STAMP RS. _____/-
REG RS. _____/-
SRO NAGPUR-10

AGREEMENT TO SELL FOR RS. .00 ONLY

(RUPEE ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. .00 ONLY

THIS **AGREEMENT TO SELL** is made on this Day of , 2024, BETWEEN: **SHRI. ANKIT S/o PANKAJ DALMIA**, Aged 28 Years, Occupation – Agriculturist & Business, Income Tax PAN BUIPD2830E, Aadhar Unique Identity No. 516823049694 and Cell No. 8087996177, E-mail ID : riddhisiddhisales11@gmail.com, Resident of Plot No. 8, Shyam Kunj, Near Sitaram Mandir, Sai Layout, Raj Nagar, Nagpur-440013, Tahsil and District – NAGPUR, hereinafter called the **VENDOR/PROMOTER,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR/PROMOTER,** as well as, his respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

SHRI. _____ S/O _____, Aged about __ Years, Occupation - _____, Income Tax Permanent Account No. _____ and Aadhar Unique Identity No. _____, Resident of _____, Tahsil - _____ and District – _____, hereinafter called the **"ALLOTTEE(s) / PURCHASER(s)",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE(s) / PURCHASER(s)",** as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

(1)	**DESCRIPTION OF THE LAND & PROPERTY**
	Khasra No. 3/2 WHEREAS the Vendor named hereinabove own and possess and in possession of the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / **Gut No. 3/2** of **MOUZA – ZARI (RITHI), P.S.K. 42A,** having an area of **1.72 Hectares**, Rental Rs. 4 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 1172 and including all kinds of Trees,Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Zari (Rithi) in Tahsil – Nagpur (Rural) andDistrict – NAGPUR and more particularly described in the schedule hereunder written; AND WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 3 of MOUZA – ZARI (RITHI), P.S.K. 73, having an area of 3.44 Hectares, Rental Rs. 7.99 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 21 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Zari (Rithi) in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Tatoba Mahadeo Dhakane as a recorded Owner thereof being his separate ancestral property and the same is accordingly recorded in the Revenue Records; AND WHEREAS the aforesaid Shri. Tatoba Mahadeo Dhakane left for heavenly abode on 25-01-1999 and consequent upon his demise, his aforesaid property devolved upon his widow Smt. Lilabai Tatoba Dhakane, Three Sons namely (i) Shri. Dilip Tatoba Dhakane, (ii) Shkri. Rashtrapal Tatoba Dhakane & (iii) Shri. Gautam Tatoba Dhakane and two daughters namely (i) Mrs. Sudharma Munna Barman & (ii) Mrs. Kumud Namdeo Gawande jointly by way of intestate succession being the only heirs of the deceased and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 127 dated 15-11-2000; AND

WHEREAS the aforesaid recorded Co-Owners namely (i) Smt. Lilabai Tatoba Dhakane, Shri. Dilip Tatoba Dhakane, (iii) Shkri. Rashtrapal Tatoba Dhakane, (iv) Shri. Gautam Tatoba Dhakane, (v) Mrs. Sudharma Munna Barman and (vi) Mrs. Kumud Namdeo Gawande jointly later on transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 3 of MOUZA – ZARI (RITHI), P.S.K. 73, having an area of 3.44 Hectares, Rental Rs. 7.99 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 40 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Zari (Rithi) in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to (i) Haji Farooque Jikar Kachhi (Bawla) and (ii) Miss. Farhana Haji Farooque Kachhi (Bawla), by a Sale Deed Dated 10-07-2008, which is duly registered at the Office of the Sub Registrar, Nagpur-7 in Book No. 1, at Serial No. NGN-7/4153/2008 on even date and the same is according recorded in the Revenue Records vide Ferfar Entry No. 509A dated 12-08-2008; AND

WHEREAS during the course of time the aforesaid the then Co-Owners namely (i) Haji Farooque Jikar Kachhi (Bawla) and (ii) Miss. Farhana Haji Farooque Kachhi (Bawla) jointly later on transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 3 of MOUZA – ZARI (RITHI), P.S.K. 73, having an area of 3.44 Hectares, Rental Rs. 7.99 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 40 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Zari (Rithi) in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to (i) Shri. Laksh Sanjay Agrawal and (ii) Shri. Lavesh Sanjay Agrawal, by a Sale Deed Dated 25-11-2021, which is duly registered at the Office of the Sub Registrar, Nagpur-Rural-10 in Book No. 1, at Serial No. NGN-GRA-10/13571/2021 on even date and the same is according recorded in the Revenue Records; AND

WHEREAS the aforesaid Co-Owners namely (i) Shri. Laksh Sanjay Agrawal and (ii) Shri. Lavesh Sanjay Agrawal later on partition their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 3 of MOUZA – ZARI (RITHI), P.S.K. 73, having an area of 3.44 Hectares, Rental Rs. 7.99 Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 40 and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village – Zari (Rithi) in Tahsil – Nagpur (Rural) and District – NAGPUR in between them by executing a Deed of Partition and they applied to the Nayab Tahsildar, Nagpur (Rural) for sub-division of land in accordance to their respective separate possession and to make separate 7/12 Extract of the aforesaid property; AND

WHEREAS accordingly, considering their request and in pursuance to Section 85 of the Maharashtra Land Revenue Code, 1966, the Nayab Tahsildar, Nagpur (Rural) vide its Order Dated 14-03-2023 passed in Revenue Case No. 07/S.R.V.-43/2022-23 partition the aforesaid property in between them. In terms of which the land admeasuring 1.72 Hectares comprising Southern Portion out of the aforesaid entire land bearing Survey/Khasra/Gut No. 3, having total area of 3.44 Hectares fallen to the exclusive share of Shri. Laksh Sanjay Agrawal absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey/Khasra/Gut No. 3/1, having an area of 1.72 Hectares, Rental Rs. 3.99 Yearly held in Occupancy Class-1 Rights, Khate No. 1171 and the land admeasuring 1.72 Hectares comprising Northern Portion out of the aforesaid entire land bearing Survey/Khasra/Gut No. 3, having total area of 3.44 Hectares fallen to the exclusive share of Shri. Lavesh Sanjay Agrawal absolutely forever having heritable transferable rights therein and the said portion of land is now identified as Survey/Khasra/Gut No. 3/2, having an area of 1.72 Hectares, Rental Rs. 4 Yearly, held in Occupancy Class-1 Rights, Khate No. 1172 and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 1458 dated 09-06-2023; AND

As a result therefore the aforesaid Shri. Lavesh Sanjay Agrawal, the Vendor named hereinabove has now become an exclusive, absolute and full owner of the property bearing Survey /Khasra/ Gut No. 3/2, having an area of 1.72 Hectares with heritable and transferable rights therein and the same is accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid the then Owner Shri. Lavesh Sanjay Agrawal lateron in his turn transferred/sold his aforesaid property comprising ALL THAT piece and parcel of Agricultural land bearing Khasra No. 3/2 of MOUZA – ZARI, P.S.K. 73, having an area of 1.72 Hectares, Rental Rs. 4 Yearly, held in Bhogwatdar Class-1 Rights and including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Zari in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to Shri. Ankit Pankaj Dalmia, by a Sale Deed Dated 30-11-2023, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Serial No. NGN-10/9008/2023 on 04.12.2023 and the same is also accordingly recorded in the Revenue Records vide Ferfar Entry No. 1538 Dated 26-12-2023; AND

WHEREAS the aforesaid Vendor/Promoter namely **SHRI. ANKIT S/o PANKAJ DALMIA** later on decided to develop the said property bearing Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi) in to RESIDENTIAL LAYOUT by carving out various Plots of different sizes therein; AND

	WHEREAS the aforesaid Vendor/Promoter namely **SHRI. ANKIT S/o PANKAJ DALMIA** carved out proposed Residential Layout on its properties collectively admeasuring 17200 Sq. Mtrs. (i.e. 1.72 Hectares) out of its aforesaid property bearing Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi) having total area of 1.72 Hectares and on the perusal of application dated 12.09.2023 of the aforesaid Owner for diversion of the aforesaid lands for Non Agricultural (Residential) Use, the layout plan of the same admeasuring 17200 Sq. Mtrs. out of the aforesaid entire land is finally sanctioned and approved by Hon'ble Metropolitan Commissioner, NMRDA, Nagpur on 06.11.2023. In pursuance of the said order, the Executive Engineer, Nagpur Metropolitan Regional Development Authority sanctioned for Non Agricultural purpose vide its letter/Approval No. EE/NMRDA/8968 dated 10.11.2023 upon the several terms and conditions contained therein; AND For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority on 22.02.2024 upon several terms and conditions contained therein and the said layout is finally sanctioned and approved by the Executive Engineer, Nagpur Metropolitan Regional Development Authority vide its letter No. Ex.Eng./NMRDA/DPC/Agree/1517 dated 22.02.2024.
	N.A. permission :
	WHEREAS in pursuance of Government Notification Dated 05-01-2017, the State Government has included Section 42B & 42K by amending Section 42 and 42A of the Maharashtra Land Revenue Code, 1996 wherein provision has been made for Deemed Conversion for nonagricultural use of land as per the use shown in the final development plan. And use of any land included in such area, in form of allotment, reservation or instruction in such development plan, if the conversion tax, nonagricultural levy and payment of nazarana or premium or other government dues where applicable as provided in Section (2), will be deemed to have been converted and no separate permission under Section 42 or Section 44 will be required for use which is permitted under such development plan. Thus as per Order of the Tahsildar, Nagpur (Rural) Passed in Revenue Case No. 96/N.A.P.-34/2023-2024 of Mouza – Zari (Rith), P.S.K. 42A dated 01.01.2024 has levied Non Agricultural Cess/Tax on land bearing Survey / Khasra / Gut Nos. 3/2, containing by total admeasurements 1.72 Hectares (i.e. 17200 Sq. Mtrs.) of land, out of which the land admeasuring 1.7199117 Hectares (i.e. 17199.117 Sq. Mtrs.) of land; AND
	Lay-out Sanction :
	For the purpose of development of said land the aforesaid Vendor/Promoter the aforesaid Vendor/Promoter have prepared a layout on the said lands admeasuring 1.72 Hectares of the lands by carving out various Plots of different sizes therein and the said layout Plan is duly sanctioned and approved by the Executive Engineer, Nagpur Metropolitan Regional Development Authority vide its letter No. EE/NMRDA/8968 dated 10.11.2023 upon the several terms and

	conditions contained therein. For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority on 22.02.2024 upon several terms and conditions contained therein and the said layout is finally sanctioned and approved by the Executive Engineer, Nagpur Metropolitan Regional Development Authority vide its letter No. Ex.Eng./NMRDA/DPC/Agree/1517 dated 22.02.2024.
(2)	**Real Estate Project Name:**
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as **"KRISHNA NAGARI - 5"**(Hereinafter referred to as the "Project")
	Address :
	Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR.
	Architect :
	The Vendor/Promoter has appointed Architect **Shri. Dhawal S. Hareshe** having its office at, Nagpur.
	Amenity Space / Public Utility Plot :
	Open Space admeasuring 1728.852 Sq. Mtrs.; thus total Open Space of 1728.852 Sq. Mtrs. The said layout is also provided with Amenity Space admeasuring 1720.128 Sq. Mtrs. is provided in the said Lay-out.
(3)	**Compliance of Real Estate (Regulation & Development) Act, 2016 :**
	The Real Estate (Regulation & Development) Act, 2016 has come into force since -01-05-2017. **"KRISHNA NAGARI - 5"** is duly register with the said Authority vide Registration No. **P50500054708.**
	Phasing of the Project :
	This Project is to be developed in a Single Phase.
	Inspection of all documents by Allottee/Purchaser :
	On demand from the Allottee/Purchaser, the Vendor/Promoter have given inspection to the Allottee/Purchaser of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.
	Disclosure regarding litigation :
	The Vendor/Promoter hereby declare that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding legal entity for Plot Owners :
	The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from the Planning Authority, area under road admeasuring 4798.095 Sq. Mtrs., Open Space

	admeasuring 1728.852 Sq. Mtrs.; thus total Open Space of 1728.852 Sq. Mtrs. shall be handed over to the local authority. The Vendor/Promoter declares that there is no reservation or acquisition on any part of the said land.
(4)	**Interest shown by the Allottee/Purchaser :**
	Allottee/Purchaser was in search of residential Plots in vicinity of Village – Zari (Rathi) and that is when she/he came to know about the said project of the Vendor/Promoter. The Vendor/Promoter has disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the Plot out of the project known as **"KRISHNA NAGARI - 5"** which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned Lay-out plan annexed herewith as **"Annexure C".**
(5)	**Offer and acceptance :**
	In accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendor/Promoter hereby agrees to sell and the Allottee/Purchasers hereby agrees to purchase the said Plot.
	Willingness to enter into Agreement :
	The Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
	Entire Agreement:
	This Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to sale of the said property and supersedes any and all understandings, any other agreement, allotment letter, marketing or advertising communications, correspondences whether written or oral between the parties.
(6)	**THE PURCHASER/S WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE PLOT MAY COME, HEREBY CONVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:**
	a) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said Plot in the compound, roads or any other common area of the Krishna Nagari-5;
	b) Pay to the Owner/ Promoter within 15 days from the date of demand his share of security deposits demanded by concerned local authority or Government or giving water, electricity or any other service connection to the plot;
	c) It is specifically clarified to the Purchaser/s that this Agreement is specific & confined to said Plot in "Krishna Nagari-5".All land(s) falling outside the periphery/ boundary of said Plot are clearly outside the scope of this Agreement & the Purchaser/s shall have no

		ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said Plot, subject to statutory stipulations such as by Corporation or Government of Maharashtra or any other authority etc.
	d)	The Purchaser/s shall use said Plot or any part thereof or permit the same to be used only for the purpose for which the same has been allotted/ sanctioned. In case of any violation, the Purchaser shall be held liable for the cost and consequence. The Purchaser/s shall be duty bound to follow the instruction of the Owner/Promoter and/or Association and the Zonal Regulations of Planning Authority with respect to use of said plot.
	e)	The Purchaser/s hereby agree/s, undertake/s & covenant/s with the Owner/Promoter that neither he/she/they, nor Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owner/Promoter under this Agreement or Conveyance thereof, or any other deed, document or writing that may be entered into & executed between the parties including Purchaser/s herein or any other subsequent Purchaser/s of the Krishna Nagari-5;
	f)	Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in addition to the instruments and action 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;
	NOW THIS AGREEMENT WITHESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-	
I	**Obligation of the Vendor/Promoter :**	
	(1) Said Plot :	
	As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendor/Promoter has agreed to sell the Plot more particularly described in **Schedule B** subject to the consideration amount and payment schedule as detailed herein under.	
	(2) Development Works :	
	The Vendor/Promoter hereby assures to provide the Development Works in the Project more particularly described in **Schedule C.**	
	(3) Adherence to Sanctioned Plan & other permissions :	
	The Vendor/Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned Lay-out plans as approved and revised by the local authority from	

	time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	(4) Variation in Plot area :
	If there is any reduction in plot area beyond the above mentioned variation limit, then the Vendor/Promoter shall compensate the Allottee/Purchaser by issuing a refund of any such excess amount paid. If there is any increase in plot area beyond the above mentioned variation then the Allottee/Purchaser shall pay the excess amount to the Vendors. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of Plot as mentioned in **Schedule B**.
	(5) Possession date of the Plot :
	The Vendor/Promoter hereby assure that they shall give possession of the said Plot to the Allottee/Purchaser on or before _____ **OR** at the time of Registration of Sale Deed whichever is earlier. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Vendor/Promoter hereby agree to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee/Purchaser for every month of delay till handing over of possession. Provided further that the Vendor/Promoter shall not deliver the actual physical possession of the said Plot to the Allottee / Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and other dues including interest on delayed payment on such consideration are paid by the Allottee / Purchaser in full to the Vendor/Promoter hereto. Provided further that the Vendor/Promoter shall be entitled to reasonable extension of time for delivery of Plot on the aforesaid date, if the same is delayed on account of – (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
	(6) Plot Release Certificate :
	The Vendor/Promoter hereby assure to obtain Release Letter for said Plot from Nagpur Metropolitan Region Development Authority, Nagpur on or before Registration of Sale Deed.
	(7) Common Amenities and Facilities :
	It is clearly made known to the Allottee/Purchaser that the Common Amenities in form of Open

	space shall be available in the Layout. The said Open Space shall be separately developed as per the terms and conditions laid down by the Planning Authority / Grampanchayat and the entitled / usage of the same, shall always be subject to such terms and condition imposed by the Planning Authority / Grampanchayat.
	(8) Conveyance / Sale Deed :
	The Vendor/Promoter hereby assure to convey the independent Plot to the Allottee / Purchaser within a period of 1 (One) Month after Release Letter of said Plot or after obtaining full and final consideration from the Allottee/Purchaser, whichever is later.
II	**Obligation of the Allottee/Purchaser**
	(1) Possession of the Plot :
	The Allottee/Purchaser hereby assures that they shall take possession of the Plot within 15 days upon receiving written notice / e-mail regarding the same by making the balance payment of Sale Consideration. Upon receipt of the entire Sale Consideration, the Sale Deed of said Plot shall be executed. If the Allottee/Purchaser fails to take the possession of the Plot within such period then the Allottee/Purchaser shall be liable to pay interest charges for any such balance delayed amount.
	(2) Consideration Amount :
	After due discussions, diligence and negotiations between the Vendor/Promoter and the Allottee/Purchaser, the Allottee/Purchaser hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter agrees to sell to the Allottee/Purchaser the SaidPlot for a lump sum consideration **Rs. _____/- (Rupees _____) only** to be paid by the Allottee/Purchaser to the Vendor/Promoter towards the said Plot hereinafter referred to as the **"Consideration amount".** The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	(3) Payment Schedule :
	The Allottee/Purchaser hereby agrees and accepts to pay the consideration amount to the Vendor/Promoter as per the payment schedule more particularly described in **Schedule D.**
	(4) Early payment :
	If the Vendor/Promoter obtains the Release Letter of Plot before time, then the Allottee/Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be

	offered in such case where stage has been completed before the agreed timeline.
	(5) Taxes & Duties :
	The Allottee/Purchaser hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. If in future, Goods & Service Tax (G.S.T.) is levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee/Purchaser separately.
	(6) Maintenance of the Project :
	The owner/Developer/Promoter shall on the execution of the registered agreement for sale by 51% Purchaser form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in the said Layout/Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Cooperative Societies Act 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members. After registration of the Sale Deed the said Lay-out will be maintained by the Association/Society of Plot Owners by collecting Maintenance Fund/Deposit as well as Monthly Maintenance Charges. The amount of such Maintenance Charges / Deposit will be decided by the Association /Society. In no circumstances the Vendor/Promoter will be liable for Maintenance of said Lay-out after formation of Association/Society. a. The Purchaser/s shall be Responsible to Bear and pay the betterment and/ Development Charges to the Competent Authority in accordance with the provisions of the Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) Maharashtra Regional & Town Planning Act 1966. b. That the Purchaser/s agrees to pay the maintenance charges @ Rs. 7.5/- per square meters per month (based upon plot area of said plot) applicable from the date of this document to the Agency Nominated for this purpose by Society, which may further be enhanced, depending on future contingencies, requirement and expenditure required thereto, by the Society. The enhancement in the maintenance charges shall be the exclusive discretion of the Owners Association/Society, which every Purchaser/s shall be bound to comply. c. The Purchaser/s agrees to install a water meter at his plot to receive water (to be supplied by Society/Vendor/Promoter) and to pay charges for water supplied by the Society/Vendor/Promoter to the Society/Vendor/Promoter at the rate decided by the Society/Vendor/Promoter.

	d. That the Buyer/s **/** Purchaser/s shall become a member of the Krishna Nagari-5 [Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR] Owner's Association / Cooperative Society that has been / shall be formed by the Owners of the plots in Krishna Nagari-5 [Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR]. As a member, the purchaser/s shall abide bythe rules and by-laws framed by the said association / Cooperative Society which is the administrator, and supervisor of common services and amenities (roads, recreational facilities, street lights, gardens, drainage, water supply, STP and other such services) and properties of common enjoyment and shall pay Rs. 7.5/-per Sq. Mtrs. such amounts or as may be decided by the association / Cooperative Society every month for the proper maintenance and upkeep of the common services. If the Buyer/s ever fails to pay maintenance charges for his/her/their plot, the association shall be entitled to disconnect and stop providing all or any services to the schedule plot including water supply, etc. e. The common facilities and services (roads, recreational facilities, gardens, drainage, water supply, STP and other such services) and other properties of common enjoyment in the Krishna Nagari-5 (Kh. No. 3/2) Mouza - Zari (Rathi), Nagpur, shall vest jointly with the owners of the various plots and shall be maintained, managed and administered collectively by the said owners of the various plots and/or by the said association / Cooperative Society and the Vendor/Promoter shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid common facilities or services etc., or on any other account whatsoever. f. The Purchaser/s authorizes the Vendor/Promoter to adjust/ appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Owner/ Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Owner/ Promoter to adjust his/her/their payment in any manner.
	(7) Payment period :
	The Allottee/Purchaser hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter / e-mail of installment.
	(8) Payment of water charges, electricity, taxes etc. :
	The Allottee/Purchaser hereby assures to pay necessary water charges, electricity charges and Grampanchayat / local authority municipal tax as applicable.
	(9) Sub-let, transfer of rights :
	The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit

	factor of this Agreement or part with the possession of the Plot until all the dues payable by the Allottee/Purchaser to the Vendor/Promoter under this Agreement are fully paid up and only if the Allottee/Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser has intimated in writing to the Vendor/Promoter.
	(10) provisions of this agreement applicable to purchaser / subsequent purchasers :
	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.
III	**General/ Miscellaneous stipulations :**
	(1) Time Extension :
	The Vendor/Promoter shall be entitled to get reasonable extension of time for giving possession of the Plot beyond date as mentioned above, if the completion of works in the Lay- out is delayed on account of - a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or public or competent authority
	(2) Name in which payment is to be drawn for Consideration Amount :
	Vendor/Promoter specifically communicates to the Allottee/Purchaser that theAllottee/Purchaser shall make the payments for Consideration Amount to the Vendor/Promoter by Demand Draft or by local cheques drawn in the name of **MR. ANKIT PANKAJ DALMIA** or by electronic mode of transfer NEFT/ RTGS details are as under: **i.** Account Holder Name-: _____**-KRISHNA NAGARI-5-RERA COLLECTION A/C** **ii.** Bank Name -: _____ **BANK,** **iii.** Branch :- _____**, Nagpur** **iv.** Account Number **:** _____ **v.** IFSC code : _____ **vi.** Account type : **RERA COLLECTION**
	(3) Change in consultants :
	The Vendor/Promoter shall have every right to change and appoint any new consultant as per his discretion & choice.

	(4) Termination of Agreement by Vendor/Promoter :
	Without prejudice to the right of the Vendor/Promoter to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned **Schedule D** then the Vendor/Promoter shall serve a notice of 15 days in writing / e-mail to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Vendor/Promoter within a period of 15 days, then the Vendor/Promoter shall be entitled to terminate this Agreement and deduct upto 20% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination and upon execution of cancellation deed with the Vendor/Promoter, whichever is later. In the event of termination Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and theAllottee/Purchaser shall apply for refund at their own effort and cost.
	(5) Cancellation of Agreement by Allottee/Purchaser :
	If the Allottee/Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor/Promoter, then the Vendor/Promoter shall deduct 20% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/Purchaser and execution of Cancellation Deed. In the event of cancellation by Allottee/Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(6) NOTICES :
	That all notices to be served on the Allottee/Purchaser and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendor/Promoter by Registered Post at their respective addresses specified below: Name & Address of Allottee/Purchaser as mentioned herein above e-mail Name of Vendor/Promoter: **MR. ANKIT PANKAJ DALMIA,** Address: **Registered Office at 1ST Floor, Above Rajesh Steel & Wire Industries, Plot No. 667-C, Ghat Road, Nagpur-440018.** e-mail : legal@vrindavan.co It shall be the duty of the Allottee/Purchaser and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by

	Registered Post / e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor /Promoter or the Allottee/Purchaser, as the case may be.
	(7) Advertisement / Prospectus :
	It is specifically understood and agreed by the Allottee/Purchaser that the prospectus other advertising material published by the Vendor/Promoter from time to time in respect of the project contain various features such as plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/Promoter and Allottee/Purchaser. The details mentioned in **Schedule C** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
	(8) Entry of Vendor/Promoter staff in the Lay-out :
	The Allottee/Purchaser shall permit the Vendor/Promoter and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	(9) Movement of men and material :
	The Allottee/Purchaser is well aware that the Vendor/Promoter will complete development works of said Lay-out as mentioned **Schedule C.** The Allottee/Purchaser assures that after possession of the said Plot she/he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required for the future works.
	(10) Water connection and charges :
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Metropolitan Regional Development (NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/Promoter will only create suitable infrastructure for supply of raw water.
	(11) Dispute Resolution :
	THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate

	(Regulation & Development) Act, 2016.
	(12) Registration :
	The Allottee/Purchaser and/or Vendor/Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof.
	(13) Stamp Duty
	The Allottee/Purchaser/Vendors herein has paid Stamp Duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015.
	(14) Power of Attorney
	That the Owner/Promoter executed a Power of Attorney for admission on _____, which is duly registered before the Joint Sub-Registrar, Nagpur-10, at Serial No. _____ on even date & the same is duly authenticated by the said Authority and thereby empowered (1) _____, (2) _____, (3) _____ And (4) _____ to admit the execution of the same.
	SCHEDULE – A **(SAID ENTIRE PROJECT LAND)**
	ALL THOSE Pieces and Parcels of Non Agricultural land bearing Survey / Khasra / **Gut Nos. 3/2** of **MOUZA – ZARI (RATHI)**, P.S.K. 42A, having an area of 1.72 Hectares, Rental Rs. 4 Yearly, held in Occupancy Class-1 Rights Khate No. 1172 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Zari (Rathi) within the limits of the Grampanchayat –Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR and the said entire lands are bounded as under – **ON THE EAST - BY KHASRA NOS. 4,** **ON THE WEST - BY KHASRA NOS. 2,** **ON THE NORTH - BY KHASRA NOS. 9/2,** **ON THE SOUTH - BY KHASRA NOS. 3/1.**

SCHEDULE – B

(SAID PLOT HEREBY AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **Residential Plot No.** ____ containing by admeasurements _____ **Square Meters** out of the sanctionedlayout carved on the land described in Schedule - A and known and styled as **"KRISHNA NAGARI - 5",** and the said Plot is bounded as under –

ON THE EAST - BY _____,
ON THE WEST - BY _____,
ON THE NORTH - BY _____,
ON THE SOUTH - BY _____.

SCHEDULE- C DEVELOMENT WORKS OF THE PROJECT

1) Cement Concrete/ C C Paver block Road
2) R.C.C./H.D.P.E. Pipe Sewer line
3) Drainage Line Storm water
4) Water Pipe Line
5) Open space Compound wall
6) Sewage Treatment Plant
7) Electric Network with Transformer
8) Street Light
9) Common Entrance Gate

SCHEDULE- D

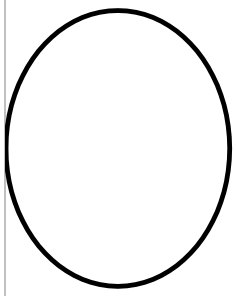
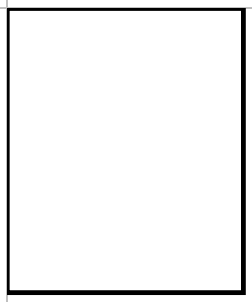
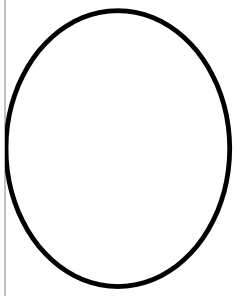
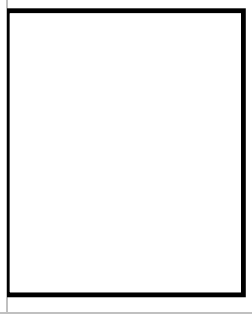
MANNER OF PAYMENT RECEIVED

a. Rs. _____/- paid by the Purchaser vide IMPS/UPI/RTGS/IMPS No. _____, dated _____, at the time of booking, receipt whereof the Owner doth herebyadmit & acknowledge;

b. Rs. _____/- paid by the Purchaser vide IMPS/UPI/RTGS/IMPS No. _____, dated _____, at the time of booking, receipt whereof the Owner doth hereby admit & acknowledge;

	Balance consideration to be paid by the Purchaser to the Vendor/Promoter a. Rs. _____/- agreed to be paid to Vendor/Promoter within ____ days after execution of this Agreement; Without prejudice to the right of the Vendor/Promoter to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned **Schedule D** then the Vendor/Promoter shall serve a notice of 15 days in writing / e-mail to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Vendor/Promoter within a period of 15 days, then the Vendor/Promoter shall be entitled to terminate this Agreement and deduct upto 20% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination and upon execution of cancellation deed with the Vendor/Promoter, whichever is later. In the event of termination Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and theAllottee/Purchaser shall apply for refund at their own effort and cost.
	The Vendor/Promoter shall execute sale deed in favour of purchaser upon payment of entire agreed consideration (along with all taxes, duties, charges, interest as describedin the above agreement).

IN WITNESS WHERE OF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(ANKIT PANKAJ DALMIA)** **VENDOR/PROMOTER**
02			**(_____)** **ALLOTTEES/PURCHASERS**

WINTESSES :-

(1) _____ **(2)** _____