

AGREEMENT TO SELL FOR Rs. _____ Only
(Rs. _____ Only)
Plot No. _____, Area _____ Sq. Mts.
Stamp Duty paid Rs. _____
Market Value at Rs. _____
At the rate of _____/- Sq. Mt.
Kh. No. 74/1, 74/2, 73/2, 73/1 & 73/3 (Part)
Mouza Lawa (Nagpur Gramin), Tah. & Dist. Nagpur

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this
_____ Day of _____, 2023 BETWEEN:

- 1) **Shri Ashok Agarwala S/O Late Shri. Subhas Kumar Agarwala**, aged about 68 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACRPA9775B, Aadhar Unique Identity No. 8373 6385 7279.
- 2) **Smt. Reena Agarwala W/O Shri Ashok Agarwala**, aged about 65 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACVPA3543R, Aadhar Unique Identity No. 4473 1374 4182.
- 3) **Shri Anil Agarwala S/O Late Shri. Subhas Kumar Agarwala**, aged about 59 Yrs., Occ. Business, R/o 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA3372D, Aadhar Unique Identity No. 6109 1956 9274.
- 4) **Smt. Smita Agarwala W/O Shri Anil Agarwala**, aged about 57 Yrs., Occ. Business, R/O 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ADOPA8853E, Aadhar Unique Identity No. 9506 6343 4789.
- 5) **Shri Gaurav Agarwala S/O Shri Ashok Agarwala**, aged about 44 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8634 2057.
- 6) **Smt. Akanksha Agarwala W/O Shri Gaurav Agarwala**, aged about 44 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. AFGPA2718C, Aadhar Unique Identity No. 8383 4220 0301.
- 7) **Shri. Rahul Agarwala S/O Shri. Ashok Agarwala**, aged about 38 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013 having PAN No. AEDPA2431C, Aadhar Unique Identity No. 2474 5910 8206.
- 8) **M/s Subhas Kumar Ashok Kumar (HUF) through Karta Shri Ashok Agarwala S/O Late Shri Subhas Kumar Agarwala**, aged about 68 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. AAHHS2159B, Aadhar Unique Identity No. 8373 6385 7279.
- 9) **M/s Ashok Agarwala & Sons (HUF) through Karta Shri Ashok Agarwala S/O Late Shri Subhas Kumar Agarwala**, aged about 68 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur – 400013, having PAN No. AADHA2521F, Aadhar Unique Identity No. 8373 6385 7279.

- 10) **M/s Anil Agarwala (HUF) through Karta Shri Anil Agarwala S/O Late Shri. Subhas Kumar Agarwala**, aged about 59 Yrs., Occ. Business, R/O 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA3372D, Aadhar Unique Identity No. 6109 1956 9274.
- 11) **M/s Gaurav Agarwala (HUF) through Karta Shri Gaurav Agarwala S/O Shri Ashok Agarwala**, aged about 43 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8634 2057.
- 12) **M/S. SANDEEP DWELLERS PRIVATE LIMITED**, a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, "Gulmohar", Temple Road, Civil Lines, Nagpur-440 001, (**Income Tax PAN AACCS0133P**), acting through its Authorized Director **Shri. Gaurav Agarwala S/O Shri. Ashok Agarwala**, Aged about 44 Years, Occupation - Business, **Aadhar Unique Identity No. 3431 8634 2057**, R/O 501, "Silver Oak", Raj Nagar, Katol Road, Nagpur-400013.

Vendors Nos. 1, 2, 6, 7, 8, 9 through Power of Attorney holder, and for self, i.e. Vendor Nos. 5 & 11, and as Director of Vendor No. 12 Shri Gaurav Agarwala S/O Shri Ashok Agarwala, aged about 44 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8634 2057, & **Vendor No. 4 through Power of Attorney, and for self, i.e Vendor No. 3 and 10, Shri Anil Agarwala S/o Late Shri. Subhas Kumar Agarwala**, aged about 59 Yrs., Occ. Business, R/O 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA3372D, Aadhar Unique Identity No. 6109 1956 9274, who are fully empowered and qualified to execute and present and admit this Deed.

Herein after referred to as **VENDORS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS**, as well as their legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

Shri. _____, **S/O Shri.** _____, aged about ____ yrs.,
Occ. _____, **having PAN No.** _____, **Aadhar Unique Identity No.** _____, and **Smt.** _____, **W/O Shri.** _____, aged about ____
Years, Occ. _____, **having PAN No.** _____, **Aadhar Unique Identity No.** _____, both R/O _____, _____, _____, _____,
Nagpur-_____, hereinafter called the "**PURCHASER**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS

A. Description of the Land & Property :

The Vendors herein above named are exclusive, absolute and full Owners of the property comprising of ALL THAT Piece and Parcel of land bearing F. Sr. No.73/2 admeasuring 0H 81R & F. Sr. No.74 admeasuring 11H 06R both holding Occ. Class I, P. H. No. 4 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur having purchased the same vide registered Sale Deed Dt. 5.7.2008 registered at Sr. No. 03652-2008 in the office of Sub-Registrar- (Gramin)-10.

The revenue authorities have got the areas of the aforesaid lands reduced in respect of F. Sr. No.73/2 from 0H 81R to 0H 51R and in respect of F. Sr. No.74 from 11H 06R to 10H 66R.

The Vendors herein above named are also exclusive, absolute and full Owners of the property comprising of ALL THAT Piece and Parcel of land admeasuring 2,840 Sq. Mts. out of land bearing F. Sr. No.72/1, 72/2, 73/1 & 73/3 holding Occ. Class I, P. H. No. 4 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur having purchased the same vide registered Sale Deed Dt. 13.4.2017 registered at Sr. No. 3042-2017 in the office of Sub-Registrar-7.

The parties to the aforesaid Sale Deed Dt. 13.4.2017, have executed Correction Deed Dt. 21.12.2019 registered at Sr. No. 13053-2019 in the office of Sub-Registrar- (Gramin)-10 whereby stating that the land purchased therein comprises out of land bearing F. Sr. No. 73/3 out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur.

By the Order Dt.19.8.2019, the Sub-Divisional Officer, Nagpur (Gramin) ordered for correction of area in respect of land bearing F. Sr. No.74 from 10H 66R to 10H 77R.

The Vendors have entered into a Lease Agreement Dt. 15.6.2016 with M/S Kalyani Education in respect of F. Sr. No.73/2 admeasuring 0H 81R & for land admeasuring 2H 59R out of F. Sr. No. 74.

The Competent Authority, M/S Nagpur Metropolitan Region Development Authority Trust out of the aforesaid lands comprising of land bearing F. Sr. No. 73/2 (0H 51R), F.Sr.No.74 (10H 77R) & F.Sr.No.73/3 (2,840 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur, has Tentatively Sanctioned the Layout in terms of its Order No.E. E./NMRDA7519 Dt. 13.9.2022 and out of the total land, 49,380.731 Sq. Mts. of land is sanctioned as Platable (Saleable) Area (herein after referred to as the "Project Land" and more particularly described in First Schedule Written Herein Below).

The Vendors have decided to develop the said project land into a layout comprising of various sizes of plots as sanctioned by the competent authority which shall be named and styled as "AARANYAM, A Project by SDPL".

AND WHEREAS, the Vendors do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the VENDORS have clear possession of the said Project Land. The said Project Land is freehold property and presently for

establishing title no separate permission is required to be obtained from Government or any other Authority.

B. Title Certificate:

The title of the Vendors is duly verified through their advocate Shri Ashish S. Mehadia and has certified that the title of the present Vendors is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon and sale of the constructed plots, as well as the entire subject matter or any part thereof. The authenticated copy of the said Title Certificate is attached herewith as **Annexure – A** and 7/12 Extract is attached herewith as **Annexure – B**.

C. Exclusive Right to Sell and Develop:

The Vendors amongst themselves have arrived at a mutual understanding, that the Vendor No. 12 - M/s Sandeep Dwellers Pvt. Ltd. alone shall have the sole and exclusive right to develop and sell the Plot/s and/or Flat/s or Shop/s if any to be constructed/constructed on the Plots/s in the project land to the prospective purchaser/s and to receive the sale price in respect thereof in the name of M/s Sandeep Dwellers Pvt. Ltd. and to issue receipts and discharges on behalf of all the Vendors.

The VENDORS have authorized and permitted the Vendor No. 12, M/s Sandeep Dwellers Pvt. Ltd. to construct, run and maintain the Club House with Garden, and each plot/flat owner in the Project Land shall become member of the Club on buying any Plot/unit in the said Project, which membership shall be transferable on payment of charge/s as may be determined by the Vendor No. 12 and all the members shall be entitled to use the facilities of the Club on chargeable basis and as per the terms and conditions of the Club. The Club shall always remain the exclusive property of M/s Sandeep Dwellers Pvt. Ltd. In case if a purchaser of plot constructs a residential scheme on the plot, then in such circumstances, the purchasers of Flats shall become member of the club on payment of necessary charges to the Vendor No. 12. The Vendor No. 12 is at liberty to make such other person/s as member of the said club and the plot/flat owners shall not be claim to any kind of right, title or interest in the said club and in its management.

In the circumstances the Vendor No.12 – M/s Sandeep Dwellers Pvt. Ltd. has the exclusive right of plotting of the said land or to develop the said land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout plan, etc. and to enter into agreements for sale of such plots, etc. with prospective purchaser/s thereof under the provisions of the Transfer of Property Act. The authenticated copy of layout plan of plots is attached herewith as **Annexure – C**. The Vendors have applied for, and is granted due registration No._____ under the provisions of the Real Estate (Regulation and Development) Act' 2017, and the same is attached herewith as **Annexure – F**.

D. Purchaser Agrees to Acquire:

The Purchaser, after satisfying himself/herself/themselves as regards the title of the Vendors to the said property, and after inspection of the entire documents of title as specified in the above referred title opinion Annexure – A and the approved layout of plots, and after inspecting the site and satisfying himself/herself/themselves as to the completion of various phases of work, and has now agreed to purchase the Open Plot No._____ as described in Schedule A written hereunder (herein after for the sake of

brevity referred to as “the said plot”). The Purchaser has agreed to acquire Plot No.____ admeasuring _____ Sq. Mts., for the consideration and on the terms and conditions set out hereinafter. The said Plot No.____ agreed to be purchased by the purchaser is more particularly marked in Red in the layout plan annexed herewith as **Annexure – E**.

E. Inspection of Title Documents/Plans/Layouts:

The Purchaser has demanded from the Vendor No. 12 and the Vendor No.12 has given inspection to the Purchaser of all the documents of title relating to the project land and the layout plan, said plot prepared by the Vendor’s Architect Mr. Rahul Agarwala and sanctioned by the Competent Authority, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**hereinafter referred to as "the said Act"**) and the Rules and Regulations made there under and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. Independent Verification of Title by Purchaser:

The Purchaser has, prior to the execution hereof perused the Title Documents and Layout Plan of the said Project and the other documents and papers disclosed by the Vendor no.12 and satisfied herself/himself/themselves about the title of the Vendors to the said Project land and/or right of the Vendor No. 12 to receive money/s in the name of Vendor No.12 and to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser, and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors.

G. Consideration:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Vendor No.12 herein to Purchaser the said Plot No.____ admeasuring _____ Sq.Mts., in accordance with the approved layout of plots, and with the said intention, the Purchaser has deposited a sum of Rs._____/-(Rs. _____ Only) vide Cheque No.____ Dt._____ drawn on _____ and in favor of Vendor No.12 being part payment out of the lump sum total Sale Price of Rs._____/-(Rs. _____ Only) against and in consideration of the said Plot agreed to be sold by the Vendors to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Vendors hereby acknowledge. The Purchaser has agreed to pay to the Vendor No.12, in the name of Vendor No.12 the entire balance of the sale price in the manner as mentioned in Schedule B hereunder written, and which payment is deemed to be the essence of these presents.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:**

1. Purchase and Sale of the Plot;

1.1. The Purchaser has/have agreed to acquire and the Vendors have agreed to sell the said Open Plot No.____ admeasuring _____ Sq. Mts. and the right to construct as per sanction plans to the Purchaser for the lump sum consideration and on the terms and conditions set out herein after, and which Plot is more particularly described in the Schedule A and specifically marked in Red in plan annexed as **Annexure – D**.

1.2. The said plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Second Schedule written hereunder.

2. Consideration;

2.1 Lump Sum Consideration and Exclusions;

2.1.1. As mentioned above, the Vendors herein agreed to Sell to the Purchaser/s and the Purchaser/s has/have agreed to Purchase from the Vendors the said open plot at or for the mutually agreed lump sum consideration of Rs. _____/- (Rs. _____ Only) and as agreed the Purchaser/s shall make the payment of the same in the name of M/s Sandeep Dwellers Pvt. Ltd. and the said consideration amount is excluding expenses for stamp duty and registration fees, etc. and all other taxes, expenses and also all other outgoings as mentioned herein below shall be paid by the Purchaser/s separately as agreed and specified.

2.1.2. The above-mentioned total price/consideration excludes Taxes viz. GST as the same is not applicable as per the prevailing laws and the Vendors have not collected the same from the Purchaser. All/or any other taxes, premiums, charges which may be levied and / or payable, in connection with the Project payable by the Vendors up to the date of handing over the possession of the said Plot and/or if imposed in future, the same shall be borne by the Purchaser over and above the contracted amount. The Purchaser specifically agrees to pay to the Vendors all such Taxes as and when demanded by the Vendors.

2.1.3. The Purchaser agrees to pay the difference in case any of the taxes like Service Tax, VAT, GST, or any other Tax or premiums, whether included or excluded in the total price are increased prospectively or retrospectively with respect to the said Plot after the date of execution of this Agreement and shall always keep the Vendors indemnified against the same and undertakes not to raise any dispute or claims on this account with the vendors before any forum and platform.

2.1.4. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendors undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendors shall enclose the said Notification/Order/Rules/Regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. The Vendors will charge the Purchaser separately for any upgradation / changes specifically requested or approved by the Purchaser, which have been done on the Purchaser's request but which have not been agreed upon herein or shown in the website of the registered authority.

2.1.5. The Vendor No.12 may allow, at its sole discretion, a rebate for early payments of instalments payable by the Purchaser to the Vendor No.12 by discounting such early payments @ 6 % per annum for the period by which the respective installment

has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Vendor No.12.

2.1.6. The Purchaser do hereby authorizes the Vendor No. 12 to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor No. 12 may at his sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor No. 12 to adjust her/his payments in any manner.

2.2 Time Period For Possession;

2.2.1 The Vendors shall give possession of the Plot to the Purchaser on or before _____, but subject however to subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and/or other public or competent authority or any cause beyond the control of the Vendors or any other reasonable cause and the Purchaser agrees to ignore reasonable delay in getting possession due to any of the above mentioned reasons and/or for any reason beyond the control of the Vendors.

Provided further that the Vendors shall not deliver the actual physical possession of the said Plot to the Purchaser until the entire consideration including Legal Expenses, Stamp Duty and Registration Fees and taxes if so imposed with retrospective/prospective effect, etc. are paid by the Purchaser in full to the Vendor No. 12 hereto.

Provided further that the Vendors shall be entitled to reasonable extension of time for giving delivery of Plot on the aforesaid date 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 thereof.

2.2.2. The Vendor No. 12 shall be exclusively in-charge for carving out of the layout and providing of the facilities as per the terms and conditions imposed by the competent authority without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any contract in respect of Plot, if made by the Purchaser shall be void and shall not be binding upon the Vendors.

2.2.3. The Vendors 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 or thereafter and shall, before handing over possession of the Plot to the Purchaser. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Plot until the allottee has paid all dues payable under this agreement in respect of the said Plot to the Vendor No. 12.

2.2.4 DEFECT LIABILITY: In case any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the

VENDORS as per the agreement for sale relating to such development is brought to the notice of the VENDORS within a period of five years by the PURCHASER from the date of handing over possession under the Act. Howsoever for the purpose of defect liability on the VENDORS, the date shall be calculated from the date of handing over possession to the PURCHASER for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Plot/unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the PURCHASER that any damage or change done within the unit sold or in the Plot/building/phase/wing done by him/them or by any third person on and behalf of the PURCHASER then the PURCHASER expressly absolves the DEVELOPER from the same.

The VENDORS shall confirm the final plot area / carpet area that has been allotted to the PURCHASER, after the construction of the Building is complete (where applicable) and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the plot area/carpet area, subject to a variation cap of three percent. The total price payable for the plot area / carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the plot area/carpet area within the defined limit then VENDORS shall refund the excess money paid by PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the PURCHASER. If there is any increase in the plot area/carpet area allotted to PURCHASER, the VENDORS shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

2.2.5. Time is essence for the Vendors as well as the Purchaser.

2.2.6. The Vendors hereby declares that the total land available for carving out saleable plot area is 49,380.731 Sq. Mts. and the Vendors reserves their right to get the layout plan revised in case if the occasion so arises and the Purchaser shall have no right to object to such revision.

2.2.7. If the Vendors fails to abide by the time schedule for handing over the Plot to the Purchaser, the Vendors agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendors, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payments which become due and payable by the Purchaser to the Vendors under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendors.

2.2.8. Without prejudice to the right of Vendors to charge interest in terms of the agreement, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendors under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Vendors shall at his own option, may terminate this Agreement:

2.2.9. Provided that, Vendor No. 12 shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD/email at the address/email address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted instalment/s along with interest payable thereon, as mentioned in the notice or such other amount with interest becoming due after issuance of the notice, to the Vendor No. 12 within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

2.2.10. Provided further that upon termination of this Agreement as aforesaid, the Vendors shall refund to the Purchaser, subject to deduction by way of liquidated damages an amount equal to 20% of the total consideration amount or a minimum sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Plot which may till then have been paid by the Purchaser to the Vendor No. 12.

Procedure for taking Possession–

2.2.11. The Vendors upon receipt of the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Plot to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendors shall give possession of the said Plot to the Purchaser.

2.2.12. The Purchaser hereby agrees not to occupy the said Plot without prior written permission of the Vendors else Purchaser shall be treated as a trespasser.

2.2.13. The Vendors does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of GST, Service Tax, VAT, Sales Tax and all other Taxes and Cesses if applicable, that may be levied and payable at the time of Registration from the Purchaser, the Vendors will execute a proper Sale Deed of the Plot hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same shall be duly registered at the costs of Purchaser in accordance with the law in force.

2.2.14. On obtaining the proper Sale Deed relating of the said Plot of land hereby agreed to be sold, the same will be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein.

2.3 Delay in Handing Over Possession by Vendors;

2.3.1. It is agreed between the parties hereto that if the Vendors fails to give possession of the said plot in accordance with this agreement within the stipulated period as mentioned in Clause 2.2.1 herein above or within mutually agreed period

(and a period of three months thereafter) or if, If the Vendors and/or its agents for reasons beyond their control are unable to give the possession of the said plot by the said date and after a period of two months if those reasons still exist, then in such case then the Vendors, without prejudice to the rights reserved hereunder, be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Plot with simple interest at the same rate as mentioned in this deed from the date the Vendors received the sum till the date the amounts and interest thereon is repaid.

Failure of Purchaser to take Possession of Plot:

2.3.2. Upon receiving a written intimation from the Vendor No. 12 as mentioned herein above, the Purchaser shall take possession of the Plot from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time as stated herein, the Vendors shall not be responsible or liable to take care of the said Plot and the said Plot shall be left open at the costs and risk of the Purchaser.

3. Maintenance of the Plot/Layout;

Commencing the day after expiry of 15 day notice in writing is given by the VENDORS to the PURCHASER that the said Plot is ready for use and occupation, and the intimation is received by the purchaser, the PURCHASER hereby agrees and binds himself to pay to the VENDOR No. 12 charges for common services if any.

3.1. The Purchaser shall protect the internal and approach roads of the layout and shall not dig the road without obtaining necessary permission from the competent authority and shall repair the same at its own costs and expenses.

3.2. The Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use or such other use as may be permissible in law but not for any immoral or illegal activities.

3.3. The Purchaser with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the Vendors as follows:

- i. To make construction on the said Plot in accordance with the rules, regulations or bye-laws or change/alter or make addition in the Plot without prior approval and consent of the local authorities.
- ii. That even after taking over the actual possession of the Plot chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors in any way in carrying on and completing the work.
- iii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous in nature or storing of which goods is objected to by the concerned local or other authority, and the Purchaser alone shall be liable for the consequences of the breach.
- iv. That the Purchaser may have licensed and vaccinated pet/s in his/her Plot, but the Purchaser shall ensure that no pet/s is left open unattended in any common areas and so also the pets do not litter in any commons areas and further the pet/s should not cause any nuisance or disturbance to the other occupiers of the project.
- v. In the event of the Purchaser committing any act in contravention to any of the provision of law, the Purchaser shall be responsible and liable for the

- consequences thereof to the concerned local authority and/or other public authority.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in any portion of the project land.
 - vii. To bear and pay local taxes, water charges, electricity charges, NA assessment and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, directly to the concerned authority.
 - viii. Not to 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 Purchaser to the Vendors under this Agreement are fully paid up.
 - ix. THAT it is understood by the Purchaser that the Vendor No.12 shall be entitled to display any type of Board, signs, banners etc. and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Vendor No.12 shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the Vendor No.12.
 - x. That the Purchaser or his/her visitor/s shall not park any vehicle outside the plot area and the Purchaser shall ensure that the roads are not blocked in any manner for the purposes of ingress and egress of the other Plot Owners.
 - xi. The Purchaser agrees to incorporation of such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Plot Owners interse.
 - xii. THAT the Purchasers agrees that all the other spaces as have been sanctioned by the competent authority, shall be in exclusive possession of the Vendors and the Vendors shall be entitled to make use of the same in the manner as they may desire to do so and the Purchaser shall not be entitled to raise any claim, objection, etc. of whatsoever in nature.

4. Formation of Final Body of Purchaser;

4.1 Time period for the formation of association of allottees by whatever name called, are as follows:

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

The VENDORS shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed, or in accordance with such other provisions of law, form such other body as may be deemed fit by the Vendors, of which all the Purchasers of Plots shall be bound to become and be admitted as members, and pay the necessary maintenance charges as set by the formed Society if any. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout

4.2 Time period for execution of registered conveyance deed with the association of allottees by whatever name called, not being as per the mandate of Section 17 of the Act read with Rule 9 (2) of the Rules, the said mandate reads as follows:

Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

Period for Conveyance of title, by VENDORS, to legal entity of allottees in case of single building project. The VENDORS shall (subject to his right to dispose of the remaining Plots/apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate."

Period for conveyance of title, by VENDORS, to organization of allottees in case of Layout. (a) In the case of a building or a wing of a building in a Layout, the Promoter shall (subject to his right to dispose of the remaining Plots/apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

(b) In the case of a layout, the VENDORS shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout."

5. No Rights to Demand Sub-Division;

5.1. The Purchaser/s of the Plot/Plots agrees to be sold hereunder and all the other purchasers of plots in the said project land shall not have any right to make sub-division of the plot and shall always be subjected to the applicable rules, regulations and bye-laws.

5.2. Purchaser/s shall not have individual rights, title, claim or interest in respect of the amenity spaces, open spaces and the said entire land and the rights of the Purchaser/s are confined only to the Plot agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. Unsold Plots;

In case the conveyance is executed in favor of the Ultimate Body before the disposal by the Vendors of all the plots on the said land, then in such case, the Vendors shall join in the Ultimate Body as members holding such unsold plots and as and when such plots are sold to third party, the third party shall be admitted in the Ultimate Body without charging any premium, transfer fees or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represents and warrants to the Purchaser as follows:

- i. The VENDORS have 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. That the Vendors has lawful rights and requisite approvals from the competent Authorities the right to Develop the project land and further the Vendor No. 12 has right to sell the Plot of the project land and to receive the amounts under this agreement in its name for and on behalf of the Vendors.
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report, or as mentioned in the preamble;
- 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 and project land are valid and subsisting and have been obtained by following due process of law;
- vi. The VENDORS have 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, including the Project and the said Plot which will, in any manner, affect the rights of Purchaser under this Agreement, and The Vendors 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 Purchaser created herein, may prejudicially be affected;
- vii. The Vendors confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;
- viii. At the time of execution of the Sale Deed of the Plot in favor of the Purchaser, the Vendors shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Purchaser;
- x. The Vendors have 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 project to the competent Authorities till the date of handing over of possession of the said Plot to the Purchaser.
- xi. 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 project land) has been received or served upon the VENDORS in respect of the project land and/or the Project except those disclosed in the title report.
- xii. THAT the VENDORS shall not be liable or responsible for loss or damage caused to the said Plot due to natural calamities like flood, earthquake, lightning, cyclone etc., nor shall be responsible for cause of damage due to public disturbances like riots.
- xiii. After the Vendors executes this agreement, they shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Plot.
- xiv. The VENDORS shall obtain all such Insurance as may be notified, if applicable, by the Government of Maharashtra. The premium required to be paid

for such Insurance, if any, shall be reimbursed by the PURCHSAR to VENDOR No. 12.

xv. Title of Land as a part of the Real Estate Project.

8. Payment of Stamp Duty and Registration Fees;

All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser. The expenses shall not be restricted to the proportionate stamp duty payable on the Deed of Conveyance of the said Project Land, which if required, may be executed by the VENDORS in favour of the Association/Condominium/Society of all PURCHASERS in the said Project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

10. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. Address for Service;

That all notices to be served on the Purchaser and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendors (at the registered office of Vendor No. 12 by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser
_____ (Purchaser's Address)
Notified Email ID: _____

M/S. SANDEEP DWELLERS PRIVATE LIMITED,

3 B, "Gulmohar", Temple Road, Civil Lines, Nagpur – 440 001.
Notified Email ID:info@sandeepdwellers.com

It shall be the duty of the Purchaser and the Vendor No. 12 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above

address shall be deemed to have been received by the Vendor No. 12 or the Purchaser, as the case may be.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR alone will have the jurisdiction for this Agreement.

14. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever, after deducting the liquidated damages as stipulated herein above.

Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Plot or any part thereof.

THAT the said project land is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other owners and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

23. FORCE MAJURE: Explanation - For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. Upon the registration number in Form "C". The period for which registration shall be valid shall such period where actual work could not be

carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc.

15. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

16. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /SUBSEQUENT PURCHASERS: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

17. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the VENDORS at the Office of the Vendor No. 12, or at some other place, which may be mutually agreed between the Vendor No. 12 and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor No. 12 or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

19. The Purchaser and/or Vendors shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Purchaser and/or Vendors will attend such Office and admit execution thereof.

20. JOINT PURCHASERS: In case there are Joint Purchasers all communications shall be sent by the Vendor No. 12 to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

21. POWER OF ATTORNEY: That the power of attorney to present the document for registration/ admission, execution & verification by principal executants of Power of Attorney has not been cancelled for any reason whatsoever & that none of the executants of power of attorney are dead. Aforesaid power of attorney is completely valid and the present executant, on behalf of the VENDORS is competent enough to execute the present sale deed or any other acts mentioned in the aforesaid Power of Attorney. That the Power of Attorney holder is aware of the fact that of any statement is found to be false therein, he shall be liable for prosecution u/s 82 of Registration Act, 1908.

22. THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this **AGREEMENT FOR SALE** at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO (THE PROJECT LAND)

ALL THAT PIECE and PARCEL OF LAND comprising of F. Sr. No. 73/2 (0H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur and bounded as under:

- On the East : KH. No. 97, 18 Mts. Road, Balance portion of Kh. Nos. 73, 72
- On the West : KH No. 75
- On the North : Nallah and KH. Nos. 96, 95, 94
- On the South : KH. No. 72 and Balance portion of Kh. No. 73

SECOND SCHEDULE ABOVE REFERRED TO

[Here set out the nature, extent and description of common areas and facilities.]
COMMON AREAS AND FACILITIES FOR PLOTS SITUATED ON THE LAND

- (i) Outer Compound wall for the whole land Internal Road network
- (ii) Sewage drain network
- (iii) Storm Water drain network
- (iv) Water Pipeline network
- (v) Sewage Treatment Plant
- (vi) Transformer Yards
- (vii) Open Spaces
- (viii) Street Lights
- (ix) Club House (On Membership and usage charges): One Community Hall, Reception, Meeting Room, Gym, Indoor Game Area, Outdoor Sit out, Children’s Play area, Lawns, Restaurant, Café, Box Cricket, Swimming Pool with changing rooms, etc.

SCHEDULE ‘A’

Plot No._____ admeasuring _____ Sq. Mts. out of ALL THAT PIECE and PARCEL OF LAND comprising of F. Sr. No. 73/2 (0H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur (more particularly demarcated in red color in the map annexed to this deed and the dimensions of plot as mentioned in the sanctioned layout map) and bounded as under:-

- ON THE EAST :**
- ON THE WEST :**
- ON THE NORTH :**
- ON THE SOUTH :**

SCHEDULE ‘B’

The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment in the name of Vendor No.12 as instructed by the Vendors, to the Vendor No. 12 and hereby agrees to pay to the Vendor No. 12 the balance amount of Rs. _____/- (Rs. _____ Only) in the following manner:

?
?
?
?
?

Rs. _____ (Rs. ____ Lakh ____ Thousand ____ Hundred
_____ and _____ Only)

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

Drafted by A. S. Mehadia, Adv.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			VENDORS NOS.1, 2, 6, 7, 8, 9 THROUGH POWER OF ATTORNEY HOLDER AND SELF FOR NOS.5 & 11 AS DIRECTOR OF NO.12 (GAURAV ASHOK AGARWALA)
02			VENDORS NO.4 THROUGH POWER OF ATTORNEY HOLDER AND SELF FOR NOS. 3 & 10 (ANIL SUBHASKUMAR AGARWALA)

03			(<u>PURCHASER</u>)
04			(<u>PURCHASER</u>)
WITNESSES :-			
01			(<u>WITNESS NO.1</u>)
02			(<u>WITNESS NO.2</u>)