G7-2122-1674

AGREEMENT TO SELL

FOR RS._____ONLY
(RUPEES_____ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)
RS._____ONLY

THIS AGREEMENT TO SELL is made and executed at Nagpur on this.....day of ..... **2022** BY AND BETWEEN:

M/S. KARAMCHAND REALTECH PRIVATE LIMITED, A Company duly incorporated under the Companies Act, 1956 having CIN U 70101 DL 2005 PTC139546, and having its Registered Office at 72, Okhala Industrial Estate, Phase III, New Delhi-110020, (PAN AACCK6376N and acting through its **Authorised Signatory SHRI. Vivek Chaturvedi S/o Jai Shiv Nath Chaturvedi,** Aged about 57 Years, , (PAN AAMPC6486E, Aadhar UID 382466474456 , Mobile 9810120286, Resident of R/o B-34, Sector-49, Noida, Uttar pradesh here-in-after known and referred to as the "**SELLER / PROMOTER**" which expression shall unless repugnant to the context or meaning thereof always means and include the said "**COMPANY**" and its Directors, as well as its liquidators, Shareholders, legal Representatives, Executors, administrators, Successors and assignees of the **ONE PART**, AND

IN FAVOUR OF

Contd. . .

SHRI_____aged about _____ years, Occupation – Service / Business, (PAN_____, UID _____), Resident of_____, here-in-after known and referred to as the "ALLOTTEE/PURCHASER/S" which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "ALLOTTEE/PURCHASER/S" as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the OTHER PART.

WHEREAS, the SELLER/PROMOTER is the sole and exclusive owner of non-agricultural Land bearing Survey No. 15 of MOUZA – JAMTHA, Patwari Halka No. 42, having an area of 1.34 Hectares, Rental Rs. 6.12 Yearly, held in Occupancy Class - I Rights, situated at Village - Jamtha within the limits of Nagpur Metropolitan Region in Tahsil – Hingna and District – NAGPUR; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra / Gut No. 15 of MOUZA – JAMTHA, having an area of 1.34 Hectares, Rental Rs. 6.12 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 – Jamtha in Tahsil – Hingna and District – NAGPUR, originally belonged to Shri. Harischandra Keshavrao Daf, as a recorded owner thereof; AND

WHEREAS the aforesaid Shri. Harischandra Keshavrao Daf later on transferred/sold the said property in favour of M/s. Karamchand Realtech Private Limited, by a Sale Deed Dated 15-02-2007, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1042 on 20-02-2007. The said deed is duly signed by (i) Shri. Dayaram Harishchandra Daf, (ii) Shri. Wasudeo Harishchandra Daf, (iii) Smt. Shewantabai Harishchandra Daf, (iv) Smt. Rajshree Manoj Waghmare, (v) Shri. Satish Sadashiv Umate, (vi) Miss. Ganga Sadashiv Umate and (vii) Miss. Manisha Sadashiv Umate, in tha capacity of Confirming Parties; AND

WHEREAS the aforesaid M/s. Karamchand Realtech Private Limited has got the above said land bearing Kh. No. 15 of Mouza – Jamtha converted for Non-Agricultural (Residential) use as per the letter of The Tahsildar, Nagpur (Rural) vide his Order Dated 03/03/2022 passed in Revenue Case No.160/NAP/Mouza-Jamtha/Nag-Gramin/2021-22; AND

As a result, therefore the aforesaid M/s. Karamchand Realtech Private Limited has now become an exclusive, absolute and full owner of the aforesaid Non-agriculture land comprising Kh. No. 15 of Mouza – Jamtha, having an area of 1.34 Hectares, Rental Rs. 6.12 Yearly with heritable and transferable rights therein and same is accordingly recorded in the Revenue Record vide Ferfar Entry No._____ Dated_____; AND

WHEREAS the aforesaid M/s. Karamchand Realtech Private Limited prepared a Plan of the layout for the said Kh. No. 15 consisting of various Plots of different sizes therein and the said layout is duly sanctioned and approved by the_____,_____ vide Permit No._____Dated_____.

i) That the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dt. 04.03.2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 dt. 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Planning Authority for Development Area u/s 42A of the M. R. & T. P. Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority u/s 42D thereof for the said area.

ii) That Nagpur Metropolitan Region Development Authority has tentatively sanctioned the residential Lay-out carved on the said entire land of Kh. No. _____, admeasuring about _____Hectares consisting of various residential Lay-out plots vide Letter bearing No. dk-vfHk-@UKEI@oi@ ----------dated _____ and the seller is under the process of obtaining final sanctioned Lay-out as well as to obtain the use of the said land to be converted from agricultural into residential purposes since the said land is under the residential zone under the Development Plan of Nagpur Region sanctioned by the Govt. on 05.01.2018.

WHEREAS, the SELLER/PROMOTER decided to develop the aforesaid land of Kh. No. 15 of Mouza – JAMTHA into a residential Lay-out on the said entire land and applied to Collector, Nagpur for the change of the use of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. 160/NAP-34/Mouza-Jamtha /2021-22 dated 03/03/2022 and the Lay-out on the said land is also recommended for final approval by the Executive Engineer, NMRDA, Nagpur vide letter No. vfHk-@UKEI@oi@---------- dated _____. The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as Karamchand Dream 1; AND

WHEREAS, the SELLER/PROMOTER has agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the Executive Engineer, NMRDA; AND

WHEREAS, the SELLER/PROMOTER got the Lay-out Project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority and the said Authority granted the registration of the Project bearing No. P505000_____; AND

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

WHEREAS, the ALLOTTEE/PURCHASER/S here-in-above approached to the SELLER/PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as Karamchand Dream 1 and has agreed to pay the cost of developed plot to the SELLER/PROMOTER; AND

WHEREAS, the SELLER/PROMOTER here-in decided to sell the various Lay-out plots and the ALLOTTEE/PURCHASER/S approached the SELLER/PROMOTER for purchase of Plot in the said Lay-out and the SELLER/PROMOTER having accepted the proposal of the PURCHASER/S agreed to sell the Plot bearing No. ____, admeasuring about _____ Sq. Mtrs. for a total consideration of Rs._____/- (Rupees _____ Only) agreeing inter-alia that the SELLER/PROMOTER will execute Sale Deed relating to said plot in favour of ALLOTTEE/PURCHASER/S on receipt of agreed consideration; AND

WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the SELLER/PROMOTER hereby agrees to sell and the ALLOTTEE/PURCHASER/S hereby agrees to purchase the Residential Lay-out Plot and it has now become necessary to reduce to writing the terms and conditions of Sale of said Lay-out Plot agreed to between the parties and transfer all rights, title and interest in the said plot to the ALLOTTEE/PURCHASER/S after completing all the formalities and execution of Sale Deed thereof.

WE the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of sale agreed to between us which are as under.

NOW THEREFORE THIS AGREEMENT TO SELL
WITNESSES AS FOLLOWS:

(1) The SELLER/PROMOTER is the sole and exclusive owner of ALL THAT piece and parcel of non-agricultural land bearing Kh. No. 15 of Mouza – JAMTHA, admeasuring about 1.34 Hectares, held in Occupant Class I Bhumiswami rights situated at Village- Jamtha within the limits of Nagpur Metropolitan Region in Tahsil – Hingna and District – NAGPUR, and the residential Lay-out carved thereon known as "Karamchand Dream 1". The SELLER/PROMOTER has agreed to sell the Lay-out Plot bearing No._____, admeasuring about _____Sq. Mtrs. and more particularly described in the **Schedule - A** hereunder written to the ALLOTTEE/PURCHASER/S herein for a total

consideration of Rs. _____/- (Rupees _____ _____Only).

(2) The ALLOTTEE/PURCHASER/S has paid an amount of Rs._____/- (Rupees _____ Only) to the SELLER/PROMOTER at the time of execution of this Agreement as stated in the manner appearing here-in-below, which is adjusted towards the part consideration for sale of the said plot at the time of execution of this Agreement. The SELLER/PROMOTER acknowledges to have received above sum being part payment at the time of execution of this Agreement to sell from the ALLOTTEE/PURCHASER/S.

(3) The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the SELLER/PROMOTER in the manner stipulated in **Schedule - B.** That the SELLER/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed at its own costs and consequences.

(4) It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

(5) 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/Purchasers in Lay-out have booked and got registered their plots in 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.

(6) The Vendor/Promoter hereby assures that it shall maintain the society for 5 years from the date of commencement of project. The charges for Maintenance of society is mentioned in Schedule "B". Maintenance will be for those things which has been developed by Seller/Promoter as per

(7) The SELLER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans and shall before handing over possession of the Residential Plot to the ALLOTTEE/PURCHASER/S, obtain Release Letter from the concerned competent authorities.

(8) Time is essence for the SELLER/PROMOTER as well as the ALLOTTEE/PURCHASER/S. The SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the possession of Residential Plot to the ALLOTTEE/PURCHASER/S after receiving the Release Letter. Similarly, the ALLOTTEE/PURCHASER/S shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous development by the SELLER/PROMOTER.

Contd. . .

(9) The SELLER/PROMOTER shall give possession of the plot hereby agreed to be sold to the ALLOTTEE/PURCHASER/S on_____, on the SELLER/PROMOTER completing all necessary formalities. If the SELLER/PROMOTER fails or neglects to give possession of the plot to the ALLOTTEE/PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date then the SELLER/PROMOTER shall be liable to refund on demand to the ALLOTTEE/PURCHASER/S, the amounts already

received by it in respect of the said Plot with interest from the date of receipt till refund.

Provided further that the SELLER/PROMOTER shall not deliver the actual physical possession of the said Residential Plot to the ALLOTTEE/PURCHASER until the entire consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees, GST or any other charges, fees, levies as applicable are paid by the ALLOTTEE/PURCHASER in full to the Promoter hereto.

Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –

(i) War, civil commotion/pandemic 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.

(10) That, the SELLER/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the SELLER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The SELLER/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLER/PROMOTER.

(11) The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential / legal Purposes as permitted by Statutory authority.

(12) The SELLER/PROMOTER hereby represents and warrants to the ALLOTTEE/PURCHASER/S as follows:

i. The SELLER/PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land,

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

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

viii. The SELLER/PROMOTER confirms that the SELLER/PROMOTER is not restricted in any manner whatsoever from selling the said Residential Plot to the ALLOTTEE/PURCHASER/S in the manner contemplated in this Agreement;

ix. The SELLER/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said land to the competent Authorities upto the date of handing over of the possession

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

(13) The SELLER/PROMOTER shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(14) THAT the SELLER/PROMOTER shall hand over the possession of the said plot to the ALLOTTEE/PURCHASER/S at the time of execution and registration of Sale Deed on receipt of full and final agreed consideration.

(15) That it is agreed by the ALLOTTEE/PURCHASER/S that after taking over of the possession of the said plot, he/she/they shall get the Building Plan of the proposed building to be constructed on the said plot of land sanctioned at his/her/their own costs from the appropriate authorities and shall commence the construction activities and complete the same within the time period in accordance to the rules and regulations of the sanctioning authority and the ALLOTTEE/PURCHASER/S agrees to abide by all the prevailing land laws and Development Control Rules.

(16) It is agreed that the ALLOTTEE/PURCHASER/S shall obtain his/her/their own electric meter on payment of necessary deposit, connection charges, overhead expenses to the MSEDCL / SNDL as and when required.

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

(18) THAT it is agreed that the SELLER/PROMOTER shall execute the Sale Deed of the said plot in favour of the PURCHASER/S or his/her/their nominees.

(19) It is agreed that necessary expenses, charges, Stamp Duty, legal expenses etc., for execution of this Agreement and Sale Deed shall be borne and payable by the ALLOTTEE/PURCHASER/S.

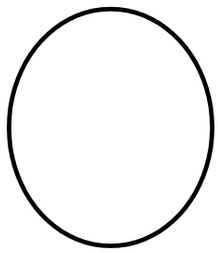
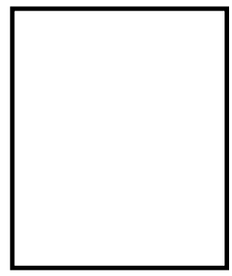
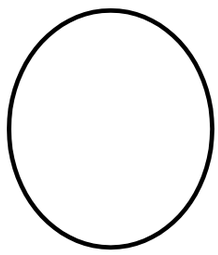
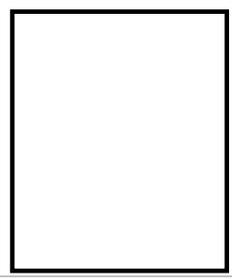
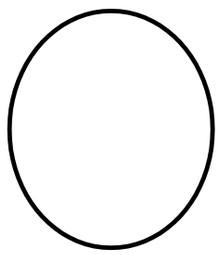
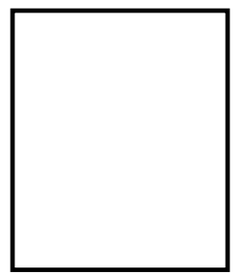
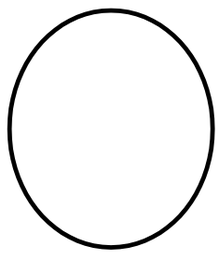
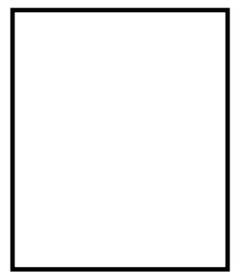
SCHEDULE – "A"

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land being Plot bearing No._____, admeasuring about_____Sq. Mtrs. (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as_____carved on ALL THAT piece and parcel of non-agricultural land bearing Kh. No. 15 of Mouza – JAMTHA, admeasuring about 1.34 Hectares, held in Occupant Class I Bhumiswami rights situated at Village-Jamtha within the limits of Nagpur Metropolitan Region in Tahsil – Hingna and District – NAGPUR and the same is bounded as under:

ON THE EAST : BY_____,
ON THE WEST : BY_____,
ON THE NORTH : BY_____,
ON THE SOUTH : BY_____.

IN WITNESES WHEREOF THE SELLER/PROMOTER AND THE ALLOTTEE/PURCHASER/S hereto have signed this AGREEMENT TO SELL at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**FOR M/S. KARAMCHAND REALTECH PRIVATE LIMITED** **(_____)** **Authorised Signatory** **SELLER/PROMOTER**
02			_____ **ALLOTTEE/PURCHASER**
WITNESSES :-			
I			_____ **WITNEESS NO. 1**
II			_____ **WITNEESS NO. 2**

SCHEDULE – "B"

MANNER OF PAYMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
	AMOUNT RECEIVED		

OR

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs._____/- (Rupees _____ _____Only) in the following manner.

Amount Rs.	Payable on or before
	TOTAL AMOUNT

Apart from above mentioned sale consideration, an allottee is required to pay following charges at the time of agreement

Sr.no	Particulars	Amount
1.	Maintenance Charges	10,000.00
2.	Legal charges	7,500.00
3.	Mutation charges	2,500.00
	Total	**20,000.00**