

AGREEMENT TO SALE

Valued Rs. _____/-

**THIS AGREEMENT TO SALE IS MADE &
EXECUTED AT NAGPUR ON THIS _____ DAY OF
_____ 20 ____.**

BETWEEN

M/S SMC INFRA, a partnership firm, having its office at 201, Brij Bhumi Complex, Telephone Exchange Square, Central Avenue, Nagpur – 440 008, acting through its authorized partner **SHRI SURENDRA S/O MANGALDAS CHADDHA**, aged about 60 years, Occupation: Agriculturist/ Business, hereinafter referred to as '**the Owner**', which expressions shall unless be repugnant to the context of meaning thereof shall always mean and include said Developers, its Partners, successors, executors, administrators & assigns etc. of the **FIRST PART**.

AND

Mr./Mrs.

aged
about _____ years, PAN No. _____, Occupation:
_____, R/o

_____, hereinafter referred to as the Purchaser/s, which expressions shall unless be repugnant to the context or meaning thereof shall always mean and include said Purchaser/s, his/her/their legal heirs, legal representatives, successors, executors, administrators, attorneys and assigns of the **SECOND PART**.

AND

M/S WAINGANGA REALTORS, a partnership firm, having its registered office at Plot No. 7, 2nd Floor Gawande Layout, Ring Road, Nagpur – 440 015, acting through its authorized partner _____, aged about _____ years, Occupation: Business, hereinafter referred to as '**the**

Occupation: Business, hereinafter referred to as 'the Developer', which expressions shall unless be repugnant to the context of meaning thereof shall always mean and include said Developers, its Partners, successors, executors, administrators & assigns etc. of the **THIRD PART**.

WHEREAS the Developer acquired the rights in relation to all that piece and parcel of agricultural land admeasuring about 1.24 HR, bearing Survey No. 57/2 and 1.62 HR bearing Survey No. 57/3, P.H. No. 42 of Mouza Jamtha, consisting of Bhogwatdar Class I rights, Tah. & Dist. Nagpur, from Mr. M/s SMC Infra, who are the absolute owners of the same in accordance with the Agreement of Development & Sale dated _____.

AND WHEREAS the owners acquired the title over the scheduled property in pursuance Sale Deed dated 01.07.2016, executed by Mrs. Padma W/o Pradip Bobde and Mr. Pradip Wasudevrao Bobde in favour of the Owners herein, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 4999;

AND WHEREAS the Owner decided to develop the entire agricultural land as above said into a residential layout scheme and accordingly submitted an application to that effect with Nagpur Improvement Trust on 16.05.2016;

AND WHEREAS the Nagpur Improvement Trust, which is a development authority for Metro Region, Nagpur vide communication dated 23.09.2016 bearing No. 6319, tentatively approved the layout scheme upon Survey No. 57/2 & 3 of Mouza Jamtha;

AND WHEREAS since the Owners herein do not possess any marketing support to sell out the plots out of the layout mentioned above and further carry out necessary development as may be directed by the development authority as a condition precedent for sanction of layout scheme and the Developers herein acquired adequate technical knowledge and experience in the field of real estate marketing and also possess a team with sufficient manpower and therefore the Owners allotted the marking and development rights to the Developer by virtue of Agreement of Developer/Memorandum of Understanding dated _____;

AND WHEREAS the Purchaser/s have gone through the entire documents, mentioned above in relation to the ownership and development rights and upon satisfying himself/herself/themselves/ itself decided to purchase Plot No. _____, admeasuring about _____ sq. mtrs., hereinafter referred to as '**the said plot**', in the above said layout scheme for a valuable consideration of Rs. _____/- (Rupees _____ only).

Relying upon the said applications, declaration & agreement herein contain, the Owner/ Developer agrees to sell to the Purchaser/s said plot & at the price & on the terms & conditions hereinafter appearing

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. The Owner/ Developer is developing the above said entire land into a layout scheme meant for residential purpose in accordance with the plans specifications & designs that have been & from time to time sanctioned on the property more particularly described in the First Schedule hereunder written by Nagpur Improvement Trust & which have been seen & approved by the Purchaser/s with only such variations & modifications as the Owner/Developer may consider necessary or as may be required by the concerned authorities or Government to be made in them at any time in future.
2. The Purchaser/s hereby agrees/s to purchase from the Owner/ Developer & the Owner/ Developer hereby agrees to sell to the Purchaser/s Plot No. _____, admeasuring about _____ sq.mtr. & more particularly described in the Schedule hereunder written (hereinafter referred to as "the said plot") at & for the aggregate consideration of Rs. _____/- **(Rupees _____ Only)** (hereinafter referred to as "**the said purchase price**").
3. The Purchaser/s hereby agree to pay to the Owner/ Developer said purchase price of Rs. _____/- **(Rupees _____ Only)** in the following manner, excluding development charges & any other taxes/ deposits/ charges to be paid by the Purchaser/s extra.

- a. Rs. _____/- has already paid by the Purchaser /s vide Cheque No. _____ dated _____, drawn on _____, by way of part consideration amount (receipt whereof the Owner/Developer doth hereby admit & acknowledge);
- b. The amount of Rs. _____/- to be paid by the Purchaser/s within _____ months from the date of execution of this present;
- c. The amount of Rs. _____/- to be paid by the Purchaser/s within _____ months from the date of execution of this present;
- d. The amount of Rs. _____/- to be paid by the Purchaser/s within _____ months from the date of execution of this present;
- e. The amount of Rs. _____/- to be paid by the Purchaser/s within _____ months from the date of execution of this present;
- f. An amount on future date at actual, towards Service Tax & Sales Tax, to be paid at the time of handing over the possession of the said plot.

That time as to payment shall be of the essence & the Purchaser/s shall be liable to pay interest @ 18% p.a. on all delayed payments from the due date till the date of payment thereof.

4. Without prejudice to the rights of the Owner/Developer to receive interest @ 18% p.a. on all delayed payments, on the Purchaser/s committing default in payment on due date (time being always of essence) of any amount due & payable by the Purchaser/s to the Owner/Developer under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority & other outgoings) & on the Purchaser/s committing breach of any of the terms & conditions herein contained the Owner/Developer shall be entitled, at its own option, to terminate this Agreement.
 - a. Provided always that the power of termination herein before contained shall not be exercised by the Owner/Developer unless & until the Owner/Developer shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement & of the specific breach or breaches of terms & conditions.

6. Provided further that upon termination of this Agreement as aforesaid, the Owner/Developer shall forfeit the 25% of the agreed consideration & refund to the Purchaser/s excess amount paid but the Owner/Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. The Purchaser/s agree that receipt of the said refund would be completed by dispatch of cheque from the Owner/Developer by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or en-cash/es the cheque or not, will amount to the said refund.
5. The Developer shall complete the procedure for conversion of above said land into a residential layout scheme and shall complete all the necessary compliances as may be instructed by the Nagpur Improvement Trust while granting sanction to said layout scheme and/or thereafter at any stage during the subsistence of this agreement. The Owner/Developer also undertakes to deposit the requisite charges for the same on account of non-agricultural assessment etc and also carry out the development as may be required under the layout sanction.
6. The Owner/Developer shall measure the land from the concern department by paying the requisite charges and also demark the layout upon measurement of the land. The Owner/Developer shall also responsible for the developments in the said layout scheme such as roads, street lights, sewerage line etc.
7. The Owner/ Developer after complying all the necessary conditions as may be imposed by the Nagpur Improvement Trust while sanctioning the layout scheme, shall obtain the Release Letter of individual plots from Nagpur Improvement Trust for effectual transfer of said plot in the name of the Purchaser/s;
8. In case the competent authority reserves the plot agreed to be purchase by the purchaser/s for development of the layout, then it shall be the liability of the Developer to obtain the No-Objection Certificate from the competent authority for the same.

9. The purchaser/s hereby undertakes that during the course of the sanction if the plot agreed to be purchased by him/her/them would be reduced or increased in area, then in such circumstances, the agreed consideration mentioned in the present shall be vary accordingly & the Purchaser/s shall not raise objection of any kind in relation thereto. In case the purchaser/s raises objection and approach the appropriate court of law, then cost incurred by the Owner/Developer in litigating the matter shall be upon the purchaser/s only.
10. The purchaser/s parties herein specifically agrees that after obtaining the order of non-agricultural conversion and final layout sanction from the competent authority by the Owner/Developer and the same has been communicated to the purchaser/s, the purchaser shall pay the entire balance consideration within a period of 30 days, including the development charges, as may be accured upon him/her/them/it and shall get the Sale Deed executed in his/her/their favour. However the Purchaser shall not be entitled to claim the execution and registration of Sale Deed prior to obtaining above said sanctions from the competent authority.
11. Any delay occur due to such competent authority or due to change in the norms and regulation to that effect shall not be the reason for cancellation of this agreement and/or raising objection by the Purchaser/s.
12. The Owner/Developer shall hand over the possession of plot at the time of execution and registration of Sale Deed or upon payment of the entire agreed consideration alongwith the statutory dues and development charges, whichever is earlier, but subject however to the force majeure, policy of the Government/ Local authorities & the things which are beyond the control of the Owner/Developer.
13. The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any

inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional/ revised sanction.

14. The Owner/Developer may at any time assign or transfer in whole or in part its rights & obligations in respect of the said property &/or the said plot provided that such assignment or transfer does not affect or prejudice the rights of the Purchaser/s herein contained & in such event, the assignee or transferee of the Owner/Developer shall be bound by the terms & conditions herein contained.
15. The Purchaser/s shall bear & pay the proportionate municipal/ Grampanchayat taxes, imposed upon the plot agreed to be purchased by him/her/them and shall not make a default thereof.
16. The Purchaser/s hereby agree/s that in the event if any amount by way of premium, development &/or betterment charges, any other levy or security deposit is paid to the Nagpur Improvement Trust or to the State Government or any other tax or repayment of a similar nature becoming payable by the Owner/Developer the same shall be reimbursed by the Purchaser/s to the Owner/Developer in proportion of the area of the plot agreed to be acquired by the Purchaser/s & in determining such amount, the decision of the Owner/Developer shall be conclusive & binding upon the Purchaser/s.
17. Irrespective of disputes, if any, arises between the Owner/Developer & the Purchaser/s, all amounts, contributions & deposits including amounts payable by the Purchaser/s to the Owner/Developer as the case may be under this Agreement shall always be paid punctually by the Purchaser/s to the Owner/Developer & shall not be withheld by the Purchaser/s for any reasons whatsoever.
18. The Purchaser/s hereby agrees, undertakes & covenants with the Owner/Developer that he/she/they shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owner/Developer under this Agreement or any other agreement or any other deed, document or writing that may be entered into & executed between the parties hereto.

19. All letters, notices, circulars, receipts issued by the Owner/Developer as contemplated by & under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s & shall discharge the Owner/Developer completely & effectually of its obligations.
20. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchaser/s alone.
21. That the parties to this indenture jointly & severally undertake that they have gone through the contents of this deed & upon understanding the same have signed over it with free & willful consent without any pressure, force, coercion, undue influence, threat, misrepresentation, intoxication of any kind & the parties to the resented deed are fully agreed with all the contents thereof.

This agreement may undergo certain changes as per MAHARERA, agreement is under drafting would be uploaded at appropriate.

SCHEDULE OF PROEPRTY

ALL THAT piece and parcel of land bearing Plot No. _____, admeasuring about _____ sq. mtrs. being the portion of Kh. No. 107/5 of Mouza Beltarodi, togetherwith right of pathways, water courses and all other easementary rights appurtenant and belonging thereto, situated at Village Beltarodi, P.H. No. 38, Tah. Nagpur (Rural) & Dist. Nagpur and it is bounded by

ON THE EAST:
ON THE WEST:
ON THE NORTH:
ON THE SOURTH:

IN WITNESSES WHEREOF, the parties hereto have signed this **AGREEMENT OF DEVELOPMENT & SALE** on the date, month, & year first written in the presence of following attesting witnesses.

SIGNED AND DELIVERED by the)
within named, **OWNER**)
M/S SMC INFRA)
THROUGH ITS AUTHORIZE PARTNER)
MR. SURENDRA M. CHADDHA)
In the presence of attesting witnesses)

SIGNED AND DELIVERED by the _____)
 within named PURCHASER/S _____)
 _____)
 _____)
 In the presence of attesting witnesses _____)

SIGNED AND DELIVERED by the)
within named **DEVELOPER**)
M/S WAINGANGA REALTORS)
THROUGH ITS AUTHORIZED PARTNER)
)
In the presence of attesting witnesses)

WITNESSES

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