AGREEMENT

This Agreement is made & executed at Nagpur on ……. day of October 2023 at Nagpur **BY AND BETWEEN:**

"ASKA REAL ESTATE PRIVATE LIMITED" (Pan No. AAECA7304E), a Company incorporated and registered under the Companies Act, 1956, having its Incorporation No.U70109MH2004PTC146481, and its Office at: New Rajinder Nagar, Shankar Road, New Delhi, acting though and represented by its Authorised Signatory _____ _____ _____ , Aged About: ___ Years, Occupation: _____, R/O: _____ _____, E-mail Id: _____, Phone No.: _____, hereinafter referred to and called as the "VENDOR", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "VENDOR", as well as its respective legal representatives, executors, administrators, successors-in-interest and assigns of the ONE PART.

--AND---

SHRI / SMT …….., Aged about ……. years, Occ - ……., R/o. ……., Nagpur – 4400……., [PAN NO …….], [AADHAR NO ……..]; hereinafter referred to as, **"PURCHASERS / ALLOTTEE/S"** or **PARTY OF SECOND PART;** (which expression shall always mean and include the allottee himself / herself / themselves, his / her/ their heirs, legal representatives, successors, agents, etc., and all other person/s acting through him / her / them),

A) DESCRIPTION OF THE LAND & PROPERTY

ALL THAT piece and parcel of land admeasuring 1.59 Hector (or 3.92 Acres), bearing khasra No. 259/1, having a Land Revenue of Rs. 4.12 Paise, P.S.K No. 42, Mouza: Jamtha, Tehsil and District: Nagpur (Grameen), including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto (hereinafter referred to and called as "said property" or "said land" or "project land"" for the sake of brevity, and more particularly described in the "Schedule-A" herein).

B) HISTORY / TITLE CHAIN OF THE LAND & PROPERTY

WHEREAS the Vendor is the owner and in possession of the property comprising of **ALL THAT** piece and parcel of land admeasuring 1.59 Hector (or 3.92 Acres), bearing khasra No. 259/1, having a Land Revenue of Rs. 4.12 Paise, P.S.K No. 42, Mouza: Jamtha, Tehsil and District: Nagpur (Grameen), including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto (hereinafter referred to and called as "said property" or "said land" or "project land"" for the sake of brevity, and more particularly described in the "Schedule-A" herein).

AND WHEREAS originally Smt. Surekha W/O Shri. Mahadeo Dahake alongwith other Confirming Parties transferred an area admeasuring 4.68 Hectors (or 11.56 Acres), bearing khasra No. 259, having a Land Revenue of Rs.4.12 Paise, P.S.K No. 42, Mouza: Jamtha, Tehsil and District: Nagpur (Grameen) (hereinafter referred to and called as "said Khasra No. 259" for the sake of brevity) to M/S Neerja Realtors Private Limited, a Company Incorporated under the Companies Act, 1956, bearing Incorporation No. U45200MH2005PTC15139 dated 17.02.2005. That Smt. Surekha W/O Shri. Mahadeo Dahake acquired the right, title, share and interest in the said Khasra No. 259 vide Sale Deed dated 26.10.2005 registered before the office of the Joint Sub-Registrar, Nagpur (Grameen) at serial no. 6392-2005, whereby, Shri. Gulab Ganapati Dahake transferred the said Khasra No. 259 in favour of Smt. Surekha W/O Shri. Mahadeo Dahake.

AND WHEREAS Shri. Gulab Ganapati Dahake originally owned and possessed an area admeasuring 6.27 Hectors (or 15.50 Acres), as mentioned in the old 7/12, which states, that Shri. Gulab Ganapati Dahake was the owner of Khasra No. 146/2 area admeasuring 6.27 Hectors (or 15.50 Acres). However, during change of Khasra No. 146/2 to the allocated new no. i.e. Khasra No. 259, inadvertently the area in new allocated Khasra No. 259 came to be mentioned as 4.68 Hectors (or 11.56 Acres). As a consequence, an

application was filed dated 18.11.2011 to re-claim remaining area i.e. 1.59 Hector (or 3.92 Acres) before the Sub-Divisional Officer, Nagpur. The Sub-Divisional Officer, Nagpur, after due verification passed order 13.06.2012, whereby, the area in Khasra No. 259 was increased by 1.59 Hectors (or 3.92 Acres).

AND WHEREAS later the Deputy Superintendent of Land Records, Nagpur (Grameen) sent Letter dated 23.05.2013 to Tahsildar Nagpur (Grameen) that correction in village Map was directed to done in Khasra No. 259, for preparing Village map dividing Khasra No. 259 into two parts i.e. Khasra No. 259/1 and Khasra No. 259/2, and for preparing Form Nos. 11 and 12, wherein, Khasra No. 259/1, area admeasuring 1.59 Hectors will be under the ownership of "Mahadeo Gulabrao Dahake", and Khasra No. 259/2, area admeasuring 4.68 Hectors under the ownership of "M/S Neerja Realtors Private Limited".

AND WHEREAS in terms of the aforesaid the names of the legal heirs of Late Shri. Gulab Ganapati Dahake namely: (a) Mahadeo Gulabrao Dahake, (b) Anusaya Gulab Dahake and (c) Vatchalabai Gulab Dahake (hereinafter referred to and called as "original owners of the said property" for the sake of brevity), were recorded in the 7/12 extract (Khasra No. 259/1) as owner thereof over an area admeasuring 1.59 Hectors (or 3.92 Acres).

AND WHEREAS the original owners of the said property as mentioned aforesaid being owner and in possession of the said property transferred/sold the said property for a valuable consideration to the Vendor named above vide Sale Deed dated 24.10.2013 registered before the office of the Joint Sub-Registrar Class-2, Nagpur Rural No. 10 at serial no. 12147-2013. Thus, the Vendor named-above became the owner of the said property, and lateron mutated its name in the relevant records including 7/12 extract as owner thereof. However, before registration of the Sale Deed dated 24.10.2013 the Vendor filed Application before the Hon'ble Sub-Divisional Officer Nagpur (Grameen), for grant of permission to purchase the said property from the original owners of the said property, and grant of no objection under Section 89 of the Bombay Tenancy and Agriculture land (Vidarbha Region) Act, 1958. In this regard, the Hon'ble Sub Divisional Office issued Notice dated 27.08.2013. Thereafter, the Hon'ble Sub Divisional passed order dated 03.10.2013 in case no. R.M. No. 2/59-23/2013-14, granting it's no objection in favour of the Company to purchase the said land from original owners of the said property area admeasuring 1.59 Hectors for non-agriculture purposes, as mentioned in greater detail in order dated 03.10.2013.

AND WHEREAS the Vendor being desirous to convert use of the said property from Agriculture to Non-Agriculture purpose. Therefore, the Vendor approached the office of the Tashildar, Nagpur, for use of said land for Non-Agriculture purposes. The Hon'ble Tashildar, Nagpur, allowed the use of said land for Non-Agriculture purposes as per Section 42A of the Maharashtra Land Revenue Code, 1966, vide its Order dated 24.07.2023.

AND WHEREAS for the purpose of development of the said property the Vendor entered into a Development Agreement with the Nagpur Metropolitan Region Development Authority, Nagpur, dated _____ upon several terms and conditions contained therein, and in terms of the Agreement for Development dated _____ the Executive Engineer of the NMRDA Nagpur, has finally approved the Layout Plan of the said land vide its Letter No. _____ dated _____.

C) TITLE CERTIFICATE :

WHEREAS, the title of the owner / promoter/ developer is duly verified through its/ their advocate Advocate Rohit Chougule and vide his report dated _____he 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 .....

D) EXCLUSIVE RIGHT TO SELL AND DEVELOP :

WHEREAS, 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 purchaser/s 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 .....

WHEREAS, the Owner / Promoter / Developer has accordingly commenced development work thereon in accordance with the said proposed plans, AND;

E) PURCHSER AGREES TO ACQUIRE :

The Purchaser/s, after satisfying himself / herself / themselves as regards the title of the Owner / Developer / Promoter to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure..... 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 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., or ……. Sq. Fts., 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 SCHEDULED hereunder written and marked in Red on the Plan Schedule ‘B'.

F) 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, the approved layouts map/s, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

G) INDEPENDENT VERIFICATION OF TITLE BY PURCHASER :

That, 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.

H) CONSIDERATION :

That, after being satisfied with the Title as above, the Purchaser/s / Allottee herein made an offer to the Owner / Developer / 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/s agreed to be sold by the Owner / Developer / Promoter to the Purchaser/s / Allottee, as an advance payment, the payment and receipt of which advance amount the Owner / Developer / Promoter

hereby admit and acknowledge. The Purchaser/s / Allottee 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 E hereunder written, and which payment is deemed to be the essence of these presents.

NOW THESE PRESENTS WITNESSETH AHD IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

1) PURCHASE AND SALE OF THE PLOT :

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/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;

The said Plot/s 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 ....., hereunder written.

2) CONSIDERATION :

1.1. Lump Sum Consideration And Exclusions :

That, 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/s shall make the payment of the same in the name of " ……." or such other name as may be specified from time to time by the Owner / Developer / Purchaser/s 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.

1.2. TIME PERIOD FOR POSSESSION :

That, 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 [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.

1.3. DELAY IN HANDING OVER POSSESSION BY OWHER / DEVELOPER / PROMOTER / CONSENTING PARTY:

That, 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 rats 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 :

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

4) FORMATION OF FINAL BODY OF PURCHASERS:

That, the Owner / Developer / Promoter shall on execution of registered agreement for sale by 51% purchasers / allottee/ies form within the period of 3 months from handing over possession of the last unsold Plot/s to the concerned Purchaser/s, in of the said Complex, shall form 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 lit by the Owners / Promoters and Owner / Developer / Promoter of which all the purchasers of Plot/s shall be bound to become and be admitted as members.

5) RIGHT TO DEMAND SUB-DIVISION :

That, the Purchaser/s of the Plot / Plots agreed to be sold hereunder and all the other purchaser/s of Plot/s in the said Land shall not have any right to make sub-division of the Plot/s and always subject to the applicable rules, regulations and bye-laws.

The Purchaser/s shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/s hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6) UNSOLD PLOTS :

That, 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 Purchaser/s of such plots without charging any premium, transfer fees, or any other extra payment.

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

The Owner / Developer / Promoter hereby represents and warrants to the Allottee/ies / Purchaser/s as follows :—

a) The Owner / Developer / Promoter has clear and marketable title with respect to the project land/Plot as declared in the title report annexed to this agreement and has the requisite right 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 Owner / Developer / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

c) There are no encumbrances upon the project land or the Project as disclosed in the title report.

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory order for transfer at the plot/s.

e) That, all approvals / licenses / 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 / permits to be issued by the competent authorities with respect to the Project / Project land and shall be obtained by following due process of law and the Owner / Developer / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project / Project land and common areas.

f) That, the Owner / Developer / 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/ies / Purchaser/s created herein, may prejudicially be affected.

g) That, the Owner / Developer / 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 /ies / Purchaser/s under this Agreement.

h) That, the Owner / Developer / Promoter confirms that the Owner / Developer / Promoter is not restricted in any manner whatsoever from selling the said Plot/s to the Allottee/ies / Purchaser/s in the manner contemplated in this Agreement.

i) That, the Owner / Developer / Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authority / ies.

j) That, till date 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 Owner / Developer / Promoter in respect of the project land and/or the Project.

k) That, the Owner / Developer / Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra.

l) That, the title of land as a part of real estate project.

8) <u>PAYMENT OF STAMP DUTY / REGISTRATIOH FEES / EXPENSES :</u>

That, it Is hereby expressly agreed that the Purchaser/s / Allottee / ies shall bear the Stamp Duty and Registration Charges payable on the 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 which may be executed by the Owner / Developer / Promoter or Consenting Party in favour of the Association / condominium / society of all Plot/s purchaser/s / allottee / ies in the said project.

9) ENTIRE AGREEMENT :

That, 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/s, as the case may be.

10) FURTHER ASSURANCES :

That, both Parties agree that they shah 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/ies / Purchaser/s and the Owner / Developer / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ies / Purchaser/s or the Owner / Developer / Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/ies / Purchaser/s

……

……..

Address of Allottee/ies / Purchaser/s

……

……..

Notified Email ID : ....

Name of Owner / Developer / Promoter

_____

Address : _____.

Notified Emall ID : .....

It shall be the duty of the Allottee/ies / Purchaser/s and the Owner / Developer / 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 Owner / Developer / Promoter or the Allottee/ies / Purchaser/s, as the case may be.

12) DISPUTE RESOLUTION :

That, 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 rights 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 Court of Law at Nagpur Court within whose local limits the property is situated will have the jurisdiction of this Agreement.

14) OTHER AGREED TERMS & CONDITIONS BETWEEN PARTIES HERETO :

a) That, it is specifically agreed by Vendor / Party No. 1 that sale deed in respect of the said immovable proeprty shall be executed and registered in favour of the Purchaser/s Allottee/s or any other person or nominee as suggested/directed by the Purchaser/s Allottee/s of this agreement.

b) That, it is specifically agreed to and understood by the parties herein that the immovable proeprty agreed to be sold/purchased shall be taken to be correctly described and incase, any mis-statement, error or omission is found or detected, the same shall not annul this agreement but all such mis-statement, error or omission shall always be subject to correction by the parties.

c) That, as already mentioned, the Owner / Promoter / Developer herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase the said Plot No. …….. from the Owner / Promoter / Developer more specifically described herein below for the mutually agreed lump sum consideration of Rs. ……. (Rupees ……) and the Purchaser/s shall make the payment of the same in the name of …….. or such other name as may be specified from time to time by the Owner / Promoter / Developer and the said consideration amount is excluding expenses for Stamp Duty, GST, Registration Fees, Other Taxes, expenses, etc., and also all other outgoings as mentioned herein below which will be paid by the Purchaser/s / Allotte/s separately as agreed and specified.

d) That, the Possession of the said Plot agreed to be purchased by the Purchaser/s / Allotte/s shall be handed over to the Purchaser/s / Allotte/s by the Owner / Promoter / Developer on receipt of the entire balance consideration amount of Rs. …….. (as already herein above specified) and other charges as agreed. The Purchaser/s / Allotte/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed.

e) That, the total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Owner / Promoter / Developer undertakes and agrees that while raising a demand on the Purchaser/s / Allotte/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Promoter / Developer shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s / Allotte/s,

which shall only be applicable on subsequent payments.

f) That, as has already specified herein above that before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the layout plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, and Specifications including area specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said layout scheme and facilities to be provided in the said layout scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.

g) That, 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 provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

[SCHEDULE – A]

DESCRIPTION OF ENTIRE PROPERTY

ALL THAT piece and parcel of land admeasuring 1.59 Hector (or 3.92 Acres), bearing khasra No. 259/1, having a Land Revenue of Rs. 4.12 Paise, P.S.K No. 42, Mouza: Jamtha, Tehsil and District: Nagpur (Grameen), including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto and bounded as under:

East :

West :

North :

South :

DESCRIPTION OF PROPERTY HEREBY AGREED TO SELL

ALL THAT PIECE & PARCEL OF LAND BEARING PLOT NO. …… , admeasuring ……. Sq. Mtrs., or ……. Sq. Fts., being part & portion of entire land bearing **SURVEY / KH. NO. ____ ,** admeasuring about _____H. R. or _____ Sq. Mtrs., Land Revenue Assessment Rs. 2.02 per year & **KH. NO. _____** admeasuring about_____H. R., or _____ Sq. Mtrs., Land Revenue Assessment Rs. _____ per year, thus in **total area admeasuring** ____**H.R.,** or 18400 Sq. Mtrs., with

Occupant Class I, Bhumiswami Rights, comprising of **P.H. No._____** of **MOUZA –_____**, situated within the limits _____, Tah. _____, Dist._____, & which is / are also within the limits of _____, Tah. _____ & Dist._____, and the same is bounded as under :

East :
West :
North :
South :

IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this Agreement to Sell by agreeing & understanding the contents herein mentioned out of their free will & consent without any pressure, undue influence at Nagpur on this ..... day of Sep. 2022 in the presence of the attesting witnesses signing as such.

Drafted by _____
[M. No._____]
as per the instructions & documents provided by the parties to this deed.

WITNESS :

_____
PROMOTERS NAME

_____