

(RUPEES ONLY)

AND

Contd. . . .

SHRI. _____ (PAN – _____) (Aadhar No. _____) Aged ____Years, Occupation - _____, Resident of _____, 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. 510/1 of Mouza – UMRED, having an area of 3.08 Hectors, Rental Rs. 4.55/-, held in Bhogwatdar Class-1 Rights, situate at Village – UMRED, P.S.K. 46 in Tahsil – UMRED and District – NAGPUR, belongs to (i) Shri. Raju S/o Rambhau Gaurkar and (ii) Smt. Lalitabai W/o Rambhau Gaurkar, being their separate property; AND

WHEREAS the said (i) Shri. Raju S/o Rambhau Gaurkar and (ii) Smt. Lalitabai W/o Rambhau Gaurkar have decided to develop the aforesaid land into a Layout by carving out various Plots of different sizes therein. And accordingly they had entrusted the entire work of development by to Shri. Anil S/o Chunilal Agrawal by an Agreement of Development Dated 13-04-2004, which is duly Registered in the Office of the Sub-Registrar, Umred in Book No. 1 at Sr. No. 862 on even date and they had also execute a General Power of Attorney, which is duly Registered in the Office of the Sub-Registrar, Umred in Book No. 4 at Sr. No. 863 on 13-04-2004; AND

WHEREAS the said Shri. Anil S/o Chunnilal Agrawal left for heavenly abode on 23-08-2014 leaving behind him his widow Smt. Renu W/o Anil Agrawal, 3 Daughters namely i) Mrs. Dimple W/o Amit Modi ii) Mrs. Sonia W/o Aditya Mittal iii) Mrs. Pooja W/o Vivek Mehta and the only Son iv) Shri. Arpit S/o Anil Agrawal, by way of intestate succession; AND

WHEREAS the said (i) Shri. Raju S/o Rambhau Gaurkar and (ii) Smt. Lalitabai W/o Rambhau Gaurkar lateron transferred the aforesaid property by way of sale to **1) Shri. Vinod S/o Purushottamrao Dhobale, 2) Shri. Surendra S/o Ramchandra Mahakalkar, 3) Shri. Dhanraj S/o Ramkrishnaji Bhalerao and 4) Shri. Sunil S/o Purushottamrao Dhoble**, with Consent of Smt. Renu W/o Anil Agrawal, 3 Daughters namely i) Mrs. Dimple W/o Amit Modi ii) Mrs. Sonia W/o Aditya Mittal iii) Mrs. Pooja W/o Vivek Mehta and the only Son iv) Shri. Arpit S/o Anil Agrawal by a Sale Deed Dated 27-02-2017, which is duly Registered in the Office of the Sub-Registrar Umred in Book No. 1 at Sr. No. 429 on even date. As a result therefore the aforesaid **1) Shri. Vinod S/o Purushottamrao Dhobale, 2) Shri. Surendra S/o Ramchandra Mahakalkar, 3) Shri. Dhanraj S/o Ramkrishnaji Bhalerao and 4) Shri. Sunil S/o Purushottamrao Dhoble**, the Vendors hereinabovenamed 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; 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 North-South _____ Mtrs. and East-West _____ Mtrs. equal to _____ Sq. Mtrs. equal to _____ Sq. Mtrs. being a portion of the entire land bearing Kh. No. 510/1 of Mouza – UMRED, situate at Village – UMRED, P.S.K. 46 in Tahsil – UMRED and District – NAGPUR, 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 Vendor in the following manner.

MANNER OF PAYMENT :-

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

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor within _____ Month from the date of execution of this Agreement.

Rs. _____/- (TOTAL RUPEES _____).

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- (3) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is its separate and self acquired property belonging to it alone and that none except it 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 Vendor upto the date of the Registration of the Sale Deed.
- (5) THAT the Vendor 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 Vendor 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 hereof by the Vendor 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 Vendor strictly within the time stipulated in Clause 2 above then in such event the Vendor 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 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.
- (10) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's 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 Vendor shall pay to the Purchaser the damages as per the rate fix by the Government.
- (11) THAT the Vendor 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.

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

(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 North-South ____ Mtrs. and East-West ____ Mtrs. equal to ____ Sq. Mtrs. equal to ____ Sq. Mtrs. being a portion of the entire land bearing Kh. No. 510/1 of Mouza – UMRED, situate at Village – UMRED, P.S.K. 46 in Tahsil – UMRED and District – NAGPUR 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 NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1) _____

1)
(VINOD PURUSHOTTAMRAO DHOBALÉ)

2)
(SURENDRA RAMCHANDRA MAHAKALKAR)

(2) _____

3)
(DHANRAJ RAMKRISHNAJI BHALERAU)

4)
(SUNIL PURUSHOTTAMRAO DHOBLE)

VENDORS

(_____)

PURCHASER
