AGREEMENT TO SELL

FOR RS. _____ ONLY

(RUPEES _____ ONLY)

MARKET VALUE RS. _____ ONLY

THIS AGREEMENT TO SELL is made on this_____ Day of . . . . ., 2017 BETWEEN :-
M/s. VEDA REALTORS (PAN AAHFV2403R) a partnership Firm Through its Partner **Shri Raju S/o Laxmikant Itkelwar**, aged about 46 years, Occupation- Business, R/o. Plot No. 8-A, Chitale Marg, Dhantoli, Nagpur - 440 012, 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_____ Years, Occupation - _____, Resident of_____ 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 SECOND PART. **AND**

WHEREAS All that piece and parcel of land bearing Plot Nos. 108 and 109 admeasuring 381.611 Sq. Mtrs. (4108 Sq. Ft.) in the layout of Green Field Gruha Nirman Sahakari Sanstha Limited, Nagpur, being a part and parcel of entire land bearing Kh. No. 77, P. H. No. 11 of Mouza - Zingabai Takli, together with RCC superstructure standing thereon multistory building name and styled as **"HRUGWED-3"** bearing Corporation House No. 596/A/108+109, City Survey No. 89, Sheet No. 659/20, Ward No. 61 within the limits of Nagpur Municipal Corporation Nagpur and Nagpur Improvement Trust, Nagpur; AND

WHEREAS the Purchaser here-in-above-named has satisfied herself / himself in respect of the Vendors' title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Building(s); AND

WHEREAS the Purchaser being desirous of owning a/an Shop/Apartment for her/his Commercial/Residential use in the said proposed Multistory Building proposed to be constructed on **Plot No. 108 and 109** with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided proportionate share and interest in the said **Plot No. 108 and 109** TOGETHERWITH the entire R.C.C. Superstructure comprising Shop / Apartment No._____ on the _____ FLOOR of a building proposed to be constructed thereon and after detailed negotiations she/he has also agreed to pay, provide and contribute the entire cost of construction of the said Shop/Apartment to the Confirming Party; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors and the Confirming Party have now jointly 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 HERBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREBY AS FOLLOWS :-

1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of Land bearing **Plot No. 108 and 109** containing by admeasurement 1079.65 Sq. Mtrs. (OR 381.611 Sq. Ft.) (i.e._____Percent share in the entire land containing by admeasurement 6303.41 Sq.Mtrs) being a portion of the entire land bearing Kh. No. 77, P. H. No. 11 of Mouza – Zingabai Takli TOGETHERWITH the entire R.C.C. Superstructure comprising Shop/Apartment No._____ covering a Built-up area of ____Sq. Ft. (OR _____Sq. Mtrs.) on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "ADWAIT", out of the complex collectively known and styled as **"HRUGWED-3"**, bearing Corporation House No.

596/A/108+109, City Survey No. 89, Sheet No. 659/20, Ward No. 61 in Tahsil and District – NAGPUR and more particularly described in the FIRST and **SECOND SCHEDULES** hereunder written.

2) THAT the total consideration of Rs. _____ (Rupees _____) Only. is agreed to be paid by the Purchaser to the Vendor through the Consenting Party as per manner given hereunder :

MANNER OF PAYMENT

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor / Confirming Party as Earnest Money in CASH / 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 Confirming Party.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before_____ completion of Plinth.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before_____ casting of First Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before _____/casting of Second Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before _____ casting of Third Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before _____ casting of Fourth Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before _____ completion of Brick Work.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before _____/Plastering.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party on or before _____ finishing.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor / Confirming Party before taking over actual possession of the chosen Shop/Apartment.

_____

Rs. _____ (TOTAL RUPEES _____ONLY)

_____

3. THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates/stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for Payment of each installment(s) is of the ESSENCE OF CONTRACT and consequentially therefore this agreement shall automatically stand terminated and cancelled immediately on

the Purchaser's failure to pay any of the above installments on due dates/stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Confirming Party. In the event of such termination/cancellation of this Agreement, the Confirming Party shall be at full liberty to resell the said Shop/Apartment Together with the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Confirming Party shall within 3 (Three) Months from the date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. _____/- (Rupees _____) Only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him shall not be a ground for non payment of any of the installment(s) on due dates/stages.

4. THAT the Undivided _____Percent share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

5. THAT the Purchaser has satisfied herself/himself with respect to the Vendors' title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation. She / He has satisfied herself/himself about the Confirming Party's/Consenting Party's right to enter into this Agreement with the Purchaser.

6. THAT the Purchaser has finally chosen to own and possess Shop/Apartment No.___ on the _____ FLOOR of the proposed building to be constructed on Plot No. 108 and 109 and known and styled as **"HRUGWED-3"** and more particularly described in the **SCHEDULE** hereunder written.

7. THAT the Confirming Party shall not deliver the actual possession of the said Shop/Apartment to the Purchaser until the entire agreed cost including also the charges for installation of electric and water meters, legal expenses including stamp Duty, Registration fees, Sales Tax, Turn Over Tax, Service Tax and all other taxes are paid by her/him in full to the Confirming Party.

8. THAT the Purchaser agrees to incorporate such terms and conditions, stipulated and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Shop / Apartment Owners interest in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9. THAT the available open space (Excluding the restricted area described in Deed of Declaration), the common areas and facilities as may be provided in the said Building shall be of common use of all the Shop/Apartment owners in the said Building/Estate/Complex and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Shop/Apartment owner or owners.

10. THAT the Purchaser further agrees to pay to the Confirming Party any Sales Tax or Turn Over Tax, Service Tax, VAT if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said Shop/Apartment or on the cost of building materials used including the wages paid thereon or the cost of land as the case may be and shall always keep the Vendors/Confirming Party indemnified against the same.

11. THAT the Purchaser understands that the agreed cost of construction does not include the liability arising out of levy of provident fund for casual construction workers. Hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be borne and paid by the Purchaser to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.

12. THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Shop/Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof, whichever may be earlier.

13. THAT all expenses on account of preparation of all kinds of documents, cost of stamp duty, registration fees and all other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser to the Confirming Party.

14. THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

15. THAT the Consentor hereinabovenamed accords its Consent to the instant transaction of Sale. It declares that the Vendors and the Confirming Party are competent enough to sell the aforesaid property to the Purchaser. The Consentor assures the Purchaser that she/he shall acquired a perfectly good, valid and marketable title to the aforesaid property on obtaining a proper and duly registered Sale Deed from the Vendors and the Confirming Party and duly consented by it.

SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of Land bearing **Plot No. 108 and 109** containing by admeasurement 1079.65 Sq. Mtrs. (OR 381.611 Sq. Ft.) (i.e. _____ Percent share in the entire land containing by admeasurement 6303.41 Sq. Mtrs) being a portion of the entire land bearing Kh. No. 77, P. H. No. 11 of Mouza – Zingabai Takli TOGETHERWITH the entire R.C.C. Superstructure comprising Shop/Apartment No._____ covering a Built-up area of ____Sq. Ft. (OR _____Sq. Mtrs.) on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "ADWAIT", out of the complex collectively known and styled as **"HRUGWED-3"**, bearing Corporation House No. 596/A/108+109, City Survey No. 89, Sheet No. 659/20, Ward No. 61 in Tahsil and District – NAGPUR and bounded as under :-

On the East	-	Layout Road.
On the West	-	Plot Nos. 91, 92 & 93
On the North	-	30 Ft. Road.
On the South	-	Plot No. 107

IN WITNESS WHEREOF VENDORS & PURCHASER, hreinabovenamed 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)_____

M/s. VEDA REALTORS
Through its Partner
Shri Raju Laxmikant Itkelwar
Vendor

(2)_____

(_____)

PURCHASER