

AGREEMENT TO SELL

FOR Rs. /- ONLY
(RUPEES ONLY)

(GOVT. MARKET VALUE Rs. /- ONLY)

(Valuation of Stamp Duty @ Rs. 2736/ - per Sq. Mtrs., (Land Rate) of Mouza – Umargaon, appearing as Division No. 2 at Page No. of Govt. Stamp Duty Ready Reckoner, 2023-24)

THIS **AGREEMENT TO SELL** is made at **NAGPUR** on this _____ DAY of _____, 2022, **BETWEEN**

“M/S. SAIDHAM BUILDERS AND DEVELOPERS”

[PAN : AEOF5946R]

A Partnership Firm having its Office situated at 1 & 2, Bhawani Chamber, Ajni Chowk, Wardha Road, Nagpur – 440015, acting through its **AUTHORIZED PARTNERS :-**

(1) SHRI. SUDHAKAR VITTHALRAO KOHALE,

[PAN : AFMPK8287J]

[AADHAR No.: 2295 8121 4514]

Aged 53 Years, Occupation – Agriculture /Business,
Resident of Plot No. 156, Near Hanuman Mandir, Janki Nagar,
NAGPUR - 440034.

(2) SHRI. AMOL VISHVANATHRAO WAIRALE

[PAN : AATPW5742Q]

[AADHAR No.: 6291 1622 6143]

Aged about 38 years, Occupation Agriculture/ Business,
Resident of Chinchbhuwan, Wardha Road, NAGPUR - 441108.

(3) **SHRI. SANDEEP PRABHAKARRAO HETE**

[PAN : ACGPH9133H]

[AADHAR No.: 6976 5863 2707]

Aged 38 Years, Occupation – Agriculture /Business,
Resident of Near Datta Mandir, Chinchbhawan, Wardha Road,
NAGPUR - 441108.

Hereinafter called as the “**VENDOR FIRM/PROMOTER**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR/PROMOTER**” as well as its partner, partners their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

SHRI / SMT. _____

[P. A. No. _____]

[AADHAR : _____]

[MOBILE No. _____]

Aged bout _____ years, Occupation – _____,

Resident of _____,

Hereinafter called the “**PURCHASER / ALLOTTEE/S**” which expression shall unless repugnant to the context or meaning thereof, mean and include the said “**PURCHASER / ALLOTTEE/S**” as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS the above named **Vendor Firm** is the absolute owner in possession with all transferable rights therein of the Non-Agricultural land property Comprising **ALL THAT** Piece and Parcel of land bearing **Khasra / Survey / Gat No. 54/A & 54/B/1**, total containing by admeasuring about **2.21 Hectares**, held in **Bhogwatdar Class – 1 Rights** of **MOUZA – UMARGAON** situated at Village – Umargaon in Tahsil – Nagpur which is more particularly described in **Schedule – “A”** hereunder written. (Herein afterwards referred as the “**Project Land**” for sake of brevity and convenience).

A] DESCRIPTION OF THE LAND & PROPERTY :-

(1) TITLE HISTORY IN RESPECT OF LAND BEARING KHASRA / SURVEY / GAT No. 54/A of MOUZA – UMARGAON.

(i) ALL THAT Piece & Parcel of land bearing **Khasra / Survey / Gat No. 54/A**, containing by admeasuring about **0.81 Hectares**, held in **Bhogwatdar Class – 1**

Rights of MOUZA – UMARGAON, P. H. No. 36, situated within the limits of Gat Grampanchayat Umargaon, in **Tahsil Nagpur (Rural)** and District **NAGPUR** belongs to **Vendor Firm / Promoters**, having acquired the same by them from **Shri. Shusrut Shridhar Raut and Shri. Vijay Yashwant Raut** by registered Sale Deed Dated **27/01/2023**, which was duly registered at the Office of the Joint Sub-Registrar, Nagpur (Rural) No. 7 in Addl. Book No. 1 at Serial No. 810/2023 on even date.

(ii) **THAT**, originally **Khasra / Survey / Gat No. 54/A**, containing by admeasuring about **0.81 Hectares**, Land Revenue Rs. 4.00/- held in **Bhogwatdar Class – 1 Rights of MOUZA – UMARGAON, P. H. No. 36** belonged to Shri. Shusrut Shridhar Raut and Shri Vijay Yashwant Raut being the recorded owner of the said land.

(iii) **THAT**, said Shri. Manohar Yashwantrao Raut was the owner of the said land acquired by ancestral partition. All THAT PIECE AND PARCEL OF AGRICULTURE LAND bearing Survey No. 54/A admeasuring 0.81 Hectares, P.H.No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, at. Mouza- UMARGAON, within the limits of Tahsil :- NAGPUR – RURAL, District:- NAGPUR.

(iv) **THAT** said Shri. Manohar Yashwant Raut sold ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND bearing Survey No. 54/A admeasuring 0.81 Hectares, P.H. No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, TOGETHER WITH all trees, shrubs, passage, right of pathways, water courses and all other easementary rights appurtenant and belonging thereto situated at Mouza- UMARGAON, within the limits of Tahsil :- NAGPUR- RURAL, District :- NAGPUR and herein after referred to as **“SAID AGRICULTURE LAND”** to Shri. Kavdu K. Pawankar, the Vendors herein above named by way of a Sale Deed in the Office of the Joint Sub Registrar, Nagpur Rural AND

(v) **THAT** then the said Shri. Kavdu K. Pawankar sold ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND bearing Survey No. 54/A admeasuring 0.81 Hectares, P.H. No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, herein after referred to as **“SAID AGRICULTURE LAND”** to Shri. Keshavchandra H Tapdiya And Shri. Vasant H. Churad, the Vendors herein above named by way of a Sale Deed in the Office of the Joint Sub Registrar Nagpur Rural AND

(vi) **THAT** after that the said Shri. Keshavchandra H. Tapdiya And Shri. Vasant H. Churad sold ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND bearing Survey No. 54/A admeasuring 0.81 Hectares, P.H. No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, herein after referred to as **“SAID AGRICULTURE LAND”** Shri. Ghansyam Surybhanji Bhende (A.P.K Father) Shri.

Suryabhan Antuji Bhende, the Vendors herein above named by way of a Sale Deed dated 23/07/1990 which is duly registered in the Office of the Joint Sub Registrar Nagpur Rural AND

(vii) **THAT**, after that the said Shri. Ghanshyam Surybhanji Bhende (A.P.K Father) Shri. Suryabhan Antuji Bhende, sold 0.60 Hectares out of admeasuring 0.81 Hectares AGRICULTURE LAND bearing Survey No. 54/A, P.H. No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, herein after referred to as **“SAID AGRICULTURE LAND” to Shri. Shusrut Shridhar Raut** (A.P.K Mother) Sau. Vimal Shridhar Raut, the Vendors herein above named by way of a Sale Deed dated 10/02/1195 which is duly registered in Book No. 1, Valume No. 1044, Page No. 19 To 20, at Serial No. 811 (CHA) in the Office of the Joint Sub Registrar Nagpur Rural AND

(viii) **THAT**, after that the said Shri. Ghanshyam Surybhanji Bhende, sold 0.21 Hectares out of admeasuring 0.81 Hectares AGRICULTURE LAND bearing Survey No. 54/A, P.H. No. 36, Land Revenue Rs. 4.00, held in Bhogwatdar Class- 1 Rights, herein after referred to as **“SAID AGRICULTURE LAND” to Shri. Vijay Yashwant Raut**, the Vendors herein above named by way of a Sale Deed dated 15/09/2001 which is duly registered in the Office of the Joint Sub Registrar Nagpur Rural AND

(ix) **THAT**, lateron the aforesaid (i) Shri. Shusrut Shridhar Raut (ii) Shri. Vijay Yashwantrao Raut And **Confirming Party** (i) Sau. Vimal Shridhar Raut (ii) Sau. Tushita Sanjay Varshe (iii) Sau. Ashwini Sunil Mankar sold / transferred **ALL THAT** piece and parcel of land bearing **Khasra / Survey / Gat No. 54/A**, containing by admeasuring about **0.81 Hectares**, held in **Bhogwatdar Class – 1 Rights** of **MOUZA – UMARGAON, P. H. No. 36**, situated within the limits of Gat Grampanchayat Umargaon, in **Tahsil Nagpur (Rural)** and District **NAGPUR** to the **Vendor Firm / Promoters “M/S. SAIDHAM BUILDERS AND DEVELOPERS”** A Partnership Firm acting through its **Authorized Partners :- (1) SHRI. SUDHAKAR VITTHALRAO KOHALE, (2) SHRI. AMOL VISHVANATHRAO WAIRALE (3) SHRI. SANDEEP PRABHAKARRAO HETE** by registered Sale Deed Dated **27/01/2023**, which was duly registered at the Office of the Joint Sub-Registrar, Nagpur (Rural) No. 7 in Addl. Book No. 1 at Serial No. 810/2023 on even date. That the name of **Vendor Firm / Promoters Firm** is also accordingly mutated in the relevant revenue record.

(2) **TITLE HISTORY IN RESPECT OF LAND BEARING KHASRA / SURVEY / GAT No. 54/B/1, of MOUZA – UMARGAON.**

(i) **ALL THAT** Piece & Parcel of land bearing **Khasra / Survey / Gat No. 54/B/1**, containing by admeasuring about **1.40 Hectares**, held in **Bhogwatdar Class – 1 Rights** of **MOUZA – UMARGAON, P. H. No. 36**, situated within the

limits of Gat Grampanchayat Umargaon, in **Tahsil Nagpur (Rural)** and District **NAGPUR** belongs to **Vendor Firm / Promoters**, having acquired the same by them from **Shri. Shusrut Shridhar Raut** by registered Sale Deed Dated **27/01/2023**, which was duly registered at the Office of the Joint Sub-Registrar, Nagpur (Rural) No. 7 in Addl. Book No. 1 at Serial No. 809/2023 on even date.

(ii) **THAT, ALL THAT** Piece & Parcel of land bearing **Khasra / Survey / Gat No. 54/B/1**, containing by admeasuring about **1.40 Hectares**, held in **Bhogwatdar Class – 1 Rights** of **MOUZA – UMARGAON** originally belonged to Shri. Shusrut Shridhar Raut being the recorded owner thereof.

(iii) **THAT**, said Shri. Manohar Yashwantrao Raut was the owner of the said land acquired by ancestral partition. **ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND** bearing Survey No. 54/B/1 admeasuring 1.40 Hectares, P.H. No. 36, Land Revenue Rs. 6.50, held in Bhogwatdar Class- 1 rights, at. Mouza – UMARGAON, within the limits of Tahsil :- NAGPUR RURAL, District :- NAGPUR.

(iv) **THAT**, the said Shri. Manohar Yashwantrao Raut sold **ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND** bearing Survey No. 54/B/1 admeasuring 1.40 Hectares, P.H. No. 36, Land Revenue Rs. 6.50, held in Bhogwatdar Class- 1 rights, **TOGETHER WITH** trees, shrubs, passage, right of pathways, water courses and all other easementary rights appurtenant and belonging thereto situated at Mouza – UMARGAON, within the limits of Tahsil :- NAGPUR RURAL, District :- NAGPUR and herein after referred to as **“SAID AGRICULTURE LAND”** to **Shri. Ghansyam Surybhanji Bhende (A.P.K Father) Shri. Surybhan Antuji Bhende**, the Vendors herein above named by way of a Sale Deed dated 10/01/1991 which is duly registered in Book No. 1, at Serial No. 153 (CHA) in the Office of the Joint Sub Registrar, Nagpur Rural AND

(iv) **THAT** the Said Shri. Ghanshyam Surybhanji Bhende (A.P.K Father) Shri. Surybhan Antuji Bhende sold **ALL THAT PIECE AND PARCEL OF AGRICULTURE LAND** bearing Survey No. 54/B/1 admeasuring 1.40 Hectares, P.H. No. 36, Land Revenue Rs. 6.50, held in Bhogwatdar Class- 1 rights **TOGETHER WITH** trees, shrubs, passage, right of pathways, water courses and all other easementary rights appurtenant and belonging thereto situated at Mouza – UMARGAON, within the limits of Tahsil :- NAGPUR RURAL, District :- NAGPUR and herein after referred to as **“SAID AGRICULTURE LAND”** to **Shri. Shusrut Shridhar Raut (A.P.K Mother) Sau. Vimal Shridhar Raut**, the Vendors herein above named by way of a Sale Deed dated 21/07/1992 which is duly registered in Book No. 1, Volume No. 501, Page No. 88 To 94, at Serial No. 3943 (CHA) in the Office of the Joint Sub Registrar No. 9, AND

(iv) **THAT** subsequently Shri. Shusrut Shridhar Raut And Confirming Party (i) Sau. Vimal Shridhar Raut (ii) Sau. Tushita Sanjay Varshe (iii) Sau. Ashvini Sunil Mankar on their turn sold / transferred the aforesaid property bearing **Khasra / Survey / Gat No. 54/B/1**, containing by admeasuring about **1.40 Hectares**, held in **Bhogwatdar Class – 1 Rights of MOUZA – UMARGAON**, to the **Vendor Firm / Promoters “M/S. SAIDHAM BUILDERS AND DEVELOPERS”** A Partnership Firm acting through its **Partners :- (1) SHRI. SUDHAKAR VITTHALRAO KOHALE, (2) SHRI. AMOL VISHVANATHRAO WAIRALE, (3) SHRI. SANDEEP PRABHAKARRAO HETE** by registered Sale Deed Dated **27/01/2023**, which was duly registered at the Office of the Joint Sub-Registrar, Nagpur (Rural) No. 7 in Addl. Book No. 1 at Serial No. 809/2023 on even date. That the name of **Vendor Firm / Promoters Firm** is also accordingly mutated in the relevant revenue record.

(3) **WHEREAS** pursuant to the aforesaid **Sale Deeds Dated 27/01/2023** the **Vendor / Promoter, “M/S. SAIDHAM BUILDERS AND DEVELOPERS”** become the sole and absolute owner of aforesaid **property** and its name being sole and absolute owner of the said property is mutated in the Revenue Record and the Vendor Firm is in vacant and peaceful possession of the said property without any claim, dispute, defect in title or hindrance from any person and the Vendor Firm has transferable rights therein; **AND**

(5) **WHEREAS** the Vendor Firm lateron decided to develop the said entire land bearing **Khasra / Survey / Gat No. 54/A & 54/B/1**, total containing by admeasuring about **2.21 Hectares**, held in **Bhogwatdar Class – 1 Rights of MOUZA – UMARGAON** situated at Village – Umargaon in Tahsil – Nagpur (Rural) District Nagpur into a Residential Estate by carving out various Residential Plots of different sizes therein; **AND**

(6) **WHEREAS** the land bearing **Khasra / Survey / Gat No. 54/A & 54/B/1**, total containing by admeasuring about **2.21 Hectares**, held in **Bhogwatdar Class – 1 Rights of MOUZA – UMARGAON** comes within the jurisdiction of **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** and the **Vendor Firm** accordingly submitted the said entire land along with entire papers with Layout plan for its sanction to the said Authority by an Application Dated 03/04/2023; **AND**

(7) **WHEREAS** the **Executive Engineer**, of the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** accordingly sanctioned the Layout Plan of the said entire land vide its **Letter No. NMRDA/LT/2023/APL/00059** Dated **03/04/2023**. As per the said Sanctioned demarked Layout Plan there are total **87 Plots** of different size and dimension.

(8) WHEREAS the Vendor/Promoter later on applied for conversion of the said entire land bearing Khasra / Survey / Gat No. 54/A & 54/B/1, of Mouza – Umargaon for Non Agricultural Use and considering their application the Executive Engineer, of the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) accordingly vide its Letter No. Dated/..../2023, converted the said land for Non Agricultural Use; AND

(9) WHEREAS, the Vendor/Promoter has exclusive rights to sell the Plots of the said Sanctioned Layout known and styled as “SAI NAGRI - 6” in accordance with the Layout Plan that has been sanctioned by the Nagpur Metropolitan Region Development Authority (NMRDA) and to enter into Agreement/s – Sale Deed/s – Conveyance Deed/s with the prospective Purchasers/s of the Plots and to receive the entire sales consideration in respect thereof; AND

(10) WHEREAS, the Vendor/Promoter has registered the project known and styled as “SAI NAGRI - 6” under provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said “Act”) with the Maharashtra Real Estate Regulatory Authority at Mumbai had holds MahaRERA Registration No. _____ and the copy of the same has been Annexed hereto; AND

B] TITLE CERTIFICATE:

The title of the Vendor/Promoter/Developer is duly verified through their Advocate Jayant Hiwase & Associates and has certified that the title of the present Vendor/Promoter/Developer 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 circumstance, the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer 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 - Annexure-“B”.

D] PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying herself/himself as regards the title of the **Vendor/Promoter/Developer** 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.** _____ admeasuring about _____ **Sq. Mtrs.**, 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”**.

E] INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:

The Purchaser/s has/have demanded from the **Vendor / Promoter / Developer** 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 **Vendor/Promoter/Developer** 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 as 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 **Vendor/Promoter/Developer** to the Purchaser, as an advance payment, the payment and receipt of which advance amount the **Vendor/Promoter/Developer** hereby admit and acknowledge. The Purchaser has agreed to pay to the **Vendor/Promoter/Developer**, 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 THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED, RECORDED BY & BETWEEN THE PARTIES HERETO AS UNDER:

1] PURCHASE AND SALE OF THE PLOT:-

1.1 The Purchaser/s has / have agreed to acquire and **Vendor/Promoter/Developer** 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.

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 specification, 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 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 same in the name of "**SAIDHAM BUILDERS AND DEVELOPERS**" or such other name as may be specified from time to time by the Owner/Developer/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 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 there under, 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 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.

4] 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/Plots hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

5] **REPRESENTATIONS AND WARRANTIES OF THE OWNERS / DEVELOPER PROMOTERS:-**

The Owners/Promoters hereby represent and warrants to the Allottee/Purchaser/s as follows: -

- (a) The Owners/Promoters has clear and marketable title with respect to the project land/plot titled “**Sai Nagri-6**” 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 Non-Agricultural permission from the Competent Authority.
- (b) The Owners/Promoters has lawful rights and requisite approvals from the competent authority i.e. Nagpur Metropolitan Region Development Authority, 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. (Not Applicable)
- (d) There are no litigations pending before any Court of law within respect of the project land and/or the Plot agreed to be purchased by the Purchaser/s, except disclosed in title report.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to project land and/or the Plot agreed to be purchased by the Purchaser/s 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 of the project land and/or Plot agreed to be purchased by the Purchaser/s shall be obtained by following the due process of law and the Owners/Promoters has been and shall at all times, remain to be in compliance with all applicable law in relation to the project, project land, Plot agreed to be purchased by the Purchaser/s and common areas.
- (f) The Owners/Promoters has right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (g) The Owners/Promoters has not entered into any agreement for Sale and/or development agreement or any other agreement/ arrangement with any person or party with respect Plot agreed to be purchased by the Purchaser/s, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- (h) The Owners/Promoters confirms that it has not been restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement.

- (i) The Owners/Promoters had 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 outgoing, whatsoever, payable in respect of Plot agreed to be purchased by the Purchaser/s till handing over the possession thereof;
- (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) has been received or served upon the Owners/Promoters in respect of project land and/or Plot agreed to be purchased by the Purchaser/s, except disclosed in title & search report;
- (k) The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra.
- (l) The 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 of 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 understanding, 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 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.

(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 Shri / Smt. _____
(Allottee's Address) _____
Notified Email ID : _____

Promoter Name :- M/s. Saidham Builders And Developers

Office at 1 & 2, Bhawani Chamber, Ajni Chowk, Wardha Road, Nagpur.

Notified Email ID : sainagri18@gmail.com

It shall be duly of the Allottee and the Promoters 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.

(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 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 Nagpur courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

(12) SOCIETY FORMATION:

An association of allottees/purchasers, by whatever name called, will be formed by the promoter/developer/owner within a period of 3 months of the majority of allottees having booked their plot in the project.

(SCHEDULE – “A”)

FIRST SCHEDULE REFERRED TO ABOVE
(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT PIECE AND PARCEL OF LAND bearing Survey/ Khasra /Gut Nos. **54/A**, having an area admeasuring **0.81 Hectares** and Survey/ Khasra /Gut Nos. **54/B/1** having an area admeasuring **1.40 Hectares**, thus total area admeasuring **2.21 Hectares, (OR 22100.00 Sq. Mtrs)** held in Bhogwatdar Class-1 Rights of **MOUZA – UMARGAON, Patwari Halka No. 36**, situated within the limits of Gat

Grampanchayat Umargaon at Village – Umargaon in **Tahsil Nagpur (Rural)** and District **NAGPUR** and bounded as under: -

ON THE EAST : - **By Land of Khasra No. 54/B/2, 54/B/3 & 54/A/1.**
ON THE WEST :- **By Land of Khasra No. 47,48 & 49.**
ON THE NORTH :- **By Land of Khasra No. 54/B/1, 55 & 56.**
ON THE SOUTH :- **24 MTRS WIDE ROAD.**

(SCHEDULE – “B”)

SECOND SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **PLOT No. _____**, containing by admeasuring **_____ Sq. Mtrs., [OR _____ Sq. Ft.]** forming a portion of entire land bearing **Khasra / Survey / Gat No. 54/A & 54/B/1**, of **MOUZA – UMARGAON Patwari Halka No. 36**, in the sanctioned layout known and style as **“SAI NAGRI - 6”** situated within the limits of Gat Grampanchayat Umargaon at Village – Umargaon in **Tahsil Nagpur (Rural)** and District **NAGPUR** and bounded as under: -

ON THE EAST BY --
ON THE WEST BY --
ON THE NORTH BY --
ON THE SOUTH BY --

(SCHEDULE – “C”)

DEVELOPMENT WORKS OF THE PROJECT

- 1) BM + SDBC Tar 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
- 9) Common lay-out fencing with barbet wire & Cement Concrete Poll
- 10) Grey Water Line

(SCHEDULE – “D”)

(PAYMENT SCHEDULE)

Rs. (Rupees) paid by the Purchaser to the Vendor / Promoter by **Cheque No., Dated .../.../2023, Drown On, Branch-**, the receipt whereof is hereby acknowledged by the Vendor / Promoter.

Rs. (Rupees) paid by the Purchaser to the Vendor / Promoter by **Cheque No., Dated .../.../2023, Drown On, Branch-**, the receipt whereof is hereby acknowledged by the Vendor / Promoter.

Rs. (Rupees) agreed to be paid by the Purchaser to the Vendor / Promoter on or before.

Rs./- (RUPEES) Only.
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IN WITNESS WHEREOF THE VENDOR FIRM and the PURCHASER / ALLOTTEE hereinabove named have here to set their respective hands and signed this **AGREEMENT TO SELL at NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

For :- "M/S. SAIDHAM BUILDERS AND DEVELOPERS"

(1) SHRI. SUDHAKAR VITTHALRAO KOHALE,

(2) SHRI. AMOL VISHVANATHRAO WAIRALE

(3) SHRI. SANDEEP PRABHAKARRAO HETE

(Authorized Partners)

VENDORS / PROMOTERS

(SHRI / SMT. _____)
PURCHASER / ALLOTTEE

WITNESSES :-

1) _____

2) _____

LIST OF ANNEXES

- | | | |
|--------------|---|---|
| Annexure “A” | : | Title Certificate. |
| Annexure “B” | : | 7/12 Extract. |
| Annexure “C” | : | Approved Layout Plan. |
| Annexure “D” | : | Authenticate Copy of sanction Letter
Dated 03/04/2023 . |
| Annexure “E” | : | Authenticate Copy of NA Letter (Sanad)
Dated .../.../2023 . |
| Annexure “F” | : | List of common area and amenities to be provided
under these presents. |
| Annexure “F” | : | Registration Certificate of the Project granted by
the Real Estate Regulatory Authority. |

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