

AGREEMENT TO SALE

Item No _____, Page No. _____, Rate Rs. _____/- per Sq. Mtrs.

Government Value Rupees _____/-

Valued at Rs. _____/- (Rupees _____ Only)

STAMP DUTY PAID RS. _____/- + REGISTRATION FEES RS. _____/- = RS. _____/-

(As per Article 25(iii) of The Maharashtra Stamp Act, 1958)

**With in the Jurisdiction of Sub-Registrar Kamptee & Situated
within the limit of Gatgrampanchayat Pawangaon-Dhargaon, Mouza Pawangaon, P.H. No.**

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THIS AGREEMENT OF SALE is made and executed on this the ____th day of _____, 20__.

BETWEEN

1) MR. ASHUTOSH S/O CHANDRAKANT ITKELWAR AGED 44 Years, OCCUPATION - Business, R/O A-16, Vaishnavi Orchids, Sarjapur Main Road, Near Bata Showroom, Kasavanahalli, Carmelaram, Bangalore South, Bangalore, Karnataka – 560035, AADHAR No. 9757 7109 2678, PAN- AAGPI9487B,

2) MR. PRAFULLA S/O CHANDRAKANT ITKELWAR AGED 47 Years, OCCUPATION - Business, R/O Bungalow No. 45, H.B. Town, Bhandara Road, Near Old Pardi Naka, Pardi, Bhandewadi, Tah. Dist. Nagpur, Maharashtra-440035, AADHAR No. 5034 2297 1780, PAN- AAJPI4660D

hereinafter referred to as the '**OWNER / DEVELOPER / PROMOTER**', which expression shall, unless repugnant to the context or meaning herein, always mean and include the said '**OWNER / DEVELOPER / PROMOTER**' as well as his/her heirs, legal representatives, successors, executors and administrators of the **FIRST PART**

AND

MR. _____ AGED ____ Years, OCCUPATION - _____, R/O
_____, AADHAR - _____, PAN- _____

hereinafter referred to as the '**PURCHASER/S**' which expression shall unless repugnant to the context or meaning herein, always mean and include the said '**PURCHASER/S**' as well as his/her heirs, legal representatives, successors, executors and administrators of the **SECOND PART**.

DESCRIPTION AND TITLE CERTIFICATE OF THE PROPERTY-

WHEREAS ALL THAT piece and parcel of agriculture land bearing Khasra No. 72/1 admeasuring 7.17 H.R., Jama Rs. 67.30, Bhogwatdar Class – I and Khasra No. 73/1 admeasuring 6.29 H.R., Jama Rs. 38.48, Bhogwatdar Class – I (Old Khasra Number according to Adhikar Abhilekh was 48/1, 48/2 and 48/3) situated at Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur originally belonged to Mr. Chandrakant S/o Ganpatrao Itkelwar and the same was the ancestral property since long and accordingly name of Mr. Chandrakant S/o Ganpatrao Itkelwar was recorded as owner and possessor of the land in Revenue Authority Records.

WHEREAS Mr. Chandrakant S/o Ganpatrao Itkelwar had made Mutual Partition Deed (Aapsi Vatni Patra) in the name of his two sons namely 1) Mr. Prafulla S/o Chandrakant Itkelwar and 2) Mr. Ashutosh S/o Chandrakant Itkelwar.

WHEREAS as per the same **Mr. Prafulla S/o Chandrakant Itkelwar** received the piece and parcel of land bearing Old Khasra No. 48/3 admeasuring 10.29 H.R. (New Khasra No. 73/1 admeasuring 6.29 H.R.) situated at Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur vide Ferfar No. 314 Dt. 11/07/1975 and Since then the said Mr. Prafulla S/o Chandrakant Itkelwar became the exclusive, absolute and full owners of said agriculture land with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records and 7/12 Extract.

AND, **Mr. Ashutosh S/o Chandrakant Itkelwar** received the piece and parcel of land bearing Old Khasra No. 48/1 and 48/2 total admeasuring 7.64 H.R. (New Khasra No. 72/1 admeasuring 7.17 H.R.) situated at Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur vide Ferfar No. 182 Dt. 01/06/1998. Since then the said Mr. Ashutosh S/o Chandrakant Itkelwar became the exclusive, absolute and full owners of said agriculture land with heritable and

transferable rights therein and the same is also accordingly mutated in his name in all relevant records and 7/12 Extract.

WHEREAS The Collector, Nagpur has permitted the conversion of the aforesaid land admeasuring 27709.947 Sq. Mtr. (Approx. 2.7709947 H. R.) out of 1346000.00 Sq. Mtr. from Agriculture use to Non-Agriculture use for Residential Layout Purpose vide order No. R.M.N.-28/NAP-34/Mouza - Pawangaon/2019-20 O.N. Present/Collector/KV-906/2019 Dt. 22/08/2019 on certain terms and conditions.

WHEREAS Assistant Engineer - I, Nagpur Metropolitan Region Development Authority, Nagpur has given a letter bearing terms and conditions for approval of residential layout bearing Letter No. AE(NMRDA)/178 Dt. 11/09/2019.

WHEREAS the aforesaid Mr. Prafulla S/o Chandrakant Itkelwar and Mr. Ashutosh S/o Chandrakant Itkelwar lateron decided to develop area admeasuring 27709.947 Sq. Mtr. (Approx. 2.7709947 H. R.) out of the said piece of land bearing Survey No. 72/1 having an area 71700 Sq. Mtr. and 73/1 having area of 62900 Sq. Mtr., Total Area 134800 Sq. Mtr. into a Residential Layout by carving out various plots of different sizes therein. And accordingly they have prepared Layout Plan of the said Survey/Khasra No. 72/1 and 73/1 by carving out various plots of different sizes therein.

EXCLUSIVE RIGHT TO SALE AND DEVELOP-

WHEREAS as per the above mentioned details, the owner/developer/promoter has the exclusive right of plotting of the said land or to develop the said land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into agreements for sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The owner/developer/promoter has applied for, and is granted new registration under the provisions of the Real Estate (Regulation and Development) Act, 2017 and the same is annexed hereto.

WHEREAS the property bearing **Plot No. ____**, out of the sanctioned layout, having Total area admeasuring **____ Sq. mtr. (approx. _____ Sq. Ft.)** being a portion of entire land bearing **Khasra No. 72/1 and 73/1** having land area admeasuring 2.7709947 H.R. (27,709.947 Sq. Mtr.) out of Total area admeasuring 13.46 H.R. (Approx. 13,46,000 Sq. Mtr.) situated at **Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur** is hereinafter shortly called as **THE SAID PROPERTY** and is more particularly described in **SCHEDULE 'A'** hereunder.

PURCHASER AGREES TO PURCHASE AND ACQUIRE-

WHEREAS for cogent reason and good cause the Owner/Developer/Promoter named as above in the capacity of owners of the said property decided to sale the aforesaid residential land bearing **Plot No. ____**, out of the sanctioned layout, having Total area admeasuring **____ Sq. mtr. (approx. _____ Sq. Ft.)** being a portion of entire land bearing **Khasra No. 72/1 and 73/1** having land area admeasuring 2.7709947 H.R. (27,709.947 Sq. Mtr.) out of Total area admeasuring 13.46 H.R. (Approx. 13,46,000 Sq. Mtr.) situated at **Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur** as described in schedule hereunder to the Purchaser/s and to utilize the sale proceeds thereof in their best interest. The Purchaser hereinabove named expressed his desire and willingness to purchase the said land which is free from encumbrances for a fairly good price. The Owner/Developer/Promoter after detailed negotiations and discussions agreed to sale the said property to the Purchaser/s for a total consideration Valued at **Rs. _____/- (Rupees _____ Only)** and the Purchaser/s has agreed to purchase the same for the said consideration. And it was agreed inter-alia that the Owner/Developer/Promoter shall execute the **AGREEMENT TO SALE** relating to the said land in favour of the Purchaser/s.

CONSIDERATION-

WHEREAS, the Purchaser/s have paid the partial agreed consideration and the remaining amount of consideration will be paid as per the payment schedule mentioned below.

That in pursuance of the agreement with the Purchaser the total consideration amount valued at **Rs. _____/- (Rupees _____ Only)** is being paid by the 'PURCHASER/S' to the 'OWNER/DEVELOPER/PROMOTER ' in the following manner:-

Schedule of Payment-

Rs. _____/- (Rupees _____ Only) have been paid by the Purchaser to the OWNER/DEVELOPER/PROMOTER by Cheque bearing No. _____ dated _____ drawn on _____. The receipt of the same the said OWNER/DEVELOPER/PROMOTER does hereby acknowledge.

Rs. _____/- (Rupees _____ Only) have been paid by the Purchaser to the OWNER/DEVELOPER/PROMOTER till now. The receipt of the same the said OWNER/DEVELOPER/PROMOTER does hereby acknowledge.

REMAINING AMOUNT

Rs. _____/- (Rupees _____ Only) will be paid by the Purchaser to the OWNER/DEVELOPER/PROMOTER by Cheque bearing No. _____ dated _____ drawn on _____ as mutually agreed between both parties.

NOW THIS DEED OF SALE WITNESSS AS UNDER:

I. PURCHASE AND SALE OF THE PLOT-

- a. That the Owner/Developer/Promoter agrees to convey by way of transfer and sale, all his rights, title and interest with possession of residential land bearing Plot No. ____, out of the sanctioned layout, having Total area admeasuring ____ Sq. mtr. (approx. ____ Sq. Ft.) being a portion of entire land bearing Khasra No. 72/1 and 73/1 having land area admeasuring 2.7709947 H.R. (27,709.947 Sq. Mtr.) out of Total area admeasuring 13.46 H.R. (Approx. 13,46,000 Sq. Mtr.) situated at Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur which is more particularly described in this schedule written hereunder (hereinafter for the sake of brevity referred to as the 'said property'), into the use of the Purchaser/s after total consideration amount of Rs. _____/- (Rupees _____ Only) is paid to the Owner/Developer/Promoter by Purchaser and after execution and registration of Sale Deed.
- b. The said plot agreed to be acquired by the Purchaser/s herein will be provided only and only with the common amenities and facilities as per the specifications which are set out in the annexure hereunder written.

2. POSSESSION-

The 'Owner/Developer/Promoter' will handover the actual, vacant and physical possession of the property mentioned in the schedule written hereafter to Purchaser after total consideration amount of Rs. _____/- (**Rupees _____ Only**) is paid to the Owner/Developer/Promoter by Purchaser and after execution and registration of Sale Deed.

3. GOOD, PERFECT AND ABSOLUTE RIGHT AND TITLE TO SALE THE PLOT-

The Owner/Developer/Promoter does hereby covenant with the 'Purchaser/s' that notwithstanding anything hereto before done or suffered to be done the Owner/Developer/Promoter has the good, perfect and absolute rights, title and the authority to convey the 'said property' and all the common rights, privileges and opportunities are hereby sold, conveyed and transferred to the Purchaser/s in the manner herein contemplated and agreed that the Owner/Developer/Promoter has not done or knowingly suffered any act, deed or thing whereby the 'said property' is encumbered, effected or impeached in estate, title or otherwise.

4. ENCUMBRANCES AND LITIGATIONS-

The 'Owner/Developer/Promoter' does hereby declare and covenant with the 'Purchaser/s', that there are no encumbrances, charges, trust, liens, Attachments, claims or demands whatsoever, subsisting on the 'said property', and that the same is not the subject matter of any suit, litigation or proceedings and has not been offered as security or otherwise to any suit, litigation or proceeding and has not been offered as security or otherwise to any Court, Revenue Authority, Bank, Society likewise the 'said property', is not under acquisition from the Government Authorities.

5. INDEMNITY-

The 'Owner/Developer/Promoter' does hereby further covenant with the 'Purchaser/s' that the Owner/Developer/Promoter shall and will at all times indemnify and keep indemnified the 'Purchaser/s' and its successors and assigns of, from or against all costs, charges or expenses or from and against all loss or damage suffered or incurred by the 'Purchaser/s' or its assigns or

nominees as a result of any person or party claiming any right, title or interest in or to the said Premises after execution and registration of Sale Deed.

6. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER-

- a. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.
- b. All approvals, licences and permits issued by the competent authorities with respect to the project, and project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities with respect to the project and project plan shall be obtained by following due process of law and the promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land and common areas.
- c. The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, where were the right, title and interest of the allottee created herein may prejudicially be affected.
- d. The promoter has not enter into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the project land including the project and the said plot which will in any manner affect the right of allottee under this agreement.
- e. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- f. That the 'Owner/Developer/Promoter' will pay upto the date of execution and registration of Sale Deed all dues with respect to the any Government and Semi Government Dues and cesses etc. and in the event if it is discovered that there remains any arrears to be paid, the Owner/Developer/Promoter undertakes to pay the same to the 'Purchaser/s'.

- g. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
- h. The 'Owner/Developer/Promoter', does hereby covenant with the 'Purchaser/s', that the 'Owner/Developer/Promoter', shall at all times do and execute at the expense of the 'Purchaser/s' all such further acts, deeds, things, and assurances as may be reasonably required by the 'Purchaser/s', for better or further effectuating and assuring the conveyance hereby made and the title of the 'Purchaser/s', to the 'said property', hereby sold and conveyed.
- i. The Owner/Developer/Promoter will co-operate with the Purchaser/s in getting the said property transferred in his/her/their name in all the government and/or revenue records after execution and registration of Sale Deed.

7. ORIGINAL DOCUMENTS-

That the 'Owner/Developer/Promoter' will hand over and deliver all the photocopies of documents relating to title deeds in respect of the property sold hereunder to the Purchaser simultaneously with the execution and registration of the sale deed.

8. LIABILITIES OF PURCHASER/S-

- a. The 'Purchaser/s' shall always pay regularly its share of common expenses, taxes, rent, cesses and other outgoing whatsoever assessed on the plot owned and possessed subsequently to the date of execution and registration of the sale deed.
- b. That the responsibility of carrying out the repairs and maintenance of the plot purchased hereunder by the Purchaser shall wholly rest on the 'Purchaser/s' and the costs of the repairs of the common facilities and amenities provided shall be borne equally by the 'Purchaser/s' from the date of execution and registration of the sale deed.

- c. That the 'Purchaser/s' shall be liable to pay the ground rents and other taxes including Development Charge levied on the said plot from time to time subsequent to execution and registration of the sale deed, any charges are levied by the Grampanchayat or/and other Revenue or Local Authority arising on account of the transfer of the 'said property' (not being arrears of any charges already levied) the same shall be borne and paid by the 'Purchaser/s' after execution and registration of the sale deed.

9. UNSOLD PLOTS-

In case the conveyance is executed in favour of the ultimate body before the disposal by the owner/developer/promoter of all the plots on the said land, then in such case, the owner/developer/promoter shall join in the ultimate body as members holding such unsold plots and as and when such plots are sold to third party at the discretion of the owner/developer/promoter, the ultimate body shall admit as members the Purchasers of such plots without charging any premium, transfer fees or any other extra payment.

10. NO RIGHTS TO DEMAND SUB-DIVISION-

- a. The Purchaser/s of the plot/s agreed to be sold hereunder and all the other purchaser/s of plots in the said land shall not have any right to make sub-division of the plot and always subject to the applicable rules, regulations and by-laws.
- b. PURCHASER/S shall not have individual right, title, claim or interest in respect of the amenities spaces, open spaces and the said entire land and the rights of the Purchaser are confined only to the plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye laws.

11. MAINTENANCE OF THE PLOT/LAYOUT-

Commencing the week after notice in writing is given by the owner/developer/promoter to the Purchaser that the said plot is ready for use and occupation and intimation of the same is received by the Purchaser from the owner/developer/promoter the Purchaser hereby agrees and binds himself/herself/themselves to pay to the owner/developer/promoter charges for common service, if any.

12. ENTIRE AGREEMENT-

This agreement, along with its schedules and annexures, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the parties in regard to the said plot, as the case may be.

13. ADDRESS FOR SERVICE-

That all notices to be served on the allottee/Purchaser and the promoter as contemplated by this agreement shall be Deemed to have been duly served if sent to the allottee for the promoter by registered post A. D. and notified email ID for under certificate of posting at their respective addresses specified below-

Name of allottee/Purchaser -
(allottee's address) -
notified email ID -

Promoter name -
(Promoter address) -
notified email ID -

it shall be the duty of the allottee and the promoter 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 promoter of the allottee, as the case may be.

14. INSPECTION AND VERIFICATION OF TITLE-

- a. The Purchaser has/have demanded from the owner/developer/promoter and the owner/developer/promoter have given inspection to the purchasers of all the Documents of Title relating to the said land, N.A. assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

- b. 'PURCHASER/S' have assured himself of all the rights and liabilities arising from Sec. 41 and 55 of Transfer of Property Act, 1882 relating to ownership and hereditary rights.

15. DISPUTE RESOLUTION-

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

16. GOVERNING LAW-

That the rights and obligations of the parties under arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Kamptee courts within whose local limits the property is situated will have the jurisdiction for this agreement.

17. PAYMENT OF STAMP DUTY / REGISTRATION FEES / EXPENSES-

It is hereby expressly agreed that the Purchaser shall bear the stamp duty and registration charges payable on this agreement and all documents executed by the owner/developer/promoter pursuant hereto including but not restricted to the proportionate stamp duty payable on the deed of conveyance of the specified parts of the land which may be executed by the owner/developer/promoter of consenting party in favour of the association condominium Society of all plot purchase in the said project.

18. This Agreement of Sale has been drafted and executed at the instructions of the 'Owner/Developer/Promoter' and 'Purchaser/s' and the terms, covenants, effect of this sale have been explained to 'Owner/Developer/Promoter' and 'Purchaser/s' at the time of execution of this Agreement of sale, before the registering authority in front of the witnesses signing below and the 'Owner/Developer/Promoter' and 'Purchaser/s' have understood the same. The 'Owner/Developer/Promoter' and 'Purchaser/s' asserts that they have fully understood the contents of this Agreement of sale as explained to them and further covenants that the same are binding on them.

SCHEDULE "A" OF THE PROPERTY

ALL THAT piece and parcel of residential land bearing **Plot No. ____**, out of the sanctioned layout, admeasuring Length and Breadth at East-West _____ Mtrs. And North-South _____ Mtrs, Total area admeasuring _____ Sq. mtr. (approx. _____ Sq. Ft.) being a portion of entire land bearing **Khasra No. 72/1 and 73/1** having land area admeasuring 2.7709947 H.R. (27,709.947 Sq. Mtr.) out of Total area admeasuring 13.46 H.R. (Approx. 13,46,000 Sq. Mtr.), **P.H. No. 18**, situated at **Mauza- Pawangaon, P.H. No. 18, Tah. Kamptee, Dist. Nagpur** with all other full rights for residential purpose.

The plot is bounded as under :

ON THE EAST :

ON THE WEST :

ON THE NORTH :

ON THE SOUTH :

IN WITNESS WHEREOF THE 'Owner/Developer/Promoter' has executed this Agreement of Sale on ____th Day of _____ Month of 20__ Year in favour of the 'Purchaser/s' on the date first mentioned above, after fully understanding the contents of this Agreement of sale in his full senses without any undue influences or coercion from anyone in the presence of witnesses signing below.

OWNER/DEVELOPER/PROMOTER

1) Mr. Ashutosh S/O Chandrakant Itkelwar

2) Mr. Prafulla S/O Chandrakant Itkelwar

PURCHASER

(_____)

WITNESSES:-

1. Mr.

Age- Years,

R/o-

2. Mr.

Age- Years,

R/o-