

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

THIS **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this day of **2025** BY AND BETWEEN:

M/s. ARA BUILDCON (Income Tax Permanent Account No. **ACEFA4386R**) a Registered Partnership Firm, having its Registered Office at N-103-104, Laxmivihar Apartments, Beside Hotel Airport Center Point, Wardha road, Somalwada, Nagpur-440025 acting through its Authorized Partner **SHRI. ATUL S/o PREMCHAND TAJPURIYA**, Aged about 47 Years, Occupation–Business and Agriculturist, Aadhar Unique Identity No. 2703 6453 2772, Mobile No. 9822471275, Resident of 601, Suryakiran Complex, In front of V.N.I.T. College, Bajaj Nagar, Nagpur-440010, hereinafter called the **“VENDOR/PROMOTER”**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **“PARTNERSHIP FIRM and its PARTNER”**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

IN FAVOUR OF

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

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

WHEREAS the VENDOR/PROMOTER is the sole and exclusive owner of ALL THAT Piece and Parcel of land admeasuring about 3.24 Hectares (i.e. 8.00 acre), being the EASTERN PORTION of the entire land bearing Khasra/Survey/Gut No. 238 of MOUZA–JAMTHA, P. S. K. 42, having a total area of 11.18 Hectares, Land Revenue Rs. 47.40 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, Situated at Village–Jamtha, Nagpur in Tahsil–Nagpur (Rural) and District–Nagpur-441108; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, P. S. K. 42, having an area of 11.18 Hectares, Land Revenue Rs. 47.40 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, Situated at Village–Jamtha, Nagpur in Tahsil–Nagpur (Rural) and District–Nagpur, belonged to Shri. Bajirao Fakiraji Dhage, being his separate property and the same is accordingly recorded in the Revenue Record; AND

WHEREAS the aforesaid (i) Shri. Bajirao Fakiraji Dhage, (ii) Shri. Marotrao Bajirao Dhage and (iii) Shri. Natthu Bajirao Dhage later on executed a Partition Deed on 08-05-1968 for property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, P. S. K. 42, having an area of 11.18 Hectares, Land Revenue Rs. 47.40 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, Situated at Village–Jamtha, Nagpur in Tahsil–Nagpur (Rural) and District–Nagpur and in terms of which the aforesaid property comprising Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, having an area of 11.18 Hectares came to the share of Shri. Marotrao Bajirao Dhage and the said Partition Deed is duly registered in the Office of the Sub-Registrar Nagpur, in Additional Book No. 1, bearing Registration No. 2666-1968 on even date, absolutely forever with heritable and transferable rights therein and the same is accordingly recorded in the Revenue Records; AND

WHEREAS during his life time the aforesaid Shri. Marotrao Bajirao Dhage executed his LAST WILL AND TESTAMENT on 23-11-1998 and thereby he bequeathed the property comprising (a) North-East Portion of Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, having an area of 9.28 Hectares to his Son Namely Shri. Abhimanyu Marotrao Dhage **and** (b) Southern Portion of Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, having an area of 10.00 Hectares to his Son Namely Shri. Raju Marotrao Dhage **and** (c) Western Portion of Khasra/Survey/Gut No. 238 (Old Khasra/Survey/Gut Nos. 129/2 and 154) of MOUZA–JAMTHA, having an area of 3.00 Hectares to his Son Namely Shri. Moreshwar Marotrao Dhage. The said Will Deed was duly registered in the Office of the Sub-Registrar Nagpur in Additional Book No. 4, Volume No. 2, Pages 88 to

95, bearing Registration No. 4 (Ch) on even date and the same is accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid Shri. Raju Marotrao Dhage left for heavenly abode on 15-09-2020 consequent upon his death/demise the aforesaid property devolved upon his widow namely Smt. Kunda wd/o Raju Dhage and Two Sons namely (1) Shri. Pawan Raju Dhage and (2) Shri. Kartik Raju Dhage, by way of intestate succession, being the only legal heirs of the deceased Shri. Raju Marotrao Dhage and the same is accordingly recorded in the Revenue Records; AND

WHEREAS the aforesaid (1) Smt. Kunda Raju Dhage, (2) Shri. Pawan Raju Dhage and (3) Shri. Kartik Raju Dhage later on transferred/sold the property comprising ALL THAT Piece and Parcel of land admeasuring about 3.24 Hectares (i.e. 8.00 acre), being the EASTERN PORTION of the entire land bearing Khasra/Survey/Gut No. 238 of MOUZA–JAMTHA, P. S. K. 42, having a total area of 11.18 Hectares, Land Revenue Rs. 47.40 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, Situated at Village–Jamtha, Nagpur in Tahsil–Nagpur (Rural) and District–Nagpur, by way of Sale to **M/s. ARA BUILDCON** Partnership Firm through Authorized Partner **SHRI. ATUL PREMCHAND TAJPURIYA**, by a Sale Deed Dated 29-02-2024, Which is duly Registered at the office of the Sub-Registrar Nagpur-07, in Additional Book No. 1, bearing Registration No. 2841-2024 on 01-03-2024. The said Sale Deed is duly signed by (1) Shri. Moreswar Marotrao Dhage and (2) Shri. Abhimanyu Marotrao Dhage, in the capacity of Consenters. As a result therefore the aforesaid **M/s. ARA BUILDCON** Partnership Firm through Authorized Partner **SHRI. ATUL PREMCHAND TAJPURIYA**, has now become an exclusive, absolute and full owner of the aforesaid non-agriculture land comprising Khasra/Survey/Gut No. 238 of MOUZA–JAMTHA, having an area of 3.24 Hectares (i.e. 8.00 acre) with heritable and transferable rights therein and same is accordingly recorded in the Revenue Record vide Ferfar Entry No. 10515, Dated 01-08-2024; AND

WHEREAS the aforesaid said land bearing Khasra/Survey/Gut No. 238 of MOUZA–JAMTHA is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur, vide his Order Dated _____ passed in Revenue Case No. _____; AND

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

THAT the Nagpur Metropolitan Region Development Authority, Nagpur has Finally sanctioned the residential Lay-out carved on the said entire land of Khasra/Survey/Gut No. 238 consisting of various residential Lay-out plots vide Letter bearing No., Dated

THAT the VENDOR/PROMOTER decided to develop the aforesaid land of Khasra/Survey/Gut No. 238 of MOUZA–JAMTHA into a residential Layout on the said land and applied to Collector, Nagpur for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. _____/NAP-34/Mouza–Jamtha/_____/2024-25, dated _____ and the Layout on the said land is also recommended for final approval by the Executive Engineer, NMRDA, Nagpur vide letter No. dated The said Layout is sanctioned as Residential Lay-out and the same is known and styled as **“MAHALAXMI NAGAR-42”**.

THAT the VENDOR/PROMOTER has agreed to develop the Layout as per the drawing, designs and specification to be approved by the Executive Engineer, NMRDA;

THAT the Allottee/Purchaser was in search of residential Plot in vicinity of Village–Jamtha and that is when she/he came to know through Real Estate Agent _____ having Maha RERA Certificate No. _____ about the said project of the Vendors/Promoters. The Vendors/Promoters has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the **Plot No. _____** out of the project known as **“MAHALAXMI NAGAR-42”**.

“15 A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges of services/ brokerage to the said registered Real Estate Agent shall be paid by the promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.”

THAT the ALLOTTEE/PURCHASER hereinabove being interested to own one of the Residential Plot in the said Layout, approached the VENDOR/PROMOTER herein and visited the office of the VENDOR/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and VENDOR/PROMOTER authority and right to develop the said land and to sell the various residential Layout plots to the prospective buyers;

THAT the ALLOTTEE/PURCHASER/S here-in-above approached to the VENDOR/PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said Layout known and styled as **“MAHALAXMI NAGAR-42”** and has agreed to pay the cost of developed plot to the VENDOR/PROMOTER; AND

B. TITLE CERTIFICATE: The title of the Owner/Promoter is duly verified through their Advocate Yogesh S. Gonnade and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A"**.

C. EXCLUSIVE RIGHT TO SALE AND DEVELOP: In the circumstances, the Owner/Promoter 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 Owner/Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the same is attached hereto as **Annexure-F**.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-"A"** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No. _____** as specified in Schedule "A" written (hereinafter for the sake of brevity referred to as the "said Plot"). The Purchaser/s has/have agreed to acquire **Plot No. _____** admeasuring about _____ **Sq. Mtrs. (OR _____ Sq. Ft)**, at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the SCHEDULE hereunder written and marked in Red on the Plan Scheme "B".

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the Owner/Promoter and the Owner/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER: The Purchaser/s has/have before the execution hereof, had the title of the Owner/Promoter thereto independently verified through the Legal Counsel/Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances and is clear and marketable.

G. CONSIDERATION: After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter 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 Owner/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule-B** hereunder written and which payment is deemed to be the essence of these presents;

H. The Allottee 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. 1047102000008976 IDBI Bank, having IFS Code IBKL0001047, Situated at Plot No. 1B, Ward No. 75, Opp Hotel Airport Centre point, Wardha Road Nagpur-440025. 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. 1047102000008983 and 1047102000008969 respectively.

(Note For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three-bank account of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.) Allottee hereby agrees to pay to that Promoter the said balance amount in following manner: -

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

1. PURCHASE AND SALE OF THE PLOT: -

1.1: - The Purchaser/s has/have agreed to acquire and Owner/Promoter has agreed to sell the said Open **Plot No.** _____ admeasuring _____ **Sq. Mtrs.**, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule-A and specified in Plan Schedule-B hereunder written;

1. 2: - The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure _____ hereunder written;

2. CONSIDERATION: -

2.1: - LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Promoter the said open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of **Rs.** _____ (**Rupees** _____ **Only**) and the Purchaser shall make the payment of the same in the name of “**ARA BUILDCON**” or such other name as may be specified from time to time

by the Owner/Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1: - The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDOR/PROMOTER in the manner stipulated in **Schedule-B**. That the VENDOR/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2: - It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

2.2: - TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Promoter before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) two months {(u/s 19(10))} of the Owner/promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.2.1: - Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –

- (i) War, civil commotion/pandemic or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

2.2.2: - That, the VENDOR/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDOR/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/PROMOTER.

2.2.3: - The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential/legal Purposes.

2.3: - DELAY IN HANDING OVER POSSESSION BY Owner/PROMOTER/CONSENTING PARTY:

It is agreed between the parties hereto that if the Owner/Promoter 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 Owner/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made there under, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT:

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

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Promoter shall on execution of registered agreement for sale by 51% purchaser from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owner/promoter and Owner/promoter of which all the purchaser of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION:

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

Purchaser shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the right of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favor of the Ultimate Body before the disposal by the Owner/Promoter of all the plots on the said Land, then in such case the Owner/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Promoter, the Ultimate Body shall admit as members the Purchaser of such plots without charging any premium, transfer free, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

(a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The promoter have also obtained the necessary N. A. permission from competent authority;

(b) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there is no prohibitory order for transfer of the Plot.

(e) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wings shall be obtained by following dues process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(g) The Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the

Promoter in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter or Consenting Party in favor of the Association/Condominium/Society of all Plot purchaser in the said project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

10. FURTHERE ASSURANCES:

Both Parties agree that they shall execute acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. ADDRESS FOR SERVICE:

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

Name of Allottee/Purchaser:
(Allottee's Address):
Sellers Name: **ARA BUILDCON,**
(Seller's Address): Registered Office at N-103-104, Laxmivihar Apartments,
Beside Hotel Airport Centre Point, Wardha road,
Somalwada, Nagpur-440025
Notified Email: maalaxmidevelopers14@gmail.com.

It shall be the duly of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address

by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

13. GOVERNING LAW:

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

SCHEDULE-A
(SAID ENTIRE PROJECT LAND)

ALL THAT Piece and Parcel of land admeasuring about 3.24 Hectares (i.e. 8.00 acre), being the EASTERN PORTION of the entire land bearing Khasra/Survey/Gut No. 238 of MOUZA-JAMTHA, P. S. K. 42, having a total area of 11.18 Hectares, Land Revenue Rs. 47.40 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, Situated at Village-Jamtha, Nagpur in Tahsil-Nagpur (Rural) and District-Nagpur and the said land is bounded as under-

- ON THE EAST - BY KHASRA/SURVEY/GUT NO. 237/A/1,
- ON THE WEST - BY REMAINING PORTION OF KHASRA/SURVEY/GUT NO. 238,
- ON THE NORTH - BY 18.00 MTRS. DP ROAD AND KHASRA/SURVEY/GUT NO. 278,
- ON THE SOUTH - BY KHASRA/SURVEY/GUT NOS. 239 AND 240.

ALL THAT Piece and Parcel of land bearing Plot No. _____, admeasuring about _____ Sq. Mtrs. (Dimensions are as shown in the plan annexed herewith) being portion of Layout known and styled as “MAHALAXMI NAGAR-42” carved on ALL THAT Piece and Parcel of land bearing Khasra/Survey/Gut No. 238 of MOUZA-JAMTHA, held in Occupant Class-1 rights, Situated at Village-Jamtha, Nagpur, Within the limits of Nagpur Metropolitan Region Development Authority, Nagpur and Grampanchayat Jamtha in Tahsil-Nagpur (Rural) and District-NAGPUR and the same is bounded as under: -

- ON THE EAST : _____,
- ON THE WEST : _____,
- ON THE NORTH : _____,

ON THE SOUTH : _____.

Second schedule above referred to the nature, extent and description of common areas and facilities,

A) Description of the common areas provided:

	Types of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/ area of the common areas provided
	BM + SDBC Tar Road	NA	NA	NA
	Sewage Line		10-02-2030	10-02-2030
	Strom Drainage Line		10-02-2030	10-02-2030
	Water Pipe Line	NA	NA	NA
	Open space Compound wall		10-02-2030	10-02-2030
	Sewage Treatment Plant		10-02-2030	10-02-2030
	Rain Harvesting Chamber	NA	NA	NA
	Electric Network with Transformer		10-02-2030	10-02-2030
	Street Light		10-02-2030	10-02-2030
	Common Lay-out fencing with barbet wire & Cement Concrete Poll Common Entrance Gate		10-02-2030	10-02-2030

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 and instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written

Only for **KHASRA/SURVEY/GUT NO. 238, “MAHALAXMI NAGAR-42”**, PLOT NO.

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE AND FULL NAME
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01			FOR M/s. ARA BUILDCON THROUGH (ATUL PREMCHAND TAJPURIYA) <u>Authorized Partner</u> <u>SELLER/PROMOTER</u>
02			() <u>ALLOTTEE/PURCHASER</u>
<u>WITNESSES: -</u>			
I			 <u>WITNEESS NO. 1</u>
II			 <u>WITNEESS NO. 2</u>

SCHEDULE- “B”
MANNER OF PAYMENT

Amount Rs.	CH. No./UTR No.	Date	Bank
	AMOUNT RECEIVED		

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____ Only) in the following manner:

Amount Rs.	Payable on or before
	TOTAL AMOUNT

“LIST OF ANNEXES”

- Annexure “A”

:

Title Certificate.
- Annexure “B”

:

7/12 Extract.
- Annexure “C”

:

Approved Layout of Plots.
- Annexure “D”

:

Authenticated Copy of the approved layout
Showing the specific plot, subject matter of
these presents.
- Annexure “E”

:

List of Common areas and Amenities to the
Provided under this presents.
- Annexure “F”

:

Registration Certificate of the Project granted by
The Real Estate Regulatory Authority.
- SCHEDULE–B

LAYOUT OF SAID PLOT
- SCHEDULE–E

MANNER OF PAYMENT