## AGREEMENT TO SELL FOR RS. _____ /- ONLY

## (RUPEES _____ ONLY)

THIS DEED OF AGREEMENT is made on this ____ Day of OCTOBER, 2019 BETWEEN **SHIVAJI GROUP (PAN – ADZFS3958B)** through its Partner **SHRI. PRAVIN S/o VINAYAKRAO RAUT, (PAN - AENPR2635F), (ADHAR No. - 825909211201),** Aged 38 Years, Occupation – Business, Resident of Plot No. 71, Yashoda Nagar, Phase-II, Jaitala, Nagpur - 440016, 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 **PARTNERSHIP FIRM** and its **PARTNERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

**AND**

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**SHRI.** _____ **(Aadhar No.** _____**)** Aged ___ Years, Occupation – _____, Resident of_____ Nagpur, Tahsil and District – NAGPUR, hereinafter called the **PURCHASER,** which expression shall unless repugnant to the context of meaning thereof always mean and include the said **PURCHASER,** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

WHEREAS ALL THAT Piece and parcel of Agricultural land bearing Kh. No. 80 (Old No. 63) of Mouza – NAGALWADI, having an area of 1.76 Hectors, Rental Rs. 2.50/-, held in Bhogwatdar Class-1, P.S.K. 6, situate at Village – Nagalwadi in Tahsil – HINGNA and District – NAGPUR, Originally belonged to Shri. Yadorao S/o Govindrao Raut, being his separate property; AND

WHEREAS the said Shri. Yadorao S/o Govindrao Raut transferred the Southern Portion of the said Kh. No. 80 having an area of 0.851 Hectors to Shri. Abhijit S/o Anant Thombre, by a Sale Deed Dated 28-06-2012, which is duly Registered in the Office of the Sub Registrar, Hingna in Book No. 1 at Sr. No. 2895 on even date and the said Southern Portion of Kh. No. 80 is renumbered as Kh. No. 80/2 having an area of 0.85 Hectos; AND

WHEREAS the aforesaid Shri. Abhijit S/o Anant Thombre lateron transferred the aforesaid property by way of sale to **Shivaji Group,** the Vendor hereinabovenamed by a Sale Deed Dated 25-09-2019, which is duly Registered in the Office of the Sub-Registrar- Hingna in Book No. 1 at Sr. No. 5366 on even date. As a result therefore the said **Shivaji Group** have now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its names in all relevant records; AND

WHEREAS the Vendor has now decided to develop the aforesaid land into a Layout by carving out various Residential Plots of different sizes therein; AND

WHEREAS the aforesaid entire land comprising Kh. No. 80/2 of Mouza – NAGALWADI is converted for Non-Agricultural use vide Order Dated _____ passed by the Collector, Nagpur, in Revenue Case No. _____ of Mouza - NAGALWADI; AND

WHEREAS, the Vendor has get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority vide its Registration No. _____.

WHEREAS the Layout Plan of the said Kh. No. 80/2 of Mouza – NAGALWADI, is also duly sanctioned by the N.M.R.D.A. vide its Letter No. _____ Dated _____;AND



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WHEREAS the said Plot is Release by the N.M.R.D.A vide its Release Letter No. _____ Dated _____; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the said Layout; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning Plot in said Layout for her/his Residential Use with heritable and transferable rights therein has now approached the Vendors and expressed her/his desire and willingness to purchase the **Plot No.** ____ AND

WHEREAS considering her/his request and after detailed negotiations the Vendor have now agreed to sell the aforesaid property 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 VENDOR will SELL and the PURCHASER will BUY ALL THAT Piece and Parcel of land bearing **Plot No.** ___ containing by admeasuring East-West _____ Mtrs. and North – South _____ Mtrs. equal to _____ **Sq. Mtrs**. in the sanctioned Layout known and styled as "_____" being a portion of the entire land bearing Kh. No. 80/2 of Mouza – NAGALWADI, situate at Village – NAGALWADI, P.S.K. 6 in Tahsil – HINGNA and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is **Rs.** _____/- **(Rupees** _____**) Only**, which the Purchaser has paid to the Vendor in the following manner.

**MANNER OF PAYMENT** :-

**Rs.** _____/- **(Rupees** _____**) Only** paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is also hereby acknowledged by the Vendor.

**Rs.** _____/- **(Rupees** _____**) Only** paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is also hereby acknowledged by the Vendor.

**Rs.** _____/- **(Rupees** _____**) Only** agreed to be paid by the Purchaser to the Vendor at the time of Sale Deed, within ___ Months from the date of execution of this Agreement.

_____

**Rs.** /- **(TOTAL RUPEES** _____ **ONLY).**

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(3) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is its separate and self acquired property belonging to it alone and that none except it has any manner of right, title and/or interest 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, Gram Panchayat 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 the Registration of the Sale Deed.

(5) THAT the Vendor shall answer all the reasonable requisitions on the title to be made by the Purchaser and shall establish a 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 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 at the time of Registration of the Sale Deed.

(8) THAT the sale will be completed within 3(THREE) Months from the date of execution this Agreement by the Vendor executing a proper Sale Deed in favour of the Purchaser or in favour of her/his nominee(s). The terms and conditions as may be imposed by the sanctioning authority while sanctioning the said layout shall always remain binding upon the Purchaser.

(9) THAT if the Purchaser fails or neglects to pay the balance 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 at the rate of 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 30 (THIRTY) days, but incase the Purchaser fails to make the remaining payment within such stipulated grace period of 30 Days in such event this Agreement to Sell stands cancelled and the Vendor entitled to sell the aforesaid Plot to any interested buyer of its own choice without obtaining any prior permission of the Purchaser.

(10) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the same, but in case the abovesaid property comes under any Scheme/Acquisition by the State/Central Government in such event the Vendor shall pay to the Purchaser the damages as per the rate fix by the Government.

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(11) THAT the Vendor shall deliver all the relevant documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed.

(12) THAT this Agreement is subject to the Jurisdiction of the competent Civil Court at NAGPUR.

(13) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty, Registration fees and all other Miscellaneous Expenses payable thereon shall be borne and paid by the Purchaser.

**SCHEDULE REFERRED TO ABOVE**
**(RESIDENTIAL)**

ALL THAT Piece and Parcel of land bearing **Plot No.** ___ containing by admeasuring East-West _____ Mtrs. and North – South _____ Mtrs. equal to _____ **Sq. Mtrs**. in the sanctioned Layout known and styled as "_____" being a portion of the entire land bearing Kh. No. 80/2 of Mouza – NAGALWADI, situate at Village – NAGALWADI, P.S.K. 6 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 hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

**WITNESSES :**

(1) _____

**FOR SHIVAJI GROUP**

**(PRAVIN VINAYAK RAUT)**
**VENDOR**

(2)_____

(_____)
**PURCHASER**

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