AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

READY RECKONER VALUE RS. ONLY

THIS AGREEMENT TO SELL is made and executed at _____ on this..... Day of **..... 2023** BY AND BETWEEN:

GANESH JAGANJI PARDHI in his individual Capacity as well as Proprietor of ARIK BUILDERS AND DEVELOPERS (PAN: ACFPP9433K) & AADHAR UID 6506 1310 5602, Mobile No. 9561322850, having registered office at **Plot No. 207, Block No. 6, Ground Floor, Hani Lisa Apartment, Lakadganj layout, Near Chapru Nagar Square, Nagpur – 440008**.

HEREINAFTER the persons named above is called or referred as **'the Promoter' or 'Land Owner'**(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Promoter in his individual as well as proprietary capacity as well as his successors, legal heirs, executors, administrators, the successors-in-business and or in-title, assignees, and / or administrators as the case may be) .....THE PARTY OF THE FIRST PART.

AND

SHRI _____**,** Aged about _____ years, Occupation – Service / Business, (PAN _____, UID _____), Resident of _____, here-in-after known and referred to as the "**ALLOTTEE/PURCHASER/S**" which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "**ALLOTTEE/ PURCHASER/S**" as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the **OTHER PART.**

A. DESCRIPTION OF THE LAND & PROPERTY:-

THAT, the 'THE PROMOTER' / 'LAND OWNER' is absolute owner in possession of ALL THAT Piece and parcel of non-Agricultural land bearing Survey / Khasra No. 45/A of MOUZA – BAHADURA, having an area of 3.25 Hectares, i.e. about 32500 Sq. Mt., Land Revenue Rs. 14.15 yearly, with Occupant Class I Bhumiswami Rights, situated at MAUZA – BAHADURA P.H. No. 35 in Tahsil Nagpur Gramin and District – NAGPUR (Herein after in these presents referred to as 'Said Land').

(i) THAT, originally the said land bearing Kh. No. 45/A, admeasuring about 3.25 hectares was owned by Shri Jagan Chindhuji Pardhi as his inherited land.

(ii) THAT, Shri Jagan Chindhuji Pardhi sold the said land to his son Shri Ganesh Jaganji Pardhi by registered Sale Deed Dt. 12/12/2001 registered with Sub registrar Nagpur Gramin registered in Book No. 1 at Sr. No. 4522 and name of Shri Ganesh Pardhi is mutated as the owner of the said land bearing Kh. No. 45/A vide Ferfar bearing No. 310 dtd 06/06/2002. As a result therefore the said **'THE PROMOTER' / 'LAND OWNER'** has become Owner of the aforesaid Land comprising ALL THAT Piece and parcel of non-Agricultural land bearing Survey / Khasra No. 45/A of MOUZA – BAHADURA, P.H. No 35, having an area of 3.25 Hectares, i.e. about 32500 Sq. Mt., Rental Rs. 14.15 Yearly, with Occupant Class I Bhumiswami Rights, situated at MAUZA – BAHADURA P.H. No. 35 in Tahsil Nagpur Gramin and District – NAGPUR, with heritable and transferable rights therein and the same is also accordingly recorded in the Revenue Records Vide Ferfar Entry No. _____dated _____.

(iii) THAT, said Shri Ganesh Jaganji Pardhi through its Proprietor concern Arik Builders and Developers approached to the various

authorities and got the user of the said entire land converted into Non-agricultural Use i.e. for residential purpose u/s 42-A of The Maharashtra Land Revenue Code, 1966, by virtue of Order dtd 16/05/2023 passed by The Office of Tahsildar Nagpur (Rural), Nagpur. (As per the Rights given by the Hon'ble Collector Nagpur by Order bearing No. Parstut/Kavi-1469/22 dtd 19/09/2022) in Revenue Case No. 153/NAP-34/2022-2023 for the area of 32220.46 Sq. Mtrs., since as per "K Prat", area of 32220.46 Sq. Mtrs. is in possession of the Land owner.

(iv) THAT, Shri Ganesh Jaganji Pardhi also got the residential lay out on the said land approved from the Office of Nagar Panchayat Bahadura, Tahsil : Nagpur Gramin and District : Nagpur vide Letter bearing No. J.K.N.P.B/N.R.V./ABHI.A. MANJURI/174/2023 dated 04/05/2023 wherein plotable land admeasuring about 19753.146 Sq. Mt. Area under Open Space is 3240.341 Sq. Mt. has been sanctioned.

THAT, the Nagar Panchayat Bahadura, Tahsil : Nagpur Gramin and District : Nagpur has tentatively sanctioned the residential Lay-out carved on the said entire land of Khasra No. 45/A of MOUZA – BAHADURA, having an area of 3.25 Hectares, i.e. about 32500 Sq. Mt. consisting of various residential Lay-out plots vide Letter bearing No. J.K.N.P.B/N.R.V./ABHI.A. MANJURI/174/2023 dated 04/05/2023.

THAT, the OWNER/PROMOTER decided to develop the aforesaid land of Khasra Nos. 45/A of MOUZA – BAHADURA into a residential Lay-out on the said entire land and applied to Tahsildar, Wardha for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. Parstut/Kavi-1469/22 dt. 19/09/2022) in Revenue Case No. 153/NAP-34/2022-2023 and the Lay-out on the said land has tentatively sanctioned and approved by the the Nagar Panchayat Bahadura, Tahsil : Nagpur Gramin vide letter No. J.K.N.P.B/N.R.V./ABHI.A. MANJURI/174/2023 dated 04/05/2023. The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as **"ARIK PARK"**.

THAT, the 'THE PROMOTER' / 'LAND OWNER' have agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the Executive Engineer, NMRDA;

THAT, the ALLOTTEE/PURCHASER/S hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the 'THE PROMOTER' / 'LAND OWNER' herein and visited the office of the 'THE

PROMOTER' / 'LAND OWNER' and also satisfied himself/herself/themselves in respect of the title of the said entire property and SELLER/ PROMOTER'S authority and right to develop the said land and to sell the various residential Lay-out plots to the prospective buyers;

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

B. TITLE CERTIFICATE: The title of the Owner/Promoter is duly verified through their Advocate Jayashree S Nikhade, Nagpur and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A";**

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Land Owner/Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Land Owner/Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, bearing No. _____; and the same is attached hereto as **Annexure-F**.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-"A"** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No.** _____ as specified in Schedule "A" written hereinafter (hereinafter for the sake of brevity referred to as the "said Plot"). The Purchaser/s has/have agreed to acquire **Plot No.** ____ admeasuring about _____ **Sq. Mtrs**. **(OR** _____ **Sq. Ft),** at or for the consideration and on the terms and conditions set out hereinafter, the

said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the SCHEDULE hereunder written and marked in Red on the Plan Scheme "B".

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the Owner /Promoter and the Owner/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/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/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/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 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/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_____ hereunder written;

2. CONSIDERATION:-

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/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 names of **"(1) ARIK BUILDERS AND DEVELOPERS** and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the OWNER/PROMOTER in the manner stipulated in Schedule - E. That the OWNER/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

2.2 TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Promoter before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The

Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) two months {(u/s 19(10)} of the Owner/promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.2.1 Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –
(i) War, civil commotion/pandemic or act of God;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

2.2.2 That, the OWNER/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the OWNER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The OWNER/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the OWNER/PROMOTER.

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

2.3 DELAYS IN HANDING OVER POSSESSION BY OWNER/PROMOTER:

It is agreed between the parties hereto that if the Owner/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter.] or if, the Owner/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Promoter shall, without prejudice to its

rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 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/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/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter, charges for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/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, **if all the Purchasers so desires then and then only**, form an Plot Owners Association or a Plot-Owners Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owners/promoters and Owner/promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

Provided further that since all the purchasers being exclusive absolute owners of the plots and the society or body formed as aforesaid being plot holders body the Promoter shall not be liable to transfer all the right, title and the interest of the Promoter and/or the land owners to the afore said society or body.

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/Promoter of all the plots on the said Land, then in such case the Owner/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/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 / 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 dues 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/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/Promoter 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. FURTHERE 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: _____

ARIK BUILDERS AND DEVELOPERS., Promoter Name having its Office at Plot No. 207, Block No. 6, Ground Floor, Hani Lisa Apartment, Lakadganj layout, Near Chapru Nagar Square, Nagpur – 440008.

It shall be the duly 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 Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

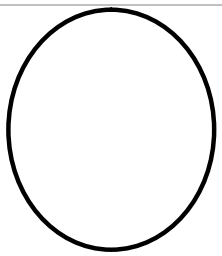
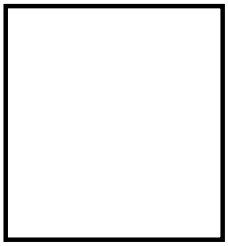
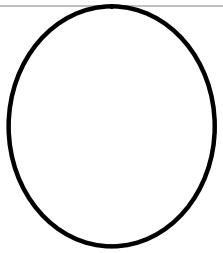
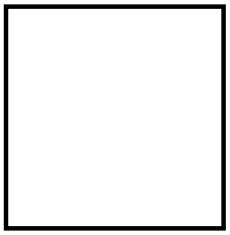
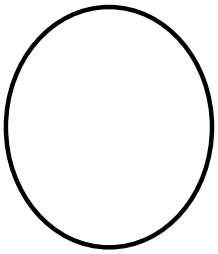
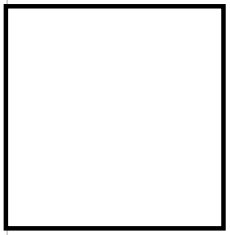
SCHEDULE – "A"

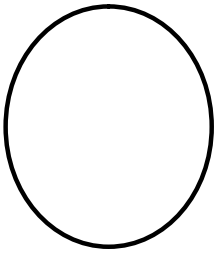
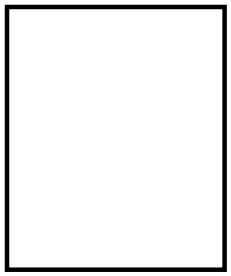
SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land being Plot bearing No. _____, admeasuring about _____ Sq. Mtrs. (OR _____ Sq. Ft.) (dimensions are as shown in the plan annexed herewith) out of the Lay-out known as "**ARIK PARK"** carved on ALL THAT Piece and parcel of non-Agricultural land bearing Survey / Khasra No. 45/A of MOUZA – BAHADURA, P.H. No. 35, having an area of 3.25 Hectares, i.e. about 32500 Sq. Mt., Land Revenue Rs. 14.15 yearly, held in Class – 1 Rights, situated at MOUZA – BAHADURA in Tahsil Nagpur Gramin and District – NAGPUR and the same is bounded as under:

ON THE EAST : _____,
ON THE WEST : _____,
ON THE NORTH : _____,
ON THE SOUTH : _____.

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

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) **FOR ARIK BUILDERS AND DEVELOPERS** **(GANESH JAGANJI PARDHI)** **OWNER**
			**ALLOTTEE/PURCHASER**
WITNESSES :-			
I			**WITNEESS NO. 1**

II			
			_____ **WITNEESS NO. 2**

SCHEDULE – "E"
MANNER OF PAYMENT

Amount Rs.	**CH. No. / UTR No.**	**Date**	**Bank**
	AMOUNT RECEIVED		

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____ _____ Only) in the following manner:

Amount Rs.	**Payable on or before**

	TOTAL AMOUNT

Contd. …