Annexure 'A'
Model Form of Agreement to be entered into between Promoter and Allottee(s)

(See rule 10(1))

EXPLANATORY NOTE

(This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.)

Model Form of Agreement

AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

READY RECKONER VALUE RS. ONLY

THIS AGREEMENT is made and executed on this _____ Day of _____ in the year _____ at HINGNA Taluka Hingna and District NAGPUR By and Between :

M/s BHAGIRATHA ASSOCIATES, A Partnership Firm, bearing Registration No. NGP-5920/98-99, having its Office at 22, Vijay Nagar, Nagpur-440022, having Income Tax PAN AADFB7249R and acting through its Authorised Partner **SHRI. SANJAY S/o RAMKRUSHNA JAGTAP,** Aged about 54 Years, Occupation – Agriculturist & Business, Income Tax PAN ACVPJ7098L, Aadhar Unique Identity No. 271030843418 and Cell No. 9373104628, Resident of Plot No. 22, Vijay Nagar, Opp. V.N.I.T. College, South Ambazari Road, Nagpur-440022, Tahsil and District – NAGPUR

Hereinafter referred to as the "OWNERS/DEVELOPERS/PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.) of the FIRST PART.

AND

Name_____
Age about ____ Years, Occupation: _____
Residing at _____
PAN_____

(Hereinafter for the sake of brevity referred to as "THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/her heirs, executors, administrators and assigns) of the SECOND PART.

Contd. …

A. DESCRIPTION OF THE LAND & PROPERTY:-

WHREREAS the Vendor/Developer/Promoter hereinabove named is own and possess and in possession of the property comprising ALL THAT Piece and Parcel of Non Agricultural land bearing Survey/Khasra/**Gut No. 68/3** of **MOUZA – WANADONGARI**, P.S.K. 46, having an area of **2.08 Hectares**, Rental Rs. 9 Yearly, held in Occupancy Class-1 Rights, Khate No. 367 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Wanadongari, within the limits of Nagar Parishad Wanadongari in Tahsil – Hingna and District – NAGPUR; AND

WHREREAS the properties comprising ALL THOSE Pieces and Parcels of Agricultural lands bearing Survey / Khasra / Gut Nos. (Old) 7/2 and 8/2 of MOUZA – WANADONGARI, P.H.No. 46, having an area of 9.75 Acres (i.e. 3.95 Hectares) and 5.64 Acres (i.e. 2.28 Hectares) respectively, Rental Rs. 18 Yearly and Rs. 9 Yearly respectively, both held in Occupancy Class–1(Bhumiswami) Rights, Khate No. 35 & 36 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, in Tahsil and District – NAGPUR, Originally belonged to Shri. Chandrabhan Laxman Shahakar as a recorded Owner thereof being their separate properties and the same is accordingly recorded in the Revenue Records; AND

WHREREAS during the course of time Resurvey of the said Mouza – Wanadongari was conducted and the aforesaid lands bearing Survey / Khasra / Gut Nos. (Old) 7/2 and 8/2 of MOUZA – WANADONGARI, P.H.No. 46, having an area of 9.75 Acres (i.e. 3.95 Hectares) and 5.64 Acres (i.e. 2.28 Hectares) respectively, Rental Rs. 18 Yearly and Rs. 9 Yearly respectively, both held in Occupancy Class–1(Bhumiswami) Rights, Khate No. 35 & 36 held by Shri. Chandrabhan Laxman Shahakar is now identified as Survey / Khasra / Gut No. 68, having an area of 6.18 Hectares, Rental Rs. 27 Yearly, held in Occupancy Class – 2 (Bhumidhari) Rights; AND

WHREREAS during the course of time aforesaid land bearing Survey / Khasra / Gut No. 68 of MOUZA – WANADONGARI, P.S.K. 46, having an area of 6.18 Hectares is converted from Occupancy Class-2 Rights (Bhumidhari Rights) to Class-1 Rights (Bhumiswami Rights) under Section 29 Sub Section 2(K) of the Maharashtra Land Revenue Code, 1997 by the Sub Divisional Officer, Nagpur vide its Order passed in the Revenue Case No. 543/LND-18/1999-2001 dated 22-05-2001 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 476 dated 31-05-2001; AND

WHREREAS the aforesaid Shri. Chandrabhan Laxman Shahakar later on transferred/sold his aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra / Gut No. 68 of MOUZA – WANADONGARI, P. H. No. 46, having an area of 6.18 Hectares, Rental Rs. 27 Yearly, held in Occupancy

Contd. …

Class–1 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, in Tahsil and District – NAGPUR, by way of Sale to Shri. Sheikh Majjid Bashir Shete and Shri. Pramod Pandurang Mate, by a Sale Deed Dated 10-08-2001, which is registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. 1186 on even date and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 493 dated 30-08-2001; AND

WHREREAS the aforesaid the then Co-owners Shri. Sheikh Majjid Bashir Shete and Shri. Pramod Pandurang Mate later on transferred/sold the part or portion out of his aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land containing by admeasurements 2.02 Hectares comprising WESTERN PORTION out of the entire land bearing Survey / Khasra / Gut No. 68 of MOUZA – WANADONGARI, P. H. No. 46, having total area of 6.18 Hectares, Rental Rs. 27 Yearly, held in Occupancy Class–1 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, in Tahsil and District – NAGPUR, by way of Sale to Jijamata Gruhsukh Nirman Sanstha, by a Sale Deed Dated 15-06-2002, which is registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/1402/2002 on even date and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 575 dated 26-07-2002. The said portion of land is now identified as Survey / Khasra / Gut No. 68/2, having an area of 2.02 Hectares, held in Occupancy Class–1 Rights and remaining portion of land held by Shri. Sheikh Majjid Bashir Shete and Shri. Pramod Pandurang Mate is now identified as Survey / Khasra / Gut No. 68/1, having an area of 4.106 Hectares, Rental Rs. 18 Yearly, held in Occupancy Class–1 Rights; AND

WHREREAS in the like manner the aforesaid the Co-owners Shri. Sheikh Majjid Bashir Shete and Shri. Pramod Pandurang Mate later on transferred/sold the part or portion out of his aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land containing by admeasurements 2.08 Hectares comprising SOUTHERN PORTION out of the entire land bearing Survey / Khasra / Gut No. 68/1 of MOUZA – WANADONGARI, P. H. No. 46, having total area of 4.16 Hectares, Rental Rs. 18 Yearly, held in Occupancy Class–1 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, in Tahsil and District – NAGPUR, by way of Sale to M/s Bhagiratha Associates acting through its Authorised Partner Shri. Sanjay Ramkrushna Jagtap, by a Sale Deed Dated 28-12-2004, which is registered at the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Serial No. HGN/4800/2004 on 31-12-2004 and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 923 dated 05-03-2005. The said portion of land is now identified as Survey / Khasra / Gut No. 68/3, having an area of 2.08 Hectares, Rental Rs. 9 Yearly, held in Occupancy Class–1 Rights, Khate No. 367; AND

Contd. …

WHREREAS the Additional Collector and Competent Authority, U.L.C., Nagpur in Case No. 2585/76, out of the aforesaid entire land of Khasra / Gut No. 68 (old No. 7/2 & 8/2) of Mouza – Wanadongari declared 61,345.83 Square Meters of land as a Surplus vacant land and order under Section 10(1) was also passed under the said Act; AND

WHREREAS in pursuance of Order/Judgment Dated 17-08-2010 of Hon'ble Supreme Court passed in the Writ Petition No. 2694/2010 of Shri Kaliprasad Chamele vs. Government of Maharashtra, it was held by the Hon'ble Supreme Court that in the matter of land owners wherein the entry of action/enquiry conducted by the Competent Authority under Section 10(3) and 10(5)of the ULC Act and declared the surplus vacant lands but not taken the possession of such surplus land, in such matter mutation entry of Maharashtra Government and Surplus vacant land on 7/12 Extracts of such lands are be rectified by deleting entry of Maharashtra Government and Surplus vacant; Thus the Upper Collector and Competent Authority ULC Nagpur vide its letter No. Prastut/ULC/Kavi-991/2010 dated 24-08-2010, released the said lands and the cancellation of earlier order under Section 10(1) and the same is duly recorded in the Revenue Records vide Ferfar Entry No. 5102 dated 14-09-2010; AND

WHREREAS as a result therefore M/s Bhagiratha Associates acting through its Authorised Partner Shri. Sanjay Ramkrushna Jagtap has now became an exclusive, absolute, full Owner of the aforesaid property bearing Survey / Khasra / Gut No. 68/3 having an area of 2.08 Hectares with heritable and transferable rights therein and the same is accordingly recorded in Revenue Records; AND

WHREREAS during the course of time in pursuance of the provision of sub section(2) (2A) and (3) of Section 3 of the Maharashtra Municipal Councils, Nagar Panchayats and Industrial Township Act, 1965 (Mah. XL of 1965), the Government of Maharashtra, Urban Development Department has vide its notification MUN-2016/C.R.6/U.D.-18 dated 26-10-2016 constituted Wanadongari Municipal Council being a smaller urban area which more specifically described in the Schedule 'B' of the said notification. The aforesaid lands of the recorded Co-owners fall under the jurisdiction of the Wanadongari Municipal Council; AND

WHREREAS by the said Notification the Mouza – Wanadongari of Hingna Tahsil declared as the Smaller Urban Area under the name of Wanadongari Municipal Council which is confronted with powers of independent Planning Authority under the provisions of the Maharashtra Village Panchayat Act thus excluded/freezed from the jurisdiction of the Nagpur Metropolitan Regional Development Authority (formerly the Nagpur Improvement Trust) ; AND

WHREREAS the aforesaid land bearing Survey / Khasra / Gut Nos. 68/3, 77 and 66 of MOUZA – WANADONGARI are the contagious lands thus the aforesaid Owner namely M/s Bhagiratha Associates acting through its Authorised Partner Shri. Sanjay Ramkrushna Jagtap alongwith contagious lands Owner namely (1) Shri. Sanjay

Ramkrushna Jagtap and (2-a) Shri. Abhishek Sanjay Jagtap, (2-b) Mrs. Usha Sanjay Jagtap, (2-c) Shri. Shivraj Sanjay Jagtap, & (3-d) Shri. Sanjay Ramkrushna Jagtap jointly later on decided to develop their respective properties bearing Survey / Khasra / Gut No. 68/3, 77 and 66 containing by total admeasurements 5.30 Hectares (i.e. 53000 Sq. Mtrs.) of MOUZA – WANADONGARI into RESIDENTIAL LAYOUT by carving out various Plots of different sizes therein; AND

WHREREAS in pursuance to Section 5(1) of the Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) (Amendment) Act, 2021 and on the perusal of application dated 10-02-2022, the layout plan of aforesaid lands is sanctioned / approved and regularized the various of plots of land by the Chief Executive Officer, Nagar Parishad, Wanadongari vide its letter No. N.P.W./N.R.V./Bhu. Niymi/1402 dated 24-03-2022 upon the several terms and conditions contained therein; AND

WHREREAS in pursuance to aforesaid Letter Dated 24-03-2022, the Chief Executive Officer, Nagar Parishad, Wanadongari vide its letter No. N.P.W./N.R.V./Bhu. Niymi/1596 dated 28-07-2022, the classification of the Plot of lands out of the layout carved on their respective lands bearing Survey / Khasra / Gut No. 68/3, 77 and 66. The details are as under :-

Sr. No.	Land Owner	Survey No.	Plot Numbers	Total Area in Sq.Mtrs.	Open space in Sq.Mtrs.	Amenity space in Sq.Mtrs.
1.	M/s Bhagiratha Associates	68/3	1 to 87	10256.82	2662.50	1424.62
2.	Shri. Abhishekh Sanjay Jagtap and 3 others	66	88 to 93, 98 to 117 & 128 to 157	8154.07	1226.50	1239.77
3.	Shri. Sanjay Ramkrushna Jagtap	77	94 to 97, 118 to 127 & 158 to 240	11789.21	1415.00	--

; AND

WHREREAS in pursuance of Government Notification Dated 05-01-2017, the State Government has included Section 42B & 42K by amending Section 42 and 42A of the Maharashtra Land Revenue Code, 1996 wherein provision has been made for Deemed Conversion for non agricultural use of land as per the use shown in the final development plan. And use of any land included in such area, in form of allotment, reservation or instruction in such development plan, if the conversion tax, non agricultural levy and payment of nazarana or premium or other government dues where applicable as provided in Section (2), will be deemed to have been converted and no separate permission under Section 42 or Section 44 will be required for use which is permitted under such development plan. Thus as per Order Dated 22-11-2022 passed by the Tahsildar, Hingna in Revenue Case No. 10/NAP-34/2022-23 has levied Non Agricultural Cess/Tax on land bearing Survey / Khasra / Gut No. 68/3, 77 and 66 containing by total admeasurements 5.30 Hectares (i.e. 53000 Sq. Mtrs.) of land; AND

WHREREAS in pursuance of Section 42A of the Maharashtra Land Revenue Code, 1966, the Tahsildar, Hingna has granted Sanad/Annexure B to the aforesaid property

bearing Survey / Khasra / Gut No. 68/3, 77 and 66 containing by total admeasurements 5.30 Hectares (i.e. 53000 Sq. Mtrs.), out of which Plot No. 1 to 240 containing by total admeasuring 30200.10 Sq. Mtrs. passed in Revenue Case No. 10/NAP-34/ 2022-2023 Dated 22-11-2022; AND

WHREREAS in pursuance to the Letter of the Chief Executive Officer, Nagar Parishad Wanadongari, vide its Letter No. N.P.W./N.R.V./Bhu. Niymi/1596 dated 28-07-2022, the Tahsildar, Hingna has passed the Corrigendum Order on 16-12-2022. The details are as under :-

Sr. No.	Land Owner	Survey No.	Plot Numbers	Total Area in Sq.Mtrs.	Open space in Sq.Mtrs.	Amenity space in Sq.Mtrs.
1.	M/s Bhagiratha Associates	68/3	1 to 87	10256.82	2662.50	1424.62
2.	Shri. Abhishekh Sanjay Jagtap and 3 others	66	88 to 93, 98 to 117 & 128 to 157	8154.07	1226.50	1239.77
3.	Shri. Sanjay Ramkrushna Jagtap	77	94 to 97, 118 to 127 & 158 to 240	11789.21	1415.00	--

; AND

B. TITLE CERTIFICATE: The title of the Owner/Promoter/Developer is duly verified through their Advocate Sandeep Shastri & Associates and has certified that the title of the present owner/developer/promoter 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 SELL AND DEVELOP: In the circumstances, the Owner/Developer/Promoter 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 such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/Developer Promoter 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-_____.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion Annexure-_____ 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” & “B” written hereinafter (hereinafter for the sake of brevity referred to as the “said Plot”). The Purchaser/s has/have agreed to acquire Plot No. ____ admeasuring about _____ Hectare/s, 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 “A” & “B” 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 Owner/Developer/Promoter and the Owner/Developer/Promoter 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 Owner/Developer/Promoter 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 Promoter 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 Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the Schedule “D” 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 Owner/Developer/Promoter 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/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the ~~Annexure~~_____ Schedule “C” hereunder written;

2. CONSIDERATION:-

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS :

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer/Promoter 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 "**M/s BHAGIRATHA ASSOCIATES**" or such other name as may be specified from time to time by the Owner/Developer/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/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter 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 Owner/Developer/promoter giving written notice to the Purchaser/s 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/PROMOTER/CONSENTING PARTY :

It is agreed between the parties hereto that if the Owner/Developer/Promoter 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 Owner/Developer/Promoter 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, Owner/Developer/Promoter 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/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT :

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

Contd. …

4. FORMATION OF FINAL BODY OF PURCHASEERS :

The Owner/Developer/Promoter 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 a Co-operative Housing Society , Association governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owners/promoters and Owner/Developer/promoter of which all the purchasers 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 purchasers 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.

Purchasers 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/s 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 favour of the Ultimate Body before the disposal by the Owner/Developer/Promoter of all the plots on the said Land, then in such case the Owner/Developer/Promoter 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 Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer free, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER:

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

(a) The Promoter 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 promoter has also obtained the necessary N.A. permission from competent authority;

(b) The Promoter 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 Promoter 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 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 created herein, may prejudicially be affected;

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

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoter 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 Promoter in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoter 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 Owner/Developer/Promoter 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 Owner/Developer/Promoter or Consenting Party in favour of the Association/Condominium/Society of all Plot 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 apartment/plot/building, as the case may be.

10. FURTHERE 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 Promoter 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 Allottee/Purchaser
(Allottee's Address)
Notified Email ID: _____

Promoter Name **M/s BHAGIRATHA ASSOCIATES**,
acting through its Authorised Partner
SHRI. SANJAY S/o RAMKRUSHNA JAGTAP,
Having its Office at 22, Vijay Nagar, Nagpur-440022,
(Promoter Address)
Notified Email ID : _____@_____

It shall be the duly of the Allottee and the Promoter 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 Promoter or the Allottee, 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, thereunder.

Contd. …

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 in force and the Hingna courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

Improtant Note : Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder].

Note : Testimonial clause to be finalized in individual cases having regard to the constitution of the Parties to the Agreement.

SCHEDULE – "A"

(SAID ENTIRE PROJECT LAND)

ALL THAT Piece and Parcel of Non Agricultural land bearing Survey/Khasra/**Gut No. 68/3** of **MOUZA – WANADONGARI**, P.S.K. 46, having an area of **2.08 Hectares**, Rental Rs. 9 Yearly, held in Occupancy Class-1 Rights, Khate No. 367 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Wanadongari, within the limits of Nagar Parishad Wanadongari in Tahsil – Hingna and District – NAGPUR and bounded as under –

ON THE EAST	**-**	**BY SURVEY NOS. 67 & 66,**
ON THE WEST	**-**	**BY SURVEY NO. 68/2,**
ON THE NORTH	**-**	**BY SURVEY NO. 68/1,**
ON THE SOUTH	**-**	**BY SURVEY NO. 65.**

SCHEDULE – "B"

(SAID PLOT)

ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurements _____ **Square Meters.,** out of the sanctioned layout carved on the land described in **Schedule – "A"** and known and styled as **"RAGHUKUL PARK-1"**, and the said Plot is bounded as under –

ON THE EAST	**-**	**BY _____,**
ON THE WEST	**-**	**BY _____,**
ON THE NORTH	**-**	**BY _____,**
ON THE SOUTH	**-**	**BY _____.**

SCHEDULE- "C"

COMMON AMENITIES AND FACILITIES

1) BM + SDBC Road/Cement Concrete Road
2) Sewage Line
3) Strom Drainage Line
4) Water Pipe Line
5) Open space Compound wall
6) Sewage Treatment Plant
7) Rain Harvesting Chamber
8) Electric Network with Transformer

SCHEDULE- "D"

(PAYMENT SCHEDULE)

Rs.	=00	(Rupees _____) Only paid by the Purchaser to the Vendor/Developer/Promoter as Earnest Money by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Developer/Promoter.
Rs.	=00	(Rupees _____) Only paid by the Purchaser to the Vendor/Developer/Promoter by Cheque No. _____ dated _____ drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Developer/Promoter.
Rs.	=00	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer/Promoter within a period of _____(_____) Months from the date of this Agreement at the time of registration of Sale Deed.
Rs.	**=00**	**(TOTAL RUPEES _____ ONLY).**

IN WITNESS WHEREOF the VENDOR/OWNER/PROMOTER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at HINGNA in presence of the attesting witnesses signing as such on the day first above written.

Contd. …

SL. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**FOR M/s BHAGIRATHA ASSOCIATES** **(SANJAY RAMKRUSHNA JAGTAP)** Authorised Partner **VENDOR/OWNER/PROMOTER**
02			**1)** **(_____)**
03			**(_____)** **ALLOTTEE/PURCHASER**

Drafted by Sandeep Shastri, Advocate, at the instruction and information given, undertaking, warranties by parties to this Deed on their satisfaction, declarations and sole responsibilities towards the contents of this draft is to be found true and correct.

WITNESSES :-

(1) _____ (2) _____

"LIST OF ANNEXES"

Annexure "A"	:	Title Certificate.
Annexure "B"	:	7/12 Extract.
Annexure "C"	:	Approved Layout of Plots.
Annexure "D"	:	Authenticated Copy of the approved layout Showing the specific plot, subject matter of these presents.
Annexure "E"	:	List of Common areas and Amenities to the Provided under this presents.
Annexure "F"	:	Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

Contd. …