AGREEMENT TO SELL FOR `. /- ONLY

(RUPEES ONLY)

MARKET VALUE `. /- ONLY

THIS AGREEMENT TO SELL is made on this __ Day of JANUARY, 2019 BETWEEN : **MR. PRAKASH S/o KASTURCHAND CHANDAK,** Aged about 71 Years, Occupation – Agriculturist and Business, (Income Tax PAN – ACDPC2548Q) (Aadhar No. _____) (Mobile No. _____), Resident of Katol, Pin Code No. 441302, Tahsil and District – NAGPUR, hereinafter called the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR,** as well as his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

(1) MR. _____, Aged about ___ years, (Income Tax PAN – _____) (Adhar No. _____) Resident of _____, **(2) MR. _____,** Aged about ___ years, (Income Tax PAN – _____) (Adhar No. _____) Resident of _____, hereinafter called the **PURCHASERS,** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASERS**, as well as their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, ALL THAT Piece and Parcel of land bearing Khasra No. 294 having an area of 2.76 Hectare R., Rental Rs. 27.06/-, held in Occupancy Class-1 Rights, Khate No. 224 of Mouza – KATOL, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, situated at Katol, within the limits of Nagar Parishad Katol, in Tahsil – Katol and District – NAGPUR, belongs to Mr. Prakash Kasturchand Chandak, the Vendor named hereinabove, as recorded Owner thereof, being his ancestral property; AND

WHEREAS, the said Mr. Prakash Kasturchand Chandak, the Vendor named hereinabove lateron prepared a layout plan on the said land bearing Khasra No. 294 having an area of 2.76 Sq. Hectare R. by carving out various Plots of different sizes therein. And accordingly he has prepared the Layout Plan of the said Khasra No. 294 by carving out various Plots of different sizes therein to be known and styled as "_____" and the said layout is sanctioned and recommended by the Assistant Director, Town Planner, Nagpur, for Demarcation purpose vide his letter No. vd`"khd@ekS- dkVksy@rk- dkVksy@llaukx@1780 Dated 15.11.2017;

AND

WHEREAS, the Vendor named hereinabove lateron applied for conversion of the said land bearing Khasra No. 294 having total area of 2.76 Hectare R. for Non-Agricultural use. Considering his request the Tahsildar, Katol vide its Order No. izLr&1@rgdk@dkfo@460@2019 Dated 27.08.2019 passed in Revenue Case No. 3/N.A.P-34/2017-18 of Mouza – Katol converted the said Khasra No. 294 for Non-Agricultural (Residential) use; AND

WHEREAS, the Vendor named hereinabove lateron applied for Demarcation of the proposed layout carved on the said land bearing Khasra No. 294 having total area of 2.76 Hectare R. for Residential purpose. Considering his request and the said layout is primary sanctioned by the Chief Executive Officer, Nagar Parishad, Katol vide its Order No. uidk@fo;ks@js[kkadu eatqjh@353@2019 Dated 07.09.2019 for Residential use upon various terms and conditions; AND

WHEREAS the Vendor has appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act;

(a) Engineer & Architect :
(b) C.A. : Rushi Lashkare
(c) Legal Advisor :

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 Vendor has 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 hereinabove named has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable. The Purchaser has also seen and approved the 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 Vendor and expressed her/his desire and willingness to purchase **Residential 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 hereinabove named; AND

WHEREAS the Purchaser hereinabove named has also applied to the Vendor and thereby requested him to allot her/his 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 **Residential Plot No. ____** out of his aforesaid sanctioned layout to the Purchaser for a total consideration of Rs. _____/- (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 aforesaid entire project is consists of _____ (_____) Residential Plots, Public Utility Land, Internal Road, Common Land to be carved out by the Vendor on the said Project Land in accordance with the plans and specification approved and sanctioned by the Competent Authority empowered in this behalf.

(2) THAT the VENDOR has agreed to SELL and the PURCHASER has agreed to BUY, the property comprising ALL THAT Piece and Parcel of land bearing **Residential Plot No. _____** out of the sanctioned layout known and styled as **"_____"**, containing by admeasurements **_____ Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra No. 294 of **Mouza – KATOL**, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, situated at Katol, within the limits of the Nagar Parishad Katol in Tahsil – Katol and District – NAGPUR and more particularly described in the Second Schedule hereunder written as Annexure-"___".

(3) THAT the total aggregate consideration for the said Plot of land is hereby agreed at Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner :-

MANNER OF PAYMENT :-

Rs. _____	(Rupees _____) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ Dated _____ Drawn on _____ Bank, _____ Branch, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.
Rs. _____	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____.
Rs. _____	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the time of Registration of the Sale Deed.
_____	
Rs. _____	**(TOTAL RUPEES _____ ONLY).**
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That, the above mentioned total price/consideration excludes of all Taxes. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of

Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

(4) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is his separate ancestral property belonging to him alone, having acquired the same by him and that none except him has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

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

(6) THAT the Vendor shall answer all the reasonable requisitions 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.

(7) 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 Agreement/Contract, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(8) THAT the Vendor shall obtain all the necessary Papers/Documents/No Objection Certificates required for completion of the said proposed transaction of sale in all respects from various Government Departments/Offices/Local Authorities exclusively from and out of their own costs and expenses and shall deliver the same to the Purchaser immediately on its receipt and/or produced the same at the time of Registration of the sale Deed.

(9) THAT the Purchaser shall become the Member/Nominal Member of the Society formed under RERA Act by the Members of the aforesaid Layout and the Vendor shall extend all the necessary and reasonable co-operation in this behalf to the Purchaser.

(10) THAT the Vendor shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser or her/his nominee(s) in vacant condition either on receipt of the entire agreed sale consideration or at the time of Registration of the Sale Deed, whichever is earlier. It is obligatory on the part of the Purchaser to take possession of the said Plot of land from the Vendor within a period of 15 (Fifteen) days from the receipt of letter from the Vendor.

(11) THAT the sale will be completed within a period of 36 (Thirty Six) Months from the date hereof, by the Vendor executing a proper Sale Deed relating to the said property in favour of the Purchaser or her/his nominee(s) and the Purchaser paying the balance sale consideration/price to the Vendor in the manner stipulated in Clause 2 above.

(12) THAT if the Vendor fail or neglect to fulfill and observe the obligations on his 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 her/his 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 they will be liable to pay all costs and damages to the Purchaser.

(13) THAT if the Purchaser fails or neglects to pay the balance sale consideration/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 @ 12% (TWELVE 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 30 (Thirty) days and thereafter this Agreement shall automatically stand terminated/cancelled absolutely forever and the Vendor shall absolutely free to deal in respect of the said property with any other prospective buyers/purchaser without obtaining any permission from the Purchaser. Upon termination/cancellation of this Agreement the Vendor shall be entitled to refund the amount of sale consideration as they received from the Purchaser to the Purchaser after deducting a fixed amount of 5% Only towards liquidated damages and the remaining amount shall be refunded by the Vendor to the Purchaser as mutually decided by them.

(14) THAT, the Electric Poles, Swear Line, Water Line connections and fittings to be provided by the Vendor to the said Layout as per rules and regulations of the concerned departments/authorities.

(15) THAT the Real Estate (Regulation and Development) Act, 2016 having came into force with effect from 01/05/2017 is applicable to the said entire project as the said project is registered with RERA and thus all the Terms, Rules, conditions and Regulations for implementation of the said Act shall always remain binding upon both the parties hereto and their respective successors-in-title. The provisions of the said Act, Rules and Regulation thereof are applicable to the aforesaid entire project; AND

(16) THAT all Notices to be served on the Purchaser and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser : (1) _____
Name of Purchaser : (2) _____
Address of Purchaser : _____
_____
Mobile No. _____.

E-mail ID : _____

Name of Vendor : **MR. PRAKASH S/o KASTURCHAND CHANDAK,**
Address of Vendor : Resident of Katol, Pin Code No. 441302, Tahsil and District – NAGPUR
Mobile No. _____.
E-mail ID : _____

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor and the Purchaser, as the case may be.

(17) THAT the Vendor shall deliver all the Relevant/Copies of Original documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed.

(18) THAT the Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of Residential Purposes Only and not for any other purposes.

(19) THAT all or any disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two Arbitrators one to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon all the Parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(20) THAT the Vendor does hereby assures/confirms to the Purchaser that they have not created any mortgage, lien, charge or interest over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same. The Vendor has assures the Purchaser that he has full lawful right to enter in this agreement with the Purchaser and there is no encumbrances of any kind whatsoever in respect of the said Project Land. There is no litigation is pending in any court and not any part is acquired or under acquisition of Government under its any scheme.

(21) THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on the said Layout and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor. In the like manner the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Plot Owners in the said sanctioned layout.

(22) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Katol and this Agreement may only be amended through written consent of the Parties hereto.

(23) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE
(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT Piece and Parcel of land bearing **Khasra No. 294** having an **area of 2.76 Hectare R.** (i.e. 27600 Sq. Mtrs.), Rental Rs. 27.06/-, held in Occupancy Class-1 Rights, Khate No. 224 of **Mouza – KATOL**, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, situated at Katol, within the limits of Nagar Parishad Katol, in Tahsil – Katol and District – NAGPUR and bounded as under :-

ON THE EAST - 12.00 MTRS. D. P. ROAD & KHASRA NO. 99,
ON THE WEST - KHASRA NO. 837,
ON THE NORTH - KHASRA NO. 268 & 270,
ON THE SOUTH - KHASRA NO. 298,

SECOND SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **Residential Plot No. _____** out of the sanctioned layout known and styled as **"_____"**, containing by admeasurements **_____ Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra No. 294 of **Mouza – KATOL**, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, situated at Katol, within the limits of the Nagar Parishad Katol in Tahsil – Katol and District – NAGPUR and bounded as under:-

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

Annexure-"A"	:	Title Report.
Annexure-"B"	:	Copy of 7/12 Extract.
Annexure-"C"	:	Copy of sanctioned Layout Plan.
Annexure-"D"	:	List of Common Facilities and Amenities.
Annexure-"E"	:	Specification of Plot.
Annexure-"F"	:	Registration Number of project in RERA.

IN WITNESS WHEREOF THE VENDOR and the PURCHASERS hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at KELAPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES:-

(1) _____

(MR. PRAKASH KASTURCHAND CHANDAK)
VENDOR

(2) _____

1)

(_____)

2)

(_____)

PURCHASERS