

Agreement to Sale

This Agreement to Sale is made and executed this _____ day of _____ in the year 2024 at, Taluka - HINGNA, District – NAGPUR.

BY AND BETWEEN

(1) **MR. DARIYANA S/o GURMUKHDAS ROHRA**, Aged 56 Years, Occupation – Business, (Income Tax PAN – AAOPR5946C), Resident of Plot No. 168, Jaripatka, Nagpur, Pin Code No. 440014, Tahsil and District – NAGPUR and (2) **MR. KAILASH S/o DHANRAJ BATRA**, Aged 50 Years, (Income Tax PAN – AAMPB9384Q) Resident of Plot No. 52, Wardhaman Nagar, Nagpur, Pin Code No. 440009, Tahsil and District - NAGPUR, State – Maharashtra, herein after referred to as the “**OWNERS / DEVELOPERS / PROMOTERS**”, (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.) of the FIRST PART;

AND

about _____, aged _____ years, Occupation: _____, residing at _____, PAN: _____, herein after for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees of the Second Part.

A. DESCRIPTION OF THE LAND & PROPERTY:

ALL THAT Piece and Parcel of land bearing **Khasra No. 113/1 (PART)** of Mouza – **ISASANI**, Patwari Halka No. 46, having **an area of 3.19 Hectare R (Plotable area 18239.40 Sq. Mtrs.)**, held in Occupancy Class-I Rights, Khate No. 1463, TOGETHERWITH a Layout proposed to be carved on the said land to be known and styled as “**SUNRISE PARK**”, situated at Village - Isasani, in Tahsil - Hingna and District – NAGPUR and the said land bounded as under :-

ON THE EAST	-	KHASRA NOS. 121 & 123,
ON THE WEST	-	REMAINING PORTION OF KHASRA NO. 113/1,
ON THE NORTH	-	KHASRA NO. 125,
ON THE SOUTH	-	KHASRA NO. 113/4 & 113/3B

B. HISTORY / TITAL CHAN OF THE LAND & PROPERTY

WHEREAS, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 113 of Mouza – ISASANI, Patwari Halka No. 46, having an area of 18.84 Hectare R., Rental Rs. 10.50/-, held in Occupancy Class-1 Rights, Khata No. 110 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, in Tahsil - Hingna and District – NAGPUR, Originally belonged to (1) Smt. Satyabhama Pundlik Samarth, (2) Mr. Balwant Pundlik Samarth, (3) Mr. Madhukar Pundlik Samarth, (4) Mr. Purushottam Pundlik Samarth, (5) Mrs. Lila Dadaram Masurkar and (6) Mrs. Asha Balchandra Thaware, jointly as a recorded Joint Owners thereof, being their ancestral property, AND;

WHEREAS, the aforesaid (1) Smt. Satyabhama Pundlik Samarth, (2) Mr. Balwant Pundlik Samarth, (3) Mr. Madhukar Pundlik Samarth, (4) Mr. Purushottam Pundlik Samarth, (5) Mrs. Lila Dadaram Masurkar and (6) Mrs. Asha Balchandra Thaware jointly lateron transferred/sold the portion out of their aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land containing by admeasurement 1.62 Hectare (i.e. 4 Acres) being Western Portion out of the entire land bearing Khasra No. 113 of Mouza – ISASANI, Patwari Halka No. 46, having total area of 18.84 Hectare R., Rental Rs. 10.50/-, held in Occupancy Class-1 Rights, Khata No. 110 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, in Tahsil - Hingna and District – NAGPUR, by way of Sale to Mr. Aniket Santoshrao Kene, by a Sale Deed Dated 09.07.1991, which is duly registered in the Office of the Sub Registrar, Nagpur in Addl. Book No. 1 at Registered Sr. No. 4650(P) on 09.07.1991. After this Sale Deed, the said portion of land sold to Mr. Aniket Santoshrao Kene is now renumbered as Khasra No. 113/2, having an area of 1.62 Hectare R., Land Revenue Rs. 0.80/-, held in Bhogwatdar Class-1 Rights and remaining portion of land owned by the aforesaid Co-owner is now renumbered as Khasra No. 113/1, having an area of 17.22 Hectare R., Land Revenue Rs. 9.70/-, held in Bhogwatdar Class-1 Rights; AND

WHEREAS, during the course of time the aforesaid Smt. Satyabhama Pundlik Samarth left for heavenly abode and her legal heirs are already mutated in the records of the aforesaid property thus her name was deleted from the Revenue Records; AND

WHEREAS, the aforesaid (1) Mr. Balwant Pundlik Samarth, (2) Mr. Madhukar Pundlik Samarth, (3) Mr. Purushottam Pundlik Samarth, (4) Mrs. Lila Dadaram Masurkar and (5) Mrs. Asha Balchandra Thaware lateron partition their aforesaid comprising Khasra No. 113/1, having an area of 17.22 Hectare R., Land Revenue Rs. 9.70 of Mouza – ISASANI in Tahsil - Hingna and District - NAGPUR in between them by executing a Partition Deed on 25.12.1998. In terms of the said Partition, the land admeasuring 4.41 Hectare R. being Western Portion out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI was allotted to the exclusive share of Mr. Balwantrao Pundlikrao Samarth absolutely forever with heritable and transferable rights therein. In the like manner, the land admeasuring 4.41 Hectare R. being Eastern Portion out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI was

allotted to the exclusive share of Mr. Madhukar Pundlikrao Samarth absolutely forever with heritable and transferable rights therein. In the like manner, the land admeasuring 4.41 Hectare R. out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI was allotted to the exclusive share of Mr. Purushottam Pundlikrao Samarth absolutely forever with heritable and transferable rights therein. In the like manner, the land admeasuring 2.00 Hectare R. out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI was allotted to the exclusive share of Mrs. Lila Dadarao Masurkar absolutely forever with heritable and transferable rights therein and the land admeasuring 2.00 Hectare R. out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI was allotted to the exclusive share of Mrs. Asha Balchandra Thaware absolutely forever with heritable and transferable rights therein, AND;

WHEREAS, the land owned by Mr. Balwantrao Pundlikrao Samarth lateron renumbered as "Khasra No. 113/1, having an area of 4.40 Hectare R., Land Revenue Rs. 2.30/- AND;

WHEREAS, the aforesaid Mr. Balwantrao Pundlikrao Samarth lateron transferred/sold the portion of land admeasuring 0.81 Hectare R. (i.e. 2 Acres) out of his aforesaid property bearing Khasra No. 113/1, by way of Sale to (1) Mr. Sushil Manoharrao Tidke, (2) Mr. Shrikant Manoharrao Tidke and (3) Mr. Pramod Manoharrao Tidke, by a Sale Deed dated 03.11.2001, which is duly registered in the office of the Joint Sub Registrar Hingna in Book No. 1 at Registered Serial No. 3524/2001 on 03.11.2001. After this Sale Deed, the sold portion of land is renumbered as Khasra No. 113/1/A, having an area of 0.81 Hectare R., Land Revenue Rs. 0.60/- in the name of (1) Mr. Sushil Manoharrao Tidke, (2) Mr. Shrikant Manoharrao Tidke and (3) Mr. Pramod Manoharrao Tidke and remaining portion of land admeasuring 3.59 Hectare R., Land Revenue Rs. 1.70/- owned by Mr. Balwantrao Pundlikrao Samarth numbered as Khasra No. 113/1, AND;

WHEREAS, the aforesaid Mr. Balwantrao Pundlikrao Samarth lateron transferred/sold the portion of land admeasuring 3.19 Hectare R. being Eastern Portion out of his aforesaid property bearing Khasra No. 113/1 having total area of 3.59 Hectare R., by way of Sale to (1) Mr. Dariyana Gurmukhdas Rohra and (2) Mr. Kailash Dhanraj Batra, by a Sale Deed dated 24.11.2008, which is duly registered in the office of the Joint Sub Registrar Hingna in Book No. 1 at Registered Serial No. 6818/2008 on 25.11.2008, as a result therefore (1) Mr. Dariyana Gurmukhdas Rohra and (2) Mr. Kailash Dhanraj Batra jointly have now become an exclusive, absolute and full Joint Owners of the land bearing Khasra No. 113/1 having an area of 3.19 Hectare R. of Mouza - ISASANI in Tahsil - Hingna and District - NAGPUR with heritable and transferable rights therein, AND;

WHEREAS, the aforesaid (1) Mr. Dariyana Gurmukhdas Rohra and (2) Mr. Kailash Dhanraj Batra lateron decided to develop the aforesaid Land bearing Khasra No. 113/1 into a Residential Layout by carving out various Plots of different sizes therein for the allotment to various prospective buyers/Purchaser and the said Layout is duly sanctioned and approved by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Letter No. E.E.(Metro)/1799 Dated 26.06.2013. That the said Owners lateron prepared a revised layout

plan and the same is duly sanctioned by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Letter No. E.E.(Metro)/B.E.-2/360 Dated 04.09.2014, AND;

WHEREAS, the aforesaid entire land bearing Khasra No. 113/1 having total area of 3.59 Hectare R. of Mouza – ISASANI, out of which the land admeasuring 3.19 Hectare R. (i.e. 18239.40.00 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide its Order No. Prastutkar/Jilhadhikari/Kavi-1025/2014 Dated 09.07.2013 passed in Revenue Case No. 479/NAP-34/2012-2013 and Revised Non Agricultural Order Dated 27.10.2014, AND;

WHEREAS, Layout Development Agreement of land admeasuring 3.19 Hectare R. out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI executed on 14-02-2012 made between (1) Mr. Dariyana Gurmukhdas Rohra and (2) Mr. Kailash Dhanraj Batra with Nagpur Improvement Trust, Nagpur and the said layout is also finally sanctioned and approved by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Letter No. EE(Metro)/218 Dated 26.09.2013. That lateron modification in Development Agreement Dated 25-11-2014 by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Revised Letter No. E.E.(Metro)BE-2/818 Dated 25.11.2014, AND;

WHEREAS, the said (1) Mr. Dariyana Gurmukhdas Rohra and (2) Mr. Kailash Dhanraj Batra lateron prepared a Revised Layout Plan of the said land admeasuring 3.19 Hectare. R. out of the entire land bearing Khasra No. 113/1 of Mouza – ISASANI by carving out various Plots of different sizes therein and to be known and styled as “**SUNRISE PARK**” and the said layout is tentatively sanctioned and approved and recommended for Non-Agriculture purpose by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur, vide his Permit No. 42794, Approval No. NMRDA/LT/2023/APL/00197, dated 01.02.2024, AND;

WHEREAS, the said land converted for Non Agriculture order for use of Residential purpose dated 21-03-2024 passed in Revenue case No. -43/NAP-34/-1/2023-2024, AND;

WHEREAS, subsequently after completing all the necessary formalities then the Executive Engineer, NMRDA, Nagpur on dated 23.09.2024 vide its Approval Letter No. NMRDA/LF/2024/APL/00207 finally sanctioned the map and issued letter with respect to the Final Approval as aforesaid, and further also Owner / Developer / Promoter executed development agreement with NMRDA of the same 03.10.2024 bearing Permit No. EEE/NMRDA/DPC/Agree/1645 and approval letter with respect to the same has been issued by the Executive Engineer, NMRDA, Nagpur, AND;

WHEREAS, in view of the above, the Owner / Developer / Promoter / Party of the First Part is the absolute legal owner of the immovable property herein below described & described in the Schedule of property described at the end of this deed, AND;

WHEREAS, the property hereby described is not mortgage anywhere nor there is any lien or charge on the property hereby described and the same is absolutely free from any kind of charge, lien whatsoever, AND;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Owner / Promoter / Developer, authenticated copies of 7/12 showing the nature of the title of the Owner / Promoter / Developer to the Project Land have been annexed hereto and marked as Annexure 'A' and 'B', respectively, AND;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter / Developer while developing the project land and upon due observance and performance of which only the completion or occupancy certificate shall be granted by the concerned local authority, AND;

C. TITLE CERTIFICATE:

The title of the Owners / Promoters / Developers is duly verified through their advocate Adv. Ashwin Patil and has certified that the title of the present Owners / Developers / 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".

D. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the circumstances, the Owners / Developers / 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 / Developers Promoters have applied for, and is granted due registration under the provisions of the Real (Estate [Regulation and Development] Act, 2017, and the same is attached here to as Annexure "F". However, as the RERA certificate was generated in the name of only One of the owner by mistake, and for the correction of the same, the Owners / Developers / Promoters had also submitted an application for adding the name of the other co-owner which was inadvertently left-out.

E. PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying himself as regards the title of the Owners / Developers / Promoters of the said property, and after inspection of the entire documents of title as specified in the above referred 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 herein after 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., at or for the

consideration and on the terms and conditions set out here in after; the said Plot No. _____ is herein after referred to for the sake of convenience and brevity as be said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Annexure D.

F. INSPECTION OF TITLE DOCUMENTS / PLANS / LAYOUTS:

The Purchaser/s has / have demanded from the Owners / Developers / Promoters and the Owners / Developers / 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.

G. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:

The Purchaser/s has / have, before the execution hereof, had the title of the Owners / Developers / Promoters there to independently verified through the Legal Counsel / Advocate of the Purchaser/s and the Purchaser/s has / have satisfied himself / herself / themselves that the same is free from all encumbrances, and is clear and marketable.

H. CONSIDERATION:

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 / Developers / Promoters to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owners / Developers / Promoters here by admit and acknowledge. The Purchaser has agreed to pay to the Owners / Developers / 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 here under written, and which payment is deemed to be the essence of these presents;

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

1. PURCHASE AND SALE OF THE PLOT:

1.1. The Purchaser/s has / have agreed to acquire and Owners / Developers / Promoters has agreed to sell the said Open Plot No. _____, admeasuring _____ sq. mtr, and the right to construct there on, 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 Annexure "D" here under 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 "E", here under written;

2. CONSIDERATION:

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owners / Developers / Promoters here in agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase from the Owners / Developers / Promoters the said open Plot inclusive the specifications mentioned in the Annexure "E" at or for the mutually agreed lump sum consideration of Rs. _____ (only) and the Purchaser shall make the payment of the same in the name of " **SUNRISE PARK** " or such other name as may be specified from time to time by the Owners / Developers / Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., are also all the other outgoing as mentioned here in below which will be paid by the Purchaser/s separately as agreed and specified.

2.2. TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owners / Developers / Promoters as declare in RERA registration on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owners / Developers / Promoters giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and making necessary payment as per agreed schedule.

Provided further that the Owner / Developer / Promoter shall be entitled to reasonable extension of time for giving delivery of the open Plot to the Purchaser / Allottee/ies, if the completion of Layout 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. Any unavoidable reason/s beyond the control of the Owner / Developer / Promoter.

2.3. DELAYS IN HANDING OVER POSSESSION BY OWNERS / DEVELOPERS / PROMOTERS / CONSENTING PARTY:

That, it is agreed between the parties hereto that if the Owners / Developers / 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 / Developers / Promoters and / or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said time period and after a period of two months if those reasons still exist, then in such case, Owners / Developers / 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 there on 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.

Similarly, the Purchaser/s shall make timely payments of the consideration amount as agreed / instalment/s and other dues payable by him/her and meeting the other obligations under the Agreement.

However, the Purchaser/s will pay to the Owner / Developer / Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers to the Owner / Developer / Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Owner / Developer / Promoter.

3. **MAINTENANCE OF THE PLOT/LAYOUT:**

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

4. **FORMATION OF FINAL BODY OF PURCHASER:**

The Owners / Developers / Promoters shall on execution of registered agreement for sale by 51% of purchasers from within the period of 3 months from handing over possession of the last un sold plot to the concerned purchaser, in the said Layout shall form 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 Owners / Developers / Promoters of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. **NO RIGHT TO DEMAND SUB-DIVISION:**

The Purchaser/s of the Plot / Plots agreed to be sold here under 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 rights of the Purchaser/s are confined only to the Plot / Plot here by agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and by-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owners / Developers / Promoters of all the plots on the said Land, then in such case, the Owners / Developers / Promoters shall join in the Ultimate Body as members holding such unsold plot are as and when such Plots are sold mind party at the discretion of the Owners / Developers / Promoters, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

7. REPRESENTATION AND WARRANTIES OF THE OWNERS / DEVELOPERS / PROMOTERS

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

- a. The Promoters has clear and marketable title with respect to the project land / Plot; as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The 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 and shall obtain requisite approvals from time to time to complete the development of the project;
- c. There are no encumbrances upon the project land or the Project except those in the title report;
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory orders for transfer at 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 / ring shall be obtained by following due process of law and the Promoters 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 in to this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottees created herein, may prejudicially be affected;
- 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 Allottees under this Agreement;

- h. The Promoters confirms that the Promoters is not restricted in any manner what so ever from selling the said Plot to the Allottees in the manner contemplated in this Agreement;
- i. The Promoters has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

Provided that, the Owner / Developer / Promoter shall be liable to pay all or any of the aforesaid taxes till the date of possession or execution of sale deed whichever is earlier and the Purchaser / Allottee/ies thereafter will make all the payments of government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, it may be.

- j. That, No notice from the Government or any other local body authority or any quality 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 / REGISTRATIOH 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 / Developers / Promoters pursuant here to 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 / Developers / Promoters or Consenting Party in favour of the Association / condominium / society of all Plot purchasers in the said project.

9. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter here of and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements written between the parties, if any, in regard to the said Plot, as the case may be.

10. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably rebuked in order to effectuate the

provisions of this Agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction.

11. **ADDRESS FOR SERVICE:**

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

Name of Allottees / Purchaser: _____

(Allottees Address)

Notified Email ID: _____

Name of Promoters & Address

Name: **(1) MR. DARIYANA S/o GURMUKHDAS ROHRA,**

Resident of Plot No. 168, Jaripatka, Nagpur, Pin Code No. 440014, Tahsil and District – NAGPUR and

(2) MR. KAILASH S/o DHANRAJ BATRA,

Resident of Plot No. 52, Wardhaman Nagar, Nagpur, Pin Code No. 440009, Tahsil and District - NAGPUR

It shall be the duty of the Allottees and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement w.r.t. the above address by Registered Post failing which all communications and letters postal at the above address shall be deemed to have been received by the Promoters or the Allottees, as the case maybe.

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 rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts within whose local limits the property is situated will have the jurisdiction of this Agreement.

14. **OTHER AGREED TERMS & CONDITIONS BETWEEN PARTIES HERETO:**

a) That, it is specifically agreed to and understood by the parties herein that the immovable

property agreed to be sold/purchased shall be taken to be correctly described and in case, any mis-statement, error or omission is found or detected, the same shall not annul this agreement but all such mis-statement, error or omission shall always be subject to correction by the parties.

- b) That, the Possession of the said Plot agreed to be purchased by the Purchaser/s / Allottee/s shall be handed over to the Purchaser/s / Allottee/s by the Owner / Promoter / Developer on receipt of the entire balance consideration amount of Rs. (as already herein above specified) and other charges as agreed. The Purchaser/s / Allottee/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed.
- c) That, the total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time.
- d) That, as has already specified herein above that before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the layout plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, and Specifications including area specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said layout scheme and facilities to be provided in the said layout scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.
- e) Provided that, in case the Purchaser/s / Allottee/s fails to make payments for One consecutive demands made by the Owner / Promoter / Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner / Promoter / Developer on the unpaid amount at the rate prescribed in the Rules;
- f) In case of Default by Purchaser/s / Allottee/s under the condition listed above continues for a period beyond Seven days of Second consecutive months after notice from the

Owner / Promoter / Developer in this regard, the Owner / Promoter / Developer may cancel the allotment of the Plot in favour of the Purchaser/s / Allotee/s and refund the money paid to him by the Purchaser/s / Allotee/s by deducting the booking / advance amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Purchaser/s / Allotee/s about such termination at least fifteen days prior to such termination.

- g) That, the Owner / Promoter / Developer shall and will have the absolute, exclusive legal rights over all the Amenity Space / Public Utility Land of the said layout scheme known as “Sunrise Park” and no other person, authority/ies, or any Plot holder / allottee/ies will have any rights with respect to the same. The Owner / Promoter / Developer shall be free to sell the aforesaid Amenity Space / Public Utility Land to any of the prospective buyer at any time, as desired by them.

SCHEDULE OF THE PROPERTY A

ALL THAT piece and parcel of land being Plot bearing No., admeasuring about Sq. Mtrs. (dimensions are as shown in the plan annexed herewith) being portion of lay out known as “**SUNRISE PARK**” carved on ALL THAT piece and parcel of land bearing Kh. Survey No. 113/1(Part), admeasuring about 3.19.00 He.Aar.Sq.Mtrs., Land Revenue Assessments Rs. yearly, with Occupant Class I rights, Khate No. 1463, situated at Mauza : ISASANI, Tahsil : HINGNA and District : NAGPUR and the same is bounded as under :

ON THE NORTH	:	LAY OUT ROAD / PLOT NO.
ON THE EAST	:	LAY OUT ROAD / PLOT NO.
ON THE WEST	:	LAY OUT ROAD / PLOT NO.
ON THE SOUTH	:	LAY OUT ROAD / PLOT NO.

SCHEDULE B
MANNER OF PAYMENT

ADVANCE PAID TILL THE DATE OF EXECUTION OF THIS AGREEMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
...../-	RUPEES ONLY		

BALANCE CONSIDERATION AGREED TO BE PAID AS UNDER

Amount Rs.	Payable on or before
	Rupees Only agreed to be paid on or before
	Rupees Only agreed to be paid on or before or within 30 days of Receiving Release Letter of the aforesaid Plot from NMRDA, whichever is later
...../-	RUPEES ONLY

LIST OF ANNEXES

Annexure “A”	:	Title Certificate.
Annexure “B”	:	7/12 Extracts.
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 these presents.
Annexure “F”	:	Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

IN WITNESS WHEREOF THE VENDOR and the PURCHASER(S) hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SALE at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :-

1)

(DARIYANA GURMUKHDAS ROHRA)

(1) _____

2)

(KAILASH DHANRAJ BATRA)

OWNERS / DEVELOPERS / PROMOTERS

(2) _____

(_____)

PURCHASER(S)/ ALLOTTEE/S