

Agreement to Sale of Plot For Rs. Only

(For Plot No. Area – Sq. Mtrs. Kh. No.168,169

Mouza- Kotewada and Kh.No.21 Mouza- Wagdhara)

THIS AGREEMENT TO SELL is made on this _____th Day of _____
 BETWEEN Mr. ATUL MANOHARRAO YAMSANWAR having its Registered Office at 1ST
 Floor, Dharampeth Tower, W.H.C. Road, Dharampeth Nagpur – 440 010, (INCOME TAX
 PAN NO. AAEPY4543Q), Aged about 55 Years, Occupation: Agriculturist & Business,
 (Mobile No. 9822221260) Resident of Resident of Khare Town, Dharampeth, Nagpur, Pin
 Code No. 440010, Tahsil and District – NAGPUR hereinafter called the **VENDOR**, which
 expression shall unless repugnant to the context or meaning thereof always mean and
 include as well as it heirs, legal representatives, executors, administrators, successors
 and assigns of the ONE PART.

AND

MRS. _____, Aged about _____ years,
 (Income Tax PAN – _____) (Adhar No. _____)
 (Mobile No. _____) 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 heirs, legal representatives, executors, administrators, successors and assigns of the
 OTHER PART.

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey No. 168, having an area of 1.07 Hectares, Rental Rs. 2.99 held in Bhogwatdar Class-1 Rights of Mouza : KOTEWADA, P.S.K. 72, Khata No.104 including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village : Kotewada within the limits of the in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Shri Arun Laxman Raulkar, (2) Shri.Shreekrushna Laxman Raulkar jointly, being their ancestral property and their names were accordingly mutated in the 7/12 extract; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey No. 169, having an area of 0.80 Hectares, Rental Rs. 2.40 held in Bhogwatdar Class-1 Rights of Mouza : KOTEWADA, P.S.K. 72, Khata No.111 including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village : Kotewada within the limits of the in Tahsil : Hingna and District : NAGPUR, Originally belonged to Shri.Shalik Baliram Kubde, being their ancestral property and their names were accordingly mutated in the 7/12 extract; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey No. 21, having an area of 2.53 Hectares, Rental Rs. 4.37 held in Bhogwatdar Class-1 Rights of Mouza : WAGDHARA, P.S.K. 48, Khata No.03 including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village : Wagdhara within the limits of the in Tahsil : Hingna and District : NAGPUR, Originally belonged to Mrs.Mangala Subhash Gujarkar being their ancestral property and their names were accordingly mutated in the 7/12 extract; AND

WHEREAS the aforesaid (1) Shri Arun Laxman Raulkar, (2) Shri.Shreekrushna Laxman Raulkar jointly transferred/sold ALL THAT Piece and Parcel of Agricultural land having an area of 1.07 Hectares (i.e. 2.66 Acres) of the entire land bearing Khasra/Survey No. 168, having a total area of 1.07 Hectares, Rental Rs. 2.99 held in Bhogwatdar Class-1 Rights of Mouza : Kotewada, P.S.K. 72, situated at Village : Kotewada in Tahsil :

Hingna and District : Nagpur by way of sale to Shri Atul Manoharrao Yamsanwar by a Sale Deed Dated 22/02/2011, which is duly registered in the Office of the Joint Sub Registrar, Nagpur No. 2 in Book No. 1 at Sr. No. 01013 on 22/02/2011; AND

WHEREAS the aforesaid (Shri Shalik Baliram Kubde, transferred/sold ALL THAT Piece and Parcel of Agricultural land having an area of 0.80 Hectares (i.e. 2.00 Acres) of the entire land bearing Khasra/Survey No. 168, having a total area of 0.80 Hectares, Rental Rs. 2.40 held in Bhogwatdar Class-1 Rights of Mouza : Kotewada, P.S.K. 72, situated at Village : Kotewada in Tahsil : Hingna and District : Nagpur by way of sale to Shri Atul Manoharrao Yamsanwar by a Sale Deed Dated 12/10/2012, which is duly registered in the Office of the Joint Sub Registrar, Nagpur No. 2 in Book No. 1 at Sr. No. 4394 on 12/10/2012; AND

WHEREAS the aforesaid Mrs. Mangala Subhash Gujarakar transferred/sold ALL THAT Piece and Parcel of Agricultural land having an area of 2.53 Hectares (i.e. 6.30 Acres) of the entire land bearing Khasra/Survey No. 21, having a total area of 2.53 Hectares, Rental Rs. 4.37 held in Bhogwatdar Class-1 Rights of Mouza : Kotewada, P.S.K. 72, situated at Village : Kotewada in Tahsil : Hingna and District : Nagpur by way of sale to Shri Atul Manoharrao Yamsanwar by a Sale Deed Dated 10/01/2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur No. 2 in Book No. 1 at Sr. No. 00189 on 10/01/2007; AND

WHEREAS As a result therefore Mr. Atul Manoharrao Yamsanwar, the Vendor hereinabove named has now become an exclusive, absolute and full Owner of the said Khasra No. 168, 169 & 21 having an total area of 4.40 Hectare R. with heritable and transferable rights therein and the same is also accordingly mutated in it name in all relevant records and in 7/12 extract; AND

WHEREAS the Vendor lateron applied for conversion of the said land bearing Khasra No. 168, 169 Mouza - Kotewada and Khasra No. 21 Mouza - Wagdhara for Non-Agricultural use Considering his request the Executive Engineer, N.M.R.D.A. Nagpur lateron vide its Order Dated 26/04/2019 passed in Ex. Engg/NMRDA/2099 for Residential use; AND

WHEREAS the Vendor lateron prepared a layout of the said Khasra No.168,169 Mouza - Kotewada and Khasra No.21 Mouza - Wagdhara by carving out various Plots of different sizes therein. And accordingly they prepared a layout of the said land by carving out various plots of different sizes therein and the said layout is temporarily approved by executive Engineer, Nagpur Metropolitan Region Development Authority, dated 26/04/2019; AND.

WHEREAS the Purchaser hereinabove named have satisfied himself respect of the Vendor's title to the said entire and land as well as Plot No. _____ in the said layout as good, valid and marketable; AND.

WHEREAS the Purchaser being desirous of owning a Plot No. _____ in the said layout for his Residential use in the said Layout on as is where is basis and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser, that the Purchaser further requested to get register this Agreement after his arrangement for Stamp Duty and Registration Fee it is agreed by Purchaser that he shall be responsible for non registration of this Agreement; AND

WHEREAS considering their request and after detailed negotiations the Vendor has now agreed to sell the Plot No. _____ to the Purchaser for a total consideration of ₹. _____ /- (Rupees _____ Only) upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the VENDOR shall SELL and the PURCHASER shall BUY the property comprising ALL THAT Piece and Parcel of land bearing Plot No. _____ out of the layout named & styled as "BRITAIN EMPIRE", containing by admeasuring _____ Sq. Mtrs being a portion of the entire land bearing Khasra No. 168 & 169 of Mouza - KOTEWADA, Patwari Halka No. 72 AND Khasra No. 21 of Mouza - WAGDHARA, Patwari Halka No. 48 including all other easementary rights appurtenant and belonging thereto, situated at Village - Kotewada & Wagdhara in Tahsil - Hingna and District - NAGPUR more particularly describe in the schedule hereunder written.

(2) THAT, the total price agreed is ₹. _____/- (Rupees _____ Only) which the Purchaser have specifically agreed to pay to the Vendor in the following manner:-

MANNER OF PAYMENT:

₹. _____/- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____ the receipt whereof hereby acknowledge by the Vendor (Subject to realization of Cheque).

₹. _____/- (Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor on or before execution of sale deed or on or before 15 days after obtaining the Release Letter of the said Plot from N.M.R.D.A.

₹. _____/- (TOTAL _____ ONLY)

(3) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is it's separate and self acquired property belonging to it alone having purchased the same by it exclusively from and out of it's own earnings and savings and that none except it has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Grampanchayat Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendor upto the date of Registration of the Sale Deed.

(5) THAT the Vendor 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 Purchaser specifically agreed that if any changes in the layout map suggested by the Development authority at the time of release of plot then in such event such changes and area released by the development authority shall be binding on the Purchaser.

(8) THAT the Vendor shall deliver the actual physical possession of the Plot No. _____ hereby agreed to be sold to the Purchaser or their nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(9) THAT, the sale will be completed within _____ (_____) Months by the Vendor executing a proper Sale Deed relating to the aforesaid property hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by them and the Purchaser paying the balance sale consideration to the Vendor in the manner stipulated hereinabove.

(10) THAT the Vendor shall obtain Release Letter of the said Plots from the N.M.R.D.A. regarding the aforesaid proposed transaction of sale and produce the same at the time of Registration of the Sale Deed.

(11) THAT if the Vendor fails or neglects to fulfill and observe the obligations on her part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of their nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendor and in such event he will be liable to pay all costs and damages to the Purchaser.

(12) THAT if the Purchaser fails or neglects to pay the balance sale consideration/sale price to the Vendor strictly within the time stipulated in Clause 2 above then in such event the Vendor shall be entitled to claim and receive an interest @ 18% (EIGHTEEN

PERCENT) Per Annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the Purchaser. However such grace period with interest shall not exceed more than 90 (NINTY) Days. It is specifically understood and agreed that failure to make payment of balance sale consideration on the stipulated date will entail in cancellation of this agreement automatically without the Vendor having to do anything further. In such a case, the Vendor will deduct 25% of the amount till then received and refund the balance to the Purchaser without any interest within one month of a suitable buyer being found and an agreement being entered into with him.

(13) THAT the Vendor has delivered copies of all the Original/photocopy documents relating to the aforesaid property to the Purchaser at the time of execution of this agreement.

(14) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

(15) THAT due to shortage of funds the Purchaser has not yet paid stamp duty and other incidental charges required for the execution and registration of this Agreement to Sale of Plot and the Purchaser further agrees to pay all the charges required for the registration within 03 Months and the purchaser will be solely responsible for the same.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. _____ out of the layout named & styled as "BRITAIN EMPIRE", containing by admeasuring _____ Sq. Mtrs being a portion of the entire land bearing Khasra No. 168 & 169 of Mouza - KOTEWADA, Patwari Halka No. 72 AND Khasra No. 21 of Mouza - WAGDHARA, Patwari Halka No. 48, including all other easementary rights appurtenant and belonging

thereto, situated at Village – Kotewada & Wagdhara, in Tahsil - Hingna 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 hereinabove
named have hereto set their respective hands and signed this AGREEMENT TO SELL
OF PLOT at NAGPUR in presence of the attesting witnesses signing as such on the day
first above written.

WITNESSES:-

FOR (MR. ATUL MANOHARRAO YAMSANWAR)
VENDOR

(1) _____

(2) _____

(MRS. _____)

PURCHASER