AGREEMENT TO SELL

(For Plot No. _____ Area _____ Square Meters, Kh No. 50/5 of Mouza – Gotal Panjri)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____ 2020, BETWEEN:

M/s. MAHALAXMI BUILDERS AND DEVELOPERS, a Registered Partnership Firm, having its Office at Plot No. 473, Tiranga Chowk, Nehru Nagar, Nagpur, (Income Tax Permanent Account No. AAKFM0327Q) and acting through it's Authorised Partner **SHRI. MORESHWAR S/o CHINTAMAN SOR,** Aged about 48 Years, Occupation – Business, Resident of Plot No. 473, Tiranga Chowk, Nehru Nagar, Nagpur, Tahsil and District – NAGPUR, hereinafter called the **VENDOR/PROMOTOR,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FRIM and its PARTNERS,** as well as, their respective heirs, legal representatives, executors and assigns of the **ONE PART.**

AND

SHRI. _____,
Aged about _____, Years, Occupation - _____,
Income Tax PAN _____,
AADHAR UID _____,
Resident of _____,
Tahsil and District – NAGPUR.

hereinafter called the **"ALLOTTEE / PURCHASER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE / PURCHASER",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

(1)	**Title History :**
	The Vendors hereinabove named owns and possess and in possession of the property comprising ALL THAT Piece and Parcel of Non Agricultural Land bearing **Kh./Survey No. 50/5** having an area of 0.83 Hectare; Rental Rs. 415/- held in Occupancy Class-1 Rights of MOUZA – GOTAL PANJARI, P.H. No. 38-A, Khate No. 57, including all types of Trees, Shrubs Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR; ALL THAT Piece and Parcel of Agricultural Land bearing Kh./Survey/Gut No. 50 having an area of 6.66 Hectares (i.e. 66600 Sq. Mtrs.), including all types of Trees, Shrubs Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, all situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri Manikrao Dhok and (ii) Shri Ramaji Dhok jointly being the recorded owners thereof. The aforesaid Shri Manikrao Dhok and Shri Ramaji Dhok lateron Partitioned their aforesaid property in between them and in terms of which a Portion of the said Kh./Survey No. 50 admeasuring 3.33 Hectares (i.e. 33300 Sq. Mtrs.) was allotted to the exclusive share of Shri Ramaji Dhok, which was numbered as Kh./Survey No. 50/1 and the remaining Portion of the said Kh. No. 50 admeasuring 3.33 Hectares (i.e. 33300 Sq. Mtrs.) was allotted to the exclusive share of Shri Manikrao Dhok, which was numbered as Kh./Survey No. 50/2. The aforesaid Shri Manikrao Dhok left for heavenly abode and consequent upon his death/demise, his aforesaid property comprising Kh./Survey No. 50/2 admeasuring 3.33 Hectares (i.e. 33300 Sq. Mtrs.) was inherited by (i) Shri Haribhau Manikrao Dhok and (ii) Shri Shyamrao Manikrao Dhok jointly by way of intestate succession, being the legal heirs of the deceased.

The aforesaid Shri Haribhau Manikrao Dhok and Shri Shyamrao Manikrao Dhok lateron Partitioned their aforesaid property in between them and in terms of which a Portion of the said Kh. No. 50/2 admeasuring 1.66 Hectares (i.e. 16600 Sq. Mtrs.) was allotted to the exclusive share of Shri Haribhau Manikrao Dhok absolutely forever with heritable and transferable rights therein and the same Portion was numbered as Kh./Survey No. 50/2 and the remaining Portion of the said Kh. No. 50/2 admeasuring 1.66 Hectares (i.e. 16600 Sq. Mtrs.) was allotted to the excusive share of Shri Shyamrao Manikrao Dhok absolutely forever with heritable and transferable rights therein, which was numbered as Kh./Survey No. 50/3.

The aforesaid Shri Haribhau Manikrao Dhok lateron transferred All That Piece and Parcel of Agricultural Land having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.) comprising the Northern Portion of the entire land bearing Kh. No. 50/2 having a total area of 1.66 Hectares (i.e. 16600 Sq. Mtrs.) by way of sale to (i) Shri Ghanshyam Balkrushna Bakde, (ii) Smt. Sarla Girish Raut, (iii) Smt. Sangeeta Janardhan Khapekar and (iv) Shri Laxmikant Chandrakantrao Aaradhe jointly by a Sale Deed Dated 04-03-2004, which is duly registered at the Office of the Sub Registrar, Nagpur – 10 (Rural) in Book No. 1 at Sr. No. 1392 on even date.

In the like manner the said Shri Haribhau Manikrao Dhok further transferred All That Piece and Parcel of Agricultural Land having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.) comprising the Southern Portion of the entire land bearing Kh. No. 50/2 having a total area of 1.66 Hectares (i.e. 16600 Sq. Mtrs.) by way of sale to (i) Madanmohan Prayagchand Khemani and (ii) Shri Deoraj Kundanlal Dhawan jointly by a Sale Deed Dated 09-09-2004, which is duly registered at the Office of the Sub Registrar, Nagpur – 10 (Rural) in Book No. 1 at Sr. No. 5752 on even date. The said Portion of land admeasuring about 0.83 Hectare (i.e. 8300 Sq. Mtrs.) is further renumbered as Kh./Survey No. 50/5.

The aforesaid (i) Shri Ghanshyam Balkrushna Bakde, (ii) Smt. Sarla Girish Raut, (iii) Smt. Sangeeta Janardhan Khapekar and (iv) Shri Laxmikant Chandrakantrao Aaradhe lateron jointly transferred the aforesaid property by way of sale to (i) Smt. Veena Rajendra Mandhaviya and (ii) Smt. Yamini Narendra Mandaviya jointly by a Sale Deed Dated 10-01-2005, which is duly registered at the Office of the Sub Registrar, Nagpur – 10 (Rural) in Book No. 1 at Sr. No. 186 on 11-01-2005.

The aforesaid Shri Madanmohan Prayagchand Khemani and Shri Deoraj Kundanlal Dhawan through their Power of Attorney lateron transferred the said Piece of land bearing Kh./Survey No. 50/5, admeasuring about 0.83 Hectare (i.e. 8300 Sq. Mtrs.) by way of sale to (i) Shri Dhirajlal Ratilal Mandaviya, (ii) Shri Sunny Vijay Gorsiya and (iii) Shri Jaswant Popatlal Sangani jointly by a Sale Deed Dated 08-02-2005, which is duly registered at the Office of the Sub Registrar, Nagpur-10 (Rural) in Book No. 1 at

Sr. No. 931 on 09-02-2005.

The aforesaid land bearing Kh. No. 50/2 is converted for Non Agricultural (Residential) use by the Collector, Nagpur vide his Order Dated 13-03-2007 passed in Revenue Case No. 293/NAP-34/2006-2007 of Mouza – Gotal Panjari.

In the like manner the aforesaid land bearing Kh. No. 50/5 is also converted for Non Agricultural (Residential) use by the Collector, Nagpur vide his Order Dated 13-03-2007 passed in Revenue Case No. 294/NAP-34/2006-2007 of Mouza – Gotal Panjari.

The aforesaid Smt. Veena Rajendra Mandhaviya and Smt. Yamini Narendra Mandaviya lateron jointly transferred the aforesaid property comprising Kh./Survey No. 50/2 having an area of 0.83 Hectares (i.e. 8300 Sq. Mtrs.), Land Revenue Rs. 415/- Yearly, situate at Village – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to (i) Shri Suresh S/o Keshaorao Chichghare, (ii) Mrs. Sunita W/o Suresh Chichbhare, (iii) Mrs. Priya W/o Ravishekhar Gillurkar, (the Vendor named hereinabove) (iv) Shri Madhukar S/o Keshaorao Chichghare and (v) Shri Pramod S/o Keshaorao Chichbhare, jointly by a Sale Deed Dated 13-03-2009, which is duly registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 1918 on even date.

The aforesaid (i) Shri Dhirajlal Ratilal Mandaviya, (ii) Shri Sunny Vijay Gorsiya and (iii) Shri Jaswant Popatlal Sangani lateron jointly transferred the aforesaid property comprising Kh./Survey No. 50/5 having an area of 0.83 Hectares (i.e. 8300 Sq. Mtrs.), Land Revenue Rs. 415/- Yearly, situate at Village – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to (i) Shri Suresh S/o Keshaorao Chichghare, (ii) Mrs. Sunita W/o Suresh Chichbhare, (iii) Mrs. Priya W/o Ravishekhar Gillurkar, (iv) Shri Madhukar S/o Keshaorao Chichghare and (v) Shri Pramod S/o Keshaorao Chichbhare, jointly by a Sale Deed Dated 13-03-2009, which is duly registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 1916 on even date.

The aforesaid Shri Shyamrao Manikrao Dhok decided to develop his aforesaid Piece of land bearing Kh./Survey No. 50/3 having an area of 1.67 Hectares (i.e. 16700 Sq. Mtrs.) into a Layout by carving out various Plots of different sizes therein. And accordingly by an Agreement of Development Dated 22-12-2004 he has entrusted the entire work of Development of the said property to M/s. Satyam Gruha Nirman Builders and Land Developers upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Sub Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 8575 on even date. He has also executed a General Power of Attorney in respect of his aforesaid property in favour of M/s. Satyam Gruha Nirman Builders and Land Developers on 22-12-2004 and the same is

	also duly registered at the Office of the Sub Registrar, Nagpur-10 (Rural) in Book No. 4 at Sr. No. 8576 on even date. Subsequently the said Shri Shyamrao Manikrao Dhok further executed a fresh Power of Attorney on 07-01-2005 and the same is also duly registered at the Office of the Sub Registrar, Nagpur-10 (Rural) in Book No. 4 at Sr. No. 135 on even date. The aforesaid Shri Shyamrao Manikrao Dhok alongwith M/s. Satyam Gruha Nirman Builders and Land Developers lateron in their turn jointly transferred/sold the aforesaid Piece of land bearing Kh. No. 50/3 by way of sale to (i) Shri Dhirajlal Ratilal Mandviya, (ii) Shri Rajendra Dhirajlal Mandaviya, (iii) Shri Narendra Dhirajlal Mandaviya and (iv) Shri Viral Rajendra Mandaviya jointly by a Sale Deed Dated 10-01-2005, which is duly registered at the Office of the Sub Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 183 on 11-01-2005. The Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-2-1976, the aforesaid Shri Dhirajlal Ratilal Mandviya, Shri Rajendra Dhirajlal Mandaviya, Shri Narendra Dhirajlal Mandaviya and Shri Viral Rajendra Mandaviya had filed their Statements/Returns Under Section 6(i) of the said Act before the Deputy Collector and Competent Authority, U.L.C., Nagpur, which was registered as ULC Case No. 277/2006 and on completion of his enquiry in respect of the aforesaid case, the Competent Authority, U.L.C., Nagpur vide his Order declared that 6000 Sq. Mtrs. of land out of the total extent as a Retainable land u/s 8(4) and the remaining land was declared as a Surplus Vacant Land within the meaning of the said Act. The aforesaid (i) Shri Dhirajlal Ratilal Mandviya, (ii) Shri Rajendra Dhirajlal Mandaviya, (iii) Shri Narendra Dhirajlal Mandaviya and (iv) Shri Viral Rajendra Mandaviya lateron Partitioned the aforesaid Retainable land having an area of 6000 Sq. Mtrs. in between them by a Deed of Partition Dated 05-02-2007 and in terms of which All That Piece and Parcel of land having an area of 3000 Sq. Mtrs. comprising the Northern Portion of the entire land was allotted to the exclusive share of Shri Dhirajlal Ratilal Mandviya and Shri Viral Rajendra Mandaviya jointly absolutely forever with heritable and transferable rights therein and the remaining Portion i.e. Southern Portion having an area of 3000 Sq. Mtrs. was allotted to the exclusive share of Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya jointly absolutely forever with heritable and transferable rights therein and the said Partition Deed is duly registered at the Office of the Sub Registrar, Nagpur-7 in Book No. 1 at Sr. No. 750 on even date. The Portion retained by Shri Dhirajlal Ratilal Mandviya and Shri Viral Rajendra Mandaviya admeasuring about 3000 Sq. Mtrs. was renumbered as Kh./Survey No. 50/7 while the portion retained by Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya admeasuring about 3000 Sq. Mtrs. was renumbered as Kh. No. 50/6. The aforesaid (i) Shri Dhirajlal Ratilal Mandaviya, (ii) Shri Rajendra Dhirajlal

	Mandaviya, (iii) Shri Narendra Dhirajlal Mandaviya and (iv) Shri Viral Rajendra Mandaviya lateron in their turn jointly transferred their aforesaid property bearing Kh./Survey Nos. 50/3 having an area of 1.07 Hectares, Kh./Survey No. 50/6 having an area of 3000 Sq. Mtrs. and Kh./Survey No. 50/7 having an area of 3000 Sq. Mtrs. thus total area of 16700 Sq. Mtrs. by way of sale to (i) Shri Suresh Keshaorao Chichghare, (ii) Mrs. Sunita Suresh Chichghare, (iii) Mrs. Priya Ravishekhar Gillurkar, (iv) Shri Madhukar Keshaorao Chichghare and (v) Shri Pramod Keshaorao Chichghare, jointly by a Sale Deed Dated 13-03-2009, which is duly registered at the Office of the Joint Sub Registrar, Nagpur Rural No. 7 in Book No. 1 at Sr. No. 1917 on even date. As a result therefore the said Mrs. Priya Ravishekhar Gillurkar and others have now became the Joint/Co-Owners of the aforesaid property comprising ALL THOSE Pieces and Parcel of Agricultural and/or Non Agricultural Lands bearing Kh./Survey Nos. 50/2, 50/3, 50/5, 50/6 and 50/7, having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.), 1.07 Hectares (i.e. 10700 Sq. Mtrs.), 0.83 Hectare (i.e. 8300 Sq. Mtrs.), 0.30 Hectare (i.e. 3000 Sq. Mtrs.) and 0.30 Hectare (i.e. 3000 Sq. Mtrs.) respectively, thus total area of 3.33 Hectares (i.e. 33300 Sq. Mtrs.), Rental Rs. 415/-, Rs. 7.95, Rs. 415/-, Rs. 5.00 and Rs. 5.00 respectively all held in Bhogwatdar Class-1 Rights of Mouza – GOTAL PANJARI, P.H. No. 38-A, Khate Nos. 57, 57, 57, 57 and 342 respectively, all situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR with heritable and transferable rights therein and the same are also accordingly mutated in their joint names in all relevant records as also on 7/12 Extracts vide Ferfar Entry Nos. 476, 478, 477, 478, 478 respectively on 31-10-2009. The aforesaid i) Shri Suresh Keshaorao Chichghare, (ii) Mrs. Sunita Suresh Chichghare, (iii) Mrs. Priya Ravishekhar Gillurkar, (iv) Shri Madhukar Keshaorao Chichghare and (v) Shri Pramod Keshaorao Chichghare executed a Partition Deed on 27-11-2017 and divided the aforesaid whole property between them and the said property comprising ALL THOSE Pieces and Parcel of Non Agricultural Lands bearing Kh./Survey Nos. 50/2 having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.) and NORTHERN PORTION towards Front side of Kh. No. 50/5 having an area of 0.415 Hectare out of the entire land having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.), thus total area of 1.245 Hectares (i.e. 12450 Sq. Mtrs.), Rental Rs. 415/- and Rs. 415/-, respectively both held in Bhogwatdar Class-1 Rights of Mouza – GOTAL PANJARI, P.H. No. 38-A, Khate Nos. 57 and 57 respectively, including all types of Trees, Shrubs Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, all situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR came to share of Mrs. Priya Ravishekhar Gillurkar, and remaining SOURTHERN PORTION towards Front side of Kh. No. 50/5 having an area of 0.415 Hectare out of the entire land having an area of 0.83 Hectare (i.e. 8300 Sq. Mtrs.) came to share of Shri. Madhukar Keshavrao Chichghare and Shri. Pramod Keshavrao Chichghare jointly absolutely forever with heritable and transferable rights

	therein. The said Partition Deed is duly registered at the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 9392 on 27-11-2017. The aforesaid Mrs. Priya Ravishekhar Gillurkar, Shri. Madhukar Keshavrao Chichghare and Shri. Pramod Keshavrao Chichghare lateron transferred the aforesaid property comprising ALL THOSE Pieces and Parcel of Non Agricultural Land bearing **Kh./Survey Nos. 50/2 and 50/5** having an area of 0.83 Hectare; 0.415 Hectare and 0.415 Hectare respectively thus total area of 1.66 Hectares (i.e. 16600 Sq. Mtrs.), **(As per Possession the area is 1.53 Hectares)** Rental Rs. 415/- and Rs. 415/-, respectively both held in Occupancy Class-1 Rights of MOUZA – GOTAL PANJARI, P.H. No. 38-A, Khate No. 57, including all types of Trees, Shrubs Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, both situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to M/s. Mahalaxmi Builders and Developer, by a Sale Deed Dated 27-02-2020, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-Rural-7 in Book No. 1 at Sr. No. 1629 on even date. As a result therefore the said M/s. Mahalaxmi Builders and Developer has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in 7/12 Extract.
	N.A. permission :
	The aforesaid Agricultural Land bearing Survey / Khasra / Gut No. 50/2 of MOUZA – GOTALPANJRI is being converted for Non-Agricultural (Residential) Use in terms of the Order of the Collector.
	Lay-out Sanction :
	For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority upon several terms and conditions contained therein; the Executive Engineer (Metro), Nagpur Metropolitan Region Development Authority Nagpur has recommended and approved the layout Plan of said land vide its Letter EE(NMRDA)-4824 Dated 08-12-2020.
(2)	**Real Estate Project Name:**
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as **"MAHALAXMI NAGAR-XV "**
	Address :
	Survey / Khasra / Gut No. 50/5 of MOUZA GOTAL PANJRI, Patwari Saza No. 38-A, Grampanchayat – GotalPanjri Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – 440034.
	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 Region Development Authority has approved FSI of 1.00 to the said Plot.

	Amenity Space / Public Utility Plot :
	Open Space of 745.112 Sq.Mtrs.; Amenity Space of 0.00 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-XV "**
	Phasing of the Project :
	This Project is to be developed in a Single Phase.
	Inspection of all documents by Allottee/Purchaser :
	On demand from the Allottee/Purchaser, the Vendor/Promoter has given inspection to the Allottee/Purchaser of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.
	Disclosure regarding litigation :
	The Vendor/Promoter hereby declares that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding reservation in said land :
	The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from local authority, area under 4496.723 m., Internal Roads 2154.083 Sq.Mtrs.; Open Space 745.112 Sq. Mtrs. are to be handed over to the local authority. Apart from this, the Vendor/Promoter declares that there is no reservation or acquisition on any part of the said land.
	Disclosure regarding legal entity for Plot Owners :
	The Vendor/Promoter hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (Association / co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project.
(4)	**Interest shown by the Allottee/Purchaser :**
	Allottee/Purchaser was in search of residential Plot in vicinity of Village - Gotalpanjri and that is when she/he came to know through Real Estate Agent **Mr.** _____ having Maha RERA Certificate No. _____ about the said project of the Vendor/Promoter. The Vendor/Promoter have disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed her/his readiness and willingness to purchase the **Plot No.** _____ out of the project known as **"MAHALAXMI NAGAR-XV"** which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned Lay-out plan annexed herewith as **"Annexure C".**
(5)	**Offer and acceptance :**
	In accordance with terms and conditions set out in this agreement and as mutually

	agreed upon by and between the parties, the Vendor/Promoter hereby agrees to sell and the Allottee/Purchasers hereby agrees to purchase the said Plot.
	Willingness to enter into Agreement :
	The Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
	Registration of Agreement :
	As per Section 13 of the Real Estate Regulation Act, the Vendor/Promoter is required to execute a written agreement with the Allottee/Purchaser for the sale in respect of the said Plot and therefore, Vendor/Promoter and the Allottee/Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, as and when called upon by the Purchaser.
	Entire Agreement :
	This Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot.
	NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-
I	**Obligation of the Vendor/Promoter :**
	(1) Said Plot :
	As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendor/Promoter has agreed to sell the Plot more particularly described in **Schedule B** subject to the consideration amount and payment schedule as detailed herein under.
	(2) Development Works :
	The Vendor/Promoter hereby assures to provide the Development Works in the Project more particularly described in **Schedule C.**
	(3) Adherence to Sanctioned Plan & other permissions :
	The Vendor/Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned Lay-out plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	(4) Variation in Plot area :
	If there is any reduction in plot area beyond the above mentioned variation limit, then the Vendor/Promoter shall compensate the Allottee/Purchaser by issuing a refund of any such excess amount paid. If there is any increase in plot area beyond the above mentioned variation then the Allottee/Purchaser shall pay the excess amount to the Vendor.

	This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of Plot as mentioned in **Schedule B**.
	(5) Possession date of the Plot :
	The Vendor/Promoter hereby assures that they shall give possession of the said Plot to the Allottee/Purchaser within a period of 6 (Six) Months at the time of Registration of Sale Deed. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Vendor/Promoter hereby agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee/Purchaser for every month of delay till handing over of possession. Provided further that the Vendor/Promoter shall not deliver the actual physical possession of the said Apartment to the Allottee / Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and other dues are paid by the Allottee / Purchaser in full to the Vendor/Promoter hereto. Provided further that the Vendor/Promoter shall be entitled to reasonable extension of time for delivery of Plot on the aforesaid date, if the same is delayed on account of (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. (iii) delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.
	(6) Plot Release Certificate :
	The Vendor/Promoter hereby assures to obtain Release Letter for plots from Nagpur Metropolitan Region Development Authority, Nagpur on or before Registration of Sale Deed.
	(7) Common Amenities and Facilities :
	It is clearly made known to the Allottee/Purchaser that the Common Amenities in form of Open space shall be available in the Layout. The said Open Space shall be separately developed as per the terms and conditions laid down by the Planning Authority / 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 Association / Co-operative Society for the Plot Owners of said Lay-out within three months from the date on which fifty one percent of the total number of Allottee/Purchasers in Lay-out have booked their plots out of the Lay-out. However, any delay towards affixing signature of Allottee/Purchaser's on such Association /society formation documents and procedural delays on account of Co-operative department will not be to the account of the Vendor/Promoter.

	(9) Conveyance / Sale Deed :
	The Vendor/Promoter hereby assures to convey the independent Plot to the Allottee / Purchaser within a period of 1 (One) Month after Release Letter of said Plot or after obtaining full and final consideration from the Allottee/Purchaser, whichever is later.
II	**Obligation of the Allottee/Purchaser**
	(1) Specific consent (along with this agreement) :
	In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee/Purchaser hereby gives specific consent to the local authorities and also to the Vendor/Promoter and has No Objection against the Vendor/Promoter for the following: • To develop project as per potential layout annexed herewith as **Annexure C**. • Change in layout plans due to instructions received by local authority. • Amalgamation of adjoining land and preparation of new layout (if needed) as long as area of existing Plot is not changed. • Change of plans of amenity Plot / Open Space of the Lay-out. • Minor additions or alteration.
	(2) Specific consent (when required later) :
	The Allottee/Purchaser hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Vendor/Promoter shall send the proposed changes in the plan/specifications to the respective Allottee/Purchaser on their registered email address as mentioned in this agreement. Thereafter, the Allottee/Purchaser shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said email to the Allottee/Purchaser and in case non reply/failure of Allottee/Purchasers to reply/respond to the said e–mail within 7 days as aforesaid then it shall be treated that the Allottee/Purchaser have given informed specific consent for the said change and thereafter Allottee/Purchaser shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee/Purchaser agrees and accepts that unless and until proposed revision of sanctioned Lay-out plans are not against the express provisions of the act they shall not withhold the consent.
	(3) Possession of the Plot :
	The Allottee/Purchaser hereby assures that they shall take possession of the Plot within 15 days upon receiving written notice / e-mail regarding the same by making the balance payment of Sale Consideration. Upon receipt of the entire Sale Consideration, the Sale Deed of said Plot shall be executed. If the Allottee/Purchaser fails to take the possession of the Plot within such period then the Allottee/Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor/Promoter.
	(4) Consideration Amount :
	After due discussions, diligence and negotiations between the Vendor/Promoter and

	the Allottee/Purchaser, the Allottee/Purchaser hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter agrees to sell to the Allottee/Purchaser the Said Plot for a lump sum consideration **Rs. _____/- (Rupees _____ Only)** to be paid by the Allottee/Purchaser to the Vendor/Promoter towards the said Plot hereinafter referred to as the **"Consideration amount".** The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	(5) Payment Schedule :
	The Allottee/Purchaser hereby agrees and accepts to pay the consideration amount to the Vendor/Promoter as per the payment schedule more particularly described in **Schedule D.**
	(6) Early payment :
	If the Vendor/Promoter obtains the Release Letter of Plot before time, then the Allottee/Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where stage has been completed before the agreed timeline.
	(7) Taxes & Duties :
	The Allottee/Purchaser hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. If in future, Goods & Service Tax (G.S.T.) is levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee/Purchaser separately.
	(8) Maintenance of the Project :
	After registration of the Sale Deed the said Lay-out will be maintained by the Association/Society of Plot Owners by collecting Maintenance Fund/Deposit as well as Monthly Maintenance Charges. The amount of such Maintenance Charges / Deposit will be decided by the Association /Society. In no circumstances the Vendor/Promoter will be liable for Maintenance of said Lay-out after formation of Association/Society.
	(9) Incidental Payments :
	In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee/Purchaser shall additionally pay to the Vendor/Promoters, before delivery of possession of the said Plot, the following amounts: i) Rs. 3,000/- Society formation ii) Rs. 600/- Share Money iii) Rs. 10,000/- Legal Charges **Rs. 13,600 /- Total**
	(10) Payment period :

	The Allottee/Purchaser hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter / e-mail of installment by the Vendor/Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.
	(11) Payment of water charges, electricity, taxes etc. :
	The Allottee/Purchaser hereby assures to pay necessary water charges, electricity charges and grampanchayat / local authority municipal tax as applicable.
	(12) Sub-let, transfer of rights :
	The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Allottee/Purchaser to the Vendor/Promoters under this Agreement are fully paid up and only if the Allottee/Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser has intimated in writing to the Vendor/Promoters.
	(13) provisions of this agreement applicable to purchaser / subsequent purchasers :
	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
	(14) Abiding by Association /Society byelaws or regulations :
	The Allottee/Purchaser shall observe and perform all the rules and regulations which the Association / Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Lay-out and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
III	**General/ Miscellaneous stipulations :**
	(1) Time Extension :
	The Vendor/Promoters shall be entitled to get reasonable extension of time for giving possession of the Plot beyond date as mentioned above, if the completion of works in the Lay-out is delayed on account of - a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or public or competent authority c. Delay in issuance of Release Letter due to reason/s not attributable to the non compliance of the Vendor/Promoter.
	(2) Name in which payment is to be drawn for Consideration Amount :
	Vendor/Promoter specifically communicates to the Allottee/Purchaser that the Allottee/Purchaser shall make the payments for Consideration Amount to the

	Vendor/Promoter by Demand Draft or by local cheques drawn in the name of **M/s. MAHALAXMI BUILDERS AND DEVELOPERS** or by electronic mode of transfer. NEFT/ RTGS details are as under: i. Account Holder Name **M/s. MAHALAXMI BUILDERS AND DEVELOPERS** ii. Bank Name -: IDBI Bank, iii. Branch :- Wardha Road iv. Account Number 1047102000006002 v. IFSC code IBKL0001047 vi. Account type : CURRENT
	(3) Change in consultants :
	The Vendor/Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	(4) Termination of Agreement by Vendor/Promoter :
	Without prejudice to the right of the Vendor/Promoter to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned **Schedule D** then the Vendor/Promoter shall serve a notice of 15 days in writing / e-mail to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Vendor/Promoter within a period of 15 days, then the Vendor/Promoter shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(5) Cancellation of Agreement by Allottee/Purchaser :
	If the Allottee/Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor/Promoter, then the Vendor/Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/Purchaser. In the event of cancellation by Allottee/Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(6) NOTICES :
	That all notices to be served on the Allottee/Purchaser and the Vendors/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendors/Promoters by Registered Post at their respective addresses specified below:

	Name of Vendor/Promoter : **M/s. MAHALAXMI BUILDERS AND DEVELOPERS** Address :- Plot No. 473, Tiranga Chowk, Nehru Nagar, Nagpur. Name of Allottee/Purchaser: **SHRI. _____,** Address : _____, Nagpur – 4400____. It shall be the duty of the Allottee/Purchaser and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Allottee/Purchaser, as the case may be.
	(7) Advertisement / Prospectus :
	It is specifically understood and agreed by the Allottee/Purchaser that the prospectus other advertising material published by the Vendor/Promoters from time to time in respect of the project contain various features such as plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/Promoters and Allottee/Purchaser. The details mentioned in **Schedule C** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
	(8) Entry of Vendor/Promoters staff in the Lay-out :
	The Allottee/Purchaser shall permit the Vendor/Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	(9) Movement of men and material :
	The Allottee/Purchaser is well aware that the Vendor/Promoter will complete development works of said Lay-out as mentioned **Schedule C.** The Allottee/Purchaser assures that after possession of the said Plot she/he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required for the future works.
	(10) Water connection and charges :
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Improvement Trust (NIT)/ Nagpur Metropolitan Regional Development Authority(NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/Promoters will only create suitable infrastructure for supply of raw water.
	(11) Dispute Resolution :
	THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

	thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation & Development) Act, 2016.
	(12) Registration :
	The Allottee/Purchaser and/or Vendor/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoters will attend such office and admit execution thereof.
	SCHEDULE – A **(SAID ENTIRE PROJECT LAND)**
	ALL THAT Piece and Parcel of Non Agricultural Land bearing **Kh./Survey No. 50/5** having an area of 0.83 Hectare; Rental Rs. 415/- held in Occupancy Class-1 Rights of MOUZA – GOTAL PANJARI, P.H. No. 38-A, Khate No. 57, including all types of Trees, Shrubs Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Gotal Panjari, within the limits of the Grampanchayat – Gotal Panjari in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under – **ON THE EAST - KH./SURVEY NO. 51 AND 52,** **ON THE WEST - KH./SURVEY NO. 50/3,** **ON THE NORTH - KH./SURVEY NO. 50/2,** **ON THE SOUTH - KH./SURVEY NOS. 50/1 AND 50/4.**
	SCHEDULE – B **(SAID PLOT)**
	ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurement _____ **Square Meters . (i.e.** _____ **Sq. Ft.)** out of the sanctioned layout carved on the land described in **Schedule - A** and known and styled as **"**_____**"**, and the said Plot is bounded as under – **ON THE EAST - BY** **ON THE WEST - BY** **ON THE NORTH - BY** **ON THE SOUTH - BY**

SCHEDULE- C

DEVELOMENT WORKS OF THE PROJECT

1) Cement Concrete Road

2) 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. _____	(Rupees _____) Only paid by the Purchaser to the Vendor/Promoter as Earnest Money by Cheque _____ dated _____ drawn on _____Bank, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Promoter.
Rs. _____	(Rupees _____) Only paid by the Purchaser to the Vendor/Promoter as Earnest Money by Cheque _____ dated _____ drawn on _____Bank, at the time of Agreement, the receipt whereof is hereby acknowledged by the Vendor/Promoter.
Rs. _____	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____ at the time of registration of Sale Deed or possession whichever is earlier.
Rs. _____	**(TOTAL RUPEES _____ ONLY).**

IN WITNESS WHEREOF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any 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. Only for Kh. No. 50/5 (Mahalaxmi Nagar-XV) Purpose Plot No.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**FOR M/s. MAHALAXMI BUILDERS AND DEVELOPERS** **(MORESHWAR CHINTAMAN SOR)** **Authorised Partner** **VENDOR/PROMOTOR**
02			**(_____)** **ALLOTTEE/PURCHASER**
WITNESES :- **1) _____ 2) _____**			