AGREEMENT TO SELL

FOR RS. ONLY

(For the plot no. ....kh. no. 181(B) Mauza- Jamtha)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of MAY, 2018 BETWEEN :-

WAINGANGA REALTORS a partnership firm having it's office at plot no 7, Gawande Layout Ring Road, Nagpur-440015 (PAN NO. AACFW2277R) acting through it's authorized partner SHRI. _____ S/o _____, Aged about ___ Years, Occupation : Business, Resident of _____, Tahsil and District : NAGPUR, (INCOME TAX),

AND

MRS./SHRI. _____ **W/o - S/o** _____ Aged about ____ Years, Occupation : _____, Resident of _____ Nagar, 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 **OTHER PART.**

WHEREAS the Vendor abovenamed own and possess the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 181/B, having an area of 1.38 Hectares (i.e. 13,800 Sq. Mtrs.), Rental Rs. 4.00 held in Bhogwatdar Class 1 Rights of Mouza : JAMTHA, P.S.K. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat : Jamtha in Tahsil Nagpur rural and District : NAGPUR; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 181/B, having an area of 3.86 Hectares, Rental Rs. 4.00 held in Bhogwatdar Class 1 Rights of Mouza : JAMTHA, P.S.K. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat : Jamtha in Tahsil Nagpur rural and District : NAGPUR, Originally belonged to (1) Mr. Gulab Tulshiram Sahare, (2) Mr. Maroti Tulshiram Sahare, (3) Mr. Gajanan Tulshiram Sahare, (4) Mrs Ratnamala Shankarrao Shinde, And (5) Mrs. Gunita Baliramji Manapure. jointly, being their ancestral property and they were the recorded owners in respect of the said property; AND

WHEREAS the aforesaid (1) Mr. Gulab Tulshiram Sahare, (2) Mr. Maroti Tulshiram Sahare, (3) Mr. Gajanan Tulshiram Sahare, (4) Mrs Ratnamala Shankarrao Shinde, And (5) Mrs. Gunita Baliramji Manapure have jointly sold Northern part of the aforesaid Agricultural land admeasuring 1.38 Hecter by way of sale to Wainganga Realtors, the Vendors hereinabovenamed jointly by a Sale Deed Dated 16.04.2018, which is duly registered in the Office of the Joint Sub Registrar, Nagpur No.-07 in Book No. 1 at Sr. No. 2857-2018 on even date As a result therefore the Vendor abovenamed have now become the Owner of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly

mutated in it's name in all relevant records and their names are also mutated in 7/12 Extract by the Revenue Authorities; AND

WHEREAS the Vendor lateron decided to develop the said entire land into a Residential Layout by carving out various Plots of different sizes therein for the allotment to various prospective buyers/purchasers; AND

WHEREAS the Vendor above named are in possession of the said Project Land and therefore they lateron prepared a layout on the said Khasra/Survey No. 181/B(North Part) by carving out various Plots of different sizes therein and the said layout is yet to be approved by the competent Development Authority; AND

WHEREAS the Vendor hereby assures the Purchaser that it shall get the aforesaid entire project registered with Real Estate Regulatory Authority (i.e. RERA) within the stipulated period and shall always indemnify the Purchaser against any loss or damages; AND

WHEREAS the Vendors have supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser and she/he has examined the same and has fully satisfied with these documents; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors' title to the said property as good, valid and marketable. The Purchasers has also seen and approved the proposed Layout Plan of the said proposed Layout; AND

WHEREAS the Purchaser being desirous of owning an Open Plot for her/his Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendors and expressed her/his desire and willingness to purchase Plot No. ____ (_____) and after detailed negotiations the Purchaser has also agreed to pay, provide and contribute the entire cost of the said Plot of land to the Vendor hereinabovenamed; AND

WHEREAS the Purchaser hereinabovenamed has also applied to the Vendors and thereby requested them to allot her/him aforesaid Plot to her/him for her/his residential use; AND

WHEREAS considering the request of the Purchaser and after detailed negotiations the Vendor has now agreed to sell the aforesaid

property comprising Plot No. ____ (_____) out of their aforesaid sanctioned layout to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. The Owner is developing the above said entire land into a layout scheme meant for residential purpose in accordance with the plans specifications & designs that have been & from time to time sanctioned on the property more particularly described in the First Schedule hereunder written by Nagpur Metro Region Development Authority(NMRDA) & which have been seen & approved by the Purchaser with only such variations & modifications as the Owner may consider necessary or as may be required by the concerned authorities or Government to be made in them at any time in future.

The Purchaser hereby agrees to purchase from the Vendor & the vendor hereby agrees to sell to the Purchaser **Plot No.....** admeasuring about.....sq.mtr. & more particularly described in the Schedule hereunder written (hereinafter referred to as "the said plot") at & for the aggregate consideration of Rs...../- (only).(hereinafter referred to as "**the said purchase price**").

2. The Purchaser hereby agree to pay to the vendor said purchase price of Rs. /- (Rupees only). in the following manner, excluding any other taxes/ deposits/ charges to be paid by the Purchaser extra.

   a. Rs. /-(only) has already paid by the Purchaser vide Cheque No..... dated....., drawn on ..... , by way of token amount (receipt whereof the Owner/ Marketer doth hereby admit & acknowledge);
   b. Rs. /-(only) has already paid by the Purchaser vide Cheque No. dated /10/2016,

drawn on , by way of part consideration amount (receipt whereof the Owner/ Marketer doth hereby admit & acknowledge);

c. The amount of Rs. /-(Rupees only) to be paid by the Purchaser within 9 months from the date of booking of this present by way of monthly installments.

d. An amount on future date at actual, towards Service Tax & Sales Tax if any to be paid at the time of handing over the possession of the said plot.

That time as to payment shall be of the essence & the Purchaser shall be liable to pay interest @ 18% p.a. on all delayed payments from the due date till the date of payment thereof.

3. Without prejudice to the rights of the vendor receive interest @ 18% p.a. on all delayed payments, on the Purchaser committing default in payment on due date (time being always of essence) of any amount due & payable by the Purchaser to the vendor under this Agreement (including his/her/their proportionate shares of taxes levied by concerned local authority & other outgoings) & on the Purchaser committing breach of any of the terms & conditions herein contained the vendor shall be entitled, at its own option, to terminate this Agreement.

a. Provided further that upon termination of this Agreement as aforesaid, the vendor shall forfeit the 25% of the agreed consideration & refund to the Purchaser excess amount paid but the vendor shall not be liable to pay to the Purchaser any interest on the amount so refunded.

b. The Purchaser agree that receipt of the said refund would be completed by dispatch of cheque from the vendor by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept or in-cash the cheque or not, will amount to the said refund.

4. The Vendor shall complete the procedure for conversion of above said land into a residential layout scheme and shall complete all the necessary compliances as may be instructed by the NMRDA while granting sanction to said layout scheme and/or thereafter at any stage during the subsistence of this agreement. The vendor also undertakes to deposit the requisite charges for the same on account of non-agricultural assessment etc and also carry out the development as may be required under the layout sanction.

5. The vendor shall measure the land from the concern department by paying the requisite charges and also demark the layout upon measurement of the land. The vendor shall also responsible for the developments in the said layout scheme such as roads, street lights, sewerage line, water line, drainage line, compound etc.

6. The vendor after complying all the necessary conditions as may be imposed by the NMRDA while sanctioning the layout scheme, shall obtain the Release Letter of plots from NMRDA for effectual transfer of said plot in the name of the Purchaser.

7. In case the competent authority reserves the plot agreed to be purchase by the purchaser for development of the layout, then it shall be the liability of the Vendor to obtain the No-Objection Certificate from the competent authority for the same.

8. The purchaser hereby undertakes that during the course of the sanction if the plot agreed to be purchased by him/her/them would be reduced or increased in area, then in such circumstances, the agreed consideration mentioned in the present shall be vary accordingly & the Purchaser shall not raise objection of any kind in relation thereto. In case the purchaser raises objection and approach the appropriate court of law, then cost incurred by the vendor in litigating the matter shall be upon the purchaser only.

9. The purchaser parties herein specifically agrees that after obtaining the order of non-agricultural conversion and final layout sanction from the competent authority by the vendor and

the same has been communicated to the purchaser, the purchaser shall pay the entire balance consideration within a period of 30 days, as may be accured upon him/her/them/it and shall get the Sale Deed executed in his/her/their favour. However the Purchaser shall not be entitled to claim the execution and registration of Sale Deed prior to obtaining above said sanctions from the competent authority.

10. Any delay occur due to such competent authority or due to change in the norms and regulation to that effect shall not be the reason for cancellation of this agreement and/or raising objection by the Purchaser.

11. The vendor shall hand over the possession of plot at the time of execution and registration of Sale Deed or upon payment of the entire agreed consideration alongwith the statutory dues and development charges, whichever is earlier, but subject however to the force majeure, policy of the Government/ Local authorities & the things which are beyond the control of the vendor .

12. The Purchaser shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the vendor exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the vendor due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the vendor putting up & effecting such new & additional/ revised sanction.

13. The vendor may at any time assign or transfer in whole or in part its rights & obligations in respect of the said property &/or the said plot provided that such assignment or transfer does not affect or prejudice the rights of the Purchaser herein contained & in such event, the assignee or transferee of the vendor shall be bound by the terms & conditions herein contained.

14. The Purchaser shall bear & pay the proportionate municipal Grampanchayat taxes, imposed upon the plot agreed to be purchased by him/her/them and shall not make a default thereof.

15. The Purchaser hereby agree that in the event if any amount by way of premium, development & betterment charges, any other levy or security deposit is paid to the NMRDA or to the State Government or any other tax or repayment of a similar nature becoming payable by the vendor the same shall be reimbursed by the Purchaser to the vendor in proportion of the area of the plot agreed to be acquired by the Purchaser & in determining such amount, the decision of the vendor shall be conclusive & binding upon the Purchaser.

16. Irrespective of disputes, if any, arises between the vendor & the Purchaser, all amounts, contributions & deposits including amounts payable by the Purchaser to the vendor as the case may be under this Agreement shall always be paid punctually by the Purchaser to the vendor & shall not be withheld by the Purchaser for any reasons whatsoever.

17. The Purchaser hereby agrees, undertakes & covenants with the vendor that he/she/they shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the vendor under this Agreement or any other agreement or any other deed, document or writing that may be entered into & executed between the parties hereto.

18. All letters, notices, circulars, receipts issued by the vendor as contemplated by & under this Agreement shall be deemed to have been duly served/delivered to the Purchaser & shall discharge the vendor completely & effectually of its obligations.

19. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchaser alone.

20. That the parties to this indenture jointly & severally undertake that they have gone through the contents of this deed & upon understanding the same have signed over it with free & willful consent without any pressure, force, coercion, undue influence, threat, misrepresentation, intoxication of any kind & the parties to the resent deed are fully agreed with all the contents thereof.

SCHEDULE OF PROEPRTY

ALL THAT Piece and Parcel of land bearing Plot No. _____ (_____), out of the sanctioned layout, admeasuring Length East-West _____ Mtrs. and Breadth North-South _____ Mtrs. equal to _____ Sq. Mtrs., being a portion of the entire land bearing Khasra/Survey No. 181/B, having a total area of 1.38 Hectares (i.e. 13,800 Sq. Mtrs.), of Mouza : JAMTHA, Rental Rs. 4.00 held in Bhogwatdar Class 1 Rights, P.S.K. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, within the limits of the Grampanchayat : Jamtha in Tahsil Nagpur rural and District : NAGPUR and bounded as under :-

ON THE EAST - _____.

ON THE WEST - _____.

ON THE NORTH - _____.

ON THE SOUTH - _____.

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed 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)_____

FOR M/S WAINGANGA REALTORS

(MR. _____)

Authorised Partner

"VENDOR"

(2)_____

(_____)

"PURCHASER"