

AGREEMENT TO SELL FOR RS. _____ /- ONLY
(RUPEES _____ ONLY)

THIS DEED OF AGREEMENT is made on this ____ Day of OCTOBER, 2021 BETWEEN (1) **SHRI. GORAKHNATH S/o PUNDLIKRAO CHOUDHARY (PAN – ADTPC4783E)(Aadhar No. 7643 2693 9717)**, Aged 57 Years, Occupation – Business, Resident of 217/9 Circuse Ground raod, Ramnagar, Wardha, Tahsil and District – WARDHA; 442001 (Mob. No. 9372910107) (2) **SHRI. PRADIP S/o DEVIDAS RITHE, (PAN – AIAPR6142E)(Aadhar No. 9248 1191 7803)**, Aged 53 Years, Occupation – Business, Resident of Swagat colony Karla Road, Wardha-442001, Tahsil and District – WARDHA; 442001 (Mob. No. 9850826291) (3) **SHRI. HOMESHWAR S/o VASANTRAO THAMEKAR, (PAN – AEJPT8110K) (Aadhar No. 7427 3129 0860)** Aged 49 Years, Occupation – Business, Resident of Rajkala Tokise road, behind Jain Hospital, Ramnagar, Wardha-442001, Tahsil and District – WARDHA; 442001 (Mob. No. 9822927955) AND (4) **SHRI. GAJANAN S/o TIMAJI GURNULE, (PAN – BCLPG6966P) (Aadhar No. 5925 2475 8873)** Aged 58 Years, Occupation – Business, Resident of Sawangi (Meghe), Tahsil and District – WARDHA,442001 (Mob. No. 9822946634) AND (5) **SHRI. RAJKUMAR S/o RAMRAOJI DESHMUKH, (PAN – AGFPD8831P) (Aadhar No. 4789 7816 0049)** Aged 59 Years, Occupation – Business, Resident of Swagat colony Karla Road, Wardha-442001, (Mob. No. 9822563343) hereinafter called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDORS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

Contd. . .

SHRI. _____ S/o _____, (PAN - _____) (Aadhar No. _____) Aged _____ Years, Occupation - _____ Resident of _____, Nagpur, Tahsil and District - NAGPUR, hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context of meaning thereof always mean and include the said **PURCHASER**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS ALL THAT Agricultural land bearing Kh. No. 273/1 area 0.82 Hectar and Kh. No. 273/2 area 0.82 Hectar of Mouza -Sawangi (Meghe), having an area together of 2.64 Hectar, Rental Rs. 4.25 held in Bhogwtdar Class-1, P.S.K. 19, TOGETHERWITH all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village - Sawangi (Meghe), in Tahsil and District - WARDHA, belongs to Shrimati Kuntabai Bapuraoji Bawankar, being her separate property having acquired the same by her Family.

WHEREAS the said Shrimati Kuntabai Bapuraoji Bawankar have now decided the sale Kh. No. 273/1 area 0.82 Hectar and Kh. No. 273/2 area 0.82 Hectar of Mouza -Sawangi (Meghe), having an area together of 2.64 Hectar, Rental Rs. 4.25 to any interest buyer and to utilize the sale proceeds thereof in their best interests and for the benefits of their family members.

WHEREAS the said Shrimati Kuntabai Bapuraoji Bawankar lateron transferred the aforesaid comprising Kh. No. 273/1 area 0.82 Hectar and Kh. No. 273/2 area 0.82 Hectar of Mouza -Sawangi (Meghe), having an area together of 2.64 Hectar, Rental Rs. 4.25 by way of sale (1) SHRI. GORAKHNATH S/o PUNDLIKRAO (2) SHRI. PRADIP S/o DEVIDAS RITHE, (3) SHRI. HOMESHWAR S/o VASANTRAO THAMEKAR, AND (4) SHRI. GAJANAN S/o TIMAJI GURNULE AND (5) SHRI. RAJKUMAR S/o RAMRAOJI DESHMUKH the Vendors hereinabovenamed, by a Sale Deed Dated 03.01.2014, which is duly Registered in the Office of the Sub-Registrar Umred in Book No. 1 at Sr. No. 77-2014 on even date. As a result therefore the aforesaid Vendors have now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records

WHEREAS the Vendors have now jointly decided to develop the aforesaid land into a Layout by carving out various Residential Plots of different sizes therein; AND

WHEREAS the aforesaid entire land comprising Kh. No. of Mouza – BELGAON is converted for Non-Agricultural use vide Order Dated 14-08-2020 passed by the Tahasildar, Umred, in Revenue Case No. 01/NAP-34/2020-2021 of Mouza – SAWANGI (MEGHE); AND

WHEREAS, the Vendor has get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority vide its Registration No. _____.

WHEREAS the Layout Plan of the said Kh. No. Kh. No. 273/1 and Kh. No. 273/2 of Mouza – SAWAMGI (MEGHE), is also duly sanctioned by the S.D.O. Wardha vide it's Revenu Case No. 17/NAP/34/2020-21 Order Dated 21/10/2021 and Town Planner Wardha pass layout map as per their latter no. 2121/2021 dated 24/08/2021; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the said Layout; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning Plot in said Layout for her/his Residential Use with heritable and transferable rights therein has now approached the Vendors and expressed her/his desire and willingness to purchase the Plot No. _____ AND

WHEREAS considering her/his request and after detailed negotiations the Vendors have now agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

**NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

- (1) THAT the VENDORS will SELL and the PURCHASER will BUY ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasuring East-West _____ Mtrs. and North – South _____ Mtrs. equal to _____ Sq. Mtrs. in the sanctioned Layout known and styled as "SHREE MAHALAXMI NAGARI" being a portion of the entire land bearing Kh. No. 273/1, 273/2, of Mouza – SAWANGI (MEGHE), situate at Village – SAWANGI (MEGHE), P.S.K. 19 in Tahsil and District – WARDHA and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has paid to the Vendors in the following manner.

MANNER OF PAYMENT :-

Rs. _____/- (Rupees _____) Only paid by the Purchaser to the Vendors by Cheque No. _____, Dated _____ Drawn on _____ Branch _____, Wardha, the receipt whereof is also hereby acknowledged by the Vendors.

Rs. _____/- (Rupees _____) Only paid by the Purchaser to the Vendors by Cheque No. _____, Dated _____ Drawn on _____ Branch _____, Wardha, the receipt whereof is also hereby acknowledged by the Vendors.

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors at the time of Sale Deed, within __ Months from the date of execution of this Agreement.

Rs. _____/- (TOTAL RUPEES _____ ONLY).

(3) THAT the Vendors assures the Purchaser that the property hereby agreed to be sold is their separate and self acquired property belonging to them alone and that none except them has any manner of right, title and/or interest whatsoever in respect of the same.

(4) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Gram Panchayat Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendors upto the date of the Registration of the Sale Deed.

(5) THAT the Vendors shall answer all the reasonable requisitions on the title to be made by the Purchaser and shall establish a good, valid and marketable title to the property hereby agreed to be sold.

(6) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement, but all the same such-mis-statement, error or omission will always be subject to correction by the parties hereto.

(7) THAT the Vendors shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser or her/his nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(8) THAT the sale will be completed within ____ (_____) Months from the date of execution this Agreement by the Vendors executing a proper Sale Deed in favour of the Purchaser or in favour of her/his nominee(s). The terms and conditions as may be imposed by the sanctioning authority while sanctioning the said layout shall always remain binding upon the Purchaser.

(9) THAT if the Purchaser fails or neglects to pay the balance sale price to the Vendors strictly within the time stipulated in Clause 2 above then in such event the Vendors shall be entitled to claim and receive an interest at the rate of 18% (EIGHTEEN PERCENT) Per Annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the Purchaser. However such grace period with interest shall not exceed more than 30 (THIRTY) days, but incase the Purchaser fails to make the remaining payment within such stipulated grace period of 30 Days in such event this Agreement to 'Sell stands' cancelled and the Vendors entitled to sell the aforesaid Plot to any interested buyer of its own choice without obtaining any prior permission of the Purchaser and refund the amount paid by the Purchaser to it after deduction of 30% of amount paid by the Purchaser till date.

(10) THAT the Purchaser has satisfied herself/himself with respect to the Vendors' title to the said property as good, valid and marketable and she/he has accepted the same, but in case the abovesaid property comes under any Scheme/Acquisition by the State/Central Government in such event the Vendors shall pay to the Purchaser the damages as per the rate fix by the Government.

(11) THAT the Vendors shall deliver all the relevant documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed.

(12) THAT this Agreement is subject to the Jurisdiction of the competent Civil Court at UMRED.

(13) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty, Registration fees and all other Miscellaneous Expenses payable thereon shall be borne and paid by the Purchaser.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasuring East-West _____ Mtrs. and North - South _____ Mtrs. equal to _____ Sq. Mtrs. in the sanctioned Layout known and styled as "SHREE MAHALAXMI NAGARI " being a portion of the entire land bearing Kh. No. 273/1, 273/2 of Mouza - SAWANGI(MEGHE), situate at Village - SAWANGI(MEGHE), P.S.K. 19 in Tahsil and District - WARDHA and bounded as under :-

ON THE EAST -
ON THE WEST -
ON THE NORTH -
ON THE SOUTH -

IN WITNESS WHEREOF the VENDORS and the PURCHASER hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT at WARDHA in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

1) _____ 1)
(GORAKHNATH PUNDALIKRAO CHOUDHARY)

2) _____ 2)
(PRADIP DEVIDAS RITHE)

3) _____ 3)
(HOMESHWAR VASANTRAO THAMEKAR)

4) _____ 4)
(GAJANAN TIMAJI GURNULE)

5) _____ 5)
(RAJKUMAR RAMPAOJI DESHMUKH)

VENDORS

7

(PURCHASER)