

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. SANDESH INFRASTRUCTURES PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having registered Office at Santra Market, Nagpur – 440018, having incorporation No. U45200MH2005PTC155257 acting through authorised Directors **SHRI RAMDEO S/O PRALHADRAI AGRAWAL,** aged about 47 years, and/or **SHRI DILIP S/O PRALHADRAI AGRAWAL,** aged about 41 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 it's Directors, Shareholders, representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART, AND; {PAN : AAJCS2575A}

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 Agricultural land bearing Kh. No. 186/1 of Mouza - JAMTHA, having an area of 2.65 Hectors (i.e. 6.55 Acres), Rental Rs. 4.15 held in Bhogwatdar Class-1 Rights, situate at Village - Jamtha, P.S.K. 42 in Tahsil - NAGPUR (RURAL), District - NAGPUR, Originally belonged to Shri. Tukaram S/o Ganpatrao Dhage, being his separate property. The said property was acquired ,by the said Shri. . Tukaram S/o Ganpatrao Dhage by virtue of Family Partition; AND

WHEREAS the said Shri. Tukaram S/o Ganpatrao Dhage lateron in his turn transferred the aforesaid Agricultural Land by way of Sale to Shri. Sandeep S/o Indrajeet Suri by a Sale Deed Dated 16-8-2007, which is duly Registered in the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 5096 on even date. The said Sale Deed is duly consented by Shri. Saquib S/o Gafoor Parekh and Shri. Kishor S/o Tukaram Dhage, Shri. Sharad S/o Tukaram Dhage, Shri. Mahesh S/o Tukaram Dhage, Mrs. Surekha W/o Abhimanyu Gandhare and Mrs. Nirjala W/o Arunrao Aakare; AND

WHEREAS the said Shri. Sandeep S/o Indrajeet Suri further transferred the aforesaid property by way of Sale to M/S. SANDESH INFRASTRUCTURES PRIVATE LIMITED, the "PROMOTER/DEVELOPER" hereinabove named, by a Sale Deed Dated 14-10-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-Rural-7 in Book No. 1 at Sr. No. 6848 on 25-10-2010. The said Sale Deed is duly consented by M/s. Balram Vinimay Private Limited. As a result therefore the "PROMOTER/DEVELOPER" has now become an exclusive, absolute and full Owner of the said Kh. No. 186/1 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS ALL THAT Agricultural land bearing Kh. No. 186/2 of Mouza - JAMTHA, having an area of 1.57 Hectors (i.e. 3.87 Acres), Rental Rs. 2.75 held in Bhogwatdar Class-1 Rights, situate at Village - Jamtha, P.S.K. 42 in Tahsil - NAGPUR (RURAL), District - NAGPUR, Originally belonged to Shri. Dnyaneshwar S/o Ganpatrao Dhage, being his self acquired property; AND

WHEREAS the said Shri. Dnyaneshwar S/o Ganpatrao Dhage lateron in his turn transferred the aforesaid Agricultural Land by way of Sale to Shri. Shyam S/o Kashiprasad Borele by a Sale Deed Dated 12-10-2007, which is duly Registered in the Office of the Joint Sub-Registrar Nagpur-7 in Book No. 1 at Sr. No. 5935 on even date. The said Sale Deed is duly consented by Shri. Pankaj S/o Kundanlal Dhanwan.; AND

WHEREAS the said Shri. Shyam S/o Kashiprasad Borele lateron in his turn transferred the aforesaid Agricultural Land by way of Sale to M/S. BALRAM VINIMAY PRIVATE LIMITED, by a Sale Deed Dated 15-10-2008, which is duly Registered in the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 5538 on even date. The said Sale Deed is duly consented by Shri. Sandeep S/o Indrajeet Suri; AND

WHEREAS the said M/s. Balram Vinimay Private Limited further transferred the aforesaid Kh. No. 186/2 of Mouza - JAMTHA by way of Sale to M/S. SANDESH INFRASTRUCTURES PRIVATE LIMITED, the "PROMOTER/DEVELOPER" hereinabove named, by a Sale Deed Dated 8-2-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-Rural-7 in Book No. 1 at Sr. No. 1216 on even date. As a result therefore the "PROMOTER/DEVELOPER" has now become an exclusive, absolute and full

Owner of the said Kh. No. 186/2 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS ALL THAT Agricultural land bearing Kh. No. 186/3 of Mouza - JAMTHA, having an area of 1.47 Hectors, Rental Rs. 2.75 held in Bhogwatdar Class-1 Rights, situate at Village - JAMTHA, P.S.K. 42 in Tahsil - Nagpur (Rural) and District-NAGPUR, Originally belonged to Shri. Kisan S/o Ganpatrao Dhage, being his self acquired property; AND

WHEREAS the said Shri. Kisan S/o Ganpatrao Dhage lateron in his turn transferred the aforesaid Agricultural Land by way of Sale to M/s. Bholebaba Roadways Private Limited by a Sale Deed Dated 10-7-2008, which is duly Registered in the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4146 on even date; AND

WHEREAS the said M/s. Bholebaba Roadways Private Limited further transferred the aforesaid Kh. No. 186/3 of Mouza - JAMTHA by way of Sale to M/S. SANDESH INFRASTRUCTURES PRIVATE LIMITED, the "PROMOTER/DEVELOPER" hereinabove named, by a Sale Deed Dated 8-2-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-Rural-7 in Book No. 1 at Sr. No. 1217 on even date. As a result therefore the "PROMOTER/DEVELOPER" has now become an exclusive, absolute and full Owner of the said Kh. No. 186/3 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS ALL THAT Agricultural land bearing Kh. No. 186/5 of Mouza - JAMTHA, having an area of 1.58 Hectors (i.e. 3.90 Acres), Rental Rs. 2.75 held in Bhogwatdar Class-1 Rights, situate at Village - Jamtha, P.S.K. 42 in Tahsil - NAGPUR (RURAL), District - NAGPUR, Originally belonged to Shri. Pandurand S/o Ganpatrao Dhage, being his separate property. The said property was acquired by the said Shri.. Pandurand S/o Ganpatrao Dhage by virtue of Partition; AND

WHEREAS the said Shri. Pandurand S/o Ganpatrao Dhage lateron in his turn transferred the aforesaid Agricultural Land by way of Sale to Shri. Sandeep S/o Indrajeet Suri, by a Sale Deed Dated 22-8-2007, which is duly Registered in the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 5164 on even date. The said Sale Deed is duly consented by Shri. Rajkumar S/o Chatarsingh Choudhary; AND

WHEREAS the said Shri. Sandeep S/o Indrajeet Suri lateron transferred the aforesaid Kh. No. 186/5 of Mouza - JAMTHA by way of Sale to M/S. SANDESH INFRASTRUCTURES PRIVATE LIMITED, the "PROMOTER/DEVELOPER" hereinabove named by a Sale Deed Dated 14-10-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-Rural-7 in Book No. 1 at Sr. No. 6848 on 25-10-2010. The said Sale Deed is duly consented by M/S. BALRAM VINIMAY PRIVATE LIMITED. As a result therefore the "PROMOTER/DEVELOPER" has now become an exclusive, absolute and full Owner of the said Kh. No. 186/5 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS ALL THOSE Agricultural lands bearing Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA having an area of 2.98 Hectors, 1.62 Hectors, 2.85 Hectors, 1.26 Hectors and 1.23 Hectors respectively, Rental Rs. 3.74, Rs. 2.03, Rs. 6.18, Rs. 2.75 and Rs. 2.66 respectively all held in

Bhogwatdar Class-1 Rights all situate at Village - Jamtha, P.S.K. 42 in Tahsil - Nagpur (Rural) and District -NAGPUR, Originally belonged to Smt. Sheeladevi W/o Kantilal Singhee, Shri. Kantilal S/o Daulal Singhee, Shri. Rajeev S/o Kisanlal Singhee and Smt. Ushadevi W/o Kisanlal Singhee; AND

WHEREAS the said Smt. Sheeladevi W/o Kantilal Singhee, Shri. Kantilal S/o Daulal Singhee, Shri. Rajeev S/o Kisanlal Singhee and Smt. Ushadevi W/o Kisanlal Singhee lateron jointly transferred the said entire property comprising Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA by way of Sale to M/s. Balram Vinimay Private Limited by a Sale Deed Dated 15-10-2008 which is duly Registered in the Office of the Sub-Registrar, Nagpur (Rural) in Book No. 1 at Sr. No. 5537 on even date; AND

WHEREAS the said M/s. Balram Vinimay Private Limited further transferred the said Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA by way of Sale to M/S. SANDESH INFRASTRUCTURES PRIVATE LIMITED, the "PROMOTER/DEVELOPER" hereinabove named by a Sale Deed Dated 8-2-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur (Rural)-7 in Book No. 1 at Sr. No. 1216 on even date. As a result therefore the "PROMOTER/DEVELOPER" hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 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" lateron decided to develop the aforesaid Kh. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA jointly 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. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza -JAMTHA and the same is duly sanctioned and approved by the Town Planner, Nagpur vide his Letter No. ADTP/3584 Dated 8-9-2010. The said Layout is also approved by the Collector Nagpur vide his Letter No. Collector/K.V./1862/2010 Dated 23-10-2010. The said Layout is sanctioned as a Residential Layout and the same is known and styled as "SANDESH CITY"; AND

WHEREAS the aforesaid entire land comprising Kh. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA is converted for Non-Agricultural (Residential) use by the Collector, Nagpur vide Order Dated 22-10-2010 passed in Revenue Case No. 143/NAP-34/2010-2011; AND

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. MR. Naveen Lanjewar CA/95/19173) 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) being a portion of the entire land bearing Kh. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA, P.S.K. 42, situate at Village - Jamtha, within the limits of Gram Panchayat Jamtha 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 on 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) being a portion of the entire land bearing Kh. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza - JAMTHA, P.S.K. 42, situate at Village - Jamtha, within the limits of Gram Panchayat Jamtha 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 here to set their respective hands and signed this AGREEMENT TO SALE in the presence of attesting witness singing as such on the day first above written .

WITNESSES:

01. **FOR SANDESH INFRASTRUCTURES PVT. LTD.**

Shri Ramdeo P. Agrawal and/or
Shri Dilip P. Agrawal
Director
"PROMOTER/DEVELOPER"

02.

(_____)
PURCHASER/S