

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed at Nagpur on this _____ MAY, 2017

BETWEEN

Shri Chandrapal Choukasey (Proprietor - SSP Enterprises) son of Late Shri Nathusao Chouksey having his Registered Office at 1, Suryakiran Complex, Opposite VNIT gate, Bajaj Nagar, Nagpur, Occupation — Business; hereinafter called the **VENDOR or PARTY No. 1**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendor as well as, his respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

_____, Age ____ years S/O Shri _____ - Occupation— Service, Resident of _____, & **Smt Maya Talware Age 51 years** hereinafter called the **PURCHASER or PARTY No. 2**, 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 THAT ALL THAT Piece and Parcel of land bearing plot number 1 to 39, total admeasuring 30731.47 Sq. Mtrs. bearing Kh. No. 12/1,12/2, 16/1, 16/2 P. H. No. 26, Mouza – Sitapur, Tahsil Ramtek and District — Nagpur and the above said land is bound as under –

Towards the East – Kh No 17, 18, 19

Towards the West – Forest

Towards the North – Kh No 13 and 14

Towards the South – Sillari Road

That the said land bearing kh. Nos. 12/1, admeasuring about 1.39 Hectares of Mouza Sitapur, P.H.No. 26, situated at village Sitapur, Tahsil Ramtek and District Nagpur purchased by Shri Chandrapal Nathusav Choukasey from Radheshyam Ramrao Khobragade & 9 others by virtue of Registered sale deed dated 17.7.2000 presented

at Sr. No. 659 in Additional Book no. 1 volume No. 266 at page no. 90 to 93 with SRO Ramtek.

That the said land bearing kh. Nos. 16/2, admeasuring about 1.10 Hectares of Mouza Sitapur, P.H. No. 27, situated at village Sitapur, Tahsil Ramtek and District Nagpur purchased by Shri Chandrapal Nathusav Choukasey from Fagya Lahanuji Dudhkavare by virtue of Registered sale deed dated 13.1.1999 which is presented and registered at Sr. No. 22 with SRO Ramtek.

That the said land bearing kh. Nos. 16/1, admeasuring about 1.55 Hectares of Mouza Sitapur, P.H. No. 27, situated at Village Sitapur, Thasil Ramtek and District Nagpur purchased by Shri Chandrapal Nathusav Choukasey from Jago Lahanuji Dudhkavare by virtue of Registered sale deed dated 15.12.1998 which is presented and registered at Sr. No. 784 with SRO Ramtek.

That the said land bearing with Kh. Nos. 12, admeasuring about 0.61 Hectares eastern side of Mouza Sitapur, P.H. No. 27, situated at Village Sitapur, Tahsil Ramtek and District Nagpur purchased by Shri Chandrapal Natthusav Choukasey from Radheshyam Ramrao Khobragade by virtue of Registered sale deed dated 4.6.1999 which is presented and registered at Sr. No. 486 with SRO Ramtek.

WHEREAS AS A result therefore the Vendor herein above named has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein;

WHEREAS the vendor converted the said land for Non-Agricultural use vide Order Dated 13-01-2016 passed by SDO Ramtek, in Revenue Case No. 5/NAP-34/2015-2016 of Mauza - Sitapur; AND

WHEREAS the vendor decided to develop layout at the above mentioned land and accordingly prepared a plan of the said entire land and the same is also duly sanctioned by the Department of Town Planning, Nagpur and the final layout plan was approved by their letter No. 81 dated 11.01.2016; AND

WHEREAS the vend later on decided to develop the Plot no 1 to 39 into a residential estate by construction residential houses to be known and styled as "Olive Sillari"; AND

WHEREAS the vendor accordingly prepared the plan of the said residential houses and the same are duly sanctioned by the Sub Divisional Officer, Ramtek vide letter No. KV-263/2017 dated 23.06.2017; AND

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

AND WHERE AS, the Vendor being desirous of selling the above said property for his better prospects and the Purchaser has offered him a good price and after detailed negotiations, the Vendor had agreed to sell the above said property to the Purchaser/on the following agreed terms and conditions by both the parties described hereunder:

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

- (1) THAT the VENDOR will SELL and the PURCHASER will BUY Plot No. _____ admeasuring about _____ sq mtr (about _____ sq.ft.) land with twin bedroom (2BHK Marvel Villa) construction (refer schedule 'B' and schedule 'C') and standard interior as mentioned below.
- (2) THAT the total price agreed is Rs. _____ lakh (Rupees _____ lakh only), which the Purchaser has specifically agreed to pay to the Vendor in the following manner.
- (3) The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials over the basic rates.
- (4) THAT, the aforesaid cost of **Plot and house does** not include any charges or security deposit and / or charges to be paid to the concern department or VENDOR, for obtaining Electric and Water Meters, Stamp Duty Charges, Registration and legal Charges, Service Tax, VAT Tax etc., and the same shall be paid separately by the Purchaser to the Vendor besides the cost as hereinabove stipulated.

Tentative Payment schedule

- (5) THAT, in case the PURCHASER desires the VENDOR to undertake any additional / extra item(s) of work, besides the specifications appended hereto, then in such case, he / she shall pay the extra cost thereof as may be estimated by VENDOR in advance to the VENDOR.
- (6) THAT, the property hereby agreed to be sold shall be taken to be correctly described in the schedule hereunder written and the same shall be sold subject to the outgoing agreements, restrictions and rights of the VENDOR. In case, if any mis-statement, error or omission is found or discovered, the same shall not annul this agreement nor shall any compensation be allowed in this regard to PURCHASER but all the same, such mis-statement, error or omission shall be subject to correction by the parties hereto.
- (7) THAT, the VENDOR shall commence carry on the construction and shall complete the same within _____ months from the date of execution of this agreement or as mutually agreed between the parties, subject, however to the conditions and things out of control of the VENDOR and further the availability of cement, steel, bricks and other materials in the open market and also subject to punctual payment of the installments on the stipulated dates by the PURCHASER to the VENDOR and emergencies beyond the control of the VENDOR

in which case, the period of completion of construction shall be automatically deemed to have been extended.

- (8) THAT, it is understood by the PURCHASER that the proposed construction is heterogeneous in nature, comprising of R.C.C and Bricks works. It is understood by the PURCHASER that short coming inherent to the heterogeneous nature of construction like those due to unequal compaction and expansion or unequal settlement of footing are likely to occur will not be treated as defects. Further it is agreed by the PURCHASER that on account of practical constraints there may be made an allowance of upto five percent variation on either side in dimensions shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the PURCHASER, for such variations.
- (9) THAT the Purchaser has satisfied themselves with respect to the Vendor's title to the said property as good, valid and marketable and he has accepted the same with further investigation of title of the property. If they have satisfied themselves about the title of the PROPERTY then only right to enter into this Agreement with the Vendor.
- (10) THAT, the Vendor will hand over the vacant possession of the above said property along with the complete fittings, fixtures and interiors as mentioned below provided to the purchaser, at the time of Sale Deed or the time of full payment as agreed by both the parties.
- (11) THAT, the Vendor hereby confirms that he had not entered into an agreement of sale for the above said property with any one whereby the above said property is encumbered of the charge of any kind.
- (12) The vendor shall have no right, title, interest, claim any further of any nature and kind in the said property after possession of the property or after receiving full payment, that the vendor shall have no objection if the purchaser sells, rents or leases the property to any third party after taking the possession of the property.

(13) That the vendor confirms that he shall provide all standard interiors are mentioned below

Structure	RCC framed structure
Painting	External – acrylic emulsion. Internal – plastic emulsion with full putty.
Electrical	I.S.I. wiring modular switches, lights and fans
Garden	Landscape garden with plantation.
Living Room	Vitrified tiles flooring, 1 LED TV (32 inch) & TATA SKY connection, telephone, curtains, sofa set.
Bed Rooms	Vitrified Tiles Flooring, split Air Conditioner in 2 bed rooms, bed (5*6.5 ft) with mattress, wardrobe and dressing unit, curtains.
Bathroom	Ceramic flooring, washbasin with counters. All Jaguar fittings.
Mini Kitchen	Stainless steel sink, fridge, granite kitchen platform
OTHER ITEMS	Gyser electric

- (14) THAT, it is agreed and admitted by the PURCHASER that the VENDOR shall remain exclusive in-charge of entire construction in all respects, without any let, hindrance or interference by PURCHASER.
- (15) THAT, the VENDOR shall not be liable to pay compensation or to make good any defect in the items such as electrical fittings, pump, sanitary and plumbing fitting, tiles, electronic instruments etc., and proper claim regarding this shall directly be made by the PURCHASER, to the manufacturer of such items, keeping the VENDOR indemnified.
- (16) THAT, the VENDOR shall not deliver the actual physical possession of the Plot and house agreed to be purchased by PURCHASER, unless and until the PURCHASER pays the entire amount of the consideration and the charges for installation of the Electric meter, extra items, water meter, legal expenses including the Stamp duty, Registration fees, Service Tax, VAT Tax, GST etc to the VENDOR.

- (17) THAT, the PURCHASER shall not be entitled to occupy the said Plot and house except and until the possession thereof is duly handed over by the VENDOR by issuing a possession letter in this regards. The possession of PURCHASER in absence of the possession letter, over the said house would be illegal and that of a trespasser.
- (18) THAT, the PURCHASER shall not be entitled to erect any structure on the open space or use the same in a manner, causing inconvenience to the other purchasers/co-owners.
- (19) THAT, even after the sale deed is executed, the PURCHASER shall be allowed to make any additions or alterations in the HOUSE only after the prior permission of VENDOR in writing, subject to the prevailing laws.
- (20) The PURCHASER, shall not use the said Plot and house for running the liquor shop, Gambling house, Pub, Bar, Lottery Shop or for storing the inflammable or the explosive substances, or for any illegal activity, or for any other activity prohibited by law.
- (21) THAT, the PURCHASER shall observe and perform all the rules and regulations, which the society or an association of owners may adopt at its inception and the addition, alteration or amendments thereof, that may be made from time to time for protection and maintenance of the said project and for observance and performance of the rules and regulations and byelaws for the time being of the concerned local authority, government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the association of house owners, regarding the occupation and use of the PLOT and HOUSE and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of the agreement.
- (22) THAT, in case of any dispute arising in relation to the meaning or construction of any of the terms of this Agreement or any matter relating thereto, the same shall be referred to the

arbitration of three arbitrators and their decision/award shall be final and binding on the parties hereto.

(23) THAT, the agreement is subject to the jurisdiction of the competent civil court at Nagpur and the same is to be resorted to only after exhausting the remedy of arbitration.

Schedule 'A'

WHEREAS THAT ALL THAT Piece and Parcel of land bearing plot number 1 to 39, total admeasuring 30731.47 Sq. Mtrs. bearing Kh. No. 12/1,12/2, 16/1, 16/2 P. H. No. 26, Mouza – Sitapur, Tahsil Ramtek and District — Nagpur and the above said land is bound as under –

Towards the East – Kh

Towards the West –

Towards the North –

Towards the South –

Schedule 'B'

(Description of plot and house chosen by Purchaser)

ALL THAT Piece and Parcel of land bearing Plot No. ____ containing by admeasurement of about _____ sq mtr (about _____ sq.ft.) land with 2BHK villa construction and standard interior as mentioned earlier. Being a portion of the entire land described in Schedule A, and bounded as under:-

On the East

On the West -

On the North -

On the South -

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

Shri Chandrapal Choukasey

Vendor

Purchaser

Witnesses -

- 1) _____

- 2) _____
