AGREEMENT TO SELL FOR Rs. _____ Only
(Rs. _____ Only)
Plot No. ____, Area _____ Sq. Mts.
Stamp Duty paid Rs. _____
Market Value at Rs. _____
At the rate of _____/- Sq. Mt.
F.Sr.No.11-12/2, City Survey No.22, sheet No.916/10 of Mouza Wanjara, Nagpur

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2025 BETWEEN:

1) **Sk. Hassan S/o Late Shri Haji Ibrahim Patel,** aged about 65 Yrs., Occ. Business, R/O Uppalwadi, Kamptee Road, Nagpur-440026, having PAN No. _____, Aadhar Unique Identity No. _____. &

2) **Sk. Hussain S/o Late Shri Haji Ibrahim Patel,** aged about 66 Yrs., Occ. Business, R/O Sheela Nagar, Gittikhadan, Nagpur-440013, having PAN No. _____, Aadhar Unique Identity No. _____. &

3) Sk. Hanif S/o Late Shri Haji Ibrahim Patel, aged about 50 Yrs., Occ. Auto Driver, R/O Uppalwadi, Kamptee Road, Nagpur-440026, having PAN No. _____, Aadhar Unique Identity No. _____.

Vendors through Power of Attorney holder Shri Gaurav Agarwala S/o Shri Ashok Agarwala, aged about __ Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8684 2057 is fully empowered and qualified to execute and present and admit this Deed.

Herein after referred to as **VENDORS**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS**, as well as their legal representatives, executors, administrators, successors and assigns of the **FIRST PART**;

AND

M/S. SANDEEP DWELLERS PRIVATE LIMITED, a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, “Gulmohar”, Temple Road, Civil Lines, Nagpur-440 001, (Income Tax PAN AACCS0133P), acting through its Authorized Director **Shri. Gaurav Agarwala S/o Shri. Ashok Agarwala**, Aged about ___ Years, Occupation - Business, Aadhar Unique Identity No. 3431 8684 2057, R/O 501, “Silver Oak”, Raj Nagar, Katol Road, Nagpur-400013, hereinafter referred to as **“DEVELOPER”**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said COMPANY and its DIRECTORS, as well as its legal representatives, liquidators, executors, administrators, successors and assigns of the **SECOND PART**.

AND

Shri. _____, S/O Shri. _____, aged about ___ yrs., Occ. ____, having PAN No. _____, Aadhar Unique Identity No. _____, and **Smt. _____, W/O Shri.** _____, aged about __ Years, Occ. _____, having PAN No. _____, Aadhar Unique Identity No. _____, both R/O ____, _____, _____, _____, _____, Nagpur-_____, hereinafter called the **"PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS

A. Description of the Land & Property :

The Vendors herein above named are exclusive, absolute and full Owners of the property comprising of All that piece and parcel of land bearing Kh.No.11-12/2 admeasuring 5A 31G (142,106.33 Sq. Ft.) CTS No.22, Sheet No.916/10 situated at Mouza Wanjara, Nagpur within the limits of Nagpur Municipal Corporation, Tahsil and Distt. Nagpur (herein after referred to as "the said property").

That the said property was originally owned and possessed by Haji Ibrahim Patel having received by him in terms of Partition Deed Dt.20.03.1987 in between Haji Ibrahim and Sk. Rahmatullah.

That, after the death of Haji Ibrahim on 09.07.2000, the said property devolved upon his widow namely Smt. Jubedai, three sons namely Sk. Hassan Haji Ibrahim Patel, Sk. Hussain Haji Ibrahim Patel & Sk. Hanif Haji Ibrahim Patel and two daughters namely Smt. Chandbi Sk. Rafiq & Smt. Nascebabi Sk. Israil. Smt. Jubedai, Smt. Chandbi Sk. Rafiq & Smt. Naseebabi Sk. Israil in terms of Oral Gift Dt.20.4.2003 & Memorandum of Oral Gift Dt.29.04.2003 have gifted the said property in favor the Vendors and thus the Vendors became sole and absolute owners of the said property and accordingly names of Vendors came to be mutated in revenue records.

That the said property was subject to the provisions of Urban Land (Ceiling & Regulation Act) 1976 and the Competent Authority had passed necessary Order Dt.26.02.1981 in ULC Case No.1810/76, Order Dt.11.03.2004 u/s 8(4) of the Act and Order Dt.19.05.2004 u/s 20 of the Act and has sanctioned a scheme in respect of the aforesaid land in ULC Case No.ATP/ULC/TD(409)/2004/664.

That vide Order Dt.09.11.2004 the Additional Collector, Nagpur granted permission for changing holding class from Occ. Class II to Occ. Class I.

That the Vendors have entered into Development Agreement Dt.24.5.2005 registered at Sr.No. 1238/2005 in the office of Sub-Registrar - 6, Nagpur with M/s Sandeep Dwellers Pvt. Ltd. (the Developer herein) in respect of the said property and in pursuance of the same have also executed Power of Attorney Dt.24.5.2005 registered at Sr.No.1239/2005 in favor of the authorized directors / officers of M/s Sandeep Dwellers Pvt. Ltd.

That by the Order Dt.26.02.2007 passed in Rev. Case No.77/NAP-34/2006-2007 by Additional Collector, Nagpur permitting change of user of land, the user of land has been changed from agricultural purposes for residential purposes.

The Competent Authority, Urban Land Ceiling, Nagpur in ULC Case No. ATP/ULC/TD(409)/2004/664 out of the aforesaid lands comprising of All that piece and parcel of land bearing Kh.No.11-12/2 admeasuring 5A 31G (142,106.33 Sq. Ft.) CTS No.22, Sheet No.916/10 situated at Mouza Wanjara, Nagpur, has tentatively sanctioned the Layout in terms of its Order Dt.19.05.2004 and its Corrigendum Order Dt.21.06.2006 sanctioned 4249.44 Sq.Mts. as Area under Retainable Land and 8792.46 Sq. Mts. as Area under Plots (Surplus) as Lands to used for providing Plots/constructing tenements(herein after referred to as the "Project Land" and more particularly described in First Schedule Written Herein Below).

The Vendors/Developer have decided to develop the said project land into a layout comprising of various sizes of plots as sanctioned by the competent authority which shall be named and styled as "AARANYAM WANJARA - A Project by SDPL".

That, the Vendors/Developer do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors/Developer have clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority.

B. Title Certificate:

The title of the Vendors is duly verified through their advocate Shri Ashish S. Mehadia and has certified that the title of the present Vendors 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 or any part thereof through the Developer – M/s Sandeep Dwellers Pvt. Ltd. The authenticated copy of the said Title Certificate is attached herewith as **Annexure – A** and 7/12 Extract is attached herewith as **Annexure – B**.

C. Exclusive Right to Sell and Develop:

The Vendors having entered into the aforesaid mentioned Development Agreement and having executed the aforesaid mentioned Power of Attorney in favor of the authorized directors of the Developer, the Developer viz. M/s Sandeep Dwellers Pvt. Ltd. alone shall have the sole and exclusive right to develop and sell the Plot/s and/or Flat/s or Shop/s if any to be constructed/constructed on the Plots/s in the project land to the prospective purchaser/s and to receive the sale price in respect thereof in the name of M/s Sandeep Dwellers Pvt. Ltd. and to issue receipts and discharges on behalf of all the Vendors/Developer.

M/s Sandeep Dwellers Pvt. Ltd. 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 plan, etc. and to enter into agreements for sale of such plots, etc. with prospective purchaser/s thereof under the provisions of the Transfer of Property Act. The authenticated copy of layout plan of plots is attached herewith as **Annexure – C**. The Vendors/Developer have applied for,

and is granted due registration No._____ under the provisions of the Real Estate (Regulation and Development) Act' 2017, and the same is attached herewith as **Annexure – E**.

D. Purchaser Agrees to Acquire:

The Purchaser/s, after satisfying himself/herself/themselves as regards the title of the Vendors to the said property and rights of the Developer, 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/themselves as to the completion of various phases of work, and has now agreed to purchase the Open Plot No._____ as described in Schedule A written hereunder (herein after for the sake of brevity referred to as "the said plot"). The Purchaser has agreed to acquire Plot No.____ admeasuring _____ Sq. Mts., for the consideration and on the terms and conditions set out hereinafter. The said Plot No.____ agreed to be purchased by the purchaser in the layout plan annexed herewith as **Annexure – D**.

E. Inspection of Title Documents/Plans/Layouts:

The Purchaser has demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the layout plan, said plot prepared by the Developer's Architect Mr. Rahul Agarwala and sanctioned by the Competent Authority, and of such other documents 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 there under 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 has, prior to the execution hereof perused the Title Documents and Layout Plan of the said Project and the other documents and papers disclosed by the Developer and satisfied herself/himself/themselves about the title of the Vendors to the said Project land and/or all the rights of the Developer and its right receive money/s in the name of Developer and to sell the same on ownership basis. The Purchaser hereby confirms that the Developer have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser, and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors/Developer.

G. Consideration:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Developer herein to Purchase the said Plot No._____ admeasuring _____ Sq.Mts., in accordance with the approved layout of plots. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) and shall be deposited in RERA Designated Collection Bank Account No. 777705110990 in ICICI Bank, Civil Lines Branch having IFS Code ICIC0000059 situated at Nagpur. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 777705110991 and 777705110992 respectively.

the Purchaser has deposited a sum of Rs._____/- (Rs. _____ Only) to the Developer being part payment out of the lump sum total Sale Price of Rs._____/- (Rs. _____ Only) against and in consideration of the said Plot agreed to be sold by the Vendors/Developer to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Developer hereby acknowledge. The Purchaser has agreed to pay to the Developer, in the name of Developer the entire balance of the sale price in the manner as mentioned in Schedule B (Payment Schedule) hereunder written, and which payment is deemed to be the essence of these presents.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY 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 the Vendors/Developer have agreed to sell the said Plot No._____ admeasuring _____ Sq. Mts. and the right to construct as per sanction plans to the Purchaser for the lump sum consideration and on the terms and conditions set out herein after, and which Plot is more particularly described in the Schedule A.

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 Second Schedule written hereunder.

2. Consideration;

2.1 Lump Sum Consideration and Exclusions;

2.1.1. As mentioned above, the Vendors/Developer herein agreed to Sell to the Purchaser/s and the Purchaser/s has/have agreed to Purchase from the Vendors/Developer the said open plot at or for the mutually agreed lump sum consideration of Rs. _____/- (Rs. _____ Only) and as agreed the Purchaser/s shall make the payment of the same to the Developer in the name of M/s Sandeep Dwellers Pvt. Ltd. and the said consideration amount is excluding expenses for stamp duty and registration fees, etc. and all other taxes, expenses and also all other outgoings as mentioned herein below shall be paid by the Purchaser/s separately as agreed and specified.

2.1.2. The above-mentioned total price/consideration excludes Taxes viz. GST as the same is not applicable as per the prevailing laws and the Developer have not collected the same from the Purchaser. All/or any other taxes, premiums, charges which may be levied and / or payable, in connection with the Project payable by the Vendors/Developer up to the date of handing over the possession of the said Plot and/or if imposed in future, the same shall be borne by the Purchaser over and above the contracted amount. The Purchaser specifically agrees to pay to the Developer all such Taxes as and when demanded by the Vendors/Developer and shall always keep the Developer indemnified against the same.

2.1.3. The Purchaser agrees to pay the difference in case any of the taxes like Service Tax, VAT, GST, or any other Tax or premiums, whether included or excluded in the total price are increased prospectively or retrospectively with respect to the said Plot after the date of execution of this Agreement and shall always keep the Vendors/Developer indemnified against the same and undertakes not to raise any dispute or claims on this account with the Vendors/Developer before any forum and platform.

2.1.4. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said Notification/Order/Rules/Regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent s. The Developer will charge the Purchaser separately for any upgradation / changes specifically requested or approved by the Purchaser, which have been done on the Purchasers request but which have not been agreed upon herein or shown in the website of the registered authority.

2.1.5. The Developer may allow, at its sole discretion, a rebate for early payments of instalments payable by the Purchaser to the Developer by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Developer.

2.1.6. The Purchaser do hereby authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may at his sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust her/his payments in any manner.

2.2 Time Period For Possession;

2.2.1 The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of April 2030. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the unit with interest at the same rate as may mentioned in the clause herein from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Developer shall not deliver the actual physical possession of the said Plot to the Purchaser until the entire consideration including Legal Expenses, Stamp Duty and Registration Fees and taxes if so imposed with retrospective/prospective effect, etc. are paid by the Purchaser in full to the Developer.

2.2.2. The Developer shall be exclusively in-charge for carving out of the layout and

providing of the facilities as per the terms and conditions imposed by the competent authority without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any contract in respect of Plot, if made by the Purchaser shall be void and shall not be binding upon the Vendors.

2.2.3. The Vendors/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Plot to the Purchaser. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Plot until the allottee has paid all dues payable under this agreement in respect of the said Plot to the Developer.

2.2.4 DEFECT LIABILITY: In case any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the Vendors/Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of five years by the Purchaser from the date of handing over possession, under the Act. Howsoever for the purpose of defect liability on the Vendors/Developer, the date shall be calculated from the date of handing over possession to the Purchaser for fit outs and works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Plot/unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the Purchaser that any damage or change done within the unit sold or in the Plot/building/phase/wing done by him/them or by any third person on and behalf of the Purchaser then the Purchaser expressly absolves the Vendor/Developer from the same.

2.2.5. Time is essence for the Vendors/Developer as well as the Purchaser.

2.2.6. The Vendors/Developer hereby declares that the total land available for carving out saleable plot area is 11,880.846 Sq. Mts. and the Vendors/Developer reserves their right to get the layout plan revised in case if the occasion so arises and the Purchaser shall have no right to object to such revision.

2.2.7. If the Vendors/Developer fails to abide by the time schedule for handing over the Plot to the Purchaser, the Vendors agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payments which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer.

2.2.8. Without prejudice to the right of Developer to charge interest in terms of the agreement, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

outgoings) and on the Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement:

2.2.9. Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address / email address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted instalment/s along with interest payable thereon, as mentioned in the notice or such other amount with interest becoming due after issuance of the notice, to the Developer within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

2.2.10. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser, subject to deduction by way of liquidated damages as per MAHARERA plus the amount of interest chargeable at the rate prescribed under Clause No. 2.27 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination and after deducting the amount paid/deposited by the Developer with the authorities on behalf of the Purchaser.

Procedure for taking Possession–

2.2.11. The Vendors/Developer upon receipt of the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Plot to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendors/Developer shall give possession of the said Plot to the Purchaser.

2.2.12. The Purchaser hereby agrees not to occupy the said Plot without prior written permission of the Developer else Purchaser shall be treated as a trespasser.

2.2.13. The Vendors/Developer does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of GST, Service Tax, VAT, Sales Tax and all other Taxes and Cesses if applicable, that may be levied and payable at the time of Registration from the Purchaser, the Vendors/Developer will execute a proper Sale Deed of the Plot hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed in writing by the Purchaser and get the same shall be duly registered at the costs of Purchaser in accordance with the law in force.

2.2.14. On obtaining the proper Sale Deed relating of the said Plot of land hereby agreed to be sold, the same will be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein.

2.3 Delay in Handing Over Possession by Vendors;

2.3.1. It is agreed between the parties hereto that if the Vendors/Developer fails to give possession of the said plot in accordance with this agreement within the stipulated

period as mentioned in Clause 2.2.1 herein above or within mutually agreed period (and a period of three months thereafter) or if, If the Vendors and/or its agents for reasons beyond their control are unable to give the 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 then the Developer, without prejudice to the rights reserved hereunder, be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Plot with simple interest at the same rate as mentioned in this deed from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Failure of Purchaser to take Possession of Plot:

2.3.2. Upon receiving a written intimation from the Vendors/Developer as mentioned herein above, the Purchaser shall take possession of the Plot from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors/Developer shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time as stated herein, the Vendors/Developer shall not be responsible or liable to take care of the said Plot and the said Plot shall be left open at the costs and risk of the Purchaser.

3. Maintenance of the Plot/Layout;

Commencing the day after expiry of 15 day notice in writing is given by the Vendors/Developer to the Purchaser that the said Plot is ready for use and occupation, and the intimation is received by the Purchaser, the Purchaser hereby agrees and binds himself to pay to the Developer charges for common services if any.

3.1. The Purchaser shall protect the internal and approach roads of the layout and shall not dig the road without obtaining necessary permission from the competent authority and shall repair the same at its own costs and expenses.

3.2. The Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use or such other use as may be permissible in law but not for any immoral or illegal activities.

3.3. The Purchaser with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the Vendors/Developer as follows:

i. To make construction on the said Plot in accordance with the rules, regulations or bye-laws and not to change/alter or make addition in the Plot/construction without prior approval and consent of the local authorities.
ii. That even after taking over the actual possession of the Plot chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors/Developer in any way in carrying on and completing the work.
iii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous in nature or storing of which goods is objected to by the concerned local or other authority, and the Purchaser alone shall be liable for the consequences of the breach.
iv. That the Purchaser may have licensed and vaccinated pet/s in his/her Plot, but the Purchaser shall ensure that no pet/s is left open unattended in any common areas and so also the pets do not litter in any commons areas and further the pet/s should not cause any nuisance or disturbance to the other occupiers of the project.

v. In the event of the Purchaser committing any act in contravention to any of the provision of law, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in any portion of the project land.

vii. To bear and pay local taxes, water charges, electricity charges, NA assessment and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, directly to the concerned authority.

viii. Not to 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 Purchaser to the Vendors under this Agreement are fully paid up.

ix. THAT it is understood by the Purchaser that the Developer shall be entitled to display any type of Board, signs, banners etc. and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Developer shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the Vendor No.12.

x. That the Purchaser or his/her visitor/s shall not park any vehicle outside the plot area and the Purchaser shall ensure that the roads are not blocked in any manner for the purposes of ingress and egress of the other Plot Owners.

xi. The Purchaser agrees to incorporation of such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Plot Owners interse.

xii. THAT the Purchasers agrees that all the other spaces as have been sanctioned by the competent authority, shall be in exclusive possession of the Developer and the Developer alone shall be entitled to make use of the same in the manner as they may desire to do so and the Purchaser shall not be entitled to raise any claim, objection, etc. of whatsoever in nature.

4. Formation of Final Body of Purchaser;

4.1 Time period for the formation of association of allottees by whatever name called, are as follows:

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

The Vendors/Developer shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed, or in accordance with such other provisions of law, form such other body as may be deemed fit by the Vendors/Developer, of which all the Purchasers of Plots shall be bound to become and be admitted as members, and pay the necessary maintenance charges as set by the formed Society if any. Such application shall be made within a period of

three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout

4.2 Time period for execution of registered conveyance deed with the association of allottees by whatever name called, not being as per the mandate of Section 17 of the Act read with Rule 9 (2) of the Rules, the said mandate reads as follows:

Provided that in the absence of any local law conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

5. No Rights to Demand Sub-Division;

5.1. The Purchaser/s of the Plot/Plots agrees to be sold hereunder and all the other purchasers of plots in the said project land shall not have any right to make sub-division of the plot and shall always be subjected to the applicable rules, regulations and bye-laws.

5.2. Purchaser/s shall not have individual rights, title, claim or interest in respect of the amenity spaces, open spaces, internal roads and the said entire land and the rights of the Purchaser/s are confined only to the Plot 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 Vendors/Developer of all the plots on the said land, then in such case, the Vendors/Developer shall join in the Ultimate Body as members holding such unsold plots and as and when such plots are sold to third party, the third party shall be admitted in the Ultimate Body without charging any premium, transfer fees or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors/Developer hereby represents and warrants to the Purchaser as follows:

i. The Vendors have clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and the Developer has exclusive right to Develop the project land 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;
ii. That the Vendors has lawful rights and requisite approvals from the competent Authorities the right to Develop the project land and further the Developer has right to sell the Plot of the project land and to receive the amounts under this agreement in its name for and on behalf of the Vendors.
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report, or as mentioned in the preamble;
iv. 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;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and project land are valid and subsisting and have been obtained by following due process of law;

vi. The Vendors/Developer have 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 Purchaser under this Agreement, and The Vendors/Developer 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 Purchaser created herein, may prejudicially be affected;

vii. The Vendors/Developer confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;

viii. At the time of execution of the Sale Deed of the Plot in favor of the Purchaser, the Vendors/Developer shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Purchaser;

x. The Vendors/Developer have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of handing over of possession of the said Plot to the Purchaser.

xi. 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 project land) has been received or served upon the Vendors/Developer in respect of the project land and/or the Project except those disclosed in the title report.

xii. THAT the Vendors/Developer shall not be liable or responsible for loss or damage caused to the said Plot due to natural calamities like flood, earthquake, lightning, cyclone etc., nor shall be responsible for cause of damage due to public disturbances like riots.

xiii. After the Vendors/Developer execute this agreement, they shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Plot.

xiv. The Vendors/Developer shall obtain all such Insurance as may be notified, if applicable, by the Government of Maharashtra. The premium required to be paid for such Insurance, if any, shall be reimbursed by the Purchaser to Developer.

xv. Title of Land as a part of the Real Estate Project.

8. Payment of Stamp Duty and Registration Fees;

All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser. The expenses shall not be restricted to the proportionate stamp duty payable on the Deed of Conveyance of the said Project Land, which if required, may be executed by the Vendors/Developer in favour of the Association/Condominium/Society of all Purchasers in the said Project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. Address for Service;

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

_____ Name of Purchaser
_____ (Purchaser's Address)
Notified Email ID: _____

M/S. SANDEEP DWELLERS PRIVATE LIMITED,
3 B, "Gulmohar", Temple Road, Civil Lines, Nagpur – 440 001
Notified Email ID:info@sandeepdwellers.com

It shall be the duty of the Purchaser and the Developer 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 Developer or the Purchaser, as the case may be.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW:

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 Competent Civil Court at NAGPUR alone will have the jurisdiction for this Agreement.

14. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Vendors/Developer does not create a binding obligation on the part of the Vendors/Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Vendors/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Vendors/Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever, after deducting the liquidated damages as stipulated herein above.

Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Plot or any part thereof.

THAT the said project land is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other owners and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

23. FORCE MAJURE: Explanation - For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. Upon the registration of any real estate project as per Section 5 Read with Rule 3, the Authority shall issue to the Promoter a Registration Certificate with a project registration number, in Form “C”. The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc.

15. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

16. 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.

17. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

18. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Vendors/Developer at the Office of the Developer, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

19. The Purchaser and/or Vendors/Developer shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Purchaser and/or Vendors/Developer will attend such Office and admit execution thereof.

20. JOINT PURCHASERS: In case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

21. POWER OF ATTORNEY: That the power of attorney to present the document for registration/ admission, execution & verification by principal executants of Power of Attorney has not been cancelled for any reason whatsoever & that none of the executants of power of attorney are dead. Aforesaid power of attorney is completely valid and the present executant, on behalf of the Vendors is competent enough to execute the present sale deed or any other acts mentioned in the aforesaid Power of Attorney. That the Power of Attorney holder is aware of the fact that of any statement is found to be false therein, he shall be liable for prosecution u/s 82 of Registration Act, 1908.

22. THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and after reading and confirming the contents of the Agreement to be true and correct have signed this **AGREEMENT FOR SALE** at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO (THE PROJECT LAND)

All that piece and parcel of land bearing Kh.No.11-12/2 admeasuring 5A 31G (142,106.33 Sq. Ft.) CTS No.22, Sheet No.916/10 situated at Mouza Wanjara, Nagpur within the limits of Nagpur Municipal Corporation, Tahsil and Distt. Nagpur and bounded as under:

On the East : Kh.No.11-12/3
On the West : Nari Pandan (Nari Chi shiv)
On the North : Kh.No.10 of Shri Nathuji Umate
On the South : Kh.No.13

SECOND SCHEDULE ABOVE REFERRED TO

A. Description of the common areas provided:

Sr.	Type of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
NA	NA	NA	NA	NA

B. Facilities/ amenities provided/ to be provided within the Building and/or common area of the Building:

Sr.	Type of Facilities / Amenities Provided	Phase Name / Number	Proposed Date of Occupancy Certificate	Proposed Date of Handing over to the society	Size/ area of Facilities / Amenities	FSI Utilized or free of FSI
NA	NA	NA	NA	NA	NA	NA

C. Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr.	Type of Facilities / Amenities Provided	Phase Name / Number	Proposed Date of Occupancy Certificate	Proposed Date of Handing over to the society	Size/ area of Facilities / Amenities	FSI Utilized or free of FSI
1	Outer Compound wall	NIL	30/04/2030	30/04/2030	For the entire layout	Free of FSI
2	Internal Road Network	NIL	30/04/2030	30/04/2030	2887.047 Sqmt	Free of FSI
3	Sewage Network	NIL	30/04/2030	30/04/2030	For all plots	Free of FSI
4	Storm Water drain network	NIL	30/04/2030	30/04/2030	For all roads and plots	Free of FSI
5	Water Pipeline network	NIL	30/04/2030	30/04/2030	For all plots	Free of FSI
6	Sewage treatment Plant	NIL	30/04/2030	30/04/2030	25 sqm	Free of FSI
7	Transformer Yard	NIL	30/04/2030	30/04/2030	25 sqm	Free of FSI
8	Street Lights	NIL	30/04/2030	30/04/2030	For all roads	Free of FSI

9	Electrical Network	NIL	30/04/2030	30/04/2030	For all roads and plots	Free of FSI

D. The size and the location of the facilities/ amenities in form of open spaces (RG / PG etc.) provided/ to be provided within the plot and/ or within the layout.

Sr.	Type of open spaces (RG/PG) to be provided	Phase Name / Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of Handing over to the common organization
	Open Space 1	NIL	595.059	30/04/2030	30/04/2030
	Open Space 2	NIL	1160.465	30/04/2030	30/04/2030
	Total	NIL	1755.524	30/04/2030	30/04/2030

E. Details and specifications of the lifts:

Sr.	Type of Lift (Passenger/ Service/ Stretcher/ Goods/ Fire Evacuation/ Any Other	Total No. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)
NA	NA	NA	NA	NA

SCHEDULE '**A**'

Plot No._____ admeasuring _____ Sq. Mts. out of All that piece and parcel of land bearing Kh.No.11-12/2 admeasuring 5A 31G (142,106.33 Sq. Ft.) CTS No.22, Sheet No.916/10 situated at Mouza Wanjara, Nagpur within the limits of Nagpur Municipal Corporation, Tahsil and Distt. Nagpur (more particularly shown in the map annexed to this deed and the dimensions of plot as mentioned in the sanctioned layout map) and bounded as under:-

ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

SCHEDULE 'B'
PAYMENT SCHEDULE

The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment in the name of the Developer and hereby agrees to pay to the Developer the balance amount of Rs. _____/- (Rs. _____ Only) in the following manner:

i) Rs. _____/- (Rs. _____ only) agreed to be paid on or before _____.

ii) Rs. _____/- (Rs. _____ only) agreed to be paid on or before _____.

iii) Rs. _____/- (Rs. _____ only) agreed to be paid on or before _____.

iv) Rs. _____/- (Rs. _____ only) agreed to be paid on or before _____.

Rs. _____ (Rs. ___ Lakh _____ Thousand _____ Hundred and _____ Only)

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

Drafted by A. S. Mehadia, Adv.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**VENDORS THROUGH POWER OF ATTORNEY HOLDER** **(GAURAV ASHOK AGARWALA)**
02			**DEVELOPER THROUGH AUTHORIZED DIRECTOR** **(GAURAV ASHOK AGARWALA)** **DIRECTOR**
03			**( )** **PURCHASER**
04			**( )** **PURCHASER**

WITNESSES :-			
01			**( )** **WITNESS NO.1**
02			**( )** **WITNESS NO.2**