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, 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

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 as per 7/12 (1.14 hectares as per "K" prat), 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 as per 7/12 (1.14 hectares as per "K" prat), 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 Tahsildar, Nagpur (Rural) vide his Order Dated

03/03/2022 passed in Revenue Case No.160/NAP/Mouza-Jamtha/Nag-Gramin/2021-22;

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 as per 7/12 (1.14 hectares as per "K" prat), 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 letter No. Kaa/ abhi/ Naampravipra/6445 Dated 03.01.2022

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.

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;

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 as per 7/12 (1.14 hectares as per "K" prat), 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 - B** hereunder written to the ALLOTTEE/PURCHASER/S herein for a total consideration of Rs. ____/-(Rupees _

_____

_____

_____Only). (Excluding GST)

(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 ofthe 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 - C.** 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. Interest to be charged will be as per prevailing SBI Interest rate.

(5) The Seller/Promoter hereby assures that it will assist in formation of society /association of allottee /purchasers (as may be applicable) 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 government approvals will not be on the account of the Seller/Promoter.

(6) The Seller/Promoter hereby assures that it shall maintain the society common areas and common amenities for **3 years** from the **offer letter date of possession of herein above mentioned plot**. The charges for Maintenance of society is mentioned in Schedule "C". Maintenance will be for those amenities and common area which has have been developed by Seller/Promoter as per development agreement entered with NMRDA.

(7) The Seller / Promoter would remove costly equipment and such items from the site

which are liable to get stolen or misused if left unattended in case the society/premises remains unoccupied or there is minimal inhabitation.

(8) The SELLER/PROMOTER hereby agrees to observe, perform and comply with all

(9) 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 plan

(10) 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.

(11) The Seller/ Promoter shall enter into development agreement with NMRDA to carry out the development work like providing concrete road in the layout, RCC pipe storm drains, water pipe line, tree plantation in open space, providing sewer line in the layout etc.

(12) In case any tax, cess, betterment charges, compounding charges, development charges levied on the said property, then the purchaser agrees and undertake to pay the same to the concerned authority and shall keep indemnified seller against such expenses, once the property has been handed over to the ALLOTTEE/PURCHASER.

(13) All the communication including sharing of payment plan, receipt, allotment letter, scan copy of Agreement to sell & sale deed etc will be shared over mail. Purchaser/ allottee can send their issues, queries on the mail id .....

(14) It is understood by purchaser that if purchaser makes any payment before the due date then also he will not be entitled to any early payment discount.

(15) All those taxes which are levied in future either on the project or property or allottee/purchaser will be borne by the ALLOTTEE/PURCHASER.

(16) Cheque to be drawn or online Payment is to be made in the name of Karamchand Realtech Pvt. Ltd. Bank details of Karamchand Realtech Pvt. Ltd was shared at the time of booking.

(17) If the purchaser fails to make payment within 15 days from the date of demand, then the seller shall levy the interest at the then prevailing SBI Interest rate. However, if the delay exceeds more than 1 month then the seller has the right to cancel the agreement and refund the amount to purchaser after deduction of

up to 10% of consideration amount towards liquidated damages. Similarly, if purchaser opts to cancel the booking then the seller will deduct up to 10% of consideration amount & refund the balance amount in next 15 days. Further, in the case of cancellation of booking by purchaser, the seller is not liable to pay any taxes, duties such as stamp duty, registration charges, GST which has already been paid to the government. In the case of cancellation of booking by purchaser, he has to make his own effort at his own cost in applying for refund of stamp duty and registration charges from the government authorities.

(18) As per requirement of Central ground water authority, permission is required for extraction of ground water. Seller/ Promoter shall apply with CGWA and obtain the permission for extraction of ground water. The monthly payment will be governed by the water withdrawn by reading on the meter over the borewell connection which will be controlled and charged by the society.

(19) The SELLER/PROMOTER shall give possession of the plot within 1 months from the date of execution of sale deed. 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. Applicable interest will be the prevailing SBI Interest rate at that time.

(20) 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.

(21) 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.

(22) 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 execute the sale deed in favour of Purchaser. The purchaser is thereafter required to take possession of plot within 15 days after intimation of possession from Seller/Promoter. 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.

(23) 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 / legally permissible purposes as permitted by Statutory authority.

(24) 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/project/property to the competent Authorities upto the date of offer for handing over of the possession of the plot sold to Purchaser.

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.

(25) The SELLER/PROMOTER shall maintain a separate Bank account of the following

a. RERA prescribed collection and Retention accounts in respect of sums received by the Promoter from the Purchaser as an advance or deposit, expenses done towards the development of project.
b. Stamp duty, Registration & legal charges shall be deposited directly in the account of advocate (as per details shared with customer at the time of booking).

Legal charges for drafting the agreement and the Mutation charges is mentioned in Schedule “C”.

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(26) 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.

(27) 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.

(28) 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 by the society.

(29) 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.

(30) The Seller/ 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. Our appointed Architect Mr. Chandrashekhar Giripunje has ensured that plans and drawings are prepared as per required applicable norms.

(31) If there is any variation in plot area than that has been agreed upon between Seller and buyer, then the difference in area will be settled at the rate that has been agreed between buyer and seller at the time of booking of plot.

(32) 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 be

governed by terms and condition imposed by Planning authority/ Grampanchayat

(33) This agreement is subject to the jurisdiction of 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.

(34) For the purpose of registration of any document, related to selling of plot, at any government office, the Allottee/ Purchaser and/or Seller/Promoters or the person authorised by Seller on its behalf shall attend the proper registration office within the time limit prescribed by the Registration Act and the Seller/Promoters or the person authorised by Seller will attend such office and admit execution thereof.

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 as per 7/12 (1.14 hectares as per "K" prat), 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_____.

ADDRESS OF THE PROJECT

Khasra No. 15, Near to National Cancer Institute, Jamtha, Nagpur-441108

SCHEDULE – "B"- Location of Plot

Plot No-.....

Surrounded by

ON THE EAST : BY_____,

ON THE WEST : BY_____,

ON THE NORTH : BY_____,

ON THE SOUTH : BY_____.

SCHEDULE – "C"

MANNER OF PAYMENT

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

OR

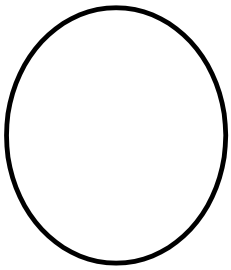
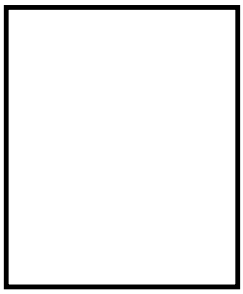
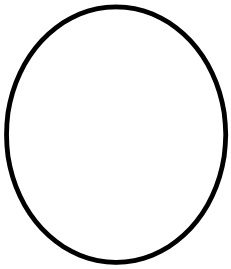
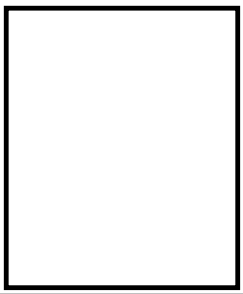
It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs.____/- (Rupees _____ _____Only) in the following manner.

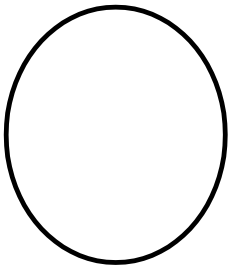
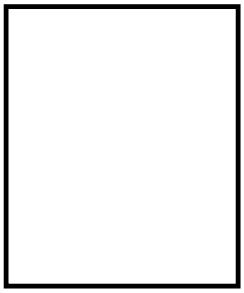
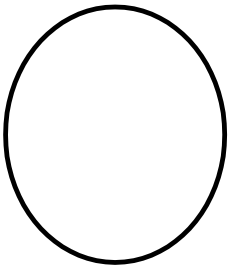
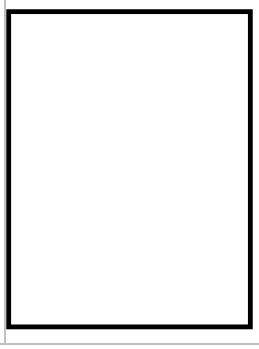
Amount Rs.	Payable on or before
	TOTAL AMOUNT

Apart from above mentioned sale consideration, an allottee is required to pay following charges at the time mentioned in remarks below:

Sr.no	Particulars	Amount	Remarks
1.	Maintenance Charges for 3 years	10,000.00	Before the execution of sale deed
2.	Legal charges	7,500.00	Either before Registration of Agreement to sale or the sale deed as the case may be
3.	Mutation charges	2,500.00	Before the execution of sale deed.
	Total	**20,000.00**	

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**