

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 NAGPUR, Taluka and District NAGPUR By and Between :

SHRI. MANOHAR S/o SUKHDEO BARHATE, Aged about 67 Years, Occupation – Agriculturist, Income Tax PAN AHLPB7920N, Aadhar Unique Identity No. 975885859485, Cell No. 9969225159, Resident of 175, Kukde Layout, Rameshwari Road, Parvati Nagar, Nagpur-440027, Tahsil and District – NAGPUR acting through is duly Constituted Attorney **M/s. AADITYA INFRA**, a Partnership Firm, having its Office at Block No. 4, Ghatate Building, Panchasheel Square, Nagpur-440010, having Income Tax Permanent Account No. ABXFA1053F and acting through its Authorised Partners **(1) SHRI. AMIT S/o SUKHLAL JAISWAL**, Aged about 46 Years, Occupation – Business, Aadhar Unique Identity No. 7772 1471 1891, Cell No. 9370259082, Resident of Plot No. 39, Gopal Nagar, Nagpur-440022, Tahsil and District – NAGPUR, **(2) SHRI. ALANKAR S/o VIJAY JAISWAL**, Aged about 42 Years, Occupation – Business, Aadhar Unique Identity No. 9712 5007 0986, Cell No. 9822573966, Resident of ‘Vandan’, Sankat Mochan Road, Samarthawadi, Yavatmal-445001, Tahsil and District – YAVATMAL, **(3) MRS. PRAGYA KUMAR**, Aged 48 Years, Occupation – Agriculturist & Business, Aadhar Unique Identity No. 6550 7653 1141, Resident of Flat No. 6A, 8, Ballygunge Park Road, Arihant Gardens, Ballygunge, Kolkata, WEST BENGAL-700019 AND **(4) SHRI. SOUMYA PRIYADARSHI**, Aged 28 Years, Occupation – Agriculturist & Business, Aadhar Unique Identity No.511375324477, Resident of Flat No. 6A, 8, Ballygunge Park Road, Arihant Gardens, Ballygunge, Kolkata, WEST BENGAL-700019, Hereinafter referred to as the “VENDOR/OWNER” (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.

AND

M/s. AADITYA INFRA, a Partnership Firm, having its Office at Block No. 4, Ghatate Building, Panchasheel Square, Nagpur-440010, having Income Tax Permanent Account No. ABXFA1053F and acting through its Authorised Partners

(1) SHRI. AMIT S/o SUKHLAL JAISWAL, Aged about 46 Years, Occupation – Business, Aadhar Unique Identity No. 7772 1471 1891, Cell No. 9370259082, Resident of Plot No. 39, Gopal Nagar, Nagpur-440022, Tahsil and District – NAGPUR,

(2) SHRI. ALANKAR S/o VIJAY JAISWAL, Aged about 42 Years, Occupation – Business, Aadhar Unique Identity No. 9712 5007 0986, Cell No. 9822573966, Resident of 'Vandan', Sankat Mochan Road, Samarthawadi, Yavatmal-445001, Tahsil and District – YAVATMAL,

(3) MRS. PRAGYA KUMAR, Aged 49 Years, Occupation – Agriculturist & Business, Aadhar Unique Identity No. 6550 7653 1141, Resident of Flat No. 6A, 8, Ballygunge Park Road, Arihant Gardens, Ballygunge, Kolkata, WEST BENGAL-700019 AND

(4) SHRI. SOUMYA PRIYADARSHI, Aged 29 Years, Occupation – Agriculturist & Business, Aadhar Unique Identity No.511375324477, Resident of Flat No. 6A, 8, Ballygunge Park Road, Arihant Gardens, Ballygunge, Kolkata, WEST BENGAL-700019

Hereinafter referred to as the "DEVELOPER/PROMOTER" (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

A. DESCRIPTION OF THE LAND & PROPERTY:-

WHEREAS 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. 87/1 of MOUZA – PANJRI (BU.), P.S.K. 42**, having an area of **1.05 Hectares**, (out of which 10,476.64 Sq. Mtrs. available project land at site), held in Occupancy Class - 1 Rights, Khate No. 197 and

including all other easementary rights appurtenant and belonging thereto, situate at Village – Panjri Farm, in Tahsil – Nagpur (Rural) and District – NAGPUR; AND

WHEREAS the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra / Gut No. (Old) 53 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 12.57 Acres (i.e. 5.09 Hectares), Rental Rs. 15.40 Yearly, held in Occupancy Class - 2 Rights (Bhumidhari), Khate No. 70 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses, Well and all other easementary rights appurtenant and belonging thereto, situate at Village – Panjri (Bu.), in Tahsil – Nagpur (Rural) and District – NAGPUR, originally belonged to Shri. Raoji Jairam Barahate, as a recorded Owner thereof as per Record of Rights of 1954-55; AND

WHEREAS the aforesaid Shri. Raoji Jairam Barahate left for heavenly abode in the Year 1974 and consequent upon his demise his aforesaid property devolved upon his legal heirs namely (i) Shri. Namdeo Raoji Barahate, (ii) Shri. Charandas Raoji Barahate, (iii) Shri. Sukhdeo Raoji Barahate, (iv) Shri. Ramkrushna Raoji Barahate, (v) Shri. Prakash Kartik Barahate & (vi) Smt. Kisnabai Kartik Barahate, jointly by way of intestate succession being the only heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 56 dated 24-06-1975; AND

WHEREAS the aforesaid Shri. Namdeo Raoji Barahate left for heavenly abode on 01-05-1976 and consequent upon his demise his undivided share in the aforesaid property devolved upon his widow namely Smt. Saraswati Namdeo Barahate, three sons namely (i) Shri. Jagdish Namdeo Barahate, (ii) Shri. Krishna Namdeo Barahate & (iii) Shri. Arvind Namdeo Barahate jointly by way of intestate succession being the only heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 131 dated 03-12-1976; AND

WHEREAS during the course of time Resurvey of the said Mouza – Panjri (Bu.) was conducted and the aforesaid land bearing Survey / Khasra / Gut No. (Old) 53 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 12.57 Acres (i.e. 5.09 Hectares), Rental Rs. 15.40 Yearly, held in Occupancy Class - 2 Rights (Bhumidhari), Khate No. 70 is now identified as Survey / Khasra / Gut No. 96 then 87 (new) of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 5.39 Hectares, Rental Rs. 16.14 Yearly, held in Occupancy Class - 2 Rights (Bhumidhari), Khate No. 32; AND

WHEREAS the aforesaid Shri. Sukhdeo Raoji Barahate left for heavenly abode on 25-04-1989 and consequent upon his demise his undivided share in the aforesaid property bearing Survey/Khasra/Gut No. 87 having total area of 5.39

Hectares devolved upon his widow namely Smt. Ahilyabai Sukhdeo Barahate, two sons namely (i) Shri. Manohar Sukhdeo Barahate & (ii) Shri. Bandu Sukhdeo Barahate and three daughters namely (i) Ku. Manda Sukhdeo Barahate, (ii) Mrs. Sharda Chahande & (iii) Mrs. Malabai Ramesh Moon jointly by way of intestate succession being the only heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 268 dated 14-05-1996; AND

WHEREAS the aforesaid the then recorded Co-Owners namely (1-a) Smt. Saraswati Namdeo Barahate, (1-b) Shri. Jagdish Namdeo Barahate, (1-c) Shri. Krishna Namdeo Barahate, (1-d) Shri. Arvind Namdeo Barahate, (2) Shri. Charandas Raoji Barahate, (3-a) Smt. Ahilyabai Sukhdeo Barahate, (3-b) Shri. Manohar Sukhdeo Barahate, (3-c) Shri. Bandu Sukhdeo Barahate, (3-d) Ku. Manda Sukhdeo Barahate, (3-e) Mrs. Sharda Chahande, (3-f) Mrs. Malabai Ramesh Moon, (4) Shri. Ramkrushna Raoji Barahate, (5-a) Shri. Prakash Kartik Barahate and (5-b) Smt. Kisnabai Kartik Barahate later on partition their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra / Gut No. 87 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 5.39 Hectares, Rental Rs. 16.14 Yearly, held in Occupancy Class - 2 Rights (Bhumidhari), Khate No. 32 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 – Panjri (Bu.), in Tahsil – Nagpur (Rural) and District – NAGPUR in between them by executing a Deed of Partition dated 09-06-1989. In terms of the said Partition Deed dated 09-06-1989, the land admeasuring 1.05 Hectares being a portion of the entire land bearing Survey/Khasra/Gut No. 87 having total area of 5.39 Hectares, Rental Rs. 16.14 Yearly fallen to the exclusive share of Smt. Saraswati Namdeo Barahate, Shri. Jagdish Namdeo Barahate, Shri. Krishna Namdeo Barahate, Shri. Arvind Namdeo Barahate, Mrs. Antakala Satyanarayan Jadhav & Ku. Mina Namdeo Barahate, the Party No. 1 called therein absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey / Khasra / Gut No. 87/1 having an area of 1.05 Hectares, Rental Rs. 3.15 Yearly and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 269 dated 14-05-1996; AND

WHEREAS in terms of the said Partition Deed dated 09-06-1989, the land admeasuring 1.20 Hectares being a portion of the entire land bearing Survey/Khasra/Gut No. 87 having total area of 5.39 Hectares, Rental Rs. 16.14 Yearly fallen to the exclusive share of Shri. Charandas Raoji Barahate, the Party No. 2 called therein absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey / Khasra / Gut No. 87/2, having an area of 1.20 Hectares, Rental Rs. 3.60 Yearly and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 269 dated 14-05-1996; AND

WHEREAS in the like manner as per said Partition Deed dated 09-06-1989, the land admeasuring 1.05 Hectares being a portion of the entire land bearing Survey/Khasra/Gut No. 87 having total area of 5.39 Hectares, Rental Rs. 16.14 Yearly fallen to the exclusive share of Smt. Kisnabai Kartik Barahate, Shri. Chhatrapati Kartik Barahate, Shri. Prakash Kartik Barahate, Shri. Vilas Kartik Barahate, Shri. Arun Kartik Barahate, Ku. Chhaya Kartik Barahate and Mrs. Maya Sontakke jointly the Party No. 3 called therein absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey / Khasra / Gut No. 87/3 having an area of 1.05 Hectares, Rental Rs. 3.15 Yearly and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 269 dated 14-05-1996; AND

WHEREAS in terms of the said Partition Deed dated 09-06-1989, the land admeasuring 1.04 Hectares being a portion of the entire land bearing Survey/Khasra/Gut No. 87 having total area of 5.39 Hectares, Rental Rs. 16.14 Yearly fallen to the exclusive share of Smt. Ahilyabai Sukhdeo Barahate, Shri. Manohar Sukhdeo Barahate, Shri. Bandu Sukhdeo Barahate, Ku. Manda Sukhdeo Barahatek, Mrs. Sharda Chahande and Mrs. Malabai Ramesh Moon jointly the Party No. 4 called therein absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey / Khasra / Gut No. 87/4 having an area of 1.04 Hectares and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 269 dated 14-05-1996; AND

WHEREAS in the like manner as per said Partition Deed dated 09-06-1989, the land admeasuring 1.05 Hectares being a portion of the entire land bearing Survey/Khasra/Gut No. 87 having total area of 5.39 Hectares, Rental Rs. 16.14 Yearly fallen to the exclusive share of Shri. Ramkrushna Raoji Barahate, absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey / Khasra / Gut No. 87/5 having an area of 1.05 Hectares, Rental Rs. 3.15 Yearly and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 269 dated 14-05-1996; AND

WHEREAS the aforesaid Co-owners namely Smt. Saraswati Namdeo Barahate, Shri. Jagdish Namdeo Barahate, Shri. Krishna Namdeo Barahate, Shri. Arvind Namdeo Barahate, Mrs. Antakala Satyanarayan Jadhav & Ku. Mina Namdeo Barahate jointly later on transferred/sold a portion of land out their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural bearing Survey / Khasra / Gut No. 87/1 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 1.05 Hectares, Rental Rs. 3.15 Yearly, held in Occupancy Class - 2 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Panjri (Bu.), in Tahsil – Nagpur (Rural) and District – NAGPUR, by way Sale to Shri.

Manohar Sukhdeo Barahate, the Vendor/Owner named hereinabove, by a Sale Deed Dated 24-12-1990, which is duly registered at the Office of the Joint Sub Registrar, Nagpur-Rural in Addl. Book No. 1, Volume No. 12 on Pages 244 to 247 at Serial No. 362(P) on even date and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 271 dated 14-05-1996; AND

WHEREAS as a result therefore the aforesaid Shri. Manohar Sukhdeo Barahate, the Vendor/Owner named hereinabove has now an exclusive, absolute and full Owner of the property bearing Survey / Khasra / Gut No. 87/1 having an area of 1.05 Hectares with heritable transferable rights therein and the same is accordingly recorded in the Revenue Records; AND

WHEREAS during the course of time aforesaid land bearing Survey / Khasra / Gut No. 87/1 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 1.05 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 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 667 dated 23-08-2005; AND

WHEREAS the aforesaid Shri. Manohar Sukhdeo Barahate, the Owner named hereinabove later on decided to develop his aforesaid property bearing Survey / Khasra / Gut No. 87/1 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 1.05 Hectares, into RESIDENTIAL LAYOUT by carving out various Plots of different sizes therein; AND

WHEREAS by an Agreement of Development Dated 30-03-2022, he has entrusted the entire work of development to M/s. Aaditya Infra upon the several terms and conditions contained therein. The said Agreement of Development Dated 30-03-2022 executed on Rs. 100/- Stamp paper and thus the same is adjudicated by the Joint District Registrar, Nagpur (City) under Section 32(1)(b) of the Maharashtra Stamp Act, 1958 in Adj. Case No. 09/2022 dated 15-03-2022 and thereby declared Market value of said land is Rs. 3,40,71,500/- and Full Stamp Duty of Rs. 17,03,575/- which is paid vide Challan No. MH014659757202122E dated 15-03-2022; AND

WHEREAS the aforesaid Agreement of Development could not be registered within the stipulated time period. Thus the aforesaid Owner namely Shri. Manohar Sukhdeo Barahate later on executed a Confirmation Deed to said Agreement of Development on 14-07-2023. The said Deed of Confirmation is further adjudicated by the Joint District Registrar, Nagpur (City) under Section 32 (1)(b) of the Maharashtra Stamp Act, 1958 in Adj. Case No. 76/2023 and thereby declared Market value of said the land is Rs. 5,21,55,500/- and recovered deficit stamp duty of Rs. 9,04,200/- vide its Challen No. MH002165356202324E dated 22.05.2023. The said Deed of Confirmation is duly registered in the Office of the Joint Sub Registrar, Nagpur-Rural-10 in Book No. 1 at

Serial No. NGN-R-10/2023 on even date; AND

WHEREAS for cogent reason for completion of the said contract in all respect the aforesaid Shri. Manohar Sukhdeo Barahate has executed a General Power of Attorney on 14-07-2023 in respect of the aforesaid property and there by empowered M/s. Aaditya Infra to deal with various acts and deeds under the said contract of Development and Sale and the said General Power of Attorney Dated 14-07-2023 is duly registered at the Office of the Joint Sub-Registrar, Nagpur-Rural-1- in Book No. 1 at Serial No. NGN-R-10/5217/2023 on even date; AND

WHEREAS the layout plan carved out on the aforesaid land bearing Survey No. 87/1 having an area of 1.05 Hectares, out of which the land admeasuring 1.0476 Hectare (i.e. 10476.64 Sq. Mtrs.) is tentatively sanctioned by the Hon'ble Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority on 19-04-2023. In pursuance of the said order, the said layout is tentatively sanctioned and approved and recommended for the Demarcation purpose by the Executive Engineer-1, Nagpur Metropolitan Region Development Authority vide its letter No. Ex. Eng/NMRDA/8318 Dated 27-04-2023; AND

WHEREAS 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 of the Tahsildar, Nagpur (Rural) Passed in Revenue Case No. 206/NAP-34/2022-2023 dated 19-07-2023 has levied Non Agricultural Cess/Tax on land bearing Survey No. 87/1 containing by total admeasurements 10500 Sq. Mtrs. of land (out of which 10,476.64 Sq. Mtrs. available project land at site); 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. AADITYA INFRA" 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, charges for common service if any.

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 due 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. 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 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: _____

Developer / Promoter Name : **M/s. AADITYA INFRA,**
acting through its Authorised Partners

(1) Shri. Amit Sukhlal Jaiswal,

(2) Shri. Alankar Vijay Jaiswal,

(3) Mrs. Pragya Kumar and

(4) Shri. Soumya Priyadarshi

Having Office Address at Block No. 4, Ghatate Building, Panchasheel Square, Nagpur-440010

(Promoter Address)

Notified Email ID : aadityainfrastructure@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 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.

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

Important 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. 87/1 of MOUZA – PANJRI (BU.), P.S.K. 42, having an area of 1.05 Hectares(out of which 10,476.64 Sq. Mtrs. available project land at site), held in Occupancy Class - 1 Rights, Khate No. 197 and including all other easementary rights appurtenant and belonging thereto, situate at Village – Panjri Farm, in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under –

ON THE EAST - BY SURVEY NO. 87/3,
ON THE WEST - BY SURVEY NOS. 74 & 75,
ON THE NORTH - BY SURVEY NO. 86,
ON THE SOUTH - BY SURVEY NOS. 87/2 & 87/4.

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 “_____”, 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) Storm 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)

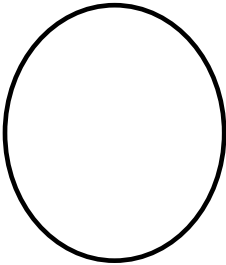
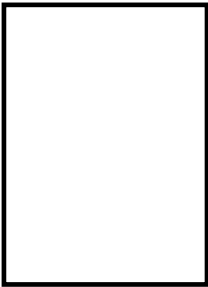
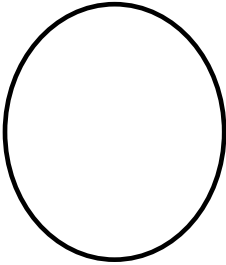
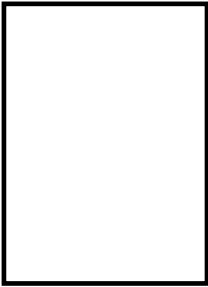
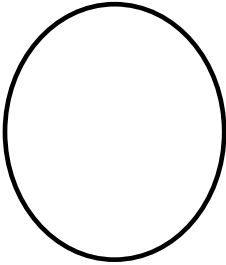
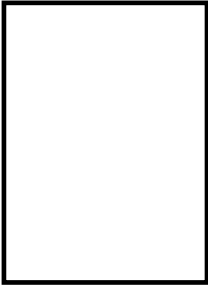
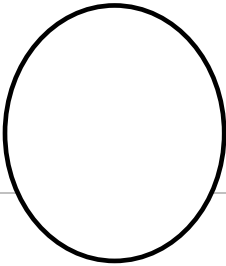
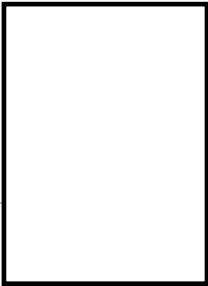
Rs. =00 (Rupees _____) Only paid by the Purchaser to the Vendor/Developer/Promoter as Earnest Money by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Developer/Promoter.

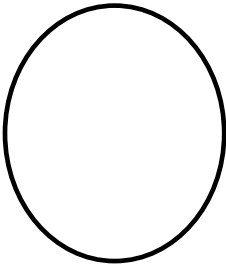
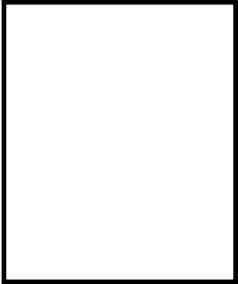
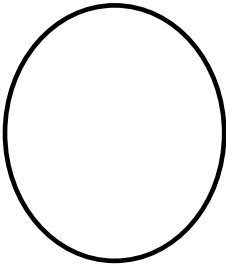
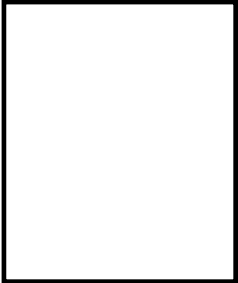
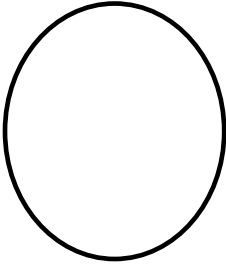
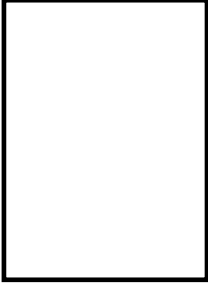
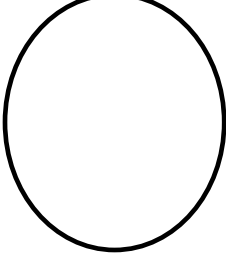
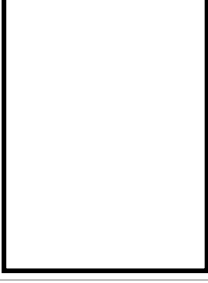
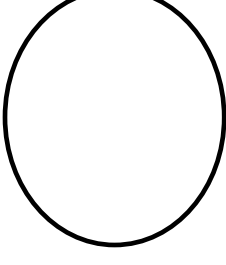
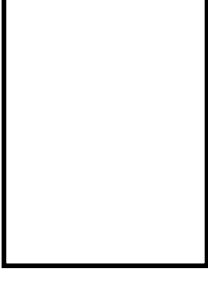
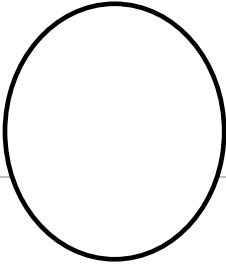
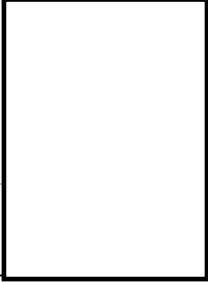
Rs. =00 (Rupees _____) Only paid by the Purchaser to the Vendor/Developer/Promoter by Cheque No. _____ dated _____ drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Developer/Promoter.

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 NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) (AMIT SUKHLAL JAISWAL)
02			2) (ALANKAR VIJAY JAISWAL)
03			3) (MRS. PRAGYA KUMAR)
04			4) (SOUMYA PRIYADARSHI)

			Authorised Partners of M/s. AADITYA INFRA As duly Constituted Attorney for SHRI. MANOHAR SUKHDEO BARHATE <u>VENDOR/OWNER</u>
05			1) (_____)
06			 (_____) <u>ALLOTTEE/PURCHASER</u>
07			1) (AMIT SUKHLAL JAISWAL)
08			2) (ALANKAR VIJAY JAISWAL)
09			3) (MRS. PRAGYA KUMAR)
10			4)

			(SOUMYA PRIYADARSHI) Authorised Partners <u>DEVELOPER/PROMOTER</u>
<i>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.</i>			
<u>WITNESSES :-</u>			
(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.