AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)
READY RECKONER VALUE RS. ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ..... day of **…… 2023** BY AND BETWEEN:

M/s. ARA HABITATS, (PAN NO. ABXFA3054E), A Registered Limited Liability Partnership Firm, having its Registered Office at N-103-104, Laxmivihar Apartments, Beside Hotel Airport Centre Point, Wardha road, Somalwada, Nagpur-440025, acting through its Authorized Partners **(1) SHRI. RAHUL S/o JAGDISH BONDRE,** Aged about 41 Years, Occupation–Business and Agriculturist, AADHAR UID NO. 7077 3261 1826, Mobile No. 9850540601, Resident of Plot No. 17, Paradise Society, New Sonegaon, Khamla Road, Nagpur-440025, Tahsil and District-NAGPUR; AND **(2) SHRI. ATUL S/o PREMCHAND TAJPURIYA,** Aged about 46 Years, Occupation–Business and Agriculturist, AADHAR UID NO. 2703 6453 2772, Mobile No. 9822471275, Resident of 601, Suryakiran Complex, In front of V.N.I.T. College, Bajaj Nagar, Nagpur-440010, Tahsil and District–NAGPUR, hereinafter called the **"VENDORS/PROMOTERS",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FIRM and its PARTNERS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

IN FAVOUR OF

MR./MRS. ……,
Aged about ….. Years, Occupation-……,
Income Tax Permanent Account No. ……, Mobile No. …….
Aadhar Unique Identity No. ……
Resident of: - …….

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

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WHEREAS the VENDORS/PROMOTERS is the sole and exclusive owners of Land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR-441108; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-2 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR, Originally belonged to Shri. Shrawan Sadu Dhage, being his separate property; AND

WHEREAS the aforesaid Shri. Shrawan Sadu Dhage left for heavenly abode on 03-01-2004 and consequent upon his death/demise the aforesaid property devolved upon his widow Namely Smt. Shribalabhai wd/o Shrawan Dhage, and Two Sons Namely (1) Shri. Wasudeo Shrawan Dhage and (2) Shri. Moreshwar Shrawan Dhage, and Four Daughters Namely (1) Mrs. Indubai Anandrao Narad, (2) Mrs. Yashodabai Narayanrao Kubde, (3) Mrs. Shankuntala Beniram Sathawane and (4) Mrs. Gopika Prabhakar Aakare, jointly by way of intestate succession, being the only legal heirs of the deceased Shri. Shrawan Sadu Dhage and the same are accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid Co-owners Smt. Shribalabhai wd/o Shrawan Dhage left for heavenly abode on 15-06-1967 and consequent upon his death/demise the aforesaid property devolved upon his Two Sons Namely (1) Shri. Wasudeo Shrawan Dhage and (2) Shri. Moreshwar Shrawan Dhage, and Four Daughters Namely (1) Mrs. Indubai Anandrao Narad, (2) Mrs. Yashodabai Narayanrao Kubde, (3) Mrs. Shankuntala Beniram Sathawane and (4) Mrs. Gopika Prabhakar Aakare, jointly by way of intestate succession, being the only legal heirs of the deceased Smt. Shribalabhai wd/o Shrawan Dhage and the same is accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid Co-owners Mrs. Indubai Anandrao Narad left for heavenly abode on 12-03-1995 and consequent upon his death/demise the aforesaid property devolved upon his Two Sons Namely (1) Shri. Kawdu Anandrao Narad and (2) Mr. Kishor Anandrao Narad, jointly by way of intestate succession, being the only legal heirs of the deceased Mrs. Indubai Anandrao Narad and the same is accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid Co-owners Shri. Wasudeo Shrawan Dhage left for heavenly abode on 25-05-2002 and consequent upon his death/demise the aforesaid property devolved upon his widow Namely Smt. Deepmala wd/o Wasudeo Dhage, and Two Sons Namely (1) Mr. Nishant Wasudeo Dhage and (2) Mr. Pranay Wasudeo Dhage, and Only Daughter Namely Miss. Vishakha Wasudeo Dhage, jointly by way of intestate succession, being the only legal heirs of the deceased Shri. Wasudeo Shrawan Dhage and the same are accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid Agricultural land comprising Khasra No. 250 of Mouza–Jamtha, having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, converted from Occupancy Class-2 to Occupancy Class-1 Rights vide Order passed by the Sub-Divisional Officer, Nagpur, vide its Order Dated 15-11-2006, in Revenue Case No. 199/LND-18/2006-2007; AND

WHEREAS the aforesaid Co-owners (1) Shri. Moreshwar Shrawan Dhage, (2) Smt. Deepmala Wasudeo Dhage, (3) Mr. Nishant Wasudeo Dhage, (4) Mr. Pranay Wasudeo Dhage, (5) Miss. Vishakha Wasudeo Dhage, Sr. No. 3 to 5 through Natural Legal Guardian Mother Smt. Deepmala Wasudeo Dhage, (6) Mrs. Yashodabai Narayanrao Kubde, (7) Mrs. Shankuntala Beniram Sathawane, (8) Shri. Kawdu Anandrao Narad, (9) Mr. Kishor Anandrao Narad through Natural Legal Guardian Brother Shri. Kawdu Anandrao Narad and (10) Mrs. Gopika Prabhakar Aakare later on executed a Power of Attorney relating to the aforesaid property i.e. ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR in favor of (1) Shri. Mukesh Moreshwar Dhage and (2) Shri. Abhay Wasudeorao Khorgade on 31-05-2006, which is duly registered at the Office of the Sub-Registrar Nagpur-04, in Additional Book No. 4, bearing Registration No. 2706-2006 on even date; AND

WHEREAS the aforesaid Co-owners (1) Shri. Moreshwar Shrawan Dhage, (2) Smt. Deepmala Wasudeo Dhage, (3) Mr. Nishant Wasudeo Dhage, (4) Mr. Pranay Wasudeo Dhage, (5) Miss. Vishakha Wasudeo Dhage, Sr. No. 3 to 5 through Natural Legal Guardian Mother Smt. Deepmala Wasudeo Dhage, (6) Mrs. Yashodabai Narayanrao Kubde, (7) Mrs. Shankuntala Beniram Sathawane, (8) Shri. Kawdu Anandrao Narad, (9) Mr. Kishor Anandrao Narad through Natural Legal Guardian Brother Shri. Kawdu Anandrao Narad and (10) Mrs. Gopika Prabhakar Aakare, (Sr. No. 1 to 10 through his Power of Attorney holder (1) Shri. Mukesh Moreshwar Dhage and (2) Shri. Abhay Wasudeorao Khorgade) later on transferred/sold the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR, by way of Sale to (1) Shri. Satish Kumar Singh S/o. Satyendra Kumar Singh and (2) Shri. Sanjay Kumar Singh S/o. Satyendra Kumar Singh, by a Sale Deed Dated 07-02-2007, which is duly Registered at the office of the Sub-Registrar Nagpur Rural No. 10, in Additional Book No. 1, bearing Registration No. 519-2007 and the same was also accordingly mutated in its name in 7/12 Extract vide ferfar entry No. 801, Dated 05-08-2008; AND

WHEREAS the aforesaid Co-owners (1) Shri. Satish Kumar Singh S/o. Satyendra Kumar Singh and (2) Shri. Sanjay Kumar Singh S/o. Satyendra Kumar Singh entered into agreement to sale of ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR, from, **M/s. ARA HABITATS LLP** through Partners **(1) Shri. Anish Bhawarilal Chhajed and (2) Shri. Rahul Jagdish Bondre**, vides Agreement to Sale dated 19-04-2022, which is duly registered at Additional Book No. 1, bearing Registration No. 3174-2022 to Sub-registrar office Nagpur-07; AND

WHEREAS the aforesaid Co-owners (1) Shri. Satish Kumar Singh S/o. Satyendra Kumar Singh and (2) Shri. Sanjay Kumar Singh S/o. Satyendra Kumar Singh later on transferred/sold the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR, by way of Sale to **M/s. ARA HABITATS LLP** through Partners **(1) Shri. Rahul Jagdish Bondre and (2) Shri. Atul Premchand Tajpuriya**, by a Sale Deed Dated 05-04-2023, which is duly Registered at the office of the Sub-Registrar Nagpur-07, in Additional Book No. 1, bearing Registration No. 3188-2023; As a result therefore the aforesaid **M/s. ARA HABITATS LLP** through Partners **(1) Shri. Rahul Jagdish Bondre and (2) Shri. Atul Premchand Tajpuriya**, has now become an exclusive, absolute and full owners of the aforesaid Non-agriculture land comprising Kh. No. 250 of Mouza–Jamtha, having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly with heritable and transferable rights therein and same is accordingly recorded in the Revenue Record vide Ferfar Entry No. 8591, Dated 17-05-2023; AND

WHEREAS the aforesaid said land bearing Kh. No. 250 of Mouza–Jamtha is converted for Non Agricultural (Residential) Use by the Collector, Nagpur, vide his Order Dated _____ passed in Revenue Case No. _____; AND

THAT, the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dated 04-03-2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority, Nagpur has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 dated 23-12-2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Planning Authority for Development Area u/s 42A of the M. R. T. P. Act and appointed Nagpur Metropolitan Region Development Authority, Nagpur as the Development Authority u/s 42D thereof for the said area.

THAT, the Nagpur Metropolitan Region Development Authority, Nagpur has tentatively sanctioned the residential Lay-out carved on the said entire land of Kh. No. 250, consisting of various residential Lay-out plots vide Letter bearing No. E.E./NMRDA/8893, Dated 17-10-2023.

THAT, the VENDORS/PROMOTERS decided to develop the aforesaid land of Kh. No. 250 of Mouza–Jamtha into a residential Lay-out on the said entire land and applied to Collector, Nagpur for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. _____/NAP-34/Mouza–Jamtha/_____/2022-23, dated _____ and the Lay-out on the said land is also recommended for final approval by the Executive Engineer, NMRDA, Nagpur vide letter No. …….. dated ……... The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as **"MAHALAXMI NAGAR-33" (SECTOR-2).**

THAT, the VENDORS/PROMOTERS has agreed to develop the Lay-out as per the drawing, designs and specification to be approved by the Executive Engineer, NMRDA;

THAT, the ALLOTTEE/PURCHASER hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the VENDORS/PROMOTERS herein and visited the office of the VENDORS/PROMOTERS and also satisfied himself/herself/themselves in respect of the title of the said entire property and VENDORS/PROMOTERS 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 VENDORS/PROMOTERS for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as **"MAHALAXMI NAGAR-33" (SECTOR-2)** and has agreed to pay the cost of developed plot to the VENDORS/PROMOTERS; AND

B. TITLE CERTIFICATE: The title of the Owners/Promoters is duly verified through their Advocate Yogesh S. Gonnade, and has certified that the title of the present owners/promoters 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 SALE AND DEVELOP: In the circumstances, the Owners/Promoters 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 Owners/Promoters 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-F**.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owners/Promoters 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 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 Owners/Promoters and the Owners/Promoters 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 Owners/Promoters 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 Promoters 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 Owners/Promoters to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owners/Promoters hereby admit and acknowledge. The Purchaser has agreed to pay to the Owners/Promoters, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule-B** 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 Owners/Promoters 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 Owners/Promoters herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owners/Promoters 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 "**ARA HABITATS LLP**" or such other name as may be specified from time to time by the Owners/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.

2.1.1:- The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDORS/PROMOTERS in the manner stipulated in **Schedule-B**. That the VENDORS/PROMOTERS 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 Owners/Promoters 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 Owners/promoters 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 Promoters 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 VENDORS/PROMOTERS, 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 VENDORS/PROMOTERS shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDORS/PROMOTERS 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 VENDORS/PROMOTERS.

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:- DELAY IN HANDING OVER POSSESSION BY Owners/PROMOTERS/CONSENTING PARTY:

It is agreed between the parties hereto that if the Owners/Promoters 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 Owners/Promoters 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, Owners/Promoters shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made there under, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Owners/Promoters 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 Owners/Promoters, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owners/Promoters, changes for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owners/Promoters 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 an Association or a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit

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by the Owners/promoters and Owners/promoters of which all the purchaser 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 favor of the Ultimate Body before the disposal by the Owners/Promoters of all the plots on the said Land, then in such case the Owners/Promoters 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 Owners/Promoters, 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 OWNERS/PROMOTERS:

The Promoters hereby represents and warrants to the Allottee/Purchaser as follows:-

(a) The Promoters 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 promoters has also obtained the necessary N. A. permission from competent authority;

(b) The Promoters 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 Promoters 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;

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(g) The Promoters has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect 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 Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoters 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 Promoters in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoters 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 Owners/Promoters 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 Owners/Promoters or Consenting Party in favor of the Association/Condominium/Society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, 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:

Contd. …

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

Name of Allottee/Purchaser: ……..,
(Allotlee's Address): ……..
Sellers Name: **M/S. ARA HABITATS LLP,**
(Seller's Address): Registered Office at N-103-104, Laxmivihar Apartments, Beside Hotel Airport Centre Point, Wardha road, Somalwada, Nagpur-440025
Notified Email: **mahalaxmidevelopers14@gmail.com**.

It shall be the duly of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

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, there under.

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

(SAID ENTIRE PROJECT LAND)

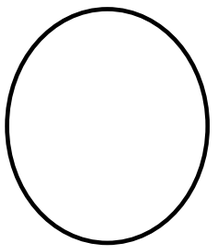
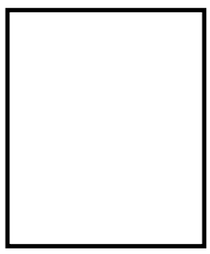
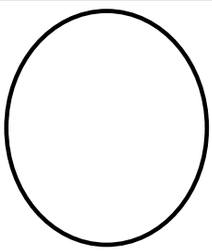
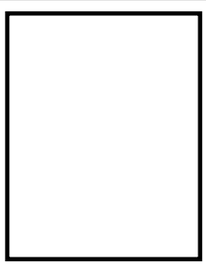
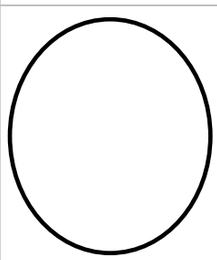
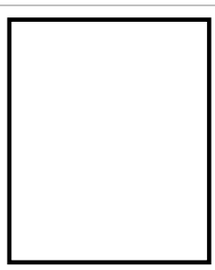
ALL THAT Piece and Parcel of land bearing Khasra No. 250 of MOUZA–JAMTHA, P. S. K. 42 having an area of 1.02 Hectares, Rental Rs. 1.60 Yearly, held in Occupancy Class-1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village–Jamtha in Tahsil–Nagpur (Rural) and District–NAGPUR and bounded as under –

ON THE EAST	**-**	**KHASRA/SURVEY NO. 251,**
ON THE WEST	**-**	**KHASRA/SURVEY NO. 256,**
ON THE NORTH	**-**	**KHASRA/SURVEY NO. 255,**
ON THE SOUTH	**-**	**KHASRA/SURVEY NO. 249.**

ALL THAT piece and parcel of land bearing **Plot No. _____,** admeasuring about _____ **Sq. Mtrs**. (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as **"MAHALAXMI NAGAR-33" (SECTOR-2)** carved on ALL THAT piece and parcel of non-agricultural land bearing Kh. No. 250 of MOUZA–JAMTHA, held in Occupant Class-1 rights, situated at Jamtha, within the limits of Nagpur Metropolitan Region Development Authority, Nagpur in Tahsil–Nagpur (Rural) 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 VENDORS/PROMOTERS 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 and 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 Only for **KH. NO. 250**, **"MAHALAXMI NAGAR-33" (SECTOR-2)**, PLOT NO. …….

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE AND FULL NAME
01			**FOR M/s. ARA HABITATS LLP** **1)** **(RAHUL JAGDISH BONDRE)**
02			**2)** **(ATUL PREMCHAND TAJPURIYA)** **SELLERS/PROMOTERS)**
03			**(_____)** **ALLOTTEE/PURCHASER**

WITNESSES:-			
I			_____ **WITNEESS NO. 1**
II			_____ **WITNEESS NO. 2**

SCHEDULE–"B"

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

“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.
SCHEDULE–B		LAYOUT OF SAID PLOT
SCHEDULE–E		MANNER OF PAYMENT