2463.830 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. **"MAHALAXMI NAGAR-16 : SECTOR-1"** is an ongoing project, the Vendor/Promoter will register the same with the Authority within the stipulated period of time and in accordance with rules published on 20/04/2017 by the Housing Department, Government of Maharashtra.
	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

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	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 is no civil / criminal case is pending with respect to the said lands.
	Disclosure regarding reservation in said land :
	The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from the Planning Authority, area under road admeasuring 9867.255 Sq. Mtrs., Open Space 3160.126 Sq. Mtrs. shall be handed over to the local authority. The Vendor/Promoter declares that there is no reservation or acquisition on any 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 (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 Metro Region and that is when she/he came to know about the said project of the Vendor/Promoter. The Vendor/Promoter have disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the **Plot No.** _____ out of the project known as **"MAHALAXMI NAGAR-16 : SECTOR-1"** which is more particularly described in the **Schedule B** and location of 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 allot/sell and the Allottee/Purchaser 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 :

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	As per Section 13 of the Real Estate Regulation Act, the Vendor/Promoter is required to execute a written agreement with the Allottee/Purchaser(s) 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 it shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
	Entire Agreement :
	This Agreement along with its schedules and annexure constitutes entire agreement between the Parties hereto 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 :-
I	**Obligation of the Vendor/Promoter:**
	(1) Said Plot :
	As per the interest shown by the Allottee/Purchaser(s) 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 planning 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(s) 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(s) shall pay the excess amount.

	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 of the Plot hereby agreed to be sold :
	The Vendor/Promoter hereby assures that it shall give possession of the said Plot to the Allottee/Purchaser(s) at the time of execution 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 Plot of land to the Allottee/Purchaser(s) 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 said Plot of land 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.
	(6) Plot Release Certificate :
	The Vendor/Promoter hereby assures to obtain Release Letter for plots from Nagpur Metropolitan Regional Development Authority.
	(7) Common Amenities and Facilities :
	It is clearly made known to the Allottee/Purchaser(s) 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 Local Planning Authority / Grampanchayat 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 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/Purchaser(s) in Lay-out have purchased

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	their plots out of the Lay-out. However, any delay towards affixing signature of Allottee/Purchaser's on such 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 2 (Two) Months on receipt of all permission/Release from the said Planning Authority and after obtaining full and final consideration from the Allottee/Purchaser(s).
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(s) 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. • Amalgamation of Plots of land in the said project as per its desire to develop such plots of lands in to Residential/Commercial Estate subject to prior approval of the Competent Authority empowered on that behalf.
	(2) Specific consent (when required later) :
	The Allottee/Purchaser(s) 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/she accepts the procedure as mentioned and detailed hereunder. The Vendor/Promoter shall send the proposed changes in the plan/specifications to the respective Allottee/Purchaser(s) on his/her/their registered email address as mentioned in this agreement. Thereafter, the Allottee/Purchaser(s) 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(s) and in case non reply/failure of Allottee/Purchaser(s) to reply/respond to the said e–mail within 7 days as aforesaid then it shall be treated that the Allottee/Purchaser(s) have given informed specific consent for the said change and thereafter Allottee/Purchaser(s) shall not raise any dispute about the

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	same in future. Notwithstanding anything contained hereinabove, Allottee/Purchaser(s) agrees and accepts that unless and until proposed revision of sanctioned Lay-out plans are not against the express provisions of the act he/she/they shall not withhold the consent.
	(3) Possession of the Plot :
	The Allottee/Purchaser(s) hereby assures that he/she/they shall take possession of the Plot within 15 days upon receiving written notice 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(s) fails to take the possession of the Plot within such period then the Allottee/Purchaser(s) 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(s), the Allottee/Purchaser(s) hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter agrees to sell to the Allottee/Purchaser(s) the Said Plot of land for a lump sum consideration **Rs. _____ /- (Rupees _____)** to be paid by the Allottee/Purchaser(s) 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 hereto.
	(5) Payment Schedule :
	The Allottee/Purchaser(d) 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 all relevant permissions of the said Plot of land hereby agreed to be sold before time, then the Allottee/Purchaser(s) 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(s) 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

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	said agreement then all outgoings pertaining to this shall be paid by Allottee/Purchaser(s) 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 Corpus/Fund as well as Monthly Maintenance Charges. The amount of such Maintenance Corpus/Fund and Charges will be decided by the 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(s) shall additionally pay the actual expenses and other incidental charges, legal fees, etc. to the Vendor/Promoter, before delivery of possession of the said Plot.
	(10) Payment period :
	The Allottee/Purchaser(s) hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter of installment by the Vendor / Promoter. 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(s) shall individually apply to the concerned departments and 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(s) 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 of land until all the dues payable by the Allottee/Purchaser(s) to the Vendor/Promoter under this Agreement are fully paid up and only if the Allottee/Purchaser(s) 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(s) has/have intimated in writing to the Vendor/Promoter.
	(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 Plot of land, in case of a transfer, as the said obligations go along with the Plot of land for all intents and purposes.

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	(14) Abiding by Society byelaws or regulations :
	The Allottee/Purchaser(s) shall observe and perform all the rules and regulations which the Co-operative Society 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.
III	**General/ Miscellaneous stipulations :**
	(1) Time Extension :
	The Vendor/Promoter shall be entitled to get reasonable extension of time for giving possession of the said Plot of land 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(s) that the Allottee/Purchaser(s) shall make the payments for Consideration Amount to the Vendor/Promoter by Demand Draft or by local cheques drawn in the name of **M/s MAHALAXMI INFRACON** or by electronic mode of transfer. NEFT/ RTGS details are as under: i. Account Holder Name :- M/s Mahalaxmi Infracon ii. Bank Name :- IDBI Bank iii. Branch :- Wardha Road, Nagpur iv. Account Number :- 1047102000006071 v. IFSC code :- IBKL0001047 vi. Account type :- Current
	(3) Change in consultants :
	The Vendor/Promoter shall have every right to change and appoint any new consultant as per their 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(s) 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 to the Allottee/Purchaser(s) informing its intention to terminate this Agreement and if the Allottee/Purchaser(s) 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 along with incidental charges/expenses 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(s) shall apply for refund at his/her/their own effort and cost.
	(5) Cancellation of Agreement by Allottee/Purchaser :
	If the Allottee/Purchaser(s) 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 along with incidental charges/expenses and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/Purchaser(s). In the event of cancellation by Allottee/Purchaser(s), 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(s) shall apply for refund at his/her/their own effort and cost.
	(6) NOTICES :
	That all notices to be served on the Allottee/Purchaser(s) and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser(s) or the Vendor/Promoter by Registered Post at their respective addresses specified below: Name of Allottee/Purchaser : _____ Address : _____ Name of Vendor/Promoter : **M/s. MAHALAXMI INFRACON** Office Address : N-103, 'Laxmi Vihar Apartments', beside Hotel Airport Centre Point, Wardha Road, Nagpur–440015, It shall be the duty of the Allottee/Purchaser(s) 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 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(s), as the case may be.
	(7) Advertisement / Prospectus :
	It is specifically understood and agreed by the Allottee/Purchaser(s) that the prospectus other advertising material published by the Vendor/Promoter from time to time in respect of the project contain various features such as plantation, colors, vehicles, brouchers, walkthrough videos, website etc. and the same shall not be considered in any manner as agreement between Vendor/Promoter and Allottee/Purchaser(s). 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/Promoter staff in the Lay-out :
	The Allottee/Purchaser(s) shall permit the Vendor/Promoter and its legal representatives surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project 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 thereof.
	(9) Movement of men and material :
	The Allottee/Purchaser(s) is/are well aware that the Vendor/Promoter will complete development works of said proposed Lay-out OR construct dwelling Residential units based on Future Potential as mentioned **Schedule C.** The Allottee/Purchaser(s) assures that after possession of the said Plot of land he/she/they 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(s) is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Metropolitan Regional Development Authority (NMRDA) / Grampanchayat / Local Authority and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/Promoter 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 Hingna/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.

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(12) Registration :

The Allottee/Purchaser(s) shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof.

SCHEDULE – A

(SAID ENTIRE PROJECT LAND)

ALL THAT Piece and Parcel of Non Agricultural Land bearing **Khasra No. 115** having an area of **3.16 Hectares** of MOUZA – **KOTEWADA,** P.S.K. **72**, held in Occupancy Class -1 Rights, Rental Rs. 11.11 Yearly, Khate No. 448 including all other easementary rights appurtenant and belonging thereto, situated at Village – Kotewada, within the limits of the Grampanchayat Gumgaon in Tahsil – Hingna and District – NAGPUR and bounded as under –

ON THE EAST - BY NALAHA,

ON THE WEST - BY KH NO.113,

ON THE NORTH - BY KH NO.114,

ON THE SOUTH - BY KH NO.116 & 118.

SCHEDULE – B

(SAID PLOT HEREBY AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurements _____ **Square Meters** (i.e. _____ Square Feet) out of the sanctioned layout carved on the land described in **Schedule - A** and known and styled as **"**MAHALAXMI NAGAR-16 : SECTOR-1**"** 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

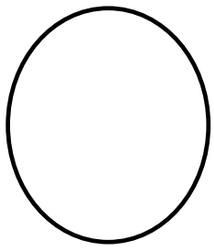
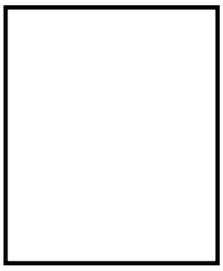
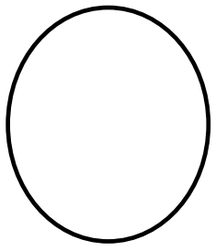
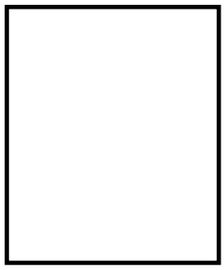
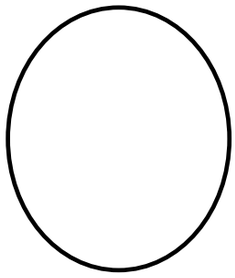
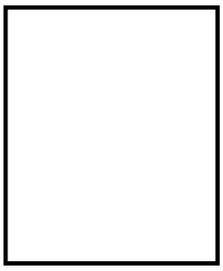
DEVELOMENT WORKS OF THE PROJECT

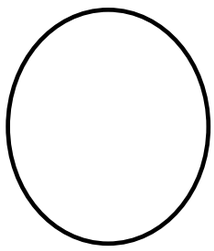
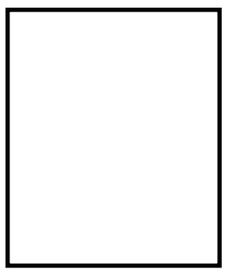
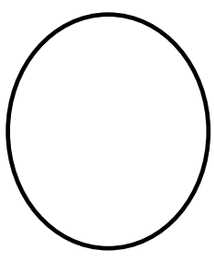
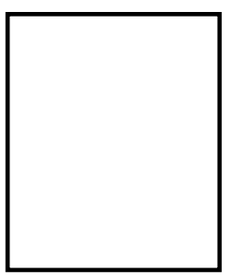
1) Cement Concrete Road
2) Pever Blocks
3) Sewerage Line
4) Strom water Drainage Line
5) Water Pipe Line
6) Open space Compound wall
7) Sewage Treatment Plant
8) Rain water Harvesting Chamber
9) Electric Network with Transformer
10) Street Light
11) Common Lay-out fencing with barbet wire & Cement Concrete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

SCHEDULE- D
(PAYMENT SCHEDULE)

Rs.	=00	(Rupees _____) Only paid by the Allottee/Purchaser to the Vendor/Promoter by Cheque No. _____ dated __-__-___ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Promoter.
Rs.	=00	(Rupees _____) Only paid by the Allottee/Purchaser to the Vendor/Promoter by RTGS vide UTR No. _____ dated __-___-___, the receipt whereof is hereby acknowledged by the Vendor/Promoter.
Rs.	=00	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the time of registration of Sale Deed or possession whichever is earlier.
Rs.	**=00**	**(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 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 (MAHALAXMI NAGAR- 16) KH.NO.115 PLOT NO-

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**FOR M/s. MAHALAXMI INFRACON** **1)** **(ANISH BHAWARILAL CHHAJED)**
02			**(RAHUL JAGDISH BONDRE)** Authorised Partners **VENDOR/PROMOTER**
06			**2)** **(_____)** **ALLOTTEE/PURCHASER**
WITNESSES :-			

I			_____ **WITNESS NO. 1**
II			_____ **WITNESS NO. 2**