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AGREEMENT TO SELL

FOR RS. _____/-

(RUPEES _____ ONLY)

GOVERNMENT MARKET VALUE RS. _____/-

[GOVERNMENT VALUATION OF STAMP DUTY: RS. 7,400/- PER SQUARE METERS, KHASRA NO. 50/1 OF MOUZA – JAMTHA, TAHSIL & DISTRICT – NAGPUR (GRAMIN) AS PER DIVISION NO. 9.2, GOVERNMENT READY RECKONER 2017-2018]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this ____ **Day** of _____, **201**____

BETWEEN

SHRI MORESHWAR S/O MAROTRAO DHAGE, Aged about 70 years, Occupation – Agriculturist, (P.A. NO. AONPD0508H), Resident of Plot No. 7/B, Opposite Maharashtra Bank, Ramkrishna Nagar, Ajni Chowk, Wardha Road, Nagpur – 440015, acting through his duly nominated, appointed and constituted, POWER OF ATTORNEY HOLDER, **SHRI NIKHIL S/O PRAKASH CHAPLE**, Aged about 25 years, Occupation – Business, (P.A. NO. BAMPC4691L), Resident of Plot No. 19, Opposite Maharashtra Bank, Ramkrishna Nagar, Ajni Chowk, Wardha Road, Nagpur – 440015, hereinafter referred to as the “**VENDOR**”, 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 **FIRST PART**.

AND

_____, Aged about ____ years, Occupation – _____, (P.A. NO. _____), Resident of _____, herein afterwards jointly referred to as the “**PURCHASER**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**PURCHASER**” as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS the above named **Vendor** is sole and absolute owner and in possession thereof with **All That** piece and parcel of **Non - Agricultural Land**, total containing by admeasurement **13500.00 Sq. Mtrs.** (1.35 Hectares), bearing **Khasra No. 50/1, P. H. No. 42** of **Mouza - Jamtha**, situated within limits of **Grampanchayat Village – Jamtha** in **Tahsil** and **District - Nagpur**, which is more particularly described in Schedule of Property hereunder written.

WHEREAS originally **All That** piece and parcel of **Agricultural Land**, total containing by admeasurement **2.16 Hectares** bearing **Khasra No. 50, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District - Nagpur** belonged to **Shri Marotrao Bajirao Dhage**, Resident of Village – Jamtha, Tahsil & District – Nagpur (Gramin).

WHEREAS during his lifetime, the above named, **Shri Marotrao Bajirao Dhage** had executed his last and final **Will Deed** on **23-11-1998** and thereby bequeathed his various self acquired and inherited immovable properties amongst his Wife, namely **Sou. Anjanabai Marotrao Dhage** and 3 Sons, namely 1) **Shri Moreshwar Marotrao Dhage**, 2) **Shri Abhimanyu Marotrao Dhage** and 3) **Shri Raju Marotrao Dhage** and as per the said Will Deed, dated 23-11-

1998, the immovable property comprising, **Agricultural Land**, total containing by admeasurement **2.16 Hectares** bearing **Khasra No. 50, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District - Nagpur** was bequeathed by **Shri Marotrao Bajirao Dhage** exclusively and solely to his Son, namely, **Shri Moreshwar Marotrao Dhage**. The said **Will Deed** is registered in Addl. Book No. 3 at Pages 88 to 95 at **Serial No. 4 (P)** on **23-11-1998** in the office of **Sub - Registrar – Nagpur (Gramin)**.

WHEREAS after death of **Shri Marotrao Bajirao Dhage**, his last and final **Will Deed**, dated **23-11-1998** came into force and effect and accordingly his Son, namely, **Shri Moreshwar Marotrao Dhage** became sole and absolute owner of **Agricultural Land**, total containing by admeasurement **2.16 Hectares** bearing **Khasra No. 50, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District - Nagpur** with all heritable and transferable rights therein and his name being sole and absolute owner of the said Agricultural land was mutated in the records of Patwari 7/12 extract and other relevant records of the government.

WHEREAS lateron, **Shri Moreshwar Marotrao Dhage** (Acting as Vendor) and his 3 married Daughters, namely, **1) Sou. Madhuri Murlidharrao Patil, 2) Sou. Sharaddha Amol Girde, 3) Sou. Sangeeta Prakash Chaple** (Acting as Consenting Parties) jointly sold a portion of **Agricultural land**, admeasuring **0.81 Hectares (2.00 Acres)**, bifurcating from **East to West** situated towards **Southern side** from and out of **Agricultural Land**, total containing by admeasurement **2.16 Hectares** bearing **Khasra No. 50, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District – Nagpur** to **1) Shri Akash Dattatraya Marawar (H.U.F.)**, acting through its Karta, **Shri Akash Dattatraya Marawar** and **2) Shri Shirish Ramchandra Ramapure** by virtue of a **Sale Deed**, which is registered at **Serial No. 6489 / 2008** on **08-10-2008** in the office of **Sub - Registrar No. 7, Nagpur (Gramin)**.

WHEREAS pursuant to registration of above referred **Sale Deed**, the present **Vendor** i.e. **Shri Moreshwar Marotrao Dhage** was left with ownership, title, right and possession of **Agricultural land**, admeasuring **1.35 Hectares**, bifurcating from **East to West** situated towards **Northern side** of entire **Agricultural Land**, total containing by admeasurement **2.16 Hectares** bearing **Khasra No. 50, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District – Nagpur**.

WHEREAS lateron, **Shri Moreshwar Marotrao Dhage** decided to develop his **Northern side** portion of **Agricultural Land**, total containing by admeasurement **1.35 Hectares (13500.00 Sq. Mtrs.)** bearing **Khasra No. 50/1, P. H. No. 42** of **Mouza – Jamtha, Tahsil** and **District – Nagpur (Gramin)** into a **Residential Layout** comprising several Plots therein and accordingly he

prepared a **Layout Plan** which was finally approved by the **Executive Engineer (Metro)** and **Assistant Engineer (Metro)** of the **Nagpur Improvement Trust** on **15-04-2016** and thereafter the said **Layout Plan** is further approved and sanctioned by the **Collector, Nagpur** vide its **Order No. K.V – 519/16**, dated **18-05-2016**.

WHEREAS as per the approved / sanctioned **Layout Plan**, the **Total Area** under **Land** is **13500.00 Sq. Mtrs.** and the **Gross Area** under **Layout** is **11731.66 Sq. Mtrs.** out of which an **Area of Land**, admeasuring **1173.184 Sq. Mtrs.** is under **Open Space** and an **Area of Land**, admeasuring **1173.297 Sq. Mtrs.** is under **Amenity Space (P.U.)** and an **Area of Land**, admeasuring **2698.206 Sq. Mtrs.** is under **Approach & Vehicular Road** and an **Area of Land**, admeasuring **6686.973 Sq. Mtrs.** is under **Residential Plots**.

WHEREAS subsequently, the entire **Agricultural Land**, total containing by admeasurement **13500.00 Sq. Mtrs.** (1.35 Hectares), bearing **Khasra No. 50/1, P. H. No. 42** of **Mouza – Jamtha, Tahsil and District – Nagpur** (Gramin) was converted for permanent **Non – Agricultural** use for **Residential** purpose by the **Collector, Nagpur** vide **Order**, dated **18-05-2016** passed in **Revenue Case No. 295 / N.A.P. – 34 / 2015 – 2016**.

WHEREAS lateron for just and cogent reasons, the present Vendor i.e. **Shri Moreshwar Marotrao Dhage** nominated, appointed and constituted, **Shri Nikhil Prakash Chaple** as his lawful Power of Attorney Holder and he specifically authorised and empowered him to deal with, sell / transfer the entire said Non - Agricultural land and / or Plot/s forming part and parcel of the said Residential layout and also to perform all future legal, government, administrative and statutory formalities and also to sign, execute and register deeds of **Agreement to Sell** and **Sale Deeds** of the said **Plots** to / in favour of prospective buyer/s by executing a deed of **General Power of Attorney** in his favour which is registered at **Serial No. 1874 / 2016** on **29-03-2016** in the office of **Sub - Registrar No. 1, Nagpur**.

WHEREAS the name of the Vendor being sole and absolute owner of the said Non – Agricultural land is mutated in the records of Patwari 7/12 extract, Grampanchayat – Jamtha, Nagpur Improvement Trust and he is in vacant and peaceful possession of the said Non – Agricultural land without any claim, dispute, defect in title or hindrance from any person and he has absolute legal right to deal with and sell Plot/s forming part and parcel of the said Residential layout to any prospective buyer/s.

WHEREAS the Purchaser being interested in purchasing Residential **Plot No. ____**

approached the Vendor and expressed his desire and willingness to purchase the said Plot and likewise the Vendor being interested in selling the said Plot offered to sell the same to the Purchaser for a valuable consideration amount of Rs. _____/- (**Rupees** _____ **only**) upon certain terms and conditions, which the Purchaser accepted and accordingly, the Vendor does hereby agrees to sell the said Plot to the Purchaser upon following terms and conditions:-

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASER
HERETO AS FOLLOWS: -

THAT in consideration of a total sum of Rs. _____/- (**Rupees** _____ **only**) specifically and firmly agreed to be paid by the **Purchaser** to the **Vendor** in mode and manner appearing hereunder in **Schedule of Manner of Payment**, the **Vendor** will sell and the **Purchaser** will buy **ALL THAT** piece and parcel of **Malik – Makbuza** land bearing **Plot No.** ____ (_____), total containing by admeasurement _____ **Sq. Mtrs.** (_____Sq. Fts.), forming portion of entire **Non - Agricultural Land**, total containing by admeasurement **13500.00 Sq. Mtrs.** (1.35 Hectares), bearing **Khasra No. 50/1, P. H. No. 42** of **Mouza – Jamtha**, situated in the **Residential Layout** known and styled as **Moreshwar Park**, within limits of **Grampanchayat Village – Jamtha** in **Tahsil** and **District – Nagpur** (Gramin), which is demarcated in Red colour lines in the **Layout Plan** annexed herewith and more particularly described in the schedule of property hereunder written. (Herein afterwards referred to as the said **“Plot / Property”** for sake of brevity and convenience) **TO HOLD THE SAME TO AND UNTO THE PURCHASER** as joint co-owners thereof, free from encumbrances of all kinds whatsoever and also free from payment of Non - Agricultural taxes, Grampanchayat taxes and all other charges and outgoings etc., levied thereon and payable up to date.

SCHEDULE “A” OF MANNER OF PAYMENT

DATE	AMOUNT	CASH / CHEQUE / R.T.G.S / N.E.F.T	BANK AND BRANCH

Rs. _____/- (**Rupees** _____ **only**)
specifically agreed to be paid by the **Purchaser** to the **Vendor**

towards **full & final sales consideration amount** on the day of registration of **Sale Deed**, which has been agreed to and shall be registered by and between the **Vendor** and the **Purchaser** on or before **31st Day of December, 201__** (**Two-Thousand-_____**), subject to terms and conditions appearing in this Agreement to Sell.

Rs. _____/-

TOTAL: - (RUPEES _____ ONLY)

**THAT THE VENDOR AND THE PURCHASER DO HEREBY COVENANT WITH EACH OTHER AS
FOLLOWS:-**

1.

THAT the Vendor affirms and confirms that the Plot hereby agreed to be sold to the Purchaser is his self acquired and self owned property, belonging to him alone and he further affirms and confirms that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said Plot or part thereof.
2.

THAT the Vendor affirms and confirms that he has legitimate, genuine, valid and marketable title of the Plot hereby agreed to be sold to the Purchaser, without any litigation, dispute, doubt, claim, objection, protest, interference or impediment from any person/s, firm, company, society, trust, agency, institution, bank or statutory authority and he further affirms and confirms that he has absolute legal right and full authority to convey, assign and transfer the said Plot by way of sale to the Purchaser, absolutely and forever.
3.

THAT the Vendor affirms and confirms that the Plot hereby agreed to be sold is not impeded in any manner, whatsoever, which creates or may cause any legitimate or substantial defect in ownership and title of the Vendor and which legally prohibits the Vendor to convey, assign and transfer the said Plot by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said Plot, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, criminal proceedings, attachment, auction or recovery proceedings, overlapping from adjoining lands, statutory reservations or otherwise.
4.

THAT the Vendor affirms and confirms that prior to execution / registration of this Sale Deed, he has not signed, executed any unregistered or registered deed or document purporting

to be or authenticating to be token agreement / allotment deed / agreement to sell / agreement of development / power of attorney / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document confirming sale / assignment / transfer / conveyance of Plot hereby agreed to be sold to the Purchaser to / in favour of any person/s, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendor affirms and confirms that in future if it is revealed that the Vendor has signed, executed any unregistered or registered any such deed or document confirming sale / assignment / transfer / conveyance of the Plot hereby agreed to be sold to the Purchaser to / in favour of any person/s, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after registration of this Sale Deed, then all such deeds or documents confirming sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the Vendor affirms and confirms that there are no legitimate and bonafied legal heirs, lineal ascendants or descendants in full or half blood relationship, successors in title or claimants who have any vested interest or who can claim any ownership, title, right, share, interest, partition or possession in any manner, whatsoever over the Plot hereby agreed to be sold to the Purchaser. The Vendor further affirms and confirms that in future, if this Sale Deed is disputed or challenged by any person/s for any reason whatsoever, then it shall be sole liability and responsibility of the Vendor to defend such person's claim, dispute, litigation or case at his efforts and expenses and he shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the Vendor affirms and confirms that the Government of Maharashtra has not confiscated / seized / taken possession of the said Khasra, Layout and Plot nor initiated or conducted any proceedings under Section 10 (3), 10 (5) and 20 (1) (a) in respect of the said Khasra, Layout and Plot before repealing the U.L.C. Act and under provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999.

7. **THAT** the Vendor affirms and confirms that he shall pay Grampanchayat taxes, Non-Agricultural taxes, Electricity & Water bills, Maintenance charges and all other charges and outgoings etc., levied and payable on the said Plot to concerned revenue and statutory authorities and government departments from the day of taking possession of the said Plot and / or from the day of registration of Sale Deed, which ever happens earlier.

8. **THAT** the Purchaser affirm and confirm that he has thoroughly verified and satisfied himself by inspecting all relevant original / zerox title deeds and documents about the Vendor's, ownership and title to the said property and found to be legitimate, genuine, valid and marketable and thereafter the Purchaser has agreed to purchase the said Plot from the Vendor as per his own aspiration, free will and conscience, at above agreed consideration cost, specifications and upon terms and conditions stipulated in this Agreement to Sell.

9. **THAT** the Vendor agrees that the agreed sales consideration amount includes proportionate costs, charges and expenses on account of providing common amenities and facilities in the layout. The Vendor also agrees that he shall lay internal tar / bitumen roads in the layout, install of electric transformers, lay underground electric cables, erect electric poles, construct of drainages, lay of sewerage pipe lines and construct common overhead water tank in the layout at his efforts and expenses. The Vendor further agrees that it shall be his exclusive liability and responsibility to get regularized and / or get released the said Plot and obtain Release Letter of the said Plot at his effort and expenses from the Nagpur Improvement Trust under Nagpur Metropolitan Area under the Maharashtra Metropolitan Committees (Constitutions & Functions) (Continuance of Provisions) Act, 1999 (Mah. V of 2000) by paying regularization, betterment and development charges to the Nagpur Improvement Trust. However, any contingent tax, charges or expenses that no not set forth herein over and above agreed sales consideration amount and above proportionate costs, charges and expenses shall be borne and paid by the Purchaser and the Purchaser shall also bear and pay all costs, charges and expenses that will be required to be paid towards Goods & Services Tax (G.S.T), Stamp duty, Registration charges, Legal fees in respect of the Plot agreed to be purchased by the Purchaser.

10. **THAT** the Vendor has particularly made aware to the Purchaser that time is an essence of contract" for performance of this agreement, hence the Purchaser specifically agrees, affirms and confirms that he shall promptly pay the balance instalments / sales consideration amount, strictly within stipulated time as stated hereinabove in (Schedule "A") of Manner of Payment. The Vendor has also made the Purchaser aware that if the Purchaser delay / fail to pay the balance sales consideration amount within stipulated time for any reason what so ever, then the Vendor may, at his absolute discretion, grant maximum grace period of 15 (Fifteen) days to the Purchaser for payment of each instalment which will be due and / or balance sales consideration amount and registration of Sale Deed, however the Purchaser shall pay interest @ 18% (Eighteen) percent per Annum on each instalment which will be due and / or balance sales consideration amount for the grace period. The Purchaser further agrees affirms and confirms that if he fails to pay balance instalments and / or balance sales consideration amount together

with interest and fails register Sale Deed of the said Plot in his favour before expiry of grace period, then this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the Vendor and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Vendor in any court of law.

11. THAT the Purchaser agrees, affirms and confirms that he shall compulsorily execute and register Sale Deed of the said Plot within 2 (Two) months time from the day, he makes payment of entire sales consideration amount and / or receives physical possession of the said Plot from the Vendor.

12. THAT the Purchaser agrees, affirms and confirms that on termination / cancellation of this Agreement to Sell due to aforesaid reasons, the Vendor will forfeit fixed sum of Rs. 3,00,000/- (Rupees Three Lacs only) paid by the Purchaser and the same will be appropriated by the Vendor on account of liquidated damages, loss of interest and opportunity, sustained by the Vendor on account of execution / registration of this Agreement to Sell. The Purchaser further agrees, affirms and confirms that in case, after forfeiture of earnest money amount, if there remains any surplus amount; the Vendor will return / refund the same without any interest to the Purchaser within period of 2 (Two) months from the date of cancellation of this Agreement to Sell, subject to condition that the Purchaser executes / registers a Deed of Cancellation of this Agreement to Sell in favour of the Purchaser and hands over vacant and peaceful possession of the said Plot (if delivered to him) to the Vendor. The Purchaser further agrees, affirms and confirms that if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by the Purchaser, then the Vendor shall not return / refund such surplus amount to the Purchaser, rather the Vendor shall have all legal rights and authority to convey, assign, transfer, sell the said Plot to any third person / party without informing or without obtaining any previous written or oral consent / no-objection from the Purchaser.

13. THAT the Purchaser agrees, affirms and confirms that if he delays / fails to pay the balance instalments / sales consideration amount due to any delays or impediment caused in sanctioning of loan / financial aid from any bank, society, financial institution or due to personal reasons or due to any act of force majeure, then such argument or excuse shall not be ground or defence available to the Purchaser for delays / failure of balance sales consideration amount within stipulated time.

14. THAT the Vendor agrees, affirms and confirms that if the Purchaser is ready, willing and able to pay and / or if the Purchaser pays balance instalments / sales consideration amount within stipulated time as stated herein above, the Vendor shall register Sale Deed and deliver vacant and peaceful possession of the said Plot to the Purchaser on or before 31st Day of December, 2017, however the Vendor shall not be held liable and responsible for any delays caused due to any act of force majeure, earthquake, flood, natural calamity, fire, accident, riots, act of violence, national emergency or any situation, act or reason beyond control and scope of the Vendor.

15. THAT the Vendor and the Purchaser mutually agree, affirm and confirm that if the Vendor delays / fails to register Sale Deed and deliver vacant and peaceful possession of the said Plot to the Purchaser on or before 31st Day of December, 201__, then the Purchaser may / will grant additional grace period of 1 (One) month to the Vendor to do the same, however before expiry of grace period, if the Vendor fails register Sale Deed for any reason whatsoever, then the Purchaser shall have right to seek performance of this agreement / contract through court of law by adopting legal recourse. However in those circumstances, without prejudice to his legal rights of enforcement of this Agreement to Sell, the Purchaser will also reserve right and discretion to cancel this Agreement to Sell and demand the Vendor to refund their entire amount and in those circumstances, the Vendor shall refund the entire amount so received by him from the Purchaser in lieu of selling the said Plot, together with simple interest @ 18% (Eighteen) percent per Annum, within 1 (One) month time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchaser provided that a formal Deed of Cancellation of this Agreement to Sell is executed / registered by the Purchaser.

16. THAT the Vendor agrees, affirms and confirms that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Plot for himself. In that case, if any information, document, deed or no - objection is required by the Purchaser, the Vendor will unconditionally and without delays provide all such information, deed or no-objection and render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan instalments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the Vendor against payment of the same.

17. THAT the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said Plot to

any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the Vendor. It is hereby clarified that if the Purchaser signs and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the Vendor.

18. THAT the Purchaser agrees affirms and confirms that the Vendor has particularly made him aware that the Vendor shall not deliver physical or judicial possession of the said Plot to the Purchaser until entire sales consideration amount and proportionate charges towards common amenities and facilities in the layout, G.S.T. Stamp duty, Registration charges, Legal fees etc. are paid by him to the Vendor.

19. THAT the Purchaser agrees affirms and confirms that he shall be liable to pay Grampanchayat taxes, Non-Agricultural taxes and all other charges and outgoings etc., levied and payable in respect of the said Plot to concerned revenue and statutory authorities and government departments from the date of taking over possession of his Plot or from the day of registration of Sale Deed onwards, whichever is earlier.

20. THAT the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain sanctity and standardization of layout, the Purchaser shall not insist or demand the Vendor to make nor the Vendor shall make any external or internal structural changes or deviations or material modifications in the layout or in the Plot hereby agreed to be sold to the Purchaser.

21. THAT the Purchaser agrees, affirms and confirms that the Vendor shall be exclusive in-charge of development of the layout without any entertaining any suggestions, advisory, interference, and impediment from the Purchaser or any person/s claiming under authority or trust for him. The Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other developers, promoters, contractors, thereby assigning the task of development of the layout to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void ab-initio, illegal and not binding upon the Vendor.

22. **THAT** the Purchaser agrees, affirms and confirms that the Vendor has particularly made him aware that on account of practical constraint, there may be an allowance of plus - minus 05% (Five Percent) variation in dimensions in Plot as reflected in the sanctioned Layout Plan and therefore the Purchaser shall not be entitled to dispute such defects or claim damages or compensation for such defects or variations from the Vendor.

23. **THAT** the Purchaser agrees, affirms and confirms that the Vendor has particularly made him aware that the Vendor shall reserve his exclusive right to revise / alter the existing Layout Plan without giving any intimation or obtaining any previous written or oral consent / no-objection from the Purchaser, however any such revision / alteration in the Layout Plan shall be valid only, if done by the Vendor with prior approval / sanction of competent Planning / Sanctioning Authority.

23. **THAT** the Purchaser agrees, affirms and confirms to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed which are not set forth herein but which may be deemed necessary or expedient to regulate common amenities and facilities and protect easement rights of other owners / occupiers in the layout.

24. **THAT** the Vendor affirms and confirms that herein afterwards, the Purchaser shall have all legal rights and authority to use, utilise and avail benefits from all common amenities in the layout like external and internal roads, pathways, water tank, wells, bore wells, tube wells, water pipeline, sewerage line, etc. along with other Plot owners / occupiers in the layout, without causing any impediment, interference, disturbance, nuisance or affecting easement rights of adjoining / other Plot owners / occupiers in the layout, however the Purchaser shall not use, utilise and avail benefits from such common amenities for his personal and exclusive need and use.

25. **THAT** the Purchaser agrees, affirms and confirms that he shall not be entitled to take possession / occupy his Plot without the prior written permission of the Vendor. The Purchaser further agrees, affirms and confirms that the Vendor will expressly confirms legitimate possession of the Purchaser to occupy his Plot by issuing a Possession Letter / Certificate; without which the Purchaser / Possessor / Occupier shall be treated as trespasser in the said Plot.

26. **THAT** the Purchaser agrees, affirms and confirms that even after taking over possession of his Plot, he shall not object, prevent or obstruct the Vendor in any manner in carrying out development work of adjacent / neighbouring Plots in the layout.

27. **THAT** the Purchaser agrees, affirms and confirms that all notices, letters, intimations that may be required to be served on the Purchaser shall be deemed to have been delivered and served upon the Purchaser, if it is be sent by the Vendor by Registered Post / Under Certificate of Posting / Courier at his above mentioned address. That in case if the Purchaser changes his present address, he shall immediately intimate about the same in writing to the Vendor.

28. **THAT** the Vendor and the Purchaser mutually affirm and confirm that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza / Survey – Khasra Number / Patwari Halka Number / Plot Number / Plot Area / Plot Boundaries and / or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor and the Purchaser.

29. **THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that may god forbid, in case, if the Vendor or any of the Purchaser/s demise before registration of Sale Deed, then in those circumstances, this Agreement to Sell shall be binding upon the legal heirs of the deceased the Vendor and the deceased Purchaser/s. It is further agreed that in case of death of the Vendor, his legal heirs shall accept the balance sales consideration amount from the Purchaser and execute Sale Deed of the said Plot in favour of the Purchaser and similarly in case of death any Purchaser/s; his legal heirs shall pay the balance sales consideration amount to the Vendor and execute Sale Deed of the said Plot in his / her / their favour.

30. **THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that any dispute arising in context to this agreement can be settled by negotiations between them. If no settlement can be arrived with negotiations, the dispute shall be referred to panel of Sole Arbitrator, which shall be appointed by the Vendor. The Arbitrator will have the authority and to: a) Interpret any terms and covenants of this Agreement, b) To settle the dispute in respect of any aspect regarding development of the layout, c) To settle complaints regarding quality of development and sale of Plot and time etc. The parties hereto may also be at liberty to refer any other matter between them to the Arbitrator and the Arbitrator shall decide the same and the Award of Arbitrator shall be final and conclusive and binding on the parties hereto. The proceedings of Arbitration shall be held at Nagpur. The provisions of the Arbitration Act, 1996 as modified from time to and in force shall apply to such Arbitration. In the above circumstances, the Purchaser agrees not to approach any Court of Law or the District Consumer Dispute Redressal Forum, without first exhausting remedy under Arbitration.

31. **THAT** the Vendor agrees, affirms and confirms that he shall deliver actual physical possession of the said Plot in vacant and peaceful condition to the Purchaser on the day of registration of the Sale Deed or on payment of entire sales consideration amount, which ever happens earlier.
32. **THAT** the Vendor agrees, affirms and confirms that he shall deliver all original and xerox documents relating to title of the said Plot to the Purchaser on the day of registration of the Sale Deed or on payment of entire sales consideration amount, which ever happens earlier.
33. **THAT** the Purchaser agrees, affirms and confirms that all expenses including Stamp duty, Registration charges, Legal fees incurred on account of execution and registration of this Agreement to Sell and all expenses that will be incurred on account of payment of Stamp duty, Registration charges, Legal fees for / at the time of registration of Sale Deed shall be exclusively borne and paid by the Purchaser.
34. **THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the Vendor and the Purchaser and attesting Witnesses is retained by the Purchaser and a xerox copy of the same is handed over to the Vendor.
35. **THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that this Agreement to Sell shall be subject to jurisdiction of a competent Civil Court at Nagpur.
36. **THAT** the Vendor and the Purchaser declare, affirm and confirm that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further agrees, affirms and confirms that they are absolutely satisfied with covenants of this Agreement to Sell.
37. **THAT** the Vendor hereby declares and confirms that the said Plot and the entire land bearing Khasra No. 50/1 is not adjacent to / or proximity / or touch Nagpur – Wardha – Nagpur highway and therefore the Government Market Value of the said Plot is calculated and levied @ Rs. 7,400/- per Square Meters as per Division No. 9.2 of the Government Ready Reckoner 2017-

2018, however the Purchaser declares and undertakes that if any additional Stamp Duty and Registration Fees is required to be paid, the Purchaser shall unconditionally and without delay pay the same and he shall always indemnify the Vendor and the office of Sub-Registrar – Nagpur (Gramin), where this Agreement to Sell is registered.

SCHEDULE OF PROPERTY REFERRED HEREINABOVE

ALL THAT piece and parcel of **Malik – Makbuza** land bearing **Plot No. _____** (_____), total containing by admeasurement _____ **Sq. Mtrs.** (_____ Sq. Fts.), forming portion of entire **Non - Agricultural Land**, total containing by admeasurement **13500.00 Sq. Mtrs.** (1.35 Hectares), bearing **Khasra No. 50/1, P. H. No. 42** of **Mouza – Jamtha**, situated in the **Residential Layout** known and styled as **Moreshwar Park**, within limits of **Grampanchayat Village – Jamtha** in **Tahsil** and **District – Nagpur** (Gramin), which is demarcated in red colour lines in the layout plan annexed herewith and bounded as under:-

ON THE NORTH BY ----- _____

ON THE SOUTH BY ----- _____

ON THE EAST BY ----- _____

ON THE WEST BY ----- _____

IN WITNESS WHEREOF the **VENDOR** and the **PURCHASER** have signed, executed and registered this **AGREEMENT TO SELL** at **NAGPUR** on this _____ **Day** of _____, **201_____** in presence of under named and undersigned signed attesting **WITNESSES**.

SR. NO.	PHOTOGRAPH OF EXECUTANTS	LEFT HAND THUMB IMPRESSION OF EXECUTANTS	SIGNATURE & FULL NAME OF EXECUTANTS
1)			SHRI NIKHIL PRAKASH CHAPLE (Acting as Power of Attorney Holder for <u>Shri Moreshwar Marotrao</u> <u>Dhage</u>) (<u>VENDOR</u>)

2)			(PURCHASER)
WITNESSES			
SR. NO.	PHOTOGRAPH OF WITNESSES	LEFT HAND THUMB IMPRESSION	SIGNATURE & FULL NAME OF WITNESSES
1)			()
2)			()