

AGREEMENT OF SELL

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(IN WORDS :- -----)

MARKET VALUE RS. -----/-

(Item No. ,Page No. of Mouza –Vela Harishchandra @ Rs -----/-)

Stamp duty -----/- Registration charges Rs.-----/-

(For Flat/Row No. --- Area ----- Square Meteres, in Kh. No. 35(Part) Vela Harishchandra, Nagpur.)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this 29 Oct 2020,
BETWEEN:

SHREE SIDDHESHWAR INFRAVENTURES PVT.LTD, a registered PVT. Ltd. firm, having its office Manewada Cement Road, Nagpur-440027, **Income Tax PAN AATCS9773N** and acting through its Directors 1) **Shri. Rahul S/o Sudhakar Rao Zade (PAN: AAFPZ7991N)**, aged about 40 yrs. Occupation: Business. 2) **Shri. Varun S/o Sudhakar Rao Zade, (PAN: AADPZ3326P)** aged about 38 years. Occupation –Business, Both R/O Somwari Quarter Nagpur. hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR**, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

SHRI -----, Aged about ----- years, Occupation: -----
---- Income Tax PAN No. ----- Aadhar card No ----- Resident of
C/O. -----

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

1	HISTORY
	The Vendor/ Promoter hereinabove named is owns and possess and in possession of the property comprising ALL THOSE Pieces and Parcels of Land bearing admeasuring 2.48 Hectors (6.128 Acres) bringing Khasara No. 35, P. H. No. 38, Land Revenue Rs. 9.95 yearly, held in class -1 Rights, Together with all trees shrubs, passage, Right of Way Path and Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Vela Harishchandra in Tahsil Nagpur (Rural), Dist. Nagpur. WHEREAS above said property was originally belonged to Shri. Gulabrao Lahanuji Dhabre. On dated 02/08/2006 Sau. Kiran W/o Ashokrao Dhawad had purchased the same by Registered Sale Deed which duly registered before Sub Registrar Nagpur Rural, at Sr.No. 3910/2006. WHEREAS, thereafter SHREE SIDDHESHWAR INFRAVENTURES PVT.LTD, through its directors 1) Shri. Rahul S/o Sudhakar Rao Zade, 2) Shri.Varun S/o Sudhakar Rao Zade, has purchased same by way of Registered Sale Deed duly registered before Sub Registrar Nagpur Rular, at Sr.No. 5269/2019, Dated 29/05/2019 and became absolute owner of above said property. WHEREAS, aforesaid transaction are duly recored in the all record of right i.e. in the records of 7/12 extract and further recorded in the Grampanchayat Vela Harishchandra and the name of SHREE SIDDHESHWAR INFRAVENTURES PVT.LTD, through its directors 1) Shri. Rahul S/o Sudhakar Rao Zade, 2) Shri. Varun S/o Sudhakar Rao Zade. ANNEXURE-“B”
	N.A. PERMISSION:
	The aforesaid Khasra no: 35(PART) of MOUZA – VELA HARISHCHANDRA, are converted for Non Agricultural (Residential) use by the collector.
	LAY-OUT SANCTION
	For the purpose of development of said land the aforesaid Vendor/ Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority (NMRDA) With several terms and conditions contained therein In the terms of the said Agreement, the Executive Engineer Nagpur Metropolitan Region Development Authority Nagpur has recommended and approved Kh

	No.35(part) In Group Housing Scheme vide its Letter No. E.E.1/NMRDA/DPC/Agree/264 Dated 24/02/2020.
	REAL ESTATE PROJECT NAME
	The said Real Estate Project is integrated project consist of Housing and plotted. Kh No. 35 (part) is purely a Housing Development Project Consist Of Row House ,Flats & Shops and shall be known and styled as “ SHREE SIDDHESHEWAR NAGAR-2 ” (Hereinafter referred to as the “Project”)
	ADDRESS:
	Khasra No. 35(part) of MOUZA-VELA HARIHARISHCHANDA, Tah- Nagpur(Gramin), Dist- Nagpur.
	ARCHITECT
	The Vendor/ Promoter has appointed Architect Mr. C.D.Giripunje having its office at “ VISTAAR ” Flat No. 106, Ground Floor, Shrila Apartment, behind Batukbhai Jewelers, Khare Town, Dharampeth, Nagpur.
	AMENITY SPACE/PUBLIC UTILITY PLOT
	Open Space of 1207.366 Sq.mtrs, Amenity Space of 1206.990 Sq.mtrs is provided in the said layout.
	COMPLIANCE OF REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016
	The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017 “ SHREE SIDDHESHWAR NAGAR-2 ” is duly register with the said Authority vide Registration No. ” ANNEXTURE- F ”
	INSPECTION OF ALL DOCUMENTS BY ALLOTTEE/PURCHASER
	On demand from the Allottee/Purchaser, Vendor/Promoter has given inspection to the Allottee/Purchaser of all documents of title relating to the project land all sanction plans, Bulidngs Plans & all documents relating to sanctioned of Project form NMRDA & All Concern Authority, plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulation made there under.
	INTEREST SHOWN BY THE ALLOTTEE/PURCHASER
	Allottee/purchaser was in search of Flats/Row House in vicinity of village – Vela Harishchandra and that is when she/he came to know about the said project of the Vendor/ Promoter. Allottee/Purchaser Contact to Vendor/Promotor & On the request of Allottee/Purchaser Vendor/ Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee / Purchaser, the Allottee / Purchaser has himself inspected all original legal documents, all original

	sanctioned plans of the said project and thereafter Allottee/Purchaser has conveyed his readiness and willingness to purchase the Flats/Row House out of the project (Layout) known as “ SHREE SIDDHESHWAR NAGAR-II ” 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 ’
	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 Flats/ Row House
	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.
	REGISTRATION OF AGREEMENT:
	As per Section 13 of the Real Estate Regulation Act, the Vendor/ Promoter is required to execute a written agreement with the Allottee / Purchaser for the sale in respect of the said Flats/ Row House and therefore, Vendor/ Promoter and the Allottee/ Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar office, within a time limit prescribed under the Registration Act.
	ENTIRE AGREEMENT:
	That the said Property is believed and shall be taken correctly describe in the schedule hereunder written and if any misstatement error, or omission shall be discovered the same shall not annul this agreement nor shall any compensation be allowed in respect thereof to the purchaser, but all the same such misstatement, error, or omission will always be subject to correction by the parties hereto. This Agreement along with its schedule and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Flats/ Row House
	<u>NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-</u>
	Obligation of the Vendor / Promoter:
	(1) Said Flats/ Row House:-
	As per the interest shown by the Allottee / purchaser in above mentioned clause, the Vendor/ Promoter has agreed to sell the Flats/ Row House 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 & Buildings Plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permission as mentioned above.
(4)	POSSESSION DATE OF THE Flats/ Row House
	1) That the Allottee/Purchaser hereby agree not to occupy the said Flat/ Row House without prior written permission of the Vendor/Promoter else Allottee/Purchaser shall be treated as a trespasser. The Vendor/Promoter hereby assures that they shall give possession of the said Flats/Row to the Allottee/Purchaser at the time of Registration of Sale Deed. Provided further that the Vendor/ Promoter shall not execute the Sale Deed of Flats/Row & shall not deliver the actual physical possession of the said Flats/Row to the Allottee/Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees, G.S.T. etc. and all other dues 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 Flats/ Row House 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. (iii) Delay in obtaining Government Statutory permissions and compliances therefore including , Buildings Plans , Occupancy Certificate & Completion Certificate
	(5) Common Amenities and Facilities :
	It is clearly made known to the Allottee /Purchaser that the Common Amenities and 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 / and the entitled/ Nagpur Metropolitan Region Development Authority Nagpur (NMRDA) of the same, shall always be subject to such terms and condition imposed by the Planning Authority/ Nagpur Metropolitan Region Development Authority Nagpur(NMRDA). As per Nagpur Metropolitan Region Development Authority Nagpur (NMRDA) has sanctioned Kh.No. 35 (Part) has amenity space is 1206.990 Sq.mtrs and Open Space of 1207.366 Sq.mtrs therefore Amenity facility available commonly used for whole integrity project i.e. for Kh. No. 35.(Part)

	(6) Formation of legal entity :
	The Vendor/ Promoter hereby assure that it will form Co- operative Society for the Flats/ Row House Owners of said Lay-out. However, any dealay towards affixing singnature of Allottee/ Purchaser,s on such society formation documents and procedural delays on account of Co- operative department will not be to the account of the Vendor/ Promoter.
	Obligation of the Allottee/Purchaser
	(1) Specific consent (along with this agreement):
	In accordance with sub rule (4) of Real Estate Regulation Rules, 2017, the Allottee/ Purchaser hereby gives specific consent to the local authorities and also to the Vendor/ Promoter and has No. Objection against the Vendor / Promoter for the following: • To develop project as per potential layout annexed herewith as Annexure C. • Change in layout plans & Buildings Plans due to instructions received by local authority. • Amalgamation of adjoining land and preparation of new layout (if needed), amalgamation of Amenity Space & Open Space with adjoining Land or Layout • Change of plans of amenity Plot / Open Space of the Lay-out. • All Major & Minor Changes additions, alteration, in layout Plan. Buildings Plans
	(2) Consideration Amount:
	After due discussions, diligence and negotiations between the Vendor/ Promoter and the Allottee/ Purchaser, the Allottee/ Purchaser hereby agree to purchase from the Vendor/ Promoter and the Vendor/ Promoter agrees to sell to the Allottee / Purchaser the said Flats/Row for a lump sum consideration to be paid by the Allottee / Purchaser to the Vendor/ Promoter towards the said Flats/Row House within months & As Per The Stages Mentioned In Schedule D from this agreement date 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) Taxes & Duties:
	The Allottee / Purchaser hereby agrees and accepts that the Consideration Amount excluded expenses for stamp duty, registration fees , & G.S.T. or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. This shall be paid by Allottee / Purchaser separately. That the Alottee/Purchaser shall individually pay all corporation taxes or Grampanchayat taxes,

	and sesses etc. as may be levied on the Flats/Row House chosen by Alotee/Purchaser with effect from the date of registration of the Sale Deed or from the date of taking over actual possession thereof which ever may be earlier. That all expenses an account of preparation of all kind of documents, cost of Stamp duty, Registration Fees, G.S.T. & all other charges including lawyer Fees payable in respect thereof have been agreed to be borne and paid by the alotee/Purchaser.
	(5) Maintenance of the Project:
	The said Lay-out will be maintained by the Association / Society of plot Owners by Collecting Layout Maintenance Charges of Lay-Out Rs.----- (Rupees -----) and Club House maintenance & Membership charges of Rs. ----- (-----) The amount of said charges total Rs.----- (-----) will be deposited in respective Society. In no circumstances the Vendor / Promoter will be liable for Maintenance of said Lay – out
	(6) Sub- let, transfer of rights:
	The Allottee/ Purchaser shall not let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flats/ Row House before the sale deed & until all the dues payable by the Allottee / Purchaser to the Vendor/ Promoters under this Agreement are fully paid up.
	(7) 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 Flats/ Row House, in case of a transfer, as the said obligations go along with the Flats/Row for all intents and purposes.
	(8) Abiding by Society bylaws or regulations:
	The Allottee / Purchaser shall observe and perform all the rules and regulations which the Co- operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Lay- out and for observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and public bodies.
	General/ Miscellaneous stipulations:
	(1) Time Extension:
	The Vendor/ Promoters 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 /Court c. Delay in issuance of Release Letter/Occupancy Certificate & completion

	Certificate due to reason/s not attributable to the non compliance of the Vendor / Promoter.
	(2) Change in consultants:
	The Vendor/Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	(3) 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 terminate this agreement by deleting 10% of the Consideration Amount towards liquidated damages and other administrative expenses. balance amount (If any) shall be refunded after the Flats/Row has been booked by other Allottee/Purchaser. 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 and G.S.T. etc. which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost
	(4) 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 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (If any) shall be refunded after the Flats/ Row House has been booked by other Allottee/Purchaser. In the event of cancellation by Allottee/Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty, registration charges & G.S.T. etc. which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(5) NOTICES :
	That all notices to be served on the Allottee/ Purchaser and the Vendors / Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Vendors/ Promoters by Registered Post at their respective addresses specified below: Name of Allottee/ Purchaser: Name of Vendor/Promoter: SHREE SIDDHESHWAR INFRAVENTURE PVT.LTD. Address: Manewada Cement Road, Nagpur-440027. It shall be the duty of the Allottee / Purchaser and the Vendor/ Promoter to inform each other of any change in address subsequent of 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 Vendor/ Promoter or the Allottee/ Purchaser, as the case may be.

	(6) Advertisement / Prospectus:
	It is specifically understood and agreed by the Allottee / Purchaser that the prospectus other advertising material published by the Vendor/ Promoters from time to time in respect of the project contain various feature such as plantation, colors, furniture etc and the same shall not be considered in any manner as agreement between Vendors/Promoters and Allottee/Purchaser. The details mentioned only in Schedule C hereunder are considered as final, definitive duly negotiated and binding between the communication.
	(7) ENTRY OF VENDOR/PROMOTERS STAFF IN LAY-OUT/BUILDINGS, APARTMENT,FLAT,ROW HOUSE
	The Allottee/ Purchase shall permit the Vendor/Promoters 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 BUILDINGS, APARTMENT,FLAT,ROW HOUSE or part thereof to view, examine, To work, and/or otherwise required to maintain and preserve the state and condition thereof.
	(8) MOVEMENT OF MEN AND MATERIAL
	The Allottee/ Purchase is well aware that the Vendor/Promoter will complete development works of said Buildings as mentioned in Schedule . The Allottee/Purchaser assures that after possession of the said Flats/Row House she/he not cause any hindrance/obstruction objection to the movement of men and machinery required for the future works In BUILDINGS, APARTMENT,FLAT,ROW HOUSE
	(9) WATER CONNECTION AND CHARGES:
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Improvement Trust (NIT)/ Nagpur Metropolitan Regional Development Authority (NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or well. The Vendor/Promoters will only create suitable infrastructure for supply of raw water.
	(10) DISPUTE RESOLUTION: THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur Only. 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
	SCHEDULE -A (SAID ENTIRE PROJECT LAND)
	ALL THOSE Pieces and Parcels of Land bearing admeasuring 2.48 Hectors (6.128 Acres) (24800 Sq.Mtr.) out of proposed land for Plotting 11165.733 Sq.Mtr. bringing Khasara No. 35(Part), P. H. No. 38, Land Revenue Rs. 9.95 yearly, held in class -1 Rights, Together with all trees shrubs, passage, Right of Way Path and Water courses and all other easementary rights appurtenant and belonging thereto, situated at

	Vela Harishchandra in Tahsil Nagpur (Rural), Dist. Nagpur. <u>BOUNDARIES OF KHASRA NO 35 (PART)</u> ON THE EAST: Kh No.34 ON THE WEST: Kh.No.35 (PART) ON THE NORTH: Kh No.33/2 ON THE SOUTH: Kh.No36
	SCHEDULE –B (SAID Flats/ Row House)
	ALL THAT Piece and Parcel of land bearing Flat / Row House NO. (-----) containing by admeasurements (----- SQ. Mt.) (----- Sq.ft) out of the layout carved on the land described in Schedule – A and known and styled as “ SHREE SHIDDESHWAR NAGAR-2” and the said plot is bounded as under:- ON THE EAST : ON THE WEST : ON THE NORTH : ON THE SOUTH :
	SCHEDULE-C DEVELOPMENT WORK OF THE PROJECT 1) Cement Concrete Road 2) Pever Blocks 3) Sewerage Line 4) Strom Water Drainage Line 5) Water Pipe Line 6) Open Space Compound Wall 7) Sewage Treatment Plant 8) Rain Water Harvesting Chamber 9) Electric Network with Transformer 10) Street Light Specifications of Building
	SCHEDULE-D (PAYMENT SCHEDULE)

IN WITNESS WHEREOF 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. Only for Kh. No. 35 (Part) (SHREE SIDDHESWAR NAGAR II

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR “ SHRRE SHIDDHESHWAR INFRAVENTURE” PVT LTD 1)Shri.Rahul Sudhakar Zade (<u>VENDOR/PROMOTER</u>)
02			2)Shri. Varun Sudhakar Zade (<u>VENDOR/PROMOTER</u>)
03			(<u>ALLOTTEE/PURCHASER</u>)
WITNESSES			
01			AADHRA NO.
02			

			<u>AADHAR NO.</u>
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LIST OF ANNEXURES

ANNEXURE-“A”

Title Report/Title Certificate

ANNEXURE-“B”

7/12 Extract

(Authenticated copies of Property card of extract village forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor to the project land)

ANNEXURE-“C”

(Authenticated copies of the Layout& Building Plans as approved by the concerned Local Authority.)

ANNEXURE-“D”

(Authenticated copy of the approved layout & Building Plans, subject matter of these presents & Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.)

ANNEXURE-“E”

(List of Common Areas and Amenities to be provided under this presents.)

ANNEXURE-“F”

(Registration Certificate of the Project granted by the Real Estate Regulatory Authority)