

Annexure- III
Model form of Agreement

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

THIS AGREEMENT TO SELL is made on this ____ Day of ____ in the
year_____, Taluka_____, District_____ By and BETWEEN

(1) **M/S. ALLIANCE HARI OM ASSOCIATES (PAN – ABJFA1905A)** A Partnership Firm having it's Office at Nagpur and acting through it's Partners **(1) SHRI. RISHIPAL S/o URKUDAJI PARDHI (PAN – ALUPP5706H)**, Aged 43 Years, Occupation – Business, Resident of R.H No. 03, Pyramid city-6, Besa - pipla Road, Nagpur - 440037, Tahsil and District – Nagpur AND **(2) SHRI. GAURAV S/o ARUNRAO KALBANDE (PAN – AZWPK1954A)**, Aged 36 Years, Occupation - Business Resident of Plot No. 95, Mahatma Gandhi Nagar, Hudkeshwar Road, Nagpur-440034, Tahsil and District – NAGPUR;

(2) **M/S. ALLIANCE MERCANTILE & INFRASTRUCTURE**, A Proprietary Firm having it's Office at Nagpur and acting through it's Proprietor **SHRI. MOTILAL S/o HOLIRAM PATLE (PAN – AVUPP4647B)**, Resident of Plot No. 101, Nilkanth Nagar, Hudkeshwar Road, Nagpur-440034, Tahsil and District – NAGPUR;

(3) **M/S. ALLIANCE HARI OM INFRASTRUCUTRES (PAN – ABEFA9520E)** A Partnership Firm having it's Office at Nagpur and acting through it's Partners **(1) SHRI. RISHIPAL S/o URKUDAJI PARDHI (PAN – ALUPP5706H)**, Resident of 805, B-Wing, Jayanti Mansion-9, Manish Nagar, Nagpur - 440015, Tahsil and District – NAGPUR, **(2) SHRI. RAJNARAYAN S/o HOLIRAM PATLE, (PAN – AZRPP8164C)**, Resident of Plot No. 101, Nilkantha Nagar, Hudkeshwar Road, Nagpur - 440034, Tahsil and District – NAGPUR, **(3) SHRI. SUSHIL S/o ARUNRAO KALBANDE**, Resident of Plot No. 95, Mahatma Gandhi Nagar, Hudkeshwar Road, Nagpur - 440034, Tahsil and District – NAGPUR AND **(4) SHRI. VIKAS S/o ARVIND SINGH, (PAN – GDGPS5645G)**, Resident of Tower-A, Flat No. A-401, Pyramid City-3, Besa-Pipla Road, Nagpur - 440037, Tahsil and District – NAGPUR, hereinafter all jointly called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **First part**.

AND

SHRI. _____ **S/o** _____, Aged ____ Years, Occupation – _____ Resident of _____, PAN _____ Tehsil and District – NAGPUR, hereinafter called the PURCHASER, which expression shall unless repugnant to the context of 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.

A. DESCRIPTION OF LAND & PROPERTY:

THAT we have investigated the title relating to ALL Piece and parcel of Agricultural land bearing Kh. No. 53/2/1 of Mouza – GOTALPANJRI, having an area of 8100 Sq. Mtrs. Rental Rs. 2.10, held in Bhogwatdar Class-1, P.H No. 38, situated at Village – Gotalpanjri in Tahsil – NAGPUR (RURAL) and District – NAGPUR, Originally belonged to Dhanbaji S/o Harbaji Sambhare, being his separate property; AND

THAT the said Shri. Dhanbaji S/o Harbaji Sambhare later on transferred the Northern Portion out of the said Kh. No. 53 having an area of 16200 Sq. Mtrs. to M/s. Bhagyashree Builders and Land Developers, the Vendor herein above named by a Sale Deed Dated 29-6-2006, which is duly Registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 3186 on even date; AND

THAT the said M/s. Bhagyashree Builders and Land Developers later on transferred the 8100 Sq. Mtrs. by way of sale to 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane, by a Sale Deed Sale Deed Dated 18-08-2008, which is duly Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 05159; AND

THAT a Deed of Consent/Declaration between the 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane and M/s. Alliance Hari Om Infrastructures regarding the Common Wall is also Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 6250 on 04-07-2019; AND

THAT the said 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane later on transferred the 2025 Sq. Mtrs. out of the aforesaid 8100 Sq. Mtrs. property by way of sale to M/s. Alliance Hari Om Associates, by a Sale Deed Dated 18-12-2020, which is duly Registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 9649 on 22-12-2020 And a Deed of Correction to the said Sale Deed is also Registered in the Office of the Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 9902 on 24-12-2020. As a result therefore the aforesaid M/s. Alliance Hariom Associates have now become an exclusive, absolute and full Owner of the 2025 Sq. Mtrs. out of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its names in all relevant records; AND

THAT in the like manner ALL THAT Piece and parcel of Agricultural land bearing Kh. No. 53/2/1 of Mouza – GOTALPANJRI, having an area of 8100 Sq. Mtrs. Rental Rs. 2.10, held in Bhogwatdar Class-1, P.H No. 38, situate at Village – Gotalpanjri in Tahsil – NAGPUR (RURAL) and District – NAGPUR, Originally belonged to Dhanbaji S/o Harbaji Sambhare, being his separate property; AND

THAT the said Shri. Dhanbaji S/o Harbaji Sambhare later on transferred the Northern Portion out of the said Kh. No. 53 having an area of 16200 Sq. Mtrs. to M/s. Bhagyashree Builders and Land Developers, by a Sale Deed Dated 29-6-2006, which is duly Registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 3186 on even date; AND

THAT the said M/s. Bhagyashree Builders and Land Developers later on transferred the 8100 Sq. Mtrs. by way of sale to 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane, by a Sale Deed Sale Deed Dated 18-08-2008, which is duly Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 05159; AND

THAT a Deed of Consent/Declaration between the 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane and M/s. Alliance Hari Om Infrastructures regarding the Common Wall is also Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 6250 on 04-07-2019; AND

THAT the said 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane later on transferred the 2025 Sq. Mtrs. out of the aforesaid 8100 Sq. Mtrs. property by way of sale to M/s. Alliance Mercantile & Infrastructure, by a Sale Deed Dated 18-12-2020, which is duly Registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 9650 on 22-12-2020 And a Deed of Correction to the said Sale Deed is also Registered in the Office of the Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 9903 on 24-12-2020. As a result therefore the aforesaid M/s. Alliance Mercantile & Infrastructure have now become an exclusive, absolute and full Owner of the 2025 Sq. Mtrs out of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its names in all relevant records; AND

THAT ALL THAT Piece and parcel of Agricultural land bearing Kh. No. 53/2/1 of Mouza – GOTALPANJRI, having an area of 8100 Sq. Mtrs. Rental Rs. 2.10, held in Bhogwatdar Class-1, P.H No. 38, situate at Village – Gotalpanjri in Tahsil – NAGPUR (RURAL) and District – NAGPUR, Originally belonged to Shri. Dhanbaji S/o Harbaji Sambhare, being his separate property; AND

THAT the said Shri. Dhanbaji S/o Harbaji Sambhare later on transferred the Northern Portion out of the said Kh. No. 53 having an area of 16200 Sq. Mtrs. to M/s. Bhagyashree Builders and Land Developers, by a Sale Deed Dated 29-6-2006, which is duly Registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 3186 on even date; AND

THAT the said M/s. Bhagyashree Builders and Land Developers later on transferred the 8100 Sq. Mtrs. by way of sale to 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane, by a Sale Deed Dated 18-08-2008, which is duly Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 05159; AND

THAT a Deed of Consent/Declaration between the said 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane and M/s. Alliance Hari Om Infrastructures regarding the Common Wall is also Registered in the Office of the Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 6250 on 04-07-2019; AND

THAT the said 1) Shri. Goraksha S/o Vitthal Bhor 2) Shri. Rajendraprasad Ramnagina Singh and 3) Shri. Sandesh S/o Nandkumar Rane later on transferred 4050 Sq. Mtrs. out of the aforesaid 8100 Sq. Mtrs. Property by way of sale to M/s. Alliance Hari Om Infrastructures, by a Sale Deed Dated 18-12-2020, which is duly registered in the Office of the Sub-Registrar Nagpur -7 in Book No. 1 at Sr. No. 9648 on 22-12-2020. As a result therefore the aforesaid M/s. Alliance Hari Om Infrastructures have now become an exclusive, absolute and full Owner of the 4050 Sq. Mtrs. out of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its names in all relevant records; AND

THAT the said 1) M/s. Alliance Hariom Associates, 2) M/s. Alliance Mercantile & Infrastructure and 3) M/s. Alliance Hari Om Infrastructures have jointly decided to develop the aforesaid land into a Layout by carving out various Residential Plots of different sizes therein and known and styled as “KRISHNUM NAGARI - 6” AND

THAT the Layout Plan of the said Kh. No. 53/2/1 of Mouza – GOTALPANJRI is also duly sanctioned by the Executive Engineer, Nagpur Metropolitan Region Development Authority vide its Letter No. 6841 Dated 07-04-2022; AND

WHEREAS the aforesaid entire land comprising Kh. No. 53/2/1 of Mouza- GOTALPANJRI, is converted for Non-Agricultural use vide Order Dated 17-10-2022 passed by the Collector, Nagpur in Revenue Case No. 55/NAP-34/2022-2023 of Mouza – GOTALPANJRI; AND

WHEREAS the Layout Plan of the said Kh. No. 53/2/1 of Mouza - GOTALPANJRI is duly sanctioned by the Assistant Engineer Nagpur Metropolitan Region Development Authority, Nagpur; AND

WHEREAS the Purchaser hereinabove named has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the said Layout; AND

WHEREAS the Vendor has agreed to develop the Lay-out as per the drawing, designs and specification to be approved by the Executive Engineer, NMRDA; AND

WHEREAS the Purchaser hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the Vendor herein and visited the office of the Vendor and also satisfied himself/herself/themselves in respect of the title of the said entire property and Vendor authority and right to develop the said land and to sell the various Residential Lay-out Plots to the prospective buyers; AND

WHEREAS the Purchaser here-in-above approached to the Vendor for the purchase of Residential Plot for his/her/their Residential purposes in the said Lay-out known as “**KRISHNAM NAGARI-6**” and has agreed to pay the cost of developed plot to the Vendor.

B. TITLE CERTIFICATE: The title of the Vendor is duly verified through their Advocate and has certified that the title of the present owners/promoters 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 property or any part thereof. The said title Certificate is filed herewith as

Annexure-“A”.

C. EXCLUSIVE RIGHT TO SALE AND DEVELOP: In the circumstances, the Owners/Promoters 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 of plots and to enter into Agreements for Sale of 5 such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owners/Promoters has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the same is attached hereto as **Annexure-F.**

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owners/Promoters to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-“A”** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No. _____** as specified in Schedule “A” written (hereinafter for the sake of brevity referred to as the “said Plot”). The Purchaser/s has/have agreed to acquire **Plot No. _____** admeasuring about _____ **Sq. Mtrs. (OR _____ Sq. Ft)**, at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as “the said Plot” and is more particularly described in the SCHEDULE hereunder written and marked in Red on the Plan Scheme “B”.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the Owners/Promoters and the Owners/Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot 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/s has/have before the execution hereof, had the title of the Owners/Promoters thereto independently verified through the Legal Counsel/Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances and is clear and marketable.

G. CONSIDERATION: After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoters herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of **Rs. _____ (Rupees _____ Only)** vide Cheque No. _____ Dated _____ Drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale-price of **Rs. _____ (Rupees _____ Only)** against and in consideration of the said Plot agreed to be sold by the Vendor to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Vendor hereby admit and acknowledge. The Purchaser has agreed to pay to the Vendor, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule-B** hereunder written and which payment is deemed to be the essence of these presents;

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. PURCHASE AND SALE OF THE PLOT:-

1.1:- The Purchaser/s has/have agreed to acquire and Vendor has agreed to sell the said Open **Plot No. _____** admeasuring _____ **Sq. Mtrs.**, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule-A and specified in Plan Schedule-B hereunder written;

1. 2:- The said Plot agreed to be acquired by the Purchaser herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure _____ hereunder written;

2. CONSIDERATION:-

2.1:- LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owners/Promoters herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Vendor the said open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of **Rs. _____ (Rupees _____ Only)** and the Purchaser shall make the payment of the same in the name of "**Krishnum Nagri- 6**" or such other name as may be specified from time to time by the Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2:- TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser shall be handed over to the Purchaser by the Vendor before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) two months {(u/s 19(10))} of the Vendor giving written notice to the Purchaser intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.3:- DELAY IN HANDING OVER POSSESSION BY OWNER/ DEVELOPER/ PROMOTERS/ CONSENTING PARTY:

It is agreed between the parties hereto that if the Vendor fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2..... hereinabove or within further mutually agreed period [and a period of three months thereafter.] or if, the Vendor. and/or its Agents for reasons beyond its control, are unable to give 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, Vendor shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made there under, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Vendor to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser from the Vendor, the Purchaser hereby agree/s and bind/s himself/herself/themselves to pay to the Vendor charges for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Vendor shall on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Vendor and Owners/promoters of which all the Purchaser of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION:

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other Purchaser of Plots in the said land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchaser shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the right of the Purchaser are confined only to the Plot/Plot hereby 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 Vendor of all the plots on the said Land, then in such case the Vendor shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Vendor, the Ultimate Body shall admit as members the Purchaser of such Plots without charging any premium, transfer free, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTERS:

The Vendor hereby represents and warrants to the Allottee/Purchaser as follows:-

(a) The Promoters has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure 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; The Vendor has also obtained the necessary N.A. permission from competent authority;

(b) The Vendor has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) 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; there is no prohibitory order for transfer of the Plot.

(e) All approvals, licenses and permits issued by the Competent Authorities with Respect to the Project, project land and said building 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 and said building/wings shall be obtained by following dues process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable Laws in relation to the Project, project land, Building/s and common areas;

(f) The Vendor 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;

(g) The Vendor 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, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Vendor confirms that the Vendor is not restricted in any manner Whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement

(l) The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(j) 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 Vendor in respect of the project land and/or the project except those disclosed in the title report.

(k) The Vendor shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Vendor pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Vendor or Consenting Party in favor of the Association/Condominium/Society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, 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 apartment/plot/building, 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 Allottee/Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter 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):

Sellers Name: 1) M/S. ALLIANCE HARI OM ASSOCIATES 2) M/S. ALLIANCE MERCANTILE & INFRASTRUCTURE 3) M/S. ALLIANCE HARI OM INFRASTRUCUTRES

(Vendor's Address): Registered Office at _____, Nagpur-440025.
Notified Email: _____.

It shall be the duly of the Purchaser and the Vendor 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 or the Purchaser, as the case may be.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

13. GOVERNING LAW:

That the right 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 inforce and the civil courts within whose local limits the property is situated will have the Jurisdiction for this Agreement.

SCHEDULE–A
(SAID ENTIRE PROJECT LAND)

ALL THAT Piece and parcel of Agricultural land bearing Kh. No. 53/2/1 of Mouza – GOTALPANJRI, having an area of 0.81 Hectors, Rental Rs. 2.10/- held in Bhogwatdar Class-1, P.S.K. 38-A, including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses, Path Way and all other easementary rights appurtenant and belonging thereto, situate at Village – Gotalpanjri in Tahsil – NAGPUR (RURAL) and District – NAGPUR and bounded as under:-

ON THE EAST	-	KH. NO. _____
ON THE WEST	-	KH. NO. _____
ON THE NORTH	-	KH. NO. _____
ON THE SOUTH	-	KH. NO. _____

ALL THAT piece and parcel of land bearing **Plot No.** _____, admeasuring about _____ **Sq. Mtrs.** (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as “**KRISHNAM NAGARI-6**” carved on ALL THAT

piece and parcel of Non-Agricultural land bearing Kh. No. 53/2/1 of MOUZA–GOTADPANJRI, Rental Rs. 2.10 Yearly, held in Occupant Class-1, Bhumiswami rights, situate at Village – Gotalpanjri in Tahsil – NAGPUR (RURAL) and District – NAGPUR and the same is bounded as under:

ON THE EAST	_____
ON THE WEST	_____
ON THE NORTH	_____
ON THE SOUTH	_____

IN WITNESS WHEREOF the VENDOR and the PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say and instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at Nagpur in presence of the attesting witnesses signing as such on the day first above written Only for KH. NO. 34/1, PLOT NO.

SR.

NO.

FINGER PRINT

(LEFT THUMB)

PASSPORT SIZE

PHOTOGRAPH

WITNESSES:-

(1) _____ (1)

FOR M/S. ALLIANCE HARI OM ASSOCIATES
Through Partners

1)

(RISHIPAL URKUDAJI PARDHI)

(2) _____

2)

(GAURAV ARUNRAO KALBANDE)

(2)
FOR M/S. ALLIANCE MERCANTILE & INFRASTRUCTURE
Through it's Proprietor

(MOTILAL HOLIRAM PATLE)

(3)
FOR M/S. ALLIANCE HARI OM INFRASTRUCUTRES
Through it's Partners

1)
(RISHIPAL URKUDAJI PARDHI)

2)
(RAJNARAYAN HOLIRAM PATLE)

3)
(SUSHIL ARUNRAO KALBANDE)

4)
(VIKAS ARVIND SINGH)
VENDORS

(_____)
PURCHASER