Stamp Duty Rs. ----------/-

Item No. 9.1, MOUZA FETRI, TAHSIL:- NAGPUR (RURAL) @ Rs. ---------/- PER SQ. MTRS.

AGREEMENT TO SELL

VALUED AT RS----------/- ONLY
(Rupees. ---------- Only)

MARKET VALUE Rs. ---------/-

This AGREEMENT TO SELL is made and executed at Nagpur on this __ Day of APRIL, 2017 BETWEEN

(1) **SHRI. RAKESH BABULAL PATNI, (PAN ADPPP0613A),** aged about 48 years, Occ:- Business/ Agriculture,

(2) **SHRI. BABULAL ROSHANLAL PATNI, (PAN AAOPP2757M),** aged about 71 years, Occ:- Business/ Agriculture,

(3) **SMT. TARADEVI BABULAL PATNI, (PAN AAOPP2630D),** aged about 67 years, Occ:- Household/ Agriculture,

(4) **SMT. ANITA RAKESH PATNI, (PAN AAZPP6826C),** aged about 44 years, Occ:- Household/ Agriculture,

(5) **SHRI. BABULAL ROSHANLAL PATNI-HUF acting Through its Karta SHRI. BABULAL S/o ROSHANLAL PATNI, (PAN AAAHB4541B),** aged about 71 years, Occ:- Business/ Agriculture, ALL Residents of 52, Balraj Marg, Dhantoli, NAGPUR-440012.

hereinafter 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 his/ her/ their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

SHRI. **---------- (PAN ---------),** aged about -- years, Occ:- -------, R/o. ----------.

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 his/her heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 120/2, admeasuring 2.02 H.R i.e about 5.00 Acres, Land Revenue Rs. 8.00, P.H. No. 4 held in

Occupancy Class-1 Bhumiswami rights situated at Mouza FETRI, Tahsil & Dist Nagpur Originally belonged to (i) Smt. Manisha Lilaram Balwani, (ii) Smt. Kavita Balram Kakwani, (iii) Smt. Chandrakala Vinod Sindhi, (iv) Smt. Usha Suresh Budhwani and (v) Smt. Komal Vedprakash Khanuja having purchased the same by way of a Sale Deed dated ____ which is duly registered at Serial No. ____ before the Sub Registrar___, Nagpur; AND

WHEREAS, (i) Smt. Manisha Lilaram Balwani, (ii) Smt. Kavita Balram Kakwani, (iii) Smt. Chandrakala Vinod Sindhi later on sold and transferred their Undivided Share in the said Agriculture land of Khasra No. 120/2 being 1.21 H.R by agreement to Sell dated 13-11-2001 to the other Co-owners i.e Smt. Usha Suresh Budhwani and Smt. Komal Vedprakash Khanuja by way of a Sale Deed dated 3-11-2010 registered Sub-Registrar, Nagpur-10 at Book No.1 at Serial No. 4986 dated 3-11-2010; AND

WHEREAS the said Smt. Usha Suresh Budhwani and Smt. Komal Vedprakash Khanuja later on entered into an Agreement to Sell the said Agriculture land to Shri. Rakesh Babulal Patni, Shri. Babulal Roshanlal Patni, Sm.t Taradevi Babulal Patni, Smt. Anita Rakesh Patni and Babulal Roshanlal Patni-HUF by way of an Agreement dated 31-12-2013 which is duly registered at Serial No. 2251 before the Sub Regisrar-7, Nagpur-Rural; AND

WHEREAS, the said Smt. Usha Suresh Budhwani and Smt. Komal Vedprakash Khanuja subsequently executed the Sale Deed of the said Agriculture Land in favour of Shri. Rakesh Babulal Patni and others by way of a Sale Deed dated 17-02-2016 which is duly registered at Serial No. 1278 before the Sub Regisrar-7, Nagpur- Rural; AND

WHEREAS, the said Shri. Rakesh Babulal Patni, Shri. Babulal Roshanlal Patni, Smt Taradevi Babulal Patni, Smt. Anita Rakesh Patni and Babulal Roshanlal Patni-HUF, the Vendors herein above named have become the Joint Co-owners of ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 120/2, admeasuring 2.02 H.R i.e about 5.00 Acres, Land Revenue Rs. 8.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza FETRI, Tahsil & Dist Nagpur with transferable and heritable rights therein and their names are also duly mutated in the relevant revenue records; AND

WHEREAS, THAT, the aforesaid entire land comprising Kh. No. 120/2 admeasuring 2.02 H.R of Mouza- FETRI is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide its Order Dated 3-03-2016 passed in Revenue Case No. 429/NAP-34/2014-2015;

WHEREAS, the Vendors being desirous of developing the said Land and framed a scheme for development/construction and sale of a Township Project thereon, to be named as '**----------**', hereinafter referred to as the '**Said Project**', comprising of Plots, flats,

row houses, villas, apartments and commercial sectors etc therein after due sanctions by the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the Vendors hereinabovenamed accordingly prepared a layout of the aforesaid land by carving out various Plots of different sizes therein and has also further entered into an Development Agreement dated 6-03-2017 with the Nagpur Improvement Trust in respect of the Development of the said Layout, AND

WHEREAS the said layout plan is also finally sanctioned and approved by the Hon'ble Chairman, Nagpur Improvement Trust, Nagpur on 6-03-2017; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning an independent Plot in the said Layout for his Residential Use with heritable and transferable rights therein later on approached the Vendors and has expressed his desire and willingness to purchase a **Residential Plot** ; AND

WHEREAS the Purchaser hereinabovenamed has satisfied himself in respect of the Vendor's title to the said property as good, valid and marketable and further inspected and satisfied as regards development/amenities provided to the said layout and also the specific terms and conditions for allotment and also the Agreement dated 6-03-2017 with the Nagpur Improvement Trust in respect of the Development of the said Layout; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning an independent Plot in the said Layout for his Residential Use with heritable and transferable rights therein later on approached the Vendors and has expressed his desire and willingness to purchase a **Residential Plot bearing No. ------** AND

WHEREAS the Purchaser has accepted the terms and conditions stipulated for occupation of the plot and finally chosen to purchase **Plot No. ---** containing by admeasurements **----- Sq. Mtrs. (i.e. --- Sq. Ft.)** out of the said Lay-out ; AND

WHEREAS considering his request and after detailed negotiations the Vendors have now jointly agreed to sell **Plot No. --** to the Purchaser for a total Consideration of **Rs. -------/- (Rupees. ---------- Only)**, upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES AS UNDER:

1. That the Vendor will sell and the Purchaser will purchase ALL THAT PIECE AND PARCEL of land bearing Plot No. -- containing by admeasurements ------- Sq. Mtrs

out of the " _____" Layout being a portion of the entire land bearing Khasra No. 120/2 admeasuring 2.02 H.R, Land Revenue Rs. 8.00, P.H. No. 4 situated at Mouza FETRI, Tahsil & Dist NAGPUR & more particularly described in the Schedule herein under written.

2. That the total price agreed is **Rs. -----/- (Rupees. ------- Only)** which the Purchaser has agreed to pay to the Vendors in the following manner:-

MANNER OF PAYMENT:-

Rs. ------=00	(Rupees. ----- Only) paid by the Purchaser to the Vendor by Cheque No. ------ dated ------- drawn on ----------, --------Branch Nagpur, the receipt whereof the said Vendor does hereby admit, acknowledge and confirm.
Rs. --------=00	(Rupees. ------ Only) agreed to be paid by the Purchaser to the Vendor on or before _____ at the time of registration of the Sale Deed.
=========	
Rs. -------/-	**TOTAL (RUPEES. ---------- ONLY)**
=========	

1. It is specifically understood by the PURCHASER that time stipulated for payment of balance sale consideration is the essence of the contract and that no further extension of time shall be granted to him/her. It is also specifically agreed that the Vendors shall have the right to terminate the contract if the PURCHASER fails to make the payment of the Balance sale consideration within the stipulated time. If the payment is not made by the PURCHASER within the stipulated time, this agreement will automatically stand terminated and cancelled and in such event the Vendors Party shall deduct and appropriate amount by way of liquidated damages equal to 40% of the total consideration amount and refund the balance, if any, without any interest to him/her within 90 days from the date this agreement standing terminated and cancelled. The Vendors Party shall also be entitled to deduct the necessary statutory charges paid/deposited by the Vendors to the statutory authorities.

2. That the said property agreed to be sold is the joint property of the Vendors and they have full and absolute right to sell, transfer, convey and assign the same. No other person whatsoever has any right, title or interest in the said property and in case of any

dispute regarding the title of the said property is found, the Vendors shall clear the same and shall give clear and marketable title to the Purchasers.

3. The Vendors declare that the said property is free from encumbrances of all kinds whatsoever and also payment of revenue assessments, cess, rents, revised or otherwise levied on the said Plot, till the date of execution and registration of the Sale Deed.

4. THAT the Vendors assure the Purchaser that none except them have acquired any manner of right, title and/or interest of any kind whatsoever in the said property.

5. THAT the Vendors shall answer all the reasonable requisition 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.

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 property is the absolute property of the Vendor and this agreement shall be binding upon his legal heirs, successor, assigns, Liquidators, Administrators, and any person or body of persons acting on their behalf, etc.

8. That the Sale Deed of the said Plot will be executed on or before ____ on receipt of the entire balance Sale Consideration in favor of the Purchaser or his nominee(s).

9. That the Vendor shall deliver the actual physical and vacant possession of the said property hereby agreed to be sold to the Purchaser or his nominee(s) at the time of registration of the Sale Deed.

10. The Purchaser hereby agrees to enter into a maintenance agreement with any association / agency or other body / (ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed / nominated by the Vendor from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Purchaser shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Purchaser is in

occupation/possession of the Said property or not. In order to secure due performance of the Purchaser in payment promptly of the maintenance bills and other charges raised by the maintenance agency, the Purchaser shall deposit, as per the Schedule of Payment and to always keep deposited with the Vendor or the Maintenance Agency as Interest Free Maintenance Security (IFMS). In case of failure of the Purchaser to pay the maintenance bills and/or other such charges on or before the due date, the Purchaser in addition to permitting the Vendor / Maintenance Agency to deny him/it the maintenance services, also authorizes the Vendor to adjust such arrears/dues against the IFMS deposited by the Purchaser with the Vendor / Maintenance Agency. This arrangement shall continue till the maintenance of the Said Project is handed over to the Municipal Authorities or the association of the Purchasers/occupants.

11. Further, the Vendor or its nominated agency reserves the right to increase maintenance charges / IFMS from time to time in keeping with the increase in the cost of maintenance of services and the Purchaser agrees to pay such increase as and when demanded by the Vendor or its nominated agency.

12 The Purchaser has entered into this Agreement with full knowledge and subject to all the laws and notifications and rules applicable to the area where the Said Land is located. The Purchaser has satisfied himself / herself about the interest and title of the Vendor in the Said Land and understands all limitations and obligations in respect of the same and no objection/reservation of any nature whatsoever shall hereafter be made by the Purchaser in this respect. The Purchaser shall be entitled to own, occupy and use the property in accordance with the local laws.

13. The Purchaser, if desires to avail the services or amenities, shall be required to apply for the membership of the club, gymnasium, health spa, meditation center, swimming pool etc. and other such services provided in the Said Project and shall be liable to pay to the Vendor or its nominated agency such membership fee and charges as may be demanded for the same. It is made clear by the Vendor and fully understood by the Purchaser that the Purchaser, as such or by virtue of this Agreement, will have no right, title or interest in any land/ buildings/ common areas or any part thereof outside the Said Plot hereby agreed to be sold and/or any facilities, amenities, services including schools, shops, club, dispensary, gardens, etc. as may be provided in the Said Project.

14. The Purchaser shall not be entitled to assign the allotment of the Said property to any other person without written consent of the Vendor in this regard. It is clearly understood by and between parties hereto that all the provisions contained herein and the obligations arising out of this agreement and other rules and regulations applicable in respect of the property shall equally be applicable to and enforceable against any or all occupiers tenants, licensees and / or subsequent purchasers / assignees of the Said property.

15. The Purchaser further agrees and accepts that from the date of the said property being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the unit area of the accommodation) of all outgoings in respect of the said plot and buildings viz. Local taxes, MVAT (if applicable), betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

16. Commencing a week after notice in writing is given by the Vendor to the Purchaser that the premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Plot or the area of the unit constructed thereon) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Personnel, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Vendor Company or Association of persons is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

17. The Purchaser shall observe and perform all the rules and regulations which the society/limited Vendor Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the society/limited Vendor Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

18. The Purchaser do hereby covenants with the Vendor:

a) To maintain the Said property in good tenantable state and condition from the date of taking possession of the same and not do or suffer to be done anything, in or to the neighbouring areas or any part of the Said Land in which the Said is situated which is against the rules, regulations or bye/laws of the concerned local authority and/or co-operative society.

b) The Purchaser undertakes and confirm that the Building Plan of the Residential Unit be constructed on the Plot of land hereby agreed to be sold shall be duly sanctioned and approved by the Purchaser from the Competent Authority and it shall be in conformity

with the other Residential Units in the said project as to the elevation of the Building and its color combination with rest of the residential units in the said project.

c) Not to demolish or cause to be demolished the Said Residential Unit to be constructed or any part thereof, nor at any time make or cause to be made, any additions or alternations of whatsoever nature in or to the Said Residential Unit or any part thereof, or any alternations in the elevation/arcade, closing/covering of the verandah or lounge or balconies and change the outside colour scheme of the Said Residential Unit and shall keep the sewers, drains and pipes in the premises and appurtenances thereto, in good tenantable repair and conditions and shall not chisel or in any other manner damage the columns beams walls, stalls or RCC Pardis or carry out other structural alterations in the Said Residential Unit.

d) The Allottee / Purchaser shall not sink, drill, install and/or commission any well borewell / tubewell within the Said Residential Unit or any where outside the area of the Said Residential Unit allotted to him/it. In case of shortage in supply of water in the Said Residential Unit, the Allottee / Purchaser shall apply for permission in this regard, which can be considered by the Vendor Company / maintenance agency subject to the rules and conditions as may be applicable.

e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Residential Unit in any part of the Said Project or any portion of the Said Land.

f) Not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the Said property or the interest/benefit under this Agreement, unless all the dues payable to the Vendor under this Agreement and otherwise in respect of the Said property /Residential Unit are fully paid.

g) To abide by the terms & and the conditions of the agreement and the applicable laws and to indemnify for any such act that results in loss owing to any contravention or non compliance of any of the provisions of the Agreement.

19. **Rights of the Vendor:-**

(a) Subject to the rights of the Purchaser herein contained in respect of the Said property, the Vendor Company shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Project, provided that the Vendor shall not in any way affect or prejudice the rights hereby granted in favour of the Purchaser.

(b) At its sole and absolute discretion, the Vendor may start construction/development/renovations on any part of the Said Land/Project including wings thereof or may postpone such construction thereof. The Purchaser under any

circumstances shall not stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.

(c) The Purchaser hereby authorizes and permits the Vendor to raise finance/loan from any Financial Institution / Bank by way of mortgage / charge / securitization of the Said property allotted to him subject to the same being free of such encumbrances at the time of execution of Sale Deed.

20. All communications shall be sent by the Vendor to the Purchaser at the mailing address given by him which shall be deemed as served duly. The address provided shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Purchaser and the Purchaser shall be responsible for any default in payment and other consequences that might occur there from. In case of joint allotment , all communications, demand notices etc. shall be sent by the Vendor to the Purchaser whose name appears and at the address given by him, which shall for all purpose be considered as service on all the Purchasers and no separate communication shall be sent to the other named Purchasers.

21. That this agreement is subject to the jurisdiction of the competent civil court at Nagpur.

22. All the expenses with respect to the drafting of this Agreement to Sell, registration charges, stamp duty, Lawyers Fees etc has been borne by the PURCHASER.

SCHEDULE OF THE DESCRIPTION OF THE PROPERTY.

ALL THAT PIECE AND PARCEL of land bearing Plot No. -- containing by admeasurements ------- Sq. Mtrs out of the " _____" Layout being a portion of the entire land bearing Khasra No. 120/2 admeasuring 2.02 H.R, Land Revenue Rs. 8.00, P.H. No. 4 situated at Mouza FETRI, Tahsil & Dist NAGPUR and bounded as Under:-

EAST:-
WEST:-
NORTH:-
SOUTH : .

IN WITNESS WHEREOF the aforesaid VENDOR / PARTY No. 1, & the PURCHASER / PARTY NO. 2 herein above named have here to set their respective hands and signed this Agreement to Sell at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

1. ---------- ----------

SHRI. RAKESH BABULAL PATNI.

SHRI. BABULAL R. PATNI.

SMT. TARADEVI B. PATNI.

SMT. ANITA R. **PATNI.**

SHRI. BABULAL R. PATNI-HUF

Through Karta

SHRI. BABULAL R PATNI.

(VENDOR / PARTY No.1)

2.----------

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(PURCHASER /PARTY No.2)