AGREEMENT FOR SALE

This Agreement made and executed this ..... day of ..... in the year.....

at Survey no 194/3, Mauja: Deoli, District Wardha.

By and Between

Sau. Pratima Diliprao Shankarpale age about 52 years, Occupation: Business, Residing at: Near Water Tank, Kunghatkar Layout, Ward No. 05, Sindi (Meghe) Wardha- 442001. PAN No. AVYPS9447G (Hereinafter called "**PRATIMA SHANKARPALE**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title, executor, administrators, legal heirs, Authorized representatives and assigns)

..... Of the First part

AND

Mr/Ms/Mrs_____, Age about ____ **years**, occupation: _____,Residing at: _____, PAN Card No: _____[Hereinafter for the sake of brevity referred to as **THE ALLOTTEE'S** which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]

..... Of the Second Part

Pratima Diliprao Shankarpale
WARDHA

WHEREAS:

A. DESCRIPTION OF THE LAND & PROPERTY :—

A Field property situated at Mouza: Deoli, District: Wardha within the limits of Municipal Council, Deoli and within R.D. and R.S.D. Deoli, Field Survey no. 194/3 , having admeasured area : 2.33 H.R. which was duly converted from Agriculture to Non Agriculture through order dated: 16/01/2023 by Tahsildar, Deoli in revenue case no. Aka/Prastu-1/Jamin/Kavi-128/2023 and sanctioned layout by appropriate authority i.e. T.P and demarcated total 131 plots (Incl. amenity plots) in the Layout having plot area 13408.95 Sq.mtrs. and Amenity plot no.131 area : 1192.44 Sq.mtr.

AND

(i) Any covenants affecting the said property. : **NIL**

(ii) Any impediments attached to the said property. **NIL**

(iii) Any permission (it any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. **NIL**

(iv) Details of mortgage or lien or charge on the said property. **NIL**

B. TITLE CERTIFICATE: The title of the Owner **Sau. Pratima Diliprao Shankarpale** age about 52 years, Occupation:Business, Residing at: Near Water Tank, Kunghatkar Layout, Ward No. 5,Sindi (Meghe) Wardha- 442001. PAN No. AVYPS9447G His clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure.....

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owner **Sau. Pratima Diliprao Shankarpale** age about 52 years, Occupation:Business, Residing at: Near Water Tank, Kunghatkar Layout, Ward No. 5, Sindi (Meghe) Wardha- 442001. PAN No. AVYPS9447G has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/ Developer Promoter has applied for, and is granted due registration under the provisions of the Real Estate [Regulation and Development] Act,

2017, and the same is attached hereto as Annexure .....

D. PURCHASER AGREES TO ACQUIRE : The Purchaser, after satisfying himself as regards the title of the Owner **Pratima Diliprao Shankarpale** age about 52 years, Occupation:Business, Residing at: Near Water Tank, Kunghatkar Layout, Ward No. 5, Sindi (Meghe) Wardha- 442001. PAN No. AVYPS9447G to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure .....and the approved layout Of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. ..... as specified in Schedule A written [hereinafter here in after for the sake of brevity referred to as the" said Plot"]. The Purchaser/s has/ have agreed to acquire Plot No. ....., admeasuring about..... Hectare, at or for the consideration and on the terms and conditions set out hereinafter; the said Plot No.is hereinafter referred to for the sake of convenience and brevity as 'the said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule 'B'.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/ have demanded from the owner and the owner have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER: The Purchaser/s has/have, before the execution hereof, had the title of the Owner thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/themselves that the same is free from all encumbrances, and is clear and marketable.

G. CONSIDERATION : After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs..... (Rupees .....Only) *vide* Cheque No. ..... Dated..... Drawn on..... Bank, Branch being the part payment out of the lump sum total Sale-price of Rs. ..... [Rupees ..... Only] against and in consideration of the said Plot agreed to be

sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents;

DRAFT AGREEMENT FOR SALE

NOW THESE PRESENTS WITNESSETH AHD IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. PURCHASE AND SALE OF THE PLOT :

1.1. The Purchaser/s has/have agreed to acquire and Owner has agreed to sell the said Open Plot No. ....., admeasuring ..... sq.mtr, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the *Schedule A* and specified in Plan *Schedule B* hereunder written;

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure.... ....., hereunder written;

2. CONSIDERATION :

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer/Promoter the said open Plot inclusive the specifications mentioned in the Annexure ..... at or for the mutually agreed lump sum consideration of Rs..... only) and the Purchaser shall make the payment of the same in the name of " ..... " or such other name as may be specified from time to time by the Owner/Developer/Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., are also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2 TIME PERIOD FOR POSSESSION :

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter before... on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owner/Developer/ Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities,and effecting necessary payment as per agreed schedule.

2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTING PARTY:

It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2.....hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for