AGREEMENT TO SELL FOR `. /- ONLY

(RUPEES ONLY)

MARKET VALUE `. /- ONLY

(Item No. _____ Page No. _____ @ _____/- per Sq Mtrs.)

THIS AGREEMENT TO SELL is made at KAMPTEE on this __ Day of OCTOBER, 2020 BETWEEN : **M/S. LAXMI NARAYAN CREATORS,** a Partnership Firm, having its Office at _____ (Income Tax PAN – AAFFL6071R) acting through its Partners **(1) MR. PRAKASH S/o TULSIDAS KEWLANI,** Aged about ____ Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – AJQPK8255L) (Mobile No. _____) Resident of 1240/50, Savitri Nivas, Vaishali Nagar, Nagpur, Pin Code No. 440017, Tahsil and District – NAGPUR, **(2) MR. HARISH S/o HIRALAL VIDHANI,** Aged about ____ Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – AAUPV8991K) (Mobile No. _____) Resident of Plot No. 105, Kukreja Nagar, Jaripatka, Nagpur, Pin Code No. 440014, Tahsil and District – NAGPUR, **(3) MR. SHABBIR SHEIKH S/o ABDUL SATTAR,** Aged about ____ Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – AAPPS7623R) (Mobile No. _____) Resident of Plot No. 5, Siddharth Nagar Teka Naka, Nagpur, Pin Code No. 440017, Tahsil and District – NAGPUR, **(4) MR. AARUSH S/o ANIL NAGPAL,** Aged about ____ Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – ARMPN1370K) (Mobile No. _____) Resident of Plot No. 70, New Jagruti Colony, Katol Road, Nagpur, Pin Code No. 440013, Tahsil and District – NAGPUR, **(5) RAKESH ROSHANLAL NAGPAL (HUF)** (Income Tax PAN – AAHHR0108K) **acting through its Karta MR. RAKESH S/o ROSHANLAL NAGPAL,** Aged about ____ Years, Occupation – Business, (Aadhar No. _____) (Mobile No. _____) Resident of Plot No. 50, New Jagruti Colony, Katol Road, Nagpur, Pin Code No. 440013, Tahsil and District – NAGPUR, **(6) MRS. REKHA W/o ANIL LAKHANI,** Aged about 46 Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – AACPL9946N) (Mobile No. _____) Resident of Plot No. 402, Darshan Apartment, Quetta Colony, Nagpur, Pin Code No. 440008, Tahsil and District – NAGPUR and **(7) MRS. HEMA W/o HARISH VIDHANI,** Aged about 48 Years, Occupation – Business, (Aadhar No. _____) (Income Tax PAN – AAXPV4779L) (Mobile No. _____) Resident of Plot No. 105, Kukreja Nagar, Jaripatka, Nagpur, Pin Code No. 440014, Tahsil and District – NAGPUR, hereinafter jointly called the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR,** as well as their heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

MR. _____ S/o _____, Aged about ____ years, Occupation – _____, (Income Tax PAN – _____) (Aadhaar No. _____), (Mobile No. _____) Resident of _____, Pin Code No.

_____, Tahsil and District _____, hereinafter called the **PURCHASER,** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, ALL THAT Piece and Parcel of land bearing Khasra No. 76 having an area of 1.36 Hectare R., Rental Rs. 2.20/- held in Occupancy Class-1 Rights of Mouza – BHILGAON, Patwari Halka No. 15, situated at Village – Bhilgaon, in Tahsil Kamptee and District – Nagpur, Originally belonged to (1) Mr. Lataruji Namdev Bagwan, (2) Mr. Ramesh Namdev Bagwan, (3) Mr. Sukhdeo Namdev Bagwan, being their ancestral property; AND

WHEREAS, (1) Mr. Lataruji Namdev Bagwan, (2) Mr. Ramesh Namdev Bagwan, (3) Mr. Sukhdeo Namdev Bagwan transferred/sold the Khasra No. 76 having an area of 1.36 Hectare R., Rental Rs. 2.20/- held in Occupancy Class-1 Rights of Mouza – BHILGAON, Patwari Halka No. 15, situated at Village – Bhilgaon, in Tahsil Kamptee and District – Nagpur by way of sale to M/s. Laxmi Narayan Creators, acting through its Partners (1) Mr. Prakash Tulsidas Kewlani, (2) Mr. Harish Hiralal Vidhani, (3) Mr. Shabbir Sheikh Abdul Sattar, (4) Mr. Aarush Anil Nagpal, (5) Rakesh Roshanlal Nagpal (HUF) acting through its Karta Mr. Rakesh Roshanlal Nagpal, (6) Mrs. Rekha Anil Lakhani and (7) Mrs. Hema Harish Vidhani, by a Sale Deed Dated 31-12-2014, which is duly registered in the Office of the Sub-Registrar Kamptee in Book No. 1 at Registered Serial No. 1956/2015 on 13-04-2015. As a result therefore the said M/s. Laxmi Narayan Creators, the Vendor named hereinabove has now become an exclusive, absolute and full Owner of the aforesaid property bearing Khasra No. 76 with heritable and transferable rights therein and the same is accordingly mutated in it's name in all relevant records; AND

WHEREAS M/s. Laxmi Narayan Creators lateron applied for conversion of the said land bearing Khasra No. 76 for Non-Agricultural use Considering his request the Collector, Nagpur lateron vide its Order Dated 04.08.2015 passed in Revenue Case No. 409/N.A.P-34/2014-15 converted the said Khasra No. 76 for Residential use; AND

WHEREAS, the aforesaid (1) Mr. Raju Varluji Dhage and (ii) Mr. Satish Varluji Dhage, the Vendor named hereinabove jointly lateron decided to develop the said Piece of land bearing Khasra No. 76 into a Residential Layout by carving out various Plots of different sizes therein. And accordingly they have prepared a layout of the said land by carving out various plots of different sizes therein and to be known and styled as "**_____**" and the said is duly layout sanctioned and finally approved by Hon'ble Chairman, NIT, Nagpur on 14.05.2015; AND

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

(a)	Architect	:	Mr. _____.
(b)	C.A.	:	_____
(c)	Legal Advisor	:	Adv. Ashwin Patil

WHEREAS, the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No. _____ Dated _____**.

WHEREAS the Vendor have supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser and he has examined the same and has fully satisfied with these documents; AND

WHEREAS the Purchaser hereinabove named has satisfied himself in respect of the Vendor' 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 his Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendor and expressed his desire and willingness to purchase **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 them to allot him aforesaid Plot to him for his residential use; AND

WHEREAS considering the request of the Purchaser and after detailed negotiations the Vendor has agreed to sell the aforesaid property comprising **Plot No. _____** out of their aforesaid sanctioned layout to the Purchaser for a total consideration of `. _____/- (Rupees _____) Only which includes development charges 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, Amenity Space, Internal Road, Open Space 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 have agreed to SELL and the PURCHASER has agreed to BUY, the property comprising ALL THAT Piece and Parcel of land bearing **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. 76 of **Mouza – BHILGAON**, Patwari Halka No. 15, including all other easementary rights appurtenant and belonging thereto, situated at Village – Bhilgaon, within the limits of Grampanchayat Bhilgaon, in Tahsil – Kamptee and District – NAGPUR and more particularly described in the Second Schedule.

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

MANNER OF PAYMENT :-

`.	/-	(Rupees _____) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.
`.	/-	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____.
`.	/-	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor within a period _____(_____) from the date of the Agreement or at the time of registration of Sale Deed.
`.	**/-**	**(TOTAL RUPEES _____ ONLY).**

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 simultaneously with the payment of each installment.

(4) THAT the Vendor assure the Purchaser that the property hereby agreed to be sold is it's separate and self acquired property belonging to it alone having purchased the same by it exclusively from and out of it's own earnings and savings and that none except it 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, Grampanchayat 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 his 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 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 on or before _____, by the Vendor executing a proper Sale Deed relating to the said property in favour of the Purchaser or 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 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 he 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 @ 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 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 he received from the Purchaser to the Purchaser after deducting 30% amount till then received from purchaser 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 Vendor 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 his respective addresses specified below :

Name of Purchaser : _____

Address of Purchaser : _____
_____
Mobile No. _____ Email Id - _____

Name of Vendor :
M/S. LAXMI NARAYAN CREATORS
(Address - _____)

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 doe 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 have assures the Purchaser that they have 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 Nagpur 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 Survey/Khasra No. 76 having an area of 1.36 Hectare R., Rental Rs. 2.20/- Yearly, held in Occupancy Class-1 Rights, Khate No. 76 of Mouza - BHILGAON, Patwari Halka No. 15, including all other easementary rights appurtenant and belonging thereto, situated at Village - Bhilgaon, within the limits of the Grampanchayat Bhilgaon in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	-	KH. NO. 68,
ON THE WEST	-	KH. NO. 77.
ON THE NORTH	-	KH. NO. 67 & ROAD,
ON THE SOUTH	-	KH. NO. 79,

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

ALL THAT Piece and Parcel of land bearing **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. 76 of **Mouza – BHILGAON**, Patwari Halka No. 15, including all other easementary rights appurtenant and belonging thereto, situated at Village – Bhilgaon, within the limits of Grampanchayat Bhilgaon, in Tahsil – Kamptee 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 hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at KAMPTEE in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Adv. Ashwin Patil as per instructions of the parties hereto

WITNESSES:-

FOR M/S. LAXMI NARAYAN CREATORS

(1) _____

1)

(PRAKASH TULSIDAS KEWLANI)

2)

(HARISH HIRALAL VIDHANI)

(2) _____

3)

(SHABBIR SHEIKH ABDUL SATTAR)

4)

(AARUSH ANIL NAGPAL)

5)

(RAKESH ROSHANLAL NAGPAL)
Karta of RAKESH ROSHANLAL NAGPAL (HUF)

6)

(MRS. REKHA ANIL LAKHANI)

7)

(MRS. HEMA HARISH VIDHANI)
Partners

VENDOR

(_____)
PURCHASER