AGREEMENT TO SELL OF A PLOT

Plot No. ____, Survey No.88/1, Mouza Dongargaon,
Tah. Nagpur (Gramin), District Nagpur.

Agreement for sale made at Nagpur on _____ day of _____, 2019;

Between

1. **Mr. Rupesh S/o Nilkanthrao Bhanuse,**
   Aged 37 years, Occ. Business,
   (PAN No.AJWPB5882E)
   (Aadhar No.8599 7237 4720)

2. **Mr. Pankaj S/o Nilkanthrao Bhanuse**,
   Aged 36 years, Occ. Business,
   (PAN No.AIEPB2685E)
   (Aadhar No.8615 4039 4641)

   Both R/o. Ujjwal Nagar, Wardha Road, Nagpur.

hereinafter referred to as the "Vendor" (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) The Vendor.

And

Shri. ..... S/o .....,

Aged ..... Yrs., Occ. .....,

R/o .....

.....

hereinafter referred to as the "Purchaser", (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) The Purchaser.

Whereas, Vendors are the absolute owners of the said property i.e. **Plot No. .....** out of Survey No.88/1 admeasuring 1.61 hectors of Mouza Dongargaon, P.H. No. 73, Tq. Nagpur Gramin, District Nagpur by virtue of Sale Deed No.1249/2014 dated 26.2.2014. That the Vendor hereinafter have decided to sell, transfer and convey the said property to the prospective purchaser.

And Whereas, the said land is duly submitted for proposed Residential Layout Plan to the office of Town Planning, Nagpur. That the Assistant Director, Town Planning, Nagpur has issued final sanction map of the said layout bearing No. 517/2019 in R.M.No.10/NAG-34/2019-20 on 14.5.2019.

And Whereas, The Collector, Nagpur has issued order vide Revenue Case No.10/NAP-34/2018-2019 on 14.5.2019 converting the said agricultural land into non-agricultural under Section 42-A of Maharashtra Land Revenue Code, 1966 in respect of land admeasuring 1.61 Hectors (16100.00 Sq.Mtrs.) in favour of vendors.

And Whereas, the name of the Vendors, are duly recorded in Govt. records in respect of Survey No.88/1 admeasuring 1.61 hectors of Mouza Dongargaon, P.H. No.73, Tah. Nagpur Gramin, Distt. Nagpur.

And whereas the aforesaid Vendors hold good, valid and marketable title thereto. The said owners have also valid rights to sell the aforesaid plots to the prospective purchaser.

And whereas, the name of the said Vastu Vihar Developers Pvt. Ltd. is recorded in the 7/12 extract.

AND WHEREAS, the PROMOTER has obtained the Registration Certificate of Project Under Section 5 of the Maharashtra Real Estate Regulatory Authority Regulation Act, vide project registration no. P_____,

And whereas, the Purchaser is desirous for purchasing the said property as he came to know about the intention of the Vendor, he approached Vendor with an offer to purchase the said property;

And whereas, the Purchaser has inspected all the documents in respect of the title of the said property along with sanctioned lay out plan and has satisfied himself that the tile is absolutely clear, transferable and marketable.

And whereas, the parties hereto have due deliberations and discussions and as consequences thereof they have arrived at an understanding which they have decided to reduce into writing, being these presents.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSES AS UNDER :-

1) That, the Purchaser agrees to purchase and Vendor agree to sell the property which is more particularly described in the schedule of Property herein after referred i.e. Plot No……, admeasuring ---------- Sq.Mt. (----------Sq.Ft.) by this Agreement for full and final consideration of Rs.----------/- (Rupees ----------).

2) The Purchaser has paid a sum of Rs.----------/- by account payee cheque dated----------, vide cheque No----------, drawn on ---------- Branch, ----------, Nagpur, only by way of advance payment in favour of Purchaser. The receipt of said amount hereby acknowledged by the Purchaser. The balance amount of Rs.----------/- (Rupees ----------) only has been agreed to be paid by Vendor to Purchaser in the following manner :-

(A) Rs.----------/- will be paid to the Purchaser by the Vendor, at the time of execution and registration of Sale Deed.

3) That it is agreed between the parties that the balance payment shall be made on or before _____/at the time of the execution and registration of Sale Deed and the said Sale Deed will be executed within a period of 3 months from the date of this agreement. "Time is the essence

of Contract" and the purchaser will be strictly adhere to it in respect of the balance payment.

4) That the Vendors assure unto the purchaser that the said property is their absolute property and they have right and authority to sell the same.

5) That the Vendors hereby assure unto the purchasers that the said property is neither a subject-matter of any acquisition or requisition, nor they have received any notice to that effect till today. That the said property is not a subject-matter of any dispute or pending litigation. That the Vendors hereby assure unto the purchase that the said property is free from encumbrances.

6) That the Vendors hereby assure unto the purchaser that their title to the said property is clean, clear and marketable and they have satisfied the purchaser about the same before the execution of this Agreement.

7) That the vendors agree to apply for, obtain and furnish unto the purchaser all such permissions as may be necessary under the prevalent laws for registration of sale-deed.

8) That if the vendor being ready and willing to execute the sale-deed in favour of the purchaser and the purchaser refuse, neglect or avoid to get such sale-deed executed then the Vendor shall be entitled to terminate this agreement and refund the amount after deducting the 20% of the Sale amount within 15 days without any interest on the said amount and the purchaser under these circumstances shall not claim or shall not have any claim, right or title over the said property.

9) That, the vendor shall place the purchaser in actual, physical possession of the said property on the date of execution and registration of Sale Deed.

10) That it is agreed by the purchaser that the entire layout shall be named and styled as ".....".

11) 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 annual this Agreement, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

12) That, all expenses towards stamp duty, registration charges and incidental expenses in respect of these presents as well as for the sale-deed will be borne out by the purchaser.

13) Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

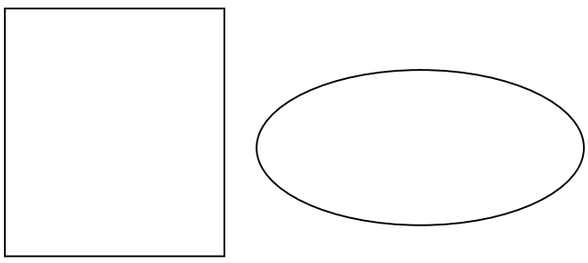
SCHEDULE OF PROPERTY.

Plot No. ....., admeasuring **..... sq.mtrs**. (..... sq.ft.) {North South admeasuring ..... Mtrs. & East West admeasuring ..... Mtrs.} out of **Survey No. 88/1** admeasuring 1.61 hectors, **Mouza Dongargaon**, Class I, P.H.No.73, Tahsil Nagpur Gramin & District Nagpur, and same is bounded as under :-

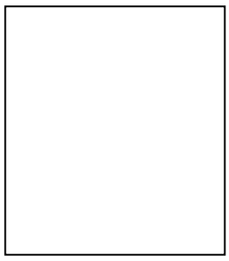
On the North : Plot No. ....,
On the South : Plot No. ....,
On the East : Plot No. ....,
On the West : 9.00 Mtr. Road.

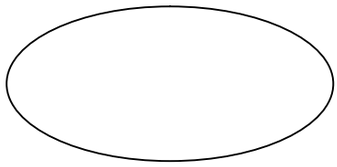
In witness, whereof parties hereto have set there respective hands and signed this Agreement on the date mentioned above and in the presence of the attesting witness.

VENDORS.

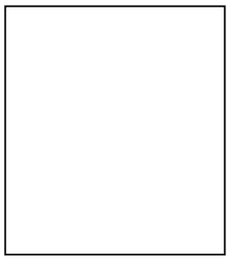


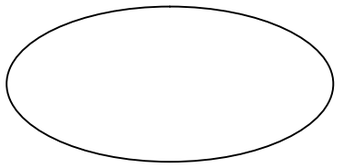
1. Mr. Rupesh Nilkanthrao Bhanuse





2. Mr. Pankaj Nilkanthrao Bhanuse
(Vendors)





PURCHASER.
(Shri.....)
Purchaser.

WITNESSES :-

1.

2.