

AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)
MARKET VALUE RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____
rd / th Day of SEPTEMBER, 2017 BETWEEN :-

(1) SHRI. JAIKISHAN S/o GOPIKISHANJI BANG, Aged about 80 Years, Occupation :
Business & Agriculturist, Resident of Village : Raipur, Tahsil : Hingna and District :
NAGPUR, (INCOME TAX PAN NO. ABCPB4633K),

(2) SHRI. VISHNOO S/o TEJRAM MOTWANI, Aged about 60 Years, Occupation :
Business & Agriculturist, Resident of Shastri Nagar, Nagpur, Tahsil and District :
NAGPUR, (INCOME TAX PAN NO. AAPP9079E),

(3) SHRI. MORESHWAR S/o SURYABHAN SHAMBHARKAR, Aged about 53 Years,
Occupation : Business & Agriculturist, Resident of Village : Sukli (Gupchup), Tahsil :
Hingna and District : NAGPUR, (INCOME TAX PAN NO. _____) AND

(4) SHRI. PRATIK S/o NITIN WASANI, Aged about 33 Years, Occupation : Business &
Agriculturist, Resident of Bunglow No. 35, H.B. Town, Pardi Naka, Nagpur, Tahsil and
District : NAGPUR, (INCOME TAX PAN NO. ADWPV1934B), hereinafter all jointly
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

MRS./SHRI. _____ W/o - S/o _____ Aged about
_____ Years, Occupation : _____, Resident of _____ Nagar,
Nagpur, Tahsil and District : NAGPUR, hereinafter called the "PURCHASER", 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 **OTHER PART**.

WHEREAS the Vendors abovenamed jointly own and possess the property
comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 80, having
an area of 3.04 Hectares (i.e. 30400 Sq. Mtrs.), Rental Rs. 2.43 held in Bhogwatdar
Class 1 Rights of Mouza : ISASANI, P.S.K. 46, including all other easementary rights

✓
WHEREAS ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 80, having an area of 3.04 Hectares (i.e. 30400 Sq. Mtrs.), Rental Rs. 2.43 held in Bhogwatdar Class 1 Rights of Mouza : ISASANI, P.S.K. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, within the limits of the Grampanchayat : Isasani in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Smt. Vatchalabai Bapurao Dhakulkar, (2) Smt. Chandrabhagabai Keshao Mankar, (3) Shri Ganpatrao Shivrao Sakhale, (4) Shri Motiram Shivram Sakhare, (5) Mrs. Parvatibai Mahadeo Girhe and (6) Smt. Taibai Bakaram Girhe jointly, being they were the recorded owners in respect of the said property, (hereinafter referred to as the "Project Land"); AND

WHEREAS the aforesaid (1) Smt. Vatchalabai Bapurao Dhakulkar, (2) Smt. Chandrabhagabai Keshao Mankar, (3) Shri Ganpatrao Shivrao Sakhale, (4) Shri Motiram Shivram Sakhare, (5) Mrs. Parvatibai Mahadeo Girhe and (6) Smt. Taibai Bakaram Girhe lateron in their turn through their Power of Attorney Holder (i) Shri Dilip Ganpatrao Sakhale and (ii) Shri Shakil Laxmanrao Kadu have jointly sold the aforesaid Agricultural land by way of sale to (1) Shri Jalkishan Gopikishanji Bang, (2) Shri Moreshwar Suryabhan Shambharkar, (3) Shri Moreshwar Suryabhan Shambharkar and (4) Shri Pratik Nitin Wasani, the Vendors hereinabovenamed jointly by a Sale Deed Dated 24/04/2009, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 1889 on even date. The said Sale Deed is signed by (1) Shri Bharat Bapurao Dhakulkar, (2) Shri Shankar Bapurao Dhakulkar, (3) Shri Dnyameshwar Kesharao Mankar, in the capacity of Consentors. As a result therefore the Vendors abovenamed have now become the Joint/Co-Owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records and their names are also mutated in 7/12 Extract by the Revenue Authorities vide entry No. 175/1.9.99 Dated 22/05/2009; AND

WHEREAS the Vendors lateron jointly decided to develop the said entire land into a Residential Layout by carving out various Plots of different sizes therein for the allotment to various prospective buyers/purchasers; AND

WHEREAS the Vendors lateron applied for conversion of the said land from Agricultural Use to Non Agricultural (Residential) Use and considering their request the Collector, Nagpur vide its Order Dated 19/11/2016 passed in Revenue Case No. 89/NAP-34/2016-17 converted the said Agricultural Land for Non Agricultural (i.e. Residential) Use. As per Order passed by the Collector, Nagpur an Area of 3041.278 Sq. Mtrs. is under Open Space, 3040.974 Sq. Mtrs. under Amenity Space, 6824.306

Sq. Mtrs. under Service Road/Vehicular Road and the remaining land of 17493.442 Sq. Mtrs. under Residential Plots; AND

WHEREAS the Vendors abovenamed are in possession of the said Project Land and therefore they lateron jointly prepared a layout on the said Khasra/Survey No. 80 by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Improvement Trust, Nagpur vide his Order No. _____ Dated _____ of Mouza : Isasani and the same is attached herewith as Annexure-"C"; AND

WHEREAS as per the sanctioned layout Plan the following features of the said land and the same are as under :

(a) Total Residential Plots in the said entire Layout are 107 Plots.

(b) Public Utility Land is _____ Sq. Mtrs.

(c) Internal Roads on _____ Sq. Mtrs. of land.

; AND

WHEREAS the Vendors have appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act;

(a) Architect : Shri _____.

(b) C.A. : Shri _____.

(c) Legal Advisor : Adv. Shri Ashwin Patil.; AND

WHEREAS the Vendors hereby assures the Purchaser that it shall get the aforesaid entire project registered with Real Estate Regulatory Authority (i.e. RERA) within the stipulated period and shall always indemnify the Purchaser against any loss or damages; AND

WHEREAS the Vendors have supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser and she/he has examined the same and has fully satisfied with these documents; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors' title to the said property as good, valid and marketable. The Purchasers has also seen and approved the Layout Plan of the said proposed Layout; AND

WHEREAS the Purchaser being desirous of owning an Open Plot for her/his Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendors and expressed her/his desire and willingness to

purchase Plot No. ____ (_____) and after detailed negotiations the Purchaser has also agreed to pay, provide and contribute the entire cost of the said Plot of land to the Vendors hereinabovenamed; AND

WHEREAS the Purchaser hereinabovenamed has also applied to the Vendors and thereby requested them to allot her/him aforesaid Plot to her/him for her/his residential use; AND

WHEREAS considering the request of the Purchaser and after detailed negotiations the Vendors have now jointly agreed to sell the aforesaid property comprising Plot No. ____ (_____) out of their aforesaid sanctioned layout 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 aforesaid entire project is consists of ____ (_____) Residential Plots, Public Utility Land, Internal Road, Common Land to be carved out by the Vendors on the said Project Land in accordance with the plans and specification approved and sanctioned by the Competent Authority empowered in this behalf.

(2) THAT the VENDORS have jointly agreed to SELL and the PURCHASER has agreed to BUY ALL THAT Piece and Parcel of land bearing Plot No. ____ (_____), out of the sanctioned layout, admeasuring Length East-West ____ Mtrs. and Breadth North-South ____ Mtrs. equal to ____ Sq. Mtrs., being a portion of the entire land bearing Khasra/Survey No. 80, having a total area of 3.04 Hectares (i.e. 30400 Sq. Mtrs.), of Mouza : ISASANI, P.S.K. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, within the limits of the Grampanchayat : Isasani in Tahsil : Hingna and District : NAGPUR and more particularly described in the Second Schedule hereunder written as Annexure-“____”.

(3) THAT the total aggregate consideration for the said Plot of land is hereby agreed at Rs. ____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Vendors in the following manner :-

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ Dated _____ Drawn on _____ Bank, _____ Branch, Nagpur

at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendors.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before _____.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before _____.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors at the time of Registration of the Sale Deed.

Rs. _____ (TOTAL RUPEES _____ ONLY).
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That, the above mentioned total price/consideration excludes of all Taxes. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

(4) THAT the Vendors assure the Purchaser that the property hereby agreed to be sold is their self acquired property belonging to them alone, having purchased the same by them jointly exclusively from and out of their own earnings and savings and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

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

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

(7) 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 Agreement/Contract, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(8) THAT the Vendors shall obtain all the necessary Papers/Documents/No Objection Certificates required for completion of the said proposed transaction of sale in all respects from various Government Departments/Offices/Local Authorities exclusively from and out of their own costs and expenses and shall deliver the same to the Purchaser immediately on its receipt and/or produced the same at the time of Registration of the sale Deed.

(9) THAT the Purchaser shall become the Member/Nominal Member of the Society formed under RERA Act by the Members of the aforesaid Layout and the Vendors shall extend all the necessary and reasonable co-operation in this behalf to the Purchaser.

(10) 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 either on receipt of the entire agreed sale consideration or at the time of Registration of the Sale Deed, whichever is earlier. It is obligatory on the part of the Purchaser to take possession of the said Plot of land from the Vendors within a period of 15 (Fifteen) days from the receipt of letter from the Vendors.

(11) THAT the sale will be completed within a period of ____ (____) Months from the date hereof, by the Vendors executing a proper Sale Deed relating to the said property in favour of the Purchaser or her/his nominee(s) and the Purchaser paying the balance sale consideration/price to the Vendors in the manner stipulated in Clause 2 above.

(12) THAT if the Vendors fail or neglect to fulfill and observe the obligations on their part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of her/his nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendors and in such event they will be liable to pay all costs and damages to the Purchaser.

(13) THAT if the Purchaser fails or neglects to pay the balance sale consideration/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 @ 12% (TWELVE 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 and thereafter this Agreement shall automatically stand terminated/cancelled absolutely forever and the Vendors shall absolutely free to deal in respect of the said property with any other prospective buyers/purchaser without obtaining any permission from the Purchaser.

Upon termination/cancellation of this Agreement the Vendors shall be entitled to refund the amount of sale consideration as they received from the Purchaser to the Purchaser after deducting a fixed amount of Rs. _____ (Rupees _____) Only towards liquidated damages and the remaining amount shall be refunded by the Vendors to the Purchaser as mutually decided by them.

(14) THAT, the Electric Poles, Swear Line, Water Line connections and fittings to be provided by the Vendors to the said Layout as per rules and regulations of the concerned departments/authorities.

(15) THAT the Real Estate (Regulation and Development) Act, 2016 having come into force with effect from 01/05/2017 is applicable to the said entire project as the said project is registered with RERA and thus all the Terms, Rules, conditions and Regulations for implementation of the said Act shall always remain binding upon both the parties hereto and their respective successors-in-title. The provisions of the said Act, Rules and Regulation thereof are applicable to the aforesaid entire project; AND

(16) THAT all Notices to be served on the Purchaser and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendors by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser : _____

Address of Purchaser : _____

Mobile No. _____

Name of Vendors : _____

Address of Vendors : _____

Mobile No. _____

It shall be the duty of the Purchaser and the Vendors 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 Vendors and the Purchaser, as the case may be.

(17) THAT the Vendors shall deliver all the Relevant/Copies of Original documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed.

(18) THAT the Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of Residential Purposes Only and not for any other purposes.

(19) THAT all or any disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two Arbitrators one to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon all the Parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(20) THAT the Vendor does hereby assures/confirms to the Purchaser that they have not created any mortgage, lien, charge or interest over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same. The Vendors have assures the Purchaser that they have full lawful right to enter in this agreement with the Purchaser and there is no encumbrances of any kind whatsoever in respect of the said Project Land. There is no litigation is pending in any court and not any part is acquired or under acquisition of Government under its any scheme.

(21) THAT it is understood by the Purchaser that the Vendors shall display any type of Board, signs, banners etc. on the said Layout and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendors shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendors. In the like manner the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Plot Owners in the said sanctioned layout.

(22) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur and this Agreement may only be amended through written consent of the Parties hereto.

(23) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE
(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 80, having an area of 3.04 Hectares (i.e. 30400 Sq. Mtrs.), Rental Rs. 2.43 held in Bhogwatdar Class 1 Rights of Mouza : ISASANI, P.S.K. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, within the limits of the Grampanchayat : Isasani in Tahsil : Hingna and District : NAGPUR and bounded as under :-

ON THE EAST	-	FIELD OF KHASRA NO. 78.
ON THE WEST	-	FIELD OF KHASRA NO. 87.
ON THE NORTH	-	FIELD OF KHASRA NO. 79
ON THE SOUTH	-	FIELD OF KHASRA NO. 81/2.

SECOND SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing Plot No. _____ (_____), out of the sanctioned layout, admeasuring Length East-West _____ Mtrs. and Breadth North-South _____ Mtrs. equal to _____ Sq. Mtrs., being a portion of the entire land bearing Khasra/Survey No. 80, having a total area of 3.04 Hectares (i.e. 30400 Sq. Mtrs.), of Mouza : ISASANI, P.S.K. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, within the limits of the Grampanchayat : Isasani in Tahsil : Hingna and District : NAGPUR and bounded as under :-

ON THE EAST	-	_____.
ON THE WEST	-	_____.
ON THE NORTH	-	_____.
ON THE SOUTH	-	_____.

Annexure-"A"	:	Title Report.
Annexure-"B"	:	Copy of 7/12 Extract.
Annexure-"C"	:	Copy of sanctioned Layout Plan.
Annexure-"D"	:	List of Common Facilities and Amenities.
Annexure-"E"	:	Specification of Plot.
Annexure-"F"	:	Registration Number of project in RERA.

IN WITNESS WHEREOF the VENDORS 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.

WITNESSES :-

(1) _____

(1)

(SHRI. JAIKISHAN GOPIKISHANJI BANG)

(2)

(SHRI. VISHNOO TEJRAM MOTWANI)

(3)

(SHRI. MORESHWAR SURYABHAN SHAMBHARKAR)

(4)

(SHRI. PRATIK NITIN WASANI)

"VENDORS"

(2) _____

(_____)

"PURCHASER"