

AGREEMENT TO SELL FOR RS./- ONLY.
(RUPEES -
ONLY)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this
....., BETWEEN:

(1) **SHRI. SURESH S/o LALJIBHAI PATEL**, Aged 54 Years, Occupation – Business/Agriculturist, PAN AAOPP9224F & AADHAR UID 5239 1976 7258, (2) **SHRI. KANJIBHAI S/o NANJIBHAI SODAVADIA**, Aged 59 Years, Occupation – Business/Agriculturist, PAN ABQPS3377P & AADHAR UID 2392 3592 9026, (3) **MRS. MANISHA W/o SURESH PATEL**, Aged 48 Years, Occupation – Business/Agriculturist, PAN ABIPP1842J & AADHAR UID 7468 9000 5979,

(4) **SHRI. LALJIBHAI S/o RAMBHAU PATEL**, Aged 90 Years, Occupation – Business/Agriculturist, PAN ACLPP6161A & AADHAR UID 3986 3858 5290, (5) **MISS. BINAL D/o KANJIBHAI SODVADIA**, Aged 30 Years, Occupation – Business/Agriculturist, PAN APKPC9606B; AND (6) **MRS. AMITA W/o KANJIBHAI SODAVADIA**, Aged 56 Years, Occupation – Business/Agriculturist, PAN AUDPS6101P & AADHAR UID 4572 4851 3534 All Residents of Plot No. 35, Sujata Layout, Dindayal Nagar, Ring Road, Nagpur-440 022, Tahsil and District – NAGPUR, all acting under the constituted Association of Person (AOP) namely **KANJIBHAI SODAVADIA WITH SURESH PATEL AND OTHERS GOTALPANJRI** (PAN AAJAK5587G), having its registered Office of Super Enclave, Plot No. 45, Barlinge Layout, Hingna Road, Nagpur- 440036, aforesaid Nos. 1, 3 and 4 acting through their duly constituted Attorney **SHRI. KANJIBHAI S/o NANJIBHAI SODAVADIA**, Aged 59 Years, Occupation – Business, PAN ABQPS3377P & AADHAR UID 2392 3592 9026, Residents of Plot No. 35, Sujata Layout, Dindayal Nagar, Ring Road, Nagpur-440 022, Tahsil and District – NAGPUR, hereinafter all jointly called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS/PROMOTERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

MRS./SMT./SHRI.GAJENDRA KUMAR S/O SHANKARRAO BAGDE,

Aged about 37 Years, Occupation - Service

Income Tax Permanent Account No.- AWCPB1997K

Aadhar Unique Identity No.- 5617 2476 3251

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 :
	<u>SURVEY/KHASRA NO. 59</u> (1) ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra No. 59 of MOUZA – GOTALPANJRI, Patwari Halka No. 38 having an area of 0.17 Hector, Rental Rs. 85.00, held in Occupancy Class - I Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village Gotalpanajri in Tahsil – Nagpur (Rural) and District – Nagpur formerly belonged to Shri. Shashikant Shaligram Pisar, being his separate property. (2) The aforesaid Shri. Shashikant Shaligram Pisar lateron transferred the aforesaid property comprising Survey / Khasra No. 59 by way of Sale to M/s. Satyam Gruha Nirman Builders and Land Developes, Nagpur, a Partnership Firm, having its Registered Office at 132, Reshimbag, Nagpur, by a Sale Deed Dated 15-02-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 682/2007 on even date. (3) The aforesaid M/s. Satyam Gruha Nirman Builders and Land Developes, Nagpur lateron transferred the aforesaid property comprising Survey / Khasra No. 59 by way of sale to Shri. Suresh Laljibhai Patel, Mrs. Manisha Suresh Patel, Shri. Kanjibhai Nanjibhai Sodavadia and Mrs. Amita Kanjibhai Sodvadia, by a Sale Deed Dated 06-12-2013, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 13782 on even date. <u>SURVEY/KHASRA NO. 60/1</u> (1) ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra No. 37/1 of MOUZA – GOTALPANJRI, Patwari Halka No. 38 having an area of 1.66 Hector, held in Occupancy Class - 2 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village Gotalpanajri in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Daschya Kushba Dandade, as per records of Adhikar Abhilekh Panji prepared U/s. 115 of Madyapradesh Land Revenue Code of 1954-55.

- (2) Under the Survey and re-measurement carried out by the Government sometime in the year 1979-80 the said land of Survey / Khasra No. 37/1 renumbered as Survey / Khasra No. 60 having an area of 1.75 Hectares.
- (3) Consequent upon the death of the said Shri. Daschya (Dashrath) Kushba Dandade leaving behind him, his 2 sons namely Shri. Sheshrao Dashrath Dandade and Shri. Mahadev Dashrath Dandade and 2 daughters namely Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut, as his only legal heirs, who inherited the said entire property by way of intestate succession and the same is also accordingly mutated in the Revenue Records in Ferfar No. 74 Dated 14-05-2012.
- (iv) By a Partition Deed executed between Shri. Sheshrao Dashrath Dandade and Shri. Mahadev Dashrath Dandade and 2 daughters namely Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut and in terms of which the aforesaid property comprising All That Piece and parcel of land having an area of 0.88 Hectares of land out of Survey / Khasra No. 60 came to the share of Shri. Sheshrao Dashrath Dandade, Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut and remaining land having an area of 0.87 Hectares out of Survey / Khasra No. 60 came to share of Shri. Mahadev Dashrath Dandade, Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut. The said land having an area of 0.88 Hectares renumbered as Survey / Khasra No. 60/1 and 0.87 Hectares renumbered as Survey / Khasra No. 60/2 and the same is also accordingly mutated in their respective names in Revenue Records vide Ferfar No. 75 Dated 27-05-1996.
- (4) During the course of time aforesaid land bearing Survey / Khasra / Gut No. 60/1 & 60/2 of MOUZA – GOTALPANJRI, P.S.K. 38, having an area of 0.88 Hectares & 0.87 Hectares are converted from Occupancy Class 2 Rights (Bhumidhari Rights) to Class 1 Rights (Bhumiswami Rights) under Section 29 Sub Section 2(C) of the Maharashtra Land Revenue Code, 1997 by the Sub Divisional Officer, Nagpur.
- (5) The aforesaid Mrs. Sitabai Vithoba Patil left for heavenly abode on 28-05-2012 leaving behind her his brother Shri. Mahadev Dashrath Dandade and sister namely Mrs. Muktabai Sukhdev Raut, as her only legal heirs, who inherited the said entire property comprising Survey / Khasra / Gut No. 60/1 by way of intestate succession.
- (6) The Shri. Sheshrao Dashrath Dandade and Mrs. Muktabai Sukhdev Raut lateron transferred the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra No. 60/1 of MOUZA – GOTALPANJRI, Patwari Halka No. 38 having an area of 0.88 Hector, Land Revenue Rs. 3.22 Yearly, held in Occupancy Class - 1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village Gotalpanajri in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to Shri. Suresh Laljibhai Patel, Shri. Kanjibhai Nanjibhai Sodavadia, Shri. Laljibhai Rambhai Patel, Mrs. Manisha Suresh Patel, Mrs. Amita Kanjibhai Sodavadia and Miss. Beenal Kanjibhai Sodavadia jointly, by a Sale Deed Dated 27-08-2013, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 9970 on even date. As a result therefore the aforesaid Shri. Suresh Laljibhai Patel, Shri. Kanjibhai Nanjibhai Sodavadia,

Shri. Laljibhai Rambhai Patel, Mrs. Manisha Suresh Patel, Mrs. Amita Kanjibhai Sodavadia and Miss. Beenal Kanjibhai Sodavadia have now become the Joint/Co-owners of the aforesaid property comprising Survey / Khasra No. 60/1 of MOUZA – GOTALPANJRI with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in Revenue Record vide Ferfar No. 1087 Dated 20-08-2017.

KHASRA/SURVEY NO. 60/2

(1) ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra No. 37/1 of MOUZA – GOTALPANJRI, Patwari Halka No. 38 having an area of 1.66 Hector, held in Occupancy Class - 2 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village Gotalpanajri in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Daschya Kushba Dandade, as per records of Adhikar Abhilekh Panji prepared U/s. 115 of Madyapradesh Land Revenue Code of 1954-55.

(2) Under the Survey and re-measurement carried out by the Government sometime in the year 1979-80 the said land of Survey / Khasra No. 37/1 renumbered as Survey / Khasra No. 60 having an area of 1.75 Hectares.

(3) Consequent upon the death of the said Shri. Daschya (Dashrath) Kushba Dandade leaving behind him, his 2 sons namely Shri. Sheshrao Dashrath Dandade and Shri. Mahadev Dashrath Dandade and 2 daughters namely Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut, as his only legal heirs, who inherited the said entire property by way of intestate succession and the same is also accordingly mutated in the Revenue Records in Ferfar No. 74 Dated 14-05-2012.

(4) By a Partition Deed executed between Shri. Sheshrao Dashrath Dandade and Shri. Mahadev Dashrath Dandade and 2 daughters namely Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut and in terms of which the aforesaid property comprising All That Piece and parcel of land having an area of 0.88 Hectares of land out of Survey / Khasra No. 60 came to the share of Shri. Sheshrao Dashrath Dandade, Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut and remaining land having an area of 0.87 Hectares out of Survey / Khasra No. 60 came to share of Shri. Mahadev Dashrath Dandade, Mrs. Sitabai Vithoba Patil and Mrs. Muktabai Sukhdev Raut. The said land having an area of 0.88 Hectares renumbered as Survey / Khasra No. 60/1 and 0.87 Hectares renumbered as Survey / Khasra No. 60/2 and the same is also accordingly mutated in their respective names in Revenue Records vide Ferfar No. 75 Dated 27-05-1996.

(5) During the course of time aforesaid land bearing Survey / Khasra / Gut No. 60/1 & 60/2 of MOUZA – GOTALPANJRI, P.S.K. 38, having an area of 0.88 Hectares & 0.87 Hectares are converted from Occupancy Class 2 Rights (Bhumidhari Rights) to Class 1 Rights (Bhumiswami Rights) under Section 29 Sub Section 2(C) of the Maharashtra Land Revenue Code, 1997 by the Sub Divisional Officer, Nagpur.

	(6) The aforesaid Mrs. Sitabai Vithoba Patil left for heavenly abode on 28-05-2012 leaving behind her brother Shri. Mahadev Dashrath Dandade and sister namely Mrs. Muktabai Sukhdev Raut, as her only legal heirs, who inherited the said entire property by way of intestate succession. (7) The aforesaid Mrs. Muktabai Sukhdev Raut relinquished all her rights, title and interest in the said property in favour of Shri. Mahadev Dashrath Dandade by a Deed of Relinquishment Dated 08-04-2004 which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 2186 on even date and the same is also accordingly mutated in his name in Revenue Records vide Ferfar No. 230 Dated 31-10-2005. (8) The Shri. Mahadev Dashrath Dandade lateron transferred the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra No. 60/2 of MOUZA – GOTALPANJRI, Patwari Halka No. 38 having an area of 0.87 Hector, Land Revenue Rs. 3.18 Yearly, held in Occupancy Class - 1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village Gotalpanajri in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to Shri. Suresh Laljibhai Patel, Shri. Kanjibhai Nanjibhai Sodavadia, Shri. Laljibhai Rambhai Patel, Mrs. Manisha Suresh Patil, Mrs. Amita Kanjibhai Sodavadia and Miss. Beenal Kanjibhai Sodavadia jointly, by a Sale Deed Dated 05-08-2013, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 9156 on even date. As a result therefore the aforesaid Shri. Suresh Laljibhai Patel, Shri. Kanjibhai Nanjibhai Sodavadia, Shri. Laljibhai Rambhai Patel, Mrs. Manisha Suresh Patel, Mrs. Amita Kanjibhai Sodavadia and Miss. Beenal Kanjibhai Sodavadia have now become the Joint/Co-owners of the aforesaid property comprising Survey / Khasra No. 60/2 of MOUZA – GOTALPANJRI with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in Revenue Record vide Ferfar No. 1087 Dated 20-08-2017. As a result thereof the aforesaid to (1) Shri. Kanjibhai Nanjibhai Sodvadia, (2) Mrs. Amita Kanjibhai Sodvadia, (3) Miss. Binal Kanjibhai Sodvadia,(4) Shri. Suresh Laljibhai Patel, (5) Mrs. Manisha Suresh Patel, And (6) Shri. Laljibhai Rambhai Patel jointly or severally own and possess Khasra/Survey Nos. 59, 60/1 and 60/2 of MOUZA – GOTALPANJRI, P.S.K. 59 as mentioned above and the same is also accordingly mutated in their names in all revenue records as also in the 7/12 Extract. The details of the same are as under:
	N.A. permission :
	The aforesaid land of Khasra / Gat No. 59, 60/1 and 60/2 of MOUZA – GOTALPANJRI, P.S.K. 59 is converted for Non Agricultural (Residential) Use passed by the Collector, Nagpur vide its Order Dated passed in Revenue Case No. -----@,U,IH&34@ekStk xks/vkG ikatjh@2021&22;
	Lay-out Sanction :
	For the purpose of development of said land the aforesaid Vendors/Promoter entered into an

	Agreement of Development with Nagpur Metropolitan Region Development Authority, Nagpur on_____upon several terms and conditions contained therein; In terms of the said Agreement, the Executive Engineer Nagpur Metropolitan Region Development Authority Nagpur has recommended and approved the layout Plan of said land vide its Letter No. का. अभि./नामप्रविप्रा/६२०१.
(2)	Real Estate Project Name:
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as “SUPER CITY-2” (Hereinafter referred to as the “Project”)
	Address :
	Khasra / Gat No. 59, 60/1 and 60/2 of MOUZA – GOTAL PANJRI, P.S.K. 59, Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – 440034.
	Architect :
	The Vendors/Promoter has appointed Architect Shri. Umesh M. Lamge having its office at Plot No. 402, Daya Chambar, Ajni Sq. Wardha Road, Nagpur-440015.
	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Nagpur Metropolitan Region Development Authority, Nagpur has approved Basis FSI of 1.100 to the said Plot.
	Amenity Space / Public Utility Plot :
	Open Space of_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. “SUPER CITY-2” is duly register with the said Authority vide Registration No. _____.
	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 Vendors/Promoter have 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 Vendors/Promoter hereby declare that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding reservation in said land :
	The Vendors/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from local authority, Internal Roads 4054.71 Sq.Mtrs.; Open Space 19200 Sq. Mtrs. are to be handed over to the local authority. Apart from this, the Vendors/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.

(4)	Interest shown by the Allottee/Purchaser :
	Allottee/Purchaser was in search of residential Plot in vicinity of Village – Gotal Panjri and that is when she/he came to know about the said project of the Vendors/Promoter. The Vendors/Promoter has disclosed entire information alongwith 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 “ SUPER CITY-2 ” 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 Vendors/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.
	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.
	<u>NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-</u>
I	Obligation of the Vendor/Promoter :
	(1) Said Plot :
	As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendors/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 Vendors/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 Vendors/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 Vendors/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 Vendors. 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 Vendors/Promoter hereby assure 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 Vendors/Promoter hereby agree 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 Plot 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 assure 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.
	(9) Conveyance / Sale Deed :
	The Vendors/Promoter hereby assure 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 Vendors/Promoter and has No Objection against the Vendors/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 Vendors/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 Vendors/Promoter.
	(4) Consideration Amount :
	After due discussions, diligence and negotiations between the Vendors/Promoter and the Allottee/Purchaser, the Allottee/Purchaser hereby agrees to purchase from the Vendors/Promoter and the Vendors/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 Vendors/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 Vendors/Promoter as per the payment schedule more particularly described in Schedule D.
	(6) Early payment :

	If the Vendors/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 Vendors/Promoter will be liable for Maintenance of said Lay-out after formation of Association/Society.
	(9) 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 Vendors/Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.
	(10) 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.
	(11) 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 Vendors/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 Vendors/Promoters.
	(12) 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.
III	General/ Miscellaneous stipulations :
	(1) Time Extension :
	The Vendors/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 Vendors/Promoter.
	(2) Name in which payment is to be drawn for Consideration Amount :
	Vendors/Promoter specifically communicates to the Allottee/Purchaser that the Allottee/Purchaser shall make the payments for Consideration Amount to the Vendors/Promoter by Demand Draft or by local cheques drawn in the name of SHRI. KANJIBHAI S/o NANJIBHAI SODAVADIA & SHRI. SURESH S/o LALJIBHAI PATEL AND OTHERS or by electronic mode of transfer. NEFT/ RTGS details are as under: i. Account Holder Name SHRI. KANJIBHAI S/o NANJIBHAI SODAVADIA & SHRI. SURESH S/o LALJIBHAI PATEL AND OTHERS GOTALPANJRI ii. Bank Name :- HDFC BANK iii. Branch :- TRIMURTY NAGAR, NAGPUR iv. Account Number - 50200064625150 v. IFSC code - HDFC0005192 vi. Account type : CURRENT ACCOUNT
	(3) Change in consultants :
	The Vendors/Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	(4) Termination of Agreement by Vendors/Promoter :
	Without prejudice to the right of the Vendors/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 Vendors/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 Vendors/Promoter within a period of 15 days, then the Vendors/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 Vendors/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 Vendors/Promoter, then the Vendors/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 Vendors/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 Allottee/Purchaser Address:- e-mail : Name of Vendors/Promoters : (1) SHRI. SURESH S/o LALJIBHAI PATEL, (2) SHRI. KANJIBHAI S/o NANJIBHAI SODAVADIA, (3) MRS. MANISHA W/o SURESH PATEL AND (4) MRS. AMITA W/o KANJIBHAI SODAVADIA Address : Plot No. 35, Sujata Layout, Dindayal Nagar, Ring Road, Nagpur-440 022, Tahsil and District – NAGPUR. e-mail : It shall be the duty of the Allottee/Purchaser and the Vendors/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 Vendors/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 Vendors/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 Vendors/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 Vendors/Promoters staff in the Lay-out :
	The Allottee/Purchaser shall permit the Vendors/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 Vendors/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 Metropolitan Regional Development (NMRDA)/Grampanchayat and that the

	demand for water will be fulfilled either through bore-well or Well. The Vendors/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 Vendors/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendors/Promoters will attend such office and admit execution thereof.												
	(13) Stamp Duty												
	The Allottee/Purchaser/Vendors herein has paid Stamp Duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015.												
	SCHEDULE – A (SAID ENTIRE PROJECT LAND)												
	ALL THOSE Pieces and Parcels of Agricultural lands bearing Survey / Khasra Nos. 59, 60/1 and 60/2 of MOUZA – GOTALPANJRI, Patwari Halka No. 38, having an area of 0.17 Hectors, 0.88 Hectares and 0.87 Hectares respectively, Rental Rs. 0.50, Rs. 3.22 and Rs. 3.18 respectively, all held in Occupancy Class - I Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Gotalpanjri, in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under – <table><tr><td>ON THE EAST</td><td>-</td><td>BY</td></tr><tr><td>ON THE WEST</td><td>-</td><td>BY</td></tr><tr><td>ON THE NORTH</td><td>-</td><td>BY</td></tr><tr><td>ON THE SOUTH</td><td>-</td><td>BY</td></tr></table>	ON THE EAST	-	BY	ON THE WEST	-	BY	ON THE NORTH	-	BY	ON THE SOUTH	-	BY
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ON THE SOUTH	-	BY											
	SCHEDULE – B (SAID PLOT)												
	ALL THAT Piece and Parcel of land bearing Plot No..... containing by admeasurement Square Meters. (OR Square Feet) out of the sanctioned layout carved on the land described in Schedule - A and known and styled as “SUPER CITY-2”, and the said Plot is bounded as under – <table><tr><td>ON THE EAST</td><td>-</td><td>.....</td></tr><tr><td>ON THE WEST</td><td>-</td><td>.....</td></tr><tr><td>ON THE NORTH</td><td>-</td><td>.....</td></tr><tr><td>ON THE SOUTH</td><td>-</td><td>.....</td></tr></table>	ON THE EAST	-		ON THE WEST	-		ON THE NORTH	-		ON THE SOUTH	-	
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	SCHEDULE- C DEVELOPMENT WORKS OF THE PROJECT 1) Cement Concrete/ C C Paver block Road 2) R.C.C./H.D.P.E. Pipe Sever line 3) Strom Drainage Line 4) Water Pipe Line 5) Open space Compound wall 6) Sewage Treatment Plant 7) Rain Water Harvesting Chamber 8) Electric Network with Transformer 9) Street Light 10) Common Lay-out fencing with barbet wire & Cement Concrete Poll 11) Common Entrance Gate
	SCHEDULE- D (PAYMENT SCHEDULE)
	Rs...../- (Rupees) Only paid by the Purchaser to the Vendors/Promoter as Earnest Money by Cheque No..... Dated drawn on at the time of Booking, the receipt whereof is hereby acknowledged by the Vendors/Promoter. Rs...../- (Rupees) Only paid by the Purchaser to the Vendors/Promoter by Cheque No. _dated drawn on the receipt whereof is hereby acknowledged by the Vendors/Promoter. Rs...../- (Rupees)Only agreed to be paid by the Purchaser to the Vendors after receiving RL(Release letter) at the time of registration of Sale Deed or possession whichever is earlier. Rs...../- (TOTAL RUPEES ONLY).

IN WITNESS WHEREOF the VENDORS/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.

SIGNATURE & FULL NAME

(SURESH LALJIBHAI PATEL)

Forself and also Duly Constituted Attorney For

Shri. Kanjibhai nanjibhai Sodavadia,

Mrs. Manisha Suresh Patel, Mrs. Amita

Kanjibhai Sodavadia, Laljibhai Rambhau

Patel, Bimal Kanjibhai Sodavadia

VENDORS/PROMOTERS

(.....)

ALLOTTEE/PURCHASER