

AGREEMENT TO SELL

FOR RS.....ONLY
(RUPEES ONLY)
GOVERNMENT VALUATION RS...../-

THIS AGREEMENT TO SELL is made and executed at Nagpur on this day of
..... BY AND BETWEEN:

M/s PREMIER HERITAGE, a registered partnership firm having its registered office at – 1, Ajanta Society, Chindwara Road, Byramji Town, Nagpur-440013, bearing {PAN = AAXFP-9637-M} & acting through its authorised Partner **SHRI AMIT MAGANLAL PANCHMATIYA**, aged about 48 years, Occupation : Agriculturists/Business, Resident of - 44, Farmland, Ramdaspath, Nagpur, Tahsil and District – NAGPUR – 440010, hereinafter referred to / called the **VENDOR/OWNER/PROMOTER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "VENDOR/OWNER/PROMOTER", its partners as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

SHRI/SMT....., Aged years, Occupation
..... Resident of
hereinafter referred to/called as the **"ALLOTTEE/PURCHASER/S"** which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "ALLOTTEE/PURCHASER/S" as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the **SECOND PART**. (PAN -)

A. DESCRIPTION OF THE LAND & PROPERTY:-

ALL THAOSE pieces and parcels of land bearing i) Survey/Kh. No. 67, ii) Survey/Kh. No. 68/1, and iii) Survey/Kh. No. 68/2, collectively/ jointly admeasuring about 1.72 Hectares, with Occupancy Class I Bhumiswami rights, bearing P. H. No. 4, situated at MOUZA: CHICHOLI, within Gram Panchayat Chicholi, Tahsil: Nagpur (Rural) and District: Nagpur and more particularly described in schedule A.

WHEREAS, originally the lands bearing Kh. No. 67 and Kh. No. 68/1 being a portion of old Kh. No. 28/1 admeasuring about 2.50 Acres and land bearing old Kh. No. 28/2 admeasuring 2.10 Acres were owned by Shri Ramchandra Domaji Thakare.

WHEREAS, said Shri Ramchandra Domaji Thakare and his sons sold the said Lands i.e. old Kh. No. 28/1 admeasuring about 2.50 Acres and land admeasuring 1.05 Acres out of land bearing old Kh. No. 28/2 to Shri Tulsiram Laxmanrao Takalkhede by sale deed dated 09/03/1981 registered at Sr. No. 1210 in Book No.1 before the Joint Sub Registrar Nagpur-1 on 09/03/1981,AND;

WHEREAS, the name of Shri Tulsiram Laxmanrao Takalkhede was mutated in revenue records as the owner of the said lands vide Ferfar No. 71 dated 22/01/1990 and the said lands were renumbered as New Kh. No. 64 admeasuring 0.14 H.R., Kh. No. 67, admeasuring 0.87 H.R. and Kh. No. 68/1 admeasuring 0.40 H.R., under the consolidation proceedings held in the year 1981-82; AND

WHEREAS said Shri Tulsiram Laxmanrao Takalkhede sold said lands i. e. Kh. No. 67, admeasuring 0.87 H.R. and Kh. No. 68/1 admeasuring 0.40 H.R. to Shri Santoshkumar Jethanand Advani HUF, by way of sale deed dated 26/11/2014 duly registered as Sr. No. 6989 in Book No. 1 before the Joint Sub Registrar Nagpur-7.; AND

WHEREAS said Shri Santoshkumar Jethanand Advani HUF agreed to Sell the said lands to the firm M/s Premier Heritage by way of an Agreement to Sell dated 24/03/2021 duly registered at Sr. No. 6532 before the Joint Sub Registrar Nagpur - 07 on 20/04/2021, and further sold/transferred the said lands to the firm M/s Premier Heritage by way of sale deed duly registered at Sr. No. 6533 before the Joint Sub Registrar Nagpur - 07 on 20/04/2021, as a result thereof the Vendor firm became the absolute owner of the aforesaid agricultural lands bearing Kh. No. 67 and 68/1 with heritable and transferable rights therein, the name of the Vendor firm is also recorded in the revenue records as absolute owner thereof, AND;

WHEREAS further the lands bearing i) Kh. No. 68/2 and ii) Kh. No. 69 were originally belonging to Shri Laluram Jeewaji Gujar who sold the same to Shri Rajesh Santoshkumar Advani by way of sale deed dated 30/07/1993 duly registered at Sr. No. 3017 before the Joint Sub Registrar Nagpur - 9 (Rural) in Book No. Add.-1 Volume No. 549 at pages 91 to 106 on 30/07/1993. Thereafter said Shri Rajesh Santoshkumar Advani agreed to Sell the said lands jointly to the firm M/s Premier Heritage by way of an Agreement to Sell dated 24/03/2021 duly registered at Sr. No. 6534 before the Joint Sub Registrar Nagpur - 07 on 20/04/2021 and further sold/transferred the said lands jointly

bearing Kh. No. 68/2 and Kh. No.69 to the firm Premier Heritage by way of sale deed dated 20/04/2021 duly registered at Sr. No. 6535 before the Joint Sub Registrar Nagpur - 07 on 20/04/2021, as a result thereof the firm M/s Premier Heritage/Vendor became the absolute owner of the aforesaid agricultural lands bearing Kh. No. 68/2 and Kh. No. 69 with heritable and transferable rights therein, the name of the Vendor firm is also recorded in the revenue record as absolute owner thereof, AND;

WHEREAS, the said lands bearing Kh. No. 67, 68/1 and 68/2 having residential zoning under the sanctioned Regional Plan of Nagpur region, the Vendor firm applied to the Tahsildar, Nagpur (Rural) for change of the user of the said land from agricultural into non-agricultural i.e. residential purposes and the Tahsildar, Nagpur (Rural) granted the permission for change of the user of the said land from agricultural to non-agricultural i.e. residential purposes vide order dated 18/11/2022 in Revenue Case No. 52/NAP-34/2022-2023, Mouza-Chicholi, AND;

WHEREAS, the said lands bearing Kh. No. 67, 68/1 and 68/2 being under the jurisdiction of Nagpur Metropolitan Region Development Authority, Nagpur, the Vendor firm Premier Heritage got the final Plan of the residential lay out sanctioned on the said land from Nagpur Metropolitan Region Development Authority, Nagpur under section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated 11/09/2022; AND

WHEREAS, on completion of all formalities of getting the said layout sanctioned from the Nagpur Metropolitan Region Development Authority, the NMRDA has executed an Agreement for development of the said layout, between NMRDA and the Vendor Firm hereinabove named on 26/12/2022, AND

A. THAT, the ALLOTTEE/PURCHASER/S here-in-above approached the VENDOR/OWNER/PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as "....." and has agreed to pay the cost of plot to the VENDOR/OWNER/PROMOTER;

B. **TITLE CERTIFICATE:** The title of the Owner/Promoter is duly verified through their Advocate Amol B. Darekar, Nagpur and has certified that the title of the present Vendor/owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, and sale of the 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 Vendor/Owner/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 purchaser/s thereof under the provisions of the Transfer of Property Act. The Vendor/Owner/Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017 vide Certificate No.....

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself with regards to the title of the Vendor/Owner/Promoter 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/themselves 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 (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. (..... 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.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the VENDOR/OWNER/PROMOTER and the VENDOR/OWNER/PROMOTER has 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 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 Vendor/Owner/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/s herein made an offer to the Vendor/Owner/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 Vendor/Owner/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Vendor/Owner/Promoter hereby admits and acknowledges. The Purchaser/s has agreed to pay to the Vendor/Owner/Promoter, in such name and as per its directions, the entire balance of the sale price in the manner as mentioned in the Schedule E 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 HERETOAS FOLLOWS :-

1. PURCHASE AND SALE OF THE PLOT:

1.1 The Purchaser/s has/have agreed to acquire and Vendor/Owner/Promoter has agreed to sell the said Open Plot No..... admeasuring Sq. Mtrs., and the right to construct thereon, as per rule of sanction plans to the Purchaser/s, 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 facilities;

2. CONSIDERATION:-

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Vendor/Owner/Promoter herein agrees to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Vendor/Owner/Promoter the said open Plot No. for mutually agreed lump sum consideration of Rs...../- (Rupees Only) and the Purchaser/s shall make the payment of the same in the name of "Vendor/Owner/Promoter" or such other name as may be specified from time to time by the Vendor/Owner/Promoter 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.

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDOR/OWNER/PROMOTER in the manner stipulated in Schedule - E. That the VENDOR/OWNER/PROMOTER 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 as stated here-in, the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

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 Vendor/Owner/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) of the Vendor/Owner/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. That, the VENDOR/OWNER/PROMOTER upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the

possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR/OWNER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDOR/ OWNER/ PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR/OWNER/PROMOTER.

2.2.1 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential / legal Purposes.

2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/PROMOTER :

It is agreed between the parties hereto that if the Vendor/Owner/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 Vendor/Owner/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, Vendor/Owner/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 or as per the Bank interest, 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 Vendor/Owner/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 Vendor/Owner/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Vendor/Owner/Promoter, charges for common service if any after taking the possession of the said plot.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Vendor/Owner/Promoter shall on execution of registered agreement for sale by 51% purchasers, or within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser/s of the said Layout, 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/Owners/promoters and 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 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/s hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

In case the association is formed before the disposal by the Vendor/Owner/Promoter of all the plots on the said Land, then in such case the Vendor/Owner/Promoter shall join in the association as members holding such unsold plot/s and as and when such Plot/s are sold to third party at the discretion of the Vendor/Owner/Promoter, the association shall admit as members the Purchaser/s of such plot/s without charging any premium, transfer free, or any other extra payment.

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

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

- (a) The Vendor/Owner/Promoter has clear and marketable title with respect to the project land/Layout/Plot/s; as declared in the title report 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/Owner/Promoter has also obtained the necessary N.A. permission from competent authority.
- (b) The Vendor/Owner/Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land 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 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 are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the Vendor/Owner/Promoter has been

and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land.

- (f) The Vendor/Owner/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 Purchaser/s/Allottee/s created herein, may prejudicially be affected.
- (g) The Vendor/Owner/Promoter has not entered into any Agreement for sale with any person or party with respect to the project land, including the said Plot which will, in any manner, affect the rights of Purchaser/s/Allottee under this Agreement.
- (h) The Vendor/Owner/Promoter confirms that Vendor/Owner/Promoter is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s/Allottee in the manner contemplated in this Agreement.
- (i) The Vendor/Owner/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 Vendor/ Owner/Promoter in respect of the project land and/or the project except those disclosed in the title report.
- (k) The Vendor/ Owner/Promoter shall obtain insurance if any required as such by the Government of Maharashtra.

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, Sale Deed and all documents executed by the Vendor/Owner/Promoter pursuant to the said plot.

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 Allottee/Purchaser and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below.

Name of Allottee/Purchaser/s

(Allottee's Address).....

Notified Email ID

Name of VENDOR/OWNER/PROMOTER - M/s PREMIER HERITAGE, office at - 1, Ajanta Society, Chindwara Road, Byramji Town, Nagpur-440013.

Notified Email ID -

It shall be the duty of the Purchaser/s/Allottee and the Vendor/Owner/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 Vendor/Owner/Promoter or the Purchaser/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.

13. GOVERNING LAW:

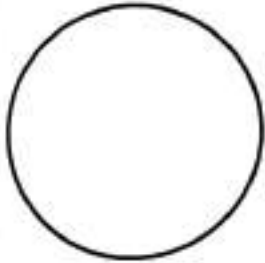
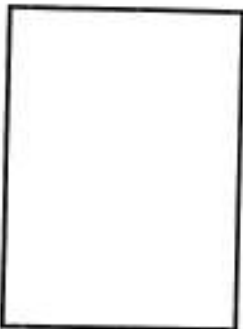
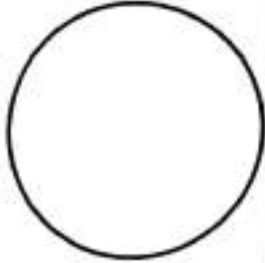
That the right and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE - "A"
SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL of land bearing PLOT NO.
admeasuring about, in the layout named and styled as "Premier Heritage Chicholi 67, 68/1 and 68/2" sanctioned and situated on ALL THAOSE pieces and parcels of land bearing i) Survey/Kh. No. 67, ii) Survey/Kh. No. 68/1, and iii) Survey/Kh. No. 68/2, collectively/ jointly admeasuring about 1.72 Hectares, with Occupancy Class I Bhumiswami rights, bearing P. H. No. 4, situated at **MOUZA: CHICHOLI**, within Gram Panchayat Chicholi, Tahsil: Nagpur (Rural) and District: Nagpur and the said Plot is bounded as under.

TO THE EAST :
TO THE WEST :
TO THE NORTH :
TO THE SOUTH :

IN WITNESSES WHEREOF THE VENDOR/OWNER/PROMOTER AND THE ALLOTTEE/PURCHASER/S hereto have signed this AGREEMENT TO SELL at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

SR. NO	FINGERPRINT (LEFT THUMB)	PASSPORT SIZE PHOTO	SIGNATURE & FULL NAME
01			<u>VENDOR</u> <u>PARTNER</u> <u>M/S PREMIER HERITAGE</u> <u>(SHRI AMIT M. PANCHMATIYA)</u>
02			<u>PURCHASER/S</u> <u>(.....)</u>

WITNESSES:-

1.....

2.....