

AGREEMENT TO SALE

VALUED AT Rs. _____/-
Market Value for the purpose of Stamp Duty Rs. _____/-

This AGREEMENT TO SELL is made at Nagpur on this..... Day of in the year TWO THOUSAND and SEVENTEEN between

01. **SHRI RAMDEO S/O PRALHADRAI AGRAWAL**, aged about 47 years, hereinafter known and referred to as the "PROMOTER/DEVELOPER" which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER as well as his heirs, legal representatives, administrators and assigns or any other person claiming for or through him of the PARTY OF THE FIRST PART, AND; **{PAN : ABUPA3521F}**

AND

02. **MR.** aged about years, Occupation: Business, {PAN :}

03. **MRS.** aged about years, Occupation: Business, {PAN :}

Both Residents of, hereinafter known and referred to as the **“PURCHASER/S”** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

WHEREAS ALL THAT piece and parcel of land bearing Kh. No. 78, having an area of 6.01 Hectors Land Revenue Rs. 21.00 Yearly held in Bhogwatdar Class-1 Rights, situate at Village - PEWATHA, P.S.K. 40-A in Tahsil - NAGPUR (RURAL), District - NAGPUR, originally Owned by Shri Nilkantha Gopalrao Which was purchased by Shri Govind Zibal Dagde and Shri Bapurao Zibal Dagde by sale deed dated 29.06.1959 as epr records of Jama Bandi of 1954-55 and Adhikar Abhilekh prepared U/s. 115 of Madhya Pradesh Land Revenue Code, 1955 And.

WHEREAS, Shri Bapurao Zibal Dagde expired on 16.10.1990 and on his death his share in the said property was inherited by his son Shri Arun Bapurao Dagde, daughter Smt. Nirmala Sahebrao Kechhe and widow Smt. Sakhubai Bapurao Dagde by way of intestate succession and their names were mutated in revenue records as the co-owners of the said land vide ferfar No. 91 dated 25.09.1992, AND;

WHEREAS, another co-owner Shri Govindrao Zibal Dagde also expired on 06.09.1999 and on his death his share in the said land was inherited by his son Shri pankaj Govindrao Dagde, Son Shri Sandeep govindrao Dagde, Daughter Ms. Sarita Govindrao Dagde and Widow Smt. Vatsalabai Govindrao Dagde by way of intestate succession and their names were mutated in revenue records as the co-owners of the said Land vide Ferfar No. 358 dated 13.02.2006, And;

WHEREAS, Shri Arun Bapurao Dagde, Smt. Nirmala Sahebrao Kechhe and Smt. Sakhubai Bapurao Dagde sold their share in the said property i.e. 3.01 HR to Shri Sunil Mahadeorao Deshmukh, Smt. Asha Madhusudan Deshmuk and Smt. Saraswati Mahadeorao Deshmukh by sale deed dated 20.04.2006 registered with sub-registrar Nagpur (Rural) at Book No. 1, at Serial No. 2202 dated 20.04.2006 and the names Shri Sunil Mahadeorao Deshmukh, Smt. Asha Madhusudan Deshmuk and Smt. Saraswati Mahadeorao Deshmukh were mutated in revenue records as the Owner of 3.01 HR., AND;

WHEREAS, Smt. Vatsalabai Dagde Wd/o. Govind Dagde, Miss Sarita Dagde D/o. Govind Zibal Dagde, Shri Pankaj Dagde S/o. Govind Zibal Dagde, Shri Sandeep Dagde S/o. Govind Zibal Dagde, being not interested in retaining their shares of the land have decided and agreed to transfer their rights in favour of Shri Sunil Sharma for a consideration of Rs. Twenty Nine Lakhs, AND;

WHEREAS, Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh being not interested in retaining the said land then decided to transfer the said land and utilize the sale proceeds thereof for the best interest of themselves and agreed to transfer the said land in favour of the Sunil Sharma and Rakesh Pandey for a consideration of Rs. Seventy Seven Lakhs

agreeing inter-alia that they will execute the sale deed related to said property in favour of Shri Sunil Sharma and Rakesh Pandey and their nominees AND;

WHEREAS, Smt. Vatsalabai Dagde Wd/o. Govind Dagde, Miss Sarita Dagde D/o. Govind Zibal Dagde, Shri Pankaj Dagde S/o. Govind Zibal Dagde, Shri Sandeep Dagde S/o. Govind Zibal Dagde, have executed a general Power of Attorney dated 25.07.2007 registered with sub-registrar Nagpur -3 at serial No. 3399-2007 dated 25.07.2007 for the abovementioned transfer of rights in favour of the Shri Sunil Sharma, AND;

WHEREAS, Shri Sunil Sharma being not able to make the payment of remaining consideration amount to Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh further assigned his right to obtain the sale deed for all 6.01 HR. from above mentioned persons i.e. Smt. Vatsalabai Dagde Wd/o. Govind Dagde, Miss Sarita Dagde D/o. Govind Zibal Dagde, Shri Pankaj Dagde S/o. Govind Zibal Dagde, Shri Sandeep Dagde S/o. Govind Zibal Dagde, Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh in faovur of Shri Rakesh Pandey for valuable consideration of Rs. Seventy Four Lakhs, AND;

WHEREAS, Shri Rakesh Pandey have accordingly paid Rs. Sixty Three Lakhs to Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh and Rs. Eleven Lakhs to Shri Sunil Sharma towards the purchase of Rights. AND;

WHEREAS, Shri Rakesh Pandey further assigned his rights to obtain the sale deed from 0. Vatsalabai Dagde Wd/o. Govind Dagde, Miss Sarita Dagde D/o. Govind Zibal Dagde, Shri Pankaj Dagde S/o. Govind Zibal Dagde, Shri Sandeep Dagde S/o. Govind Zibal Dagde, Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh in favour of the present "PROMOTER/DEVELOPER" for a valuable consideration and the Sale Deed was executed relating to the said land by Smt. Vatsalabai Dagde Wd/o. Govind Dagde, Miss Sarita Dagde D/o. Govind Zibal Dagde, Shri Pankaj Dagde S/o. Govind Zibal Dagde, Shri Sandeep Dagde S/o. Govind Zibal Dagde, Shri Sunil Deshmukh S/o. Mahadeorao Deshmukh, Smt. Asha Deshmukh W/o. Madhusudan Deshmukh, and Smt. Saraswati Deshmukh W/o. Mahadeorao Deshmukh, the sale deed was registered at serial no. 2402 with the office of sub-registrar Nagpur -7 (Gramin) on 22.04.2014. The said sale deed was consented by Shri Sunil Sharma and Rakesh Pandey. As a result therefore the "PROMOTER/DEVELOPER" has now

become an exclusive, absolute and full Owner of the said Kh. No. 78 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS the "PROMOTER/DEVELOPER" decided to develop the aforesaid Kh. No. 78 of Mouza - PEWATHA into a Layout by carving out various Residential Plots of different sizes therein; AND

WHEREAS the "PROMOTER/DEVELOPER" has accordingly prepared a Plan of a Layout of the said Kh. No. 78 of Mouza: PEWATHA. The use of the said lands were converted from agricultural use into Non-Agriculture use i.e. residential purpose by the Collector, Nagpur vide his order in the Rev. Case No. 302/NAP-34/2015-2016 dated 03.05.2016 and the layout out on the said lands is duly approved and sanctioned by the Town Planner, Nagpur vide letter No. NAP-2016/M.A.7/T-1 dated 22.01.2016. The said Layout is sanctioned as a Residential Layout and the same is known and styled as SANDESH NAGARI; AND

WHEREAS, The above mentioned "PROMOTER/DEVELOPER" agrees to develop the layout at his own cost as per the drawing, designs & specification approved by the Nagpur Improvement Trust, Nagpur as per the terms and conditions mentioned in letter no. A.E. (Metro-1)5519 Dated 23.06.2016 of A.E.(Metro-1), Nagpur Improvement Trust, Nagpur and Non-agricultural order of Collector, Nagpur Dated 03.05.2016.

WHEREAS, the "PROMOTER/DEVELOPER" has sole and exclusive right to sell the Plots in the said Layout carved out by the "PROMOTER/DEVELOPER" on the Project Land and to enter into Agreement with the prospective Purchaser/s of the Plot so as to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser/s, the "PROMOTER/DEVELOPER" has given inspection of all the documents of title relating to the project land and the Layout plan, designs prepared by the "PROMOTER/DEVELOPER" Architects Mr. DILIP HINGE (CA/2013/59746) and of such other documents as are specified under the RERA (Real Estate Regulation and Development Act 2016) (hereinafter referred to as "the said Act") and the Rules and Regulations made there under. The Purchaser has, prior to the execution hereof perused the Title documents, Layout maps of the said Project and the other documents and papers disclosed by the "PROMOTER/DEVELOPER" and satisfied herself/himself/themselves about the title of the "PROMOTER/DEVELOPER" to the said Property and/or right of the "PROMOTER/DEVELOPER" to sell the same on ownership basis. The Purchaser hereby confirms that the "PROMOTER/DEVELOPER" has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the

same and has no further or other information nor disclosure to be required from the "PROMOTER/DEVELOPER";

WHEREAS the Purchaser hereinabove named has satisfied herself/himself in respect of the "PROMOTER/DEVELOPER"'s title to the said property as good, valid and marketable; AND

WHEREAS, the PRAMOTOR/DEVELOPER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____;

WHEREAS the Purchaser has also seen and approved the Plan of the said Layout; AND

WHEREAS the Purchaser hereinabove named being desirous of owning an Independents Plot in said Layout for her/his Residential Use with heritable and transferable rights therein has now approached the "PROMOTER/DEVELOPER" and expressed her/his desire and willingness to purchase the Plot No. ____ and accordingly the Purchaser has booked the same on total consideration of Rs. _____/- (Rupees _____ Only)

WHEREAS considering her/his request and after detailed negotiations the "PROMOTER/DEVELOPER" has 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 THIS DEED OF SALE

WITNESSES AS FOLLOWS :-

1). THAT the "PROMOTER/DEVELOPER" will SELL and the PURCHASER/S will BUY ALL THAT Piece and Parcel of land bearing Plot No. _____ Containing by admeasuring to _____ Sq. Mtr. (_____ Sq. Ft) out of the sanctioned layout known and styled as "SANDESH NAGARI" being a portion of the entire land bearing Kh. Nos. 78 of Mouza - PEWATHA, P.S.K. 40/A, situate at Village - Pewatha, within the limits of Gram Panchayat Pewatha in Tahsil - Nagpur (Rural) and District - NAGPUR and more particularly described in the SCHEDULES hereunder written.

MANNER OF PAYMENT :

AMOUNT RS.	CH. NO.	DATED	BANK

That the PURCHASER agrees to pay the balance consideration of amount to the PROMOTER/DEVELOPER within a period of months from the date of execution of this Agreement in equated monthly installments as per the progress of the development work on the said land and on receipt of entire agreed agreed consideration, the PROMOTER/DEVELOPER shall execute the Sale Deed of the said Plot in favour of the PURCHASER as per provisions of governing Laws.

That the PROMOTER/DEVELOPER shall obtain the necessary papers, Documents, No Objections or any Release, if required at its own costs bon or before before the date of execution and registration of Sale Deed of the said Plot.

2). The "PROMOTER/DEVELOPER" s does hereby covenants with the PURCHASER/S that the "PROMOTER/DEVELOPER" s has good, valid marketable title to the property hereby agreed to be sold and is free from all encumbrances, charges, lien, hypothecation etc. That the "PROMOTER/DEVELOPER" has absolute right and full authority to transfer the same by way of sale to the PURCHASER/S absolutely forever.

3). That the "PROMOTER/DEVELOPER" have done no act whereby the property hereby agreed to be sold is encumbered in any way or whereby they are debarred from transferring the same by way of sale to the PURCHASER/S.

4). That the "PROMOTER/DEVELOPER" further assures to the PURCHASER/S that they have not transferred the said property by way of sale, gift, mortgage, lease or in any other manner whatsoever to anybody else till date.

5). That the property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereinunder written and if any mis-statement error, or omission shall be discovered the same shall not annul

this agreement of sale, nor shall any compensation be allowed in respect thereof to the PURCHASER/S, but all the same such mis-statement error, or omission will always be subject to correction by the parties hereto.

6). THAT the "PROMOTER/DEVELOPER" is fully entitled to make any addition, alterations or suitable changes in the said layout as per the Building Bye-laws, rules and Regulations of the Town Planning Department. The PURCHASER/S shall not have any objection or right of obstruction for such changes, alterations or additions in the said Layout.

7). THAT the "PROMOTER/DEVELOPER" shall not be held responsible for any consequences arising out of breach of any of the conditions mentioned in the N.A. Order by the PURCHASER/S. The PURCHASER/S shall obtain the necessary sanction for construction of a Residential House on the said Plot of land. It is further specifically agreed by the PURCHASER/S that it shall always abide itself by the rules and regulations of building construction etc. as may be imposed by the Sanctioning Authority.

8). THAT the PURCHASER/S shall not have any claim on the Public Utility lands, open spaces and parking etc. Which will remain with the "PROMOTER/DEVELOPER" and the same shall be used for the entire layout

9). That the "PROMOTER/DEVELOPER" shall obtain No objection Certificate from the concern authority and any other documents which shall be required for the valid registration of the Sale Deed.

10). That the "PROMOTER/DEVELOPER" further assures to the PURCHASER/S that the property hereby sold is the separate and self acquired property belonging to them alone and none except them have any manner of right, title or interest whatsoever in respect of the same.

11). That the "PROMOTER/DEVELOPER" shall pay all dues in respect of to Land Revenue/Non-Agricultural Assessment, Grampanchat Taxes, Cesses and all other outgoing etc. levied on the property hereby agreed to sale and in the event if it is discovered that there remain any arrears to be paid, the "PROMOTER/DEVELOPER" undertakes to pay the same to the PURCHASER/S or to the Competent Authority.

12). That all expenses on account of preparation of this agreement of Sale and Sale Deed including the cost of Stamp Duty and registration fees payable are and shall be borne and paid by the PURCHASER/S.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL PLOT)

ALL THAT Piece and Parcel of land bearing **Plot No.** _____
admeasuring about _____ Sq. Mtr. (dimensions are as per the plan annxed
herewith) out of the sanctioned layout known and styled as "SANDESH NAGARI"
being a portion of the entire land bearing Kh. No. 78, in all admeasuring about
60100.00 Sq. Mtrs. in Mouza - PEWATHA, P.S.K. 40-A, situate at Village -
PEWATHA, within the limits of Gram Panchayat Pewatha in Tahsil - Nagpur
(Rural) and District - NAGPUR and bounded as under :-

ON THE NORTH -

ON THE EAST -

ON THE WEST -

ON THE SOUTH -

IN WITNESS WHEREOF the said "PROMOTER/DEVELOPER" & PURCHASER/S
hereinabove named have hereto set their respective hands and signed this
AGREEMENT TO SALE in the presence of attesting witness signing as such on the
day first above written .

WITNESSES:

01.



(RAMDEO PRAHLADRAI AGRAWAL)
"PROMOTER/DEVELOPER"

02.

(_____)
PURCHASER/S