

AGREEMENT TO SELL

VALUED AT RS. .00 ONLY

(RUPEES ONLY)

MARKET VALUE RS. .00 ONLY

ITIM NO. _____, PAGE NO. _____, PLOT @ _____/- Per Sq. Mtrs.

THIS AGREEMENT TO SELL is made on this ____ Day of _____,
2019 **BETWEEN:**

(1) SHRI. DURGAPRASAD S/o KAMESHWARPRASAD SINHA,
Aged about 38 Years, Occupation – Business, Resident of 858-A, Near Hanuman
Mandir, Prem Nagar, Nagpur – 440002, Tahsil and District – NAGPUR, {**PAN–**
AZFPS6742P}, **(2) SHRI. RAJEEV KUMAR S/o TAPESHWARPRASAD**
SINGH, Aged about 48 Years, Occupation–Business, Resident of 917,
PremNagar Square, Mangalvari, Nagpur – 440002, Tahsil and District –
NAGPUR, {**PAN – AMKPS9345Q**}, hereinafter called the **VENDORS**, which
expressions 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 & assigns of the **ONE**
PART.

AND

_____, Aged about ____ Years, Occupation –
_____, Resident of _____, 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/their heirs, legal representatives, executors, administrators, successors &
assigns of the **OTHER PART.**

WHEREAS, Both the Vendors are partners of M/s Parkland Lifestyle a
Partnership Firm formed on 12/12/2014, having its office at P-7, First Floor,
Gawande Layout, Near ICICI Bank, Ring Road, Khamla, Nagpur – 440015,
Tahsil and District – NAGPUR. The Firm is engaged in the business of Real
Estate, Construction, Construction of Farms House, Land Developers, etc., The
agriculture land was purchased by the firm in the name of both the partners for
the purpose of being developed residential Layout Purpose known as “OFFICER
COLONY.”

The below mentioned the property more specifically described in the schedule hereunder is sold by the firm through its said partners.

NOW THIS AGREEMENT FOR SELL READS AS UNDER:

(I) WHEREAS, ALL THOSE Pieces and Parcels of Agricultural Land bearing **Khasra Nos. 54/1 & 54/2** of **MOUZA – TAKLI**, having respectively area of 0.81& 0.81 Hectors and total area of 1.62 Hectors, Rental respectively Rs. 5.00 held in Bhogwatdar Class-I Rights, P.S.K. 45, Togetherwith all Trees, Shrubs, Passage, Right of Way, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village - Takli, in Tahsil – Hingna, District – NAGPUR, belongs to Shri. Lumeshwar Devraoji Itankar, Shri. Durgaprasad Kameshwarprasad Sinha & Shri. Jaswindar Triloksingh Khanduja, having purchased the same by them from Shri. Narendra Panjabrao Gaikwad & Other, by way of Sale Deed Dated 22/11/2016, which is duly registered in the office of the Joint Sub Registrar Hingna, in Book No. 1, at Sr. No. 4756 on 25/11/2016; AND

(II) WHEREAS, as a result therefore Shri. Lumeshwar Devraoji Itankar, Shri.Durgaprasad Kameshwarprasad Sinha & Shri. Jaswindar Triloksingh Khanduja, have now become an joint, full & equal owners (i.e. 1/3rd undivided share each OR 0.27 Hectors, respectively) of the aforesaid property having heritable and transferable rights therein and accordingly their names are also mutated in all revenue records; AND

(III) WHEREAS, thereafter, **THE 0.54 Hectors, undivided share and interest** in **ALL THAT** Piece and Parcel of Agricultural Land bearing **Khasra No. 54/1** of **MOUZA – TAKLI**, having an area of 0.81 Hectors, Rental respectively Rs.5.00 held in Bhogwatdar Class-I Rights, P.S.K. 45, Togetherwith all Trees, Shrubs, Passage, Right of Way, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village - Takli, in Tahsil – Hingna, District – NAGPUR, belongs to Shri. Durgaprasad Kameshwarprasad Sinha & Shri. Rajeev Kumar Tapeshwarprasad Singh, the Vendors named hereinabove, having purchased the same by them from Shri. Shri. Lumeshwar Devraoji Itankar & Shri. Jaswindar Triloksingh Khanduja, by way of Sale Deed Dated 26/04/2018, which is duly registered in the office of the Joint Sub Registrar Hingna, in Book No. 1, at Sr. No. 1747 on even date; AND

(IV) WHEREAS, in the like manner, **THE 0.54 Hectors, undivided share and interest** in **ALL THAT** Piece and Parcel of Agricultural Land bearing **Khasra No. 54/2** of **MOUZA – TAKLI**, having a area of 0.81 Hectors, Rental respectively Rs.5.00 held in Bhogwatdar Class-I Rights, P.S.K. 45, Togetherwith all Trees,

Shrubs, Passage, Right of Way, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village - Takli, in Tahsil – Hingna, District – NAGPUR, belongs to Shri. Durgaprasad Kameshwarprasad Sinha & Shri. Rajeev Kumar Tapeswarprasad Singh, the Vendors named hereinabove, having purchased the same by them from Shri. Lumeshwar Devraoji Itankar & Shri. Jaswindar Triloksingh Khanduja, by way of Sale Deed Dated 26/04/2018, which is duly registered in the office of the Joint Sub Registrar Hingna, in Book No. 1, at Sr. No. 1748 on even date; AND

(V) WHEREAS, as a result therefore the Vendors herein above named have now become the exclusive & joint owners of the said property comprising Khasra Nos. 54/1 & 54/2 of MOUZA - TAKLI, P.H. No. 45, having a total area of about 1.62 Hect. with heritable and transferable rights therein and the same is also accordingly mutated in thier names in all relevant revenue records; AND

(VI) WHEREAS, thereafter, the Vendors lateron jointly decided to develop the said entire land bearing Khasra Nos. 54/1 & 54/2 of MOUZA - TAKLI, P.H. No. 45, having a total area of about 1.62 Hect., held in Class – 1 Rights, situated at Village – Takli in Tahsil - Hingna, District - Nagpur; AND

(VII) WHEREAS, now the said land comes within the jurisdiction of NagpurMetro Regional Development Authority (N.M.R.D.A.) and accordingly the Vendors have submitted the entire papers along with the layout plan for sanctioning the same to the said Authority; AND

(IX) WHEREAS, the said Vendors named above was desirous of disposing of the above said plots carved out in the said layout on the aforesaid property. The Purchaser having learnt about the Seller's said intention and bring desirous of owning a plot for his Residential use in the layout has approached the Vendors and expresse his desire and willingness to purchase the **PLOT NO.** _____ out of the aforesaid plot admeasuring _____ **Sq. Mtrs., (OR** _____ **Sq. Fts.,)** and offered to purchase the said property hereinafter referred to as the plot of land.

(X) WHEREAS, the Purchaser has inspected various document namely the title of the said land and various other relevant document and is satisfied with the title , documents and layout plan. Transferable and marketable title

and therefore is signing this Agreement to sale. The Parties have negotiated and the Purchaser has agreed to purchase the said PLOT NO. _____ of the aforesaid layout which is more specifically described in the Schedule of property hereunder, for valuable consideration of Rs. _____/- (Rupees _____ Only) to be paid by the Purchaser to the Vendors and the manner of payment is set hereunder:

A : Payments to be made by Cheque : **Rs.** _____/-

NOW THEREFORE THIS AGREEMENT FOR SELL WITNESSETH AS
UNDER:

1. **THAT** the Vendors are ready to sale and the Purchaser is ready to purchase **ALL THAT** piece and parcel of land bearing **Residential Plot No.** _____, **containing by total admeasurement** _____ **Sq. Ft. (OR** _____ **Sq. Mtrs.)**, in the layout of _____, being a part or portion of the entire landbearing Khasra Nos. 54/1 & 54/2 of **MOUZA-TAKLI**, P.H. No. 45, having a total area of about 1.62 Hect., Land Revenue Rs. 5.00 Yearly, Khate No. 426, held in Class – 1 Rights, situated at Village – Takli, in Tahsil – Hingna, District – NAGPUR, For total consideration of Rs. _____/- (Rupees _____ Only).

2. **THAT**, the Purchaser has paid an amount of Rs. _____/- (Rupees _____ Only) Towards _____ Money vide **By Cash** _____, On -----, The receipt where of the sale of the aforesaid Property of the Vendors. The remaining balance the amount of Rs. _____/- the sale consideration shall be made by PURCHASE To the Vendors in the following Manner.

Schedule of payment of Rs. _____/- to made by Cheques :-

INSTALLMENT NO	AMOUNT	DUE DATE
01	xxxxx	(12Months)

The Above _____drawn on _____Nagpur.

3. **THAT**, the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is the **ESSENCE OF CONTRACT** and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the above installments on due stages. It is

specifically understood by the Purchaser that no extension of time for payment of any of the installment shall be granted to her by the Vendors. In the event of such termination / cancellation of this Agreement, the Vendors shall be at full liberty to resell the said Plot to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Vendors 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 there from 30% 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 the installments on due stages.

4. THAT, the Purchaser shall pay the balance amount towards the consideration of sale of the aforesaid property, to the Vendors within the above said scheduled period and before execution and registration of the Sale Deed of the said property by the Vendors in favour of the Purchaser.

5. THAT, the Vendors shall deliver the actual possession of the said plot of land hereby agreed to be sold to the Purchaser or his nominee/only Family Members at the time of Registration of the Sale Deed. On registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land with heritable and transferable rights therein. The Vendors shall execute the Sale Deed after receiveing the full amount of consideration of amount against this Plot.

6. THAT, the Vendors have agreed to provide the facilities/amenities to the said layout, as per the norms of N.M.R.D.A.

7. THAT, the Purchaser has satisfied himself with respect to the Vendorstitle to the said property as good, valid and marketable and he has accepted the same without any further investigation.

8. THAT, the Vendors hereby declare and assure that he good and marketable title to the said plot of land agreed to be sold and the said plot of land is free from all encumbrances, demand, Charges or lien of any kind whatsoever. The Vendors shall transfer the said property to Purchaser with all rights, easements appendages and appurtenances thereto.

9. THAT, the Grampanchyat Taxes or any other taxes and all otheroutgoings due on the said plot of land hereby agreed to be sold, shall be paid By the Vendors till the date of execution of the sale deed in favour of the Purchaser the responsibility and liability for the payment of all taxes or any other taxes leviable on the said plot of land from the date of execution of sale deed shall be

paid and shall be the responsibility of the Purchaser alone and the Vendors would dissolve himself from the liabilities thereof.

10. THAT, the Purchaser shall individually pay all Grampanchayat Taxes andcesses, N.M.R.D.A Charges/Taxes, etc., as may be levied on the property agreed to be purchased by him with effect from the date of Registration of the Sale Deed or from the date of his taking over possession thereof whichever may be earlier.

11. THAT, the said plot of land is believed and shall be taken to be correctlydescribed in the schedule underwritten and if any misstatement error or omission shall be discovered, the same shall not annul this contract nor shall any compensation be allowed in respect thereof to the Purchaser but all the same, such misstatement, Error, Omission shall be subject to necessary corrections, if any.

12. THAT, in the event of the Purchaser committing breach of any of theterms and conditions herein contained, this Agreement shall IPSO FACTO come to end. In such event the Vendors shall be at full liberty to sell said Plot of land to any prospective/intending buyer without any further notice of reference to the Purchaser.

13. THAT, in the case when the Purchaser want to cancel the aforesaidproperty, in that case the cancellation will be valid only when the Purchaser brings a new Purchaser for the purchase of plot by himself at the new rates prevailing in the company for the same.

14. THAT, after following the Point No. 12, in the further cancellationprocedure the PURCHASER has to give 90 Days prior notice to the Vendors and will deduct **30%** of amount out of the total consideration of plot value and the remaining amount will be disbursed in _____equal EMI's.

15. THAT, if the Purchaser fails to pay 3 (Three) Consecutive installments tothe Vendors towards the consideration for the Plot agreed to be sold, in that event this Agreement shall automatically be terminated and the amount if any till then subscribed shall be refunded to Purchaser without interest after deducting a fix amount of Rs. _____.

16. THAT, If there is any delay in the payment of the installment as peragreed schedule in that event the Vendors shall be entitled claim interest at @of 500 per month on the amount of the installment.

17. THAT, on obtaining a proper Sale Deed relating to the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser as absolute Owner thereof.

18. THAT, the purchaser shall pay the Non-Agricultural Assessments and all other dues whatsoever accruing payable in respect of her/his plot of land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendors indemnified against such payments.

19. THAT, the Purchaser will be liable to pay development charges.

20. THAT, the Purchaser has to pay the mention amount on the date mentioned in the schedule. If in any case cheque bounce or get delayed then the Purchaser will be liable to Pay Rs.500 on every cheque bouncing.

21. THAT, the Vendors shall not deliver the actual possession of the said Plot to the Purchaser until the entire consideration, legal expenses including stamp duty and Registration Fees are paid by him in full to the Vendors.

22. THAT, the Vendors are not rendering any services as defined in the Consumer Protection Act to the Purchaser and hence provisions of Consumer Protection Act are not applicable to this transaction, to which the Purchaser has specifically agreed and the dispute if any arises the same shall be firstly solved by the arbitration and then through Civil Court.

23. THAT, the Purchaser is totally satisfied with the Vendors title and verified all the documents with respect of the said scheme and has got absolutely no grievance of whatsoever nature against the Vendors that all disputes arising out of the aforesaid transaction or regarding any matter connected with the same shall be settled by negotiations. If no settlement can be arrived at, as a result of these negotiations the disputes shall be referred to the Arbitration of Arbitrator appointed by Vendors and the expenses for the arbitration proceeding shall be borne by the Vendors and Purchaser equally. The decision of the Arbitrator shall be final and binding upon both the parties. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and in force shall apply to such Arbitration, and in no case the matter will be referred under the Consumer Protection Act.

24. THAT, the purchaser will have to contribute and pay the proportionate cost for the additional Government Surcharge Payment of The layout as will be demanded by the vendors or Nagpur Metropolitan Region Development Authority.

25. **THAT**, all expenses on account of preparation of all kinds of documents,including the cost of Stamp Duty, Registration Fees and Other Miscellaneous expenses payable there on have been agreed to be borne and paid by the Purchaser.

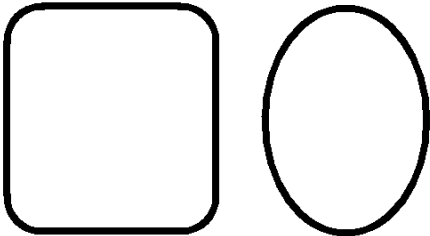
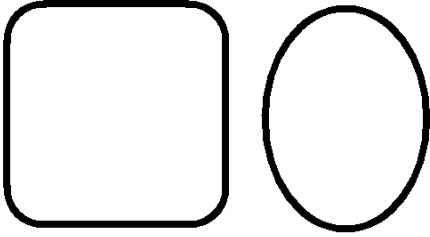
26. **THAT**, this Agreeemnt is subject to the Jurisdiction of the CompetentCivil Court at NAGPUR.

SCHEDULE OF PROPERTY AGREED TO BE SOLD

ALL THAT piece and parcel of land bearing **Residential Plot No.** _____, **containing by total admeasurement** _____ **Sq. Ft. (OR** _____ **Sq. Mtrs.),** in the layout of _____, being a part or portion of the entire land bearing Khasra Nos. 54/1 & 54/2 of **MOUZA-TAKLI**, P.H. No. 45, having a total area of about 1.62 Hect., Land Revenue Rs. 5.00 Yearly, Khate No. 426, held in Class – 1 Rights, situated at Village – Takli, in Tahsil – Hingna, District – NAGPUR and bounded over as under:-

ON THE EAST :-
ON THE WEST :-
ON THE NORTH :-
ON THE SOUTH :-

IN WITNESS WHEREOF the parties hereinabovenamed have fully examined and read over this **AGREEMENT TO SELL** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in the presence of attesting witnesses signing as such on the day first above written.

SR. NO.	PHOTO AND THUMB IMPRESSION	SIGNATURE
1.		(DURGAPRASAD K. SINHA) <u>VENDOR</u>
2.		(RAJEEV KUMAR T. SINGH) <u>VENDOR</u>

3.		(_____) PURCHASER
4.		WITNESS NO. 1
5.		WITNESS NO. 1