

ANNEXURE-III

Model Form of Agreement to Promoter and be entered in to between Promoter and Allottee(s) for Plotted Development Project.

Model Form of Agreement

This Agreement made and executed this.....day of in the year 2023 at Nagpur,
Taluka – Nagpur (Rural), District- Nagpur.

BY AND BETWEEN

SHRI ANIL GAJANANRAO @ GAJANAN TATIWAR, Age about 70 years, occupation:
Business residing at R/o Plot no.103 Vidarbha Housing Society, Kachipura, Ramdaspath,
Nagpur-440010, PAN No. AFHPT7770E. AADHAR NO. 5235 2071 1150. Hereinafter
referred to as the "**OWNERS/ DEVELOPERS/PROMOIERS**", (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 No.

[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 assignees.] of the **SECOND PART**.

A. DESCRIPTION OF THE LAND & PROPERTY:

WHEREAS, the owner /Promoter/Developer is the absolute Owner of the All that piece and
piece and parcel of Agricultural land bearing Survey.No.81(New)& survey.no.47(old), Mouza-
Bothali.P.S.K.No.74, Khate No.3 containing with entire total land admeasuring about 2.70
H.R. held in class-Iright, with land revenue of Rs.13 situated at village, Gram panchayat
Bothali with in the limit of Nagpur Metropolitan Region in Tah- Nagpur (Rural), Dist.- Nagpur;
AND



WHEREAS, Originally all that piece and parcel of land bearing survey no.81(New), survey no. 47(Old) admeasuring 2.70 Hectares of Mouza- Bothali, Tahsil-Nagpur (Rural), Dist-Nagpur. was belonged to joint owner of Smt. Kubera begum W/O Haidar Ali, Sajjad Ali S/O Haider Ali, Mr. Sayyad Fayyad Ali S/O Haidar Ali, Ku. Nigar Sultana D/O Haida Ali, Mr. Sayyad Sabir Ali S/O Haidar Ali, Mr. Sayyad Naushad Ali S/O Haidar Ali, Smt. Naseem Sultana W/O Husain khan , Smt. Anis sultana W/O Muhammad vuta, and same entry on 7/12 extract.

AND WHEREAS, later on Smt. Kubera begum W/O Haidar Ali, Sajjad Ali S/O Haider Ali, Mr. Sayyad Fayyad Ali S/O Haidar Ali, Ku. Nigar Sultana D/O Haidar Ali, Mr. Sayyad Sabir Ali S/O Haidar Ali, Mr. Sayyad Naushad Ali S/O Haidar Ali, Smt. Naseem Sultana W/O Husain khan, Smt. Anis sultana W/O Muhammad vuta, sold the said land to Shri. Anil Gajananrao Tatiwar by virtue of Sale Deed executed on dated 21/6/1984 in the office of Sub-Registrar, Class-I Nagpur, Nagpur vide document Serial no. 4092/1984.

Thus, after execution of aforesaid land of survey No. 81(New)survey no.47(old), Mouza-Bothali.P.S.K.No.74, Khate No.3 containing total land admeasuring about 2.70 H.R. held in class-Iright, with land revenue of Rs.13 situated at village, Gram panchayat Bothali , Tah-Nagpur (Rural), Dist.- Nagpur , Mr. Anil Gajananrao Tatiwar has become the exclusive absolute owner of the aforesaid property having heritable and transferable rights therein all relevant record and also mutated in 7/12 extract.

THAT, the urban development department in accordance with the Maharashtra Metropolitan Region Development Authority Act 2016, Published a Notification dated 04.03.2017 bearing No.NMRDA-3316/C.R.55/UD-7 where in Planning Authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development No. TPS/2413/451/CR231/UD-9 dated 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Planning Authority for Development Area u/s 42A of the MRTP Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority u/s 42D thereof, for the said area.

THAT, The Nagpur Metropolitan Region Development Authority has tentatively sanctioned the residential Lay-out carved on the said entire land of survey No. 81 admeasuring 2.70 Hectares (27000 Sq. mtrs.) consisting of various residential plots vide letter bearing no.EE/NMRDA/7759 dated 25.10.2022. and further the layout on the said land also recommended for final approval by the Executive Engineer, NMRDA Nagpur vide Letter No. EE/NMRDA/----- dated-----, The said residential sanctioned lay-out is known and styled as "PRIDE PURPLE-2".

B. TITLE CERTIFICATE: The title of the Owner /Promotor/Developer is duly verified through their advocate ----- and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance, with sample 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 lifted herewith as Annexure.....

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owner/Developer/ Promoter has the exclusive right of plotting of the said and 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 AQUIRE: The Purchaser, after satisfying 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 referred 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 "B" written hereinafter [hereinafter for the sake of brevity referred to as the "said Plot. the Purchaser/s hay 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 herein after: 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 "B"** hereunder written and marked in Red on the Plan **ANNEXURE "D"**.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/ have demanded from the owner/Developer/Promoter and the owner/Developer/Prc moter 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 Purchase/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 lumpsum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule "B" and specified in Plan **ANNEXURE "D"** 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 "E" 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 (Rs..... only) and the Purchaser shall make the payment of the same in the name of **Shri. "Anil Gajananrao @ Gajanan Tatiwar"** 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.

2.1.1: The balance Sale Consideration is specifically agreed to be paid by the Allottee/Purchaser/s to the Seller /Promoters in the manner stipulated in the Schedule-D. That, the Seller/Promoters shall procure all necessary documents, Release Letter, Papers required for registration of the Sale Deed.

2.1.2: It is agreed between the parties that if the Allottee/Purchaser/s fails to make payment of consideration at stated herein-in the interest may be charge for the period of default but in no case any such default shall be delayed for one months from due date.

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 after Appropriate authority issued Release letter of the said plot and the Owner/Developer/Promoter by executed sale deed in favour of the purchaser/s after on receipt of the entire amount of the purchase price of the said Plot with other charges as agreed. 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. OR

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s after on receipt of the entire amount of the purchase price of the said Plot with other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] can be further extended on both mutual understanding, 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 /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 of three months thereafter or if, the Owner/Developer/Promoter and/or if Agents for reasons beyond its contra, 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 alter 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, charges for common service if any.

4. NO RIGHTS TO DEMAND SUB-DIVISION: This Purchaser/s of the 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 rights 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.

5. 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 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: 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 and 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 are 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/wing shall be obtained by following due process of law and the Promoter has been and shall, at all time, 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 attested;

(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 land 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, levies, 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.

6. 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 all Plot purchasers in the said project.

7. 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.

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

9. 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: SHRI. ANIL GAJANANRAO @ GAJANAN TATIWAR

Promoter Address:

Notified Email ID: akshaytatiwar@gmail.com



It shall be the duty 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 tailing which all communications and letters posted the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

10. 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.

11. GOVERNING LAW: That the rights and obligations of the parties under 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 courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE -A

(SAID ENTIRE PROJECT LAND DESCRIPTION)

All that piece and piece and parcel of Non-Agricultural land bearing Survey. No. 81. Mouza-Bothali.P.S.K.No.74, Khate No.3 containing with entire total land admeasuring about 2.70 H.R. held in Occupancy class-Iright with land revenue of Rs.13, situated at village, Grampanchayat Bothali with in the limit of Nagpur Metropolitan Region in Tah- Nagpur (Rural), Dist.- Nagpur and the same is bounded as under:

TOWARDS EAST : LAND OF KHASRA NO.83

TOWARDS WEST : 18 Mtrs Wide ROAD.

TOWARDS NORTH : LAND OF KHASRA NO.82

TOWARDS SOUTH : LAND OF KHASRA NO.80

SCHEDULE -B

(DESCRIPTION OF SALE PLOT)

All that piece and piece and parcel of Plot bearing no..... admeasuring about..... Sq.Ft..... (Sq.Mtrs. ...) in the NMRDA Sanctioned layout known and styled as "**PRIDE PURPLE- 2**" bearing kh.No.81(New) Mouza-Bhothali.P.S.K.No.74,Khate No.3 containing with entire total land admeasuring about 2.70 H.R. held in Occupancy class-Iright.with land revenue of Rs.13, situated at village, Grampanchayat Bothali with in the limit of Nagpur Metropolitan Region in Tah- Nagpur (Rural), Dist.- Nagpur and the same is bounded as under:

TOWARDS EAST :

TOWARDS WEST :

TOWARDS NORTH :

TOWARDS SOUTH :



IN WITNESS WHEREOF the Seller/Promoter and the Allottee/Purchaser Parties herein above name have fully examined and read over this Agreement to Sell before execution and the same is drafted as per their own say and instruction and the contents whereof are found to be true correct and without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind and the Parties are fully agreed of all the contents of this deed. And hereby Parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagpur in the presence of attesting witnesses, signing as such on the day..... of ... first above written.

WITNESSES

Sr. No.	Finger Print (Left Thumb)	Passport Size Photograph	Signature and Full Name
1			WITNESSES NO.1
2			WITNESSES NO.2

SCHEDULE- C

MANNER OF PAYMENT

DATE	CH.NO. /UTR NO.	BANK NAME/BRANCH	AMOUNT
TOTAL AMOUNT RECEIVED			

It is agreed that the Allotee/Purchaser/s shall make the payment of balance consideration of Rs.....(Rupees..... Only) in the following manner:

SCHEDULE-D

BALANCE COSIDERATION OF PAYMENT

DATE	CH.NO. /UTR NO.	BANK NAME/BRANCH	AMOUNT
TOTAL AMOUNT			

LIST OF ANNEXURE

- Annexure "A" : Title Certificate.
- Annexure "B" : 7/12 Extract
- Annexure "C" : Approved Layout of Plots.
- Annexure "D" : Authenticated copy of the approved layout showing
Who specify plot, subject matter of these present
- Annexure "E" : List of Common Area and Amenities to the
provided under these present
- Annexure "F" : Registration certificate issued by MahaRERA.

Place - Nagpur

Date -