

Stamp Duty ₹ _____/-
Reg. Fees ₹ _____/-

WITHIN THE JURISDICTION OF SUB-REGISTRAR OFFICE, KAMPTEE, DIST. NAGPUR

AGREEMENT TO SELL

Sale Consideration ₹ _____/-

Market Value ₹ _____/-

@ Rate ₹ _____/- per Sq.Mtr.

As per Item No. _____

AFFIX STAMP HERE :

This AGREEMENT TO SELL is made & executed on this ____ day
of _____, 2019 at Kamptee, Dist. Nagpur.

BETWEEN

M/s. Shri Balaji Land Developers

(PAN – ADDFS 2453 B)

A Partnership Firm

*(Having its office at - 708-710, Opp. Rahate Surgical Hospital,
Behind Shri Vishnu Complex, Kolba Swami Chowk, Juni Mangalwari,
Central Avenue, Nagpur – 440 008)*

Through its authorized Partner –

- 1) **Mrs. Manisha W/o. Deepak Agrawal**

(सौ. मनिषा ज. दिपक अग्रवाल)

Aged about 44 Years, Occupation - Business

R/o. Flat No. H-16, Anand Palace No. 2, Plot No. 235,
Cement Road, Nandanwan, Nagpur – 440 009.

(PAN - _____)

(Unique ID No. 7730 2644 8634)

(Mobile No. _____)

- 2) **Mrs. Arti W/o. Amit Raja**

(सौ. आरती ज. अमित राजा)

Aged about 41 Years, Occupation - Business

R/o. B-Wing, No. 206, Payal Arcade,
Orange City Hospital Square, Dev Nagar, Nagpur – 440 025.

(PAN - _____)

(Unique ID No. 5685 6402 8063)

(Mobile No. _____)

Hereinafter referred to as the "VENDOR/S", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "Partnership Firm", its Partner, as well as his/her/their heirs, legal representatives, executors, administrators, successors, attorneys in interest and permitted assignees of the **FIRST PART**.

AFFIX STAMP HERE :

Mr. _____

(aft.)

Aged about ____ Years, Occupation – _____

R/o. _____

(PAN - _____)

(Unique ID No. _____)

(Mobile No. _____)

Hereinafter referred to as the "**PURCHASER/S**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PURCHASER/S**" as well as his/her/their heirs, legal representatives, executors, administrators, successors, attorneys in interest and permitted assignees of the **SECOND PART. AND;**

Where the context so require words & expression referring to the Parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS, the Vendor/s is/are the full & an absolute owner/s of ALL THOSE piece & parcel of land bearing **Survey No. 66/A**, admeasuring **0.54 H.R.**, Rent Rs. 3.00/-, **AND Survey No. 66/B**, admeasuring **4.74 H.R.**, Rent Rs. 49.00/-, i.e. **both the Surveys, containing by total admeasuring 5.28 H.R.**, held in Occupancy Right Class - 1, having an Account No. 10404, situated at **Mouza / Village - Aajni**, P.H.No. 19, Teh. Kamptee & Dist. Nagpur (Hereinafter referred to as "**The Said Property**").

BRIEF HISTORY OF THE SAID PROPERTY

WHEREAS, –

Originally, the said property belonged to Mr. Kaiyum Khan Subhan Khan, as recorded Owner thereof being his separate property.

During the course of time, the aforesaid Mr. Kaiyum Khan Subhan Khan heavenly abode and consequent upon his demise his aforesaid properties devolved upon his legal heirs are –

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- (i) Mr. Haji Sultan Khan Kaiyum Khan
- (ii) Mr. Haji Mustafa Khan Kaiyum Khan
- (iii) Mr. Mushtaq Khan Kaiyum Khan
- (iv) Smt. Arefa Khatun M.A. Lateef
- (v) Mrs. Abeda Khatun A. Tawwaf Kaji
- (vi) Miss Afifa Khatun Kaiyum Khan
- (vii) Mrs. Akila Khatun Mohammad Shakil

By way of intestate succession being the only heirs of the deceased.

Later on, the abovesaid Legal Heirs jointly partitioned their aforesaid ancestral properties amongst them, by virtue of Partition Deed, which is duly executed on 16/09/2005 and the same has registered before the Sub-Registrar, Kamptee in Book No. 1 at Sr. No. 3771/2005 on 17/09/2005.

In terms of the said Partition Deed, -

The land bearing Survey No. 66/A, admeasuring 0.54 H.R. and a portion of land admeasuring 0.46 H.R. out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni allotted to exclusive share of Mr. Haji Sultan Khan Kaiyum Khan.

A portion of land admeasuring 1.00 H.R. comprising Western Portion out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni allotted to exclusive share of Mr. Mustafa Khan Kaiyum Khan.

A portion of land admeasuring 2.67 H.R. out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni allotted to exclusive share of Mr. Mushtaq Khan Kaiyum Khan.

A portion of land admeasuring 0.61 H.R. out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni allotted to exclusive share of Smt. Arefa Khatun M.A. Lateef, Mrs. Abeda Khatun A. Tawwaf Kaji, Miss Afifa Khatun Kaiyum Khan & Mrs. Akila Khatun Mohammad Shakil.

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Meantime, the aforesaid Mr. Haji Sultan Khan Kaiyum Khan heavenly abode on 22/08/2008 and consequent upon his demise his share i.e. the land bearing Survey No. 66/A, admeasuring 0.54 H.R. and a portion of land admeasuring 0.46 H.R. out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni devolved upon his legal heirs are –

- (i) Smt. Zubeda Sultan Khan (Widow)
- (ii) Mr. Mohammad Firoz Khan Haji Sultan Khan (Son)
- (iii) Mr. Mohammad Pervez Khan Haji Sultan Khan (Son)
- (iv) Mrs. Tajssum Najnin Gulam Mohammad Sheikh (Daughter)
- (v) Mrs. Nihal Afrin Mohammad Ezaz Khan (Daughter)
- (vi) Mrs. Tabssum Naz Khalil Ahmad Sheikh (Daughter)
- (vii) Mrs. Samina Tajim Mohammad Shahid Khan (Daughter)
- (viii) Miss Aaliya Jabeen Mohammad Sultan Khan (Daughter)

By way of intestate succession being the only heirs of the deceased.

During the course of time, the aforesaid Mrs. Akila Khatun Mohammad Shakil heavenly abode on 15/10/2010 and consequent upon her demise her undivided share & interest out of a portion of land admeasuring 0.61 H.R. out of the land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R. of Mouza - Aajni devolved upon her legal heirs are –

- (i) Mr. Aakif Mohammad Shakeel Sheikh (Son)
- (ii) Miss Bushra Mohammad Shakeel Sheikh (Daughter)
- (iii) Miss Rakhshinda Mohammad Shakeel Sheikh (Daughter)

By way of intestate succession being the only heirs of the deceased.

Later on out of the aforesaid Co-owners - 1) Mrs. Tajssum Najnin Gulam Mohammad Sheikh, 2) Mrs. Nihal Afrin Mohammad Ezaz Khan, 3) Mrs. Tabssum Naz Khalil Ahmad Sheikh & 4) Mrs. Samina Tajim Mohammad Shahid Khan have jointly Relinquished / Released their respective rights, title, share and interest in the aforesaid properties comprising Survey No. 66/A, admeasuring

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0.54 H.R. and a portion of land admeasuring 0.46 H.R. out the land bearing Survey No. 66/B in favour of remaining co-owners namely – 1) Smt. Zubeda Sultan Khan, 2) Mr. Mohammad Firoz Khan Haji Sultan Khan, 3) Mr. Mohammad Pervez Khan Haji Sultan Khan & 4) Miss Aaliya Jabeen Mohammad Sultan Khan by virtue of Relinquishment / Release Deed, which is duly executed on 15/05/2017 and the same has registered before the Sub-Registrar, Kamptee in Book No. 1 at Sr. No. 3924/2017 on 19/05/2017.

Later on, the aforesaid land bearing Survey No. 66/B, containing by total admeasuring 4.74 H.R., Rent Rs. 49.00/-, held in Occupancy Class-2 Rights (Bhumidhari Rights) is converted to Class-1 Right (Bhumiswami Rights) U/s. 29(2)(k) of the Maharashtra Land Revenue Code, 1997 by the Sub-divisional Officer, Mouda vide its Order passed in the Revenue Case No. 11391/LND-18/2016-17, Dtd. 30/06/2017.

As a result, -

- 1) Mr. Haji Mustafa Khan Kaiyum Khan
- 2) Mr. Mushtaq Khan Kaiyum Khan
- 3) Smt. Arefa Khatun M.A. Lateef
- 4) Mrs. Abeda Khatun A. Tawwaf Kaji
- 5) Miss Afifa Khatun Kaiyum Khan
- 6) Smt. Zubeda Sultan Khan
- 7) Mr. Mohammad Firoz Khan Haji Sultan Khan
- 8) Mr. Mohammad Pervez Khan Haji Sultan Khan
- 9) Miss Aaliya Jabeen Mohammad Sultan Khan
- 10) Mr. Aakif Mohammad Shakeel Sheikh
- 11) Miss Bushra Mohammad Shakeel Sheikh
- 12) Miss Rakhshinda Mohammad Shakeel Sheikh

Jointly have now became Co-owners of the aforesaid properties, having heritable & transferrable rights therein and their Un-divided Ownership Rights in the Land bearing Survey Nos. 66-A & 66-B, as follows :-

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Name of Co-owners	Survey No. and Area in Hectors		
	66A	66B	Rent (Yearly)
Mr. Haji Mustafa Khan Kaiyum Khan	-	1.00 H.R.	₹ 10.34/-
Mr. Mushtaq Khan Kaiyum Khan	-	2.67 H.R.	₹ 27.60/-
1) Smt. Arefa Khatun M.A. Lateef 2) Mrs. Abeda Khatun A. Tawwaf Kaji 3) Miss Afifa Khatun Kaiyum Khan 4) Mr. Aakif Mohd. Shakeel Sheikh 5) Miss Bushra Mohd. Shakeel Sheikh & 6) Miss Rakhshinda Mohd. Shakeel Sheikh	-	0.61 H.R.	₹ 6.31/-
1) Smt. Zubeda Sultan Khan 2) Mr. Mohd. Firoz Khan Haji Sultan Khan 3) Mr. Mohd. Pervez Khan Haji Sultan Khan 4) Miss Aaliya Jabeen Mohd. Sultan Khan	0.54 H.R.	0.46 H.R.	₹ 4.76/-
Total	0.54 H.R.	4.74 H.R.	

The Government of Maharashtra (Urban Development Department) appointed Nagpur Improvement Trust (NIT) constituted under the Nagpur Improvement Trust Act, 1936 (C.P. and Berar XXXVI of 1936) as a Special Planning Authority vide Notification No. TPS-2409/2890/CR-356/09/UD-9, Dtd. 31/08/2010 for Nagpur Metropolitan Area under the MRTP Act, 1966 and the said entire land situated at Mouza - Aajni falls within the notified area as mentioned in the said notification. The Land User Certificate bearing No. Sasanar/NMRDA/2468, Dtd. 09/01/2018 of the Survey No. 66-A and No. Sasanar/NMRDA/2454, Dtd. 09/01/2018 of the Survey No. 66-B are earmarked in proposed development plan as "Residential R-2 adjoining to 18 Mtrs. Wide Road".

Later on, the abovenamed Vendor has purchased the said property from Mr. Haji Mustafa Khan Kaiyum Khan, Mr. Mushtaq Khan Kaiyum Khan, Smt. Arefa Khatun M.A. Lateef, Mrs. Abeda Khatun A. Tawwaf Kaji, Miss Afifa Khatun Kaiyum Khan, Smt. Zubeda Sultan Khan, Mr. Mohammad Firoz Khan Haji Sultan Khan, Mr. Mohammad Pervez Khan Haji Sultan Khan, Miss Aaliya Jabeen

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Mohammad Sultan Khan, Mr. Aakif Mohammad Shakeel Sheikh, Miss Bushra Mohammad Shakeel Sheikh & Miss Rakhshinda Mohammad Shakeel Sheikh, by virtue of registered Sale Deed, Dtd. 24/01/2018, which is duly registered before the Sub-Registrar, Kamptee in Book No. 1 at Sr. No. 565/2018.

As a result, the Vendor/s became the full & an absolute owner/s of the said property with heritable and transferable rights therein and the same is also accordingly mutated in their name in the relevant records of Government, therefore, the present Vendor/s has/have full right to demarcate, develop & sell the said property or its portion / plot/s under his/her/their signature.

The Vendor/s has/have applied before the Hon'ble Collector, Nagpur for convert the said property from Agriculture to Non-agriculture use and after considering their request, the Hon'ble Collector, Nagpur has converted the said property into Residential / Non-agriculture use vide his Order Revenue Case No. _____ on _____.

The Layout Plan of the said Survey duly approved & sanctioned by the _____ on _____ vide its Letter No. _____.

The Vendor/s has/have carved a residential layout in the said property and allotted the Plot No. _____ to the Purchaser/s for a valuable Consideration of ₹ _____/- (Rs. _____ Only).

The Purchaser/s being intending to purchase the same offered a fairly good price for the same and after being fully satisfaction the Vendor/s agreed to sell to the Purchaser/s and the Purchaser/s agreed to purchase the same for a valuable consideration of ₹ _____/- (Rs. _____ Only).

The Purchaser/s has/have satisfied himself/ herself/themselves with respect to the right of Vendor/s and title of the said property / plot described in the schedule hereunder written as good, valid & marketable title to the said property / plot and the Purchaser/s has/have agreed to purchase the same from the Vendor/s upon the terms and conditions contained hereunder.

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

- 1) THAT, the Vendors will SALE and the Purchaser/s will BUY the property / plot more particularly described in the Schedule hereunder written.
- 2) THAT, the total price agreed is ₹ _____/- (Rs. _____ Only), which the Purchaser/s has/have specifically agreed to pay to the Vendors in the following manner :-

:-: MANNER OF PAYMENT :-:

₹ _____/- (Rs. _____ Only) paid by the Purchaser/s to the Vendor/s by way of Cheque vide No. _____, Dated _____, drawn on Bank - _____, Branch - _____ at the time of execution of these Presents & the receipt whereof is hereby acknowledged by the Vendor/s.

₹ _____/- (Rs. _____ Only) agreed to be paid by the Purchaser/s to the Vendors on or before the registration of Sale Deed of the said plot of land.

₹ _____/- (Total - Rs. _____ Only)

- 3) Both the Parties hereby agreed to execute and register the Sale Deed in respect of the schedule property within _____ Months from this Agreement to Sell or after obtaining the permission from competent authority and the physical possession of the said property shall be given to the purchaser at the time of registration of Sale Deed.
- 4) THAT, the Vendors assure to the Purchaser/s that the property hereby agreed to be sold is their separate property belonging to them alone and that none except them have acquired any right, title and/or interest of any kind whatsoever in respect of the same.

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- 5) THAT, the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Corporation / Grampanchayat Tax, Ground Rent & any previous dues and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendors upto the date of Registration of the Sale Deed.
- 6) THAT, the Purchaser/s has/have seen and inspected all the relevant documents relevant to the said property / plot and found that the title of the Vendors to the said property / plot as good, valid and marketable.
- 7) THAT, the Vendor/s shall obtain the necessary Papers / Documents required for registration of Sale Deed such as – N.A. Order, Sanctioned Layout Map, T.P. Order, etc. from the Government and Semi-Government Departments and offices regarding the proposed transaction of sale exclusively from and out of their own costs and expenses on or before the execution & registration of the Sale Deed.
- 8) THAT, it is agreed between the parties that the physical possession of the schedule property / plot hereby transferred to the purchaser/s at the time of Sale Deed.
- 9) THAT, the Vendor/s shall undertake/s that they will deliver all the original / xerox documents relating to the schedule property hereby agreed to be sold to the Purchaser/s at the time of Registration of Sale Deed.
- 10) THAT, the Vendor/s do/does hereby assure/s confirm/s to the Purchaser/s that, they have not created any mortgage, lien, charge or interest over the schedule property / plot and the Vendors undertake that they have not entered into agreement to sell with any party in respect of the property / plot, hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same also hereby undertakes by the Vendors that they have not done any act, prior agreement and token agreement except the present purchaser/s and also no matter pending before the court and if it is found that the Purchaser/s has/have full right to take necessary legal action against the present Vendors.
- 11) THAT, the Vendor/s hereby undertake/s that they will provide the schedule / said property free from all encumbrances and disputes.
- 12) THAT, the Vendor/s declare/s and assure/s to the Purchaser/s that the said property is not subject to any court dispute or litigation involving the Vendor/s.

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- 13) THAT, the Vendor/s specifically covenant that there are no outstanding encumbrances, mortgages, charges, rights of tenants, claims, liens, notices for acquisition, requisition, set-back or outstanding interest in or claim by any parties other than the Vendor/s in respect of the said property nor the said property is subject matter of any pending litigation or attachment.
- 14) THAT, there is no prohibitory order appointing receiver in respect of the said property / plot. The said plot is also not given by the Vendor/s by way of Security or Guarantee anywhere and there is no impediment for transfer of the same by Vendor/s to the Purchaser/s, if it observes hereafter the Vendor/s shall remain responsible for every loss, damages to the Purchaser/s.
- 15) THAT, this Agreement is subject to the jurisdiction of the Competent Civil Court at Nagpur.
- 16) THAT, the property hereby agreed to be transferred and or assigned shall be taken to be correctly described in the schedule hereunder written and any misstatement error or omission if discovered, the same shall not annul this sale/contract but the same shall always be subject to correction by the parties hereto.
- 17) The expenses on account of stamp duty and registration fees and other expenses in preparing this Deed & Sale Deed shall be borne by the Purchaser/s.

Schedule of the Property hereby agreed to be sold

ALL THAT piece & parcel of land bearing Plot No. _____, having Length _____ Mtr./Ft. & Breadth _____ Mtr./Ft., i.e. containing by total admeasuring _____ Sq.Mtrs./Sq.Ft., being a portion of the entire land Survey No. 66/A & 66/B of Mouza / Village - Aajni, P.H.No. 19, Teh. Kamptee & Dist. Nagpur along with all other easementary rights appurtenant and belonging there to and the said plot of land bounded as under :-

Towards East :
 Towards West :
 Towards North :
 Towards South :

Share full.

AFFIX STAMP HERE :

IN WITNESS WHEREOF, the parties hereto set and subscribed their respective hands and signed after full understanding and admitting the contents of the AGREEMENT TO SELL with sound mind, freewill and without any pressure, coercion or misrepresentation whatsoever in the healthy state of mind & body, in presence of the following attesting witnesses being present at the same time and place on the day and place written above.

We, Pavan G. Dhimole & Sarang D. Nighot Adv., R/o. Nagpur (Cell No. 9373216597 & 9422829960) do hereby states that this AGREEMENT TO SELL is drafted by us as per the instructions and documents provided by the parties hereto.

M/s. Shri Balaji Land Developers
Through its Authorized Partner -

WITNESSES :-

1. _____
Name _____
Age ____ Yrs., Occu. - _____
Add. : _____

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1) _____
(Mrs. Manisha Deepak Agrawal)

Left Hand Thumb Impression	

2) _____
(Mrs. Arti Amit Raja)

"VENDOR/S"

Left Hand Thumb Impression	

2. _____
Name _____
Age ____ Yrs., Occu. - _____
Add. : _____

Left Hand Thumb Impression

(Mr. _____)

"PURCHASER/S"

Left Hand Thumb Impression	

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ALLOTMENT LETTER

Date : _____

To,

R/o. _____

Sub. :- ALLOTMENT OF PLOT

Reference :- Your application Dated _____ for allotment of Plot.

Sir/ Madam,

1) You have submitted your above referred application to us for allotment of Plot as detailed below.

NAME OF PROJECT :- _____

ADDRESS OF PROJECT :- Survey No. 66/A & 66/B of Mouza /
Village - Aajni, P.H.No. 19, Teh.
Kamptee & Dist. Nagpur.

PLOT NO. : _____

Having Total Area Admeasuring About _____ Sq. Mtrs.

2) If you intend to cancel allotment of the said Plot in that case you shall submit to us Application for cancellation of Allotment alongwith original copies of receipt issued by me/us. In case original receipts have been lost by you, you shall submit to us a duly notarized affidavit-cum-indemnity.

3) In case of cancellation of allotment of said Plot to either on my/our part on your part as detailed above I/We shall entitled to deduct Taxes paid by me/us to government regarding your receipt payment. No interest will be paid on refund amount.

4) After receipt of the said Application we have given you disclosure of various documents/information in respect of the land on which the above said project being developed and respect of the said Plot as envisaged under the Real Estate/Regulation and Development) Act 2016.

(2)

5) By this Allotment Letter you are hereby allotted the said Plot subject to the terms and conditions mentioned herein below:

6) Price consideration of the said Plot including proportionate price of the common area and facilities appurtenant to the said Plot is _____.

(i) I/We have received from you an amount of Rs. _____/-

(Rupees _____) by a Cheque Dated _____ for Rs. _____ bearing No. _____ Drawn on _____ Bank, branch _____ towards advance payment (said ADVANCE PAYMENT) and I/we have issued you a receipt in that regards.

(ii) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the Agreement to sell in respect of the said Plot (said AGREEMENT).

Other Terms and Conditions of Allotment of the said Apartment

- 1) The amount of Stamp duty registration fees, GST, taxation are subject to change depending on government policy. You shall pay the amount towards stamp duty registration fees, GST prior to registration of the said Agreement as and when demanded by me/us. You shall pay the applicable GST on each of the instalment payable to me/us.
- 2) If you intend to cancel allotment of the said Plot allotted to you in that case you shall submit to an Application for cancellation of Allotment alongwith original copies of receipt issued by me/us. In case original receipts have been lost by you, you shall submit to us a duly notarized affidavit-cum-indemnity.
- 3) In case of cancellation of allotment of said Plot to either on our part on your part as detailed above I/We shall entitled to deduct Taxes paid by us to government regarding your receipt payment. No interest will be paid on refund amount.
- 4) If more than one allottee the cheque of the said Refund Amount shall be drawn in favour of the person from whose account I/We have received the same.
- 5) Once the Allotment of the said Plot to you is cancelled as above you shall cease to have any claim on the said Plot and shall be entitled to dispose of the same at my/our own discretion.

(3)

- 6) Advocate and Registrar Office expenses required for Registered Agreement to sell and Sale Deed will be paid by Allottee.

Thanks and regards.

Nagpur.

Dated : _____

**M/s. Shri Balaji Land Developers
Through its Authorized Partner -**

1) _____

(Mrs. Manisha Deepak Agrawal)

2) _____

(Mrs. Arti Amit Raja)

(4)

Acceptance of Allotment of the said Plot

I/We hereby acknowledge to have checked the said Disclosure and have received information regarding said Plot

I/We have read and understood the above said Allotment Letter and I/we hereby accept the allotment of the said Plot from you subject to above said terms and conditions.

Thanks and regards.

Sign - _____

Name - _____

(Name and signature of Allottee)