

AGREEMENT TO SELL

VALUED AT RS. .00 ONLY

(RUPEES ONLY)

MARKET VALUE RS. .00 ONLY

THIS AGREEMENT TO SELL is made & executed on this ____ Day of OCTOBER, 2020, **BETWEEN :**

MRS. VIJAYA W/o GHANSHYAM HATWAR, Aged about 64 Years, Occupation – Business, Resident of 425, Anand Nagar, Nagpur – 440009, 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 her heirs, legal representatives, executors, administrators, successors & assigns of the **ONE PART. {PAN – AAHPH5092G}, {UID No. 7962 8805 1280}**

AND

SHRI/MRS. _____, Aged about ____ Years, Occupation – _____, Resident of _____, hereinafter called as the **PURCHASER**, the term unless repugnant to the context thereof shall always mean and include the **PURCHASER**, as well as his/her respective legal heirs, legal representatives, agents, executors, successors and assigns etc., of the **OTHER PART. {PAN – _____}, {Aadhar No – _____}** }.

WHEREAS, the Vendor named hereinabove is an exclusive, absolute and full owner of the property comprising **ALL THAT** piece and parcel of Agricultural Land bearing **Khasra/Survey No. 57/2** of **MOUZA – TAKLI**, P. H. No. 45, having an area of 2.02 Hectares (OR 4.99 Acres), Khate No. 536, Rental Rs. 4.70 Yearly, held in occupancy Class – 1 Rights, alongwith all kinds Trees, Shrubs and anything and everything standing thereon, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant containing by admeasurement and belonging thereto, situate at Village – Takli in Tahsil – Hingna and District – NAGPUR, having purchased the same by the Vendor from Smt. Muktabai Natthuji Bodare & 3 others, by a Sale Deed Dated 23/7/2018, which is duly registered in the office Joint Sub Registrar Hingna, in Book No. 1, at Sr. No. 3134 on even date, hereinafter the said total land

admeasuring 2.02 Hectors of Kh. No. 57/2 will be termed shortly as the "**SAID LAND**" more particularly described in Schedule "A" attached herewith forming part & parcel of this Sale Deed. The Vendor further declares that above said land is separate property and hence no other person or persons or firm than it has any right in the above said land; AND

WHEREAS, the Vendor lateron decided to develop the said entire land bearing **Khasra/Survey/Gut Nos. 57/2**, having an area of **2.02 Hectares (OR 4.99 Acres)**, Rental Rs. 4.70, held in Bhogwatdar Class-1 Rights of **MOUZA – TAKLI**, situated at Village – Takli in Tahsil – Hingna and District – NAGPUR; AND

WHEREAS, now the said land comes within the jurisdiction of Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) and accordingly the Vendor has submitted the entire papers along with the layout plan for sanctioning the same to the said Authority by an Application Dated 24/9/2018; AND

WHEREAS, thereafter, the Executive Engineer, Nagpur Metropolitan Regional Development Authority has tentatively sanctioned the layout plan of said land vide its Letter No. **KA. ABHI./NAMPRAVIPRA/4596**, Dated **19/10/2020**, on the various terms and conditions. As per the said sanction demarked layout plan, there are total 46 Plots, having total area under layout plots is 7795.79 Sq. Mtrs.; AND

WHEREAS, the Vendor has registered the Project under the provisions of Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai vide Registration. No. _____. The said Real Estate Project is purely a Plotted Development and shall be known and styled as "**VIJAYA AANGAN**". The Vendor has appointed Architect _____, having its office at _____; AND

WHEREAS, the Vendor hereby declare that based on the sanctioned Lay-out Plan obtained from Local Authority, Area Under Layout 20200.00 Sq. Mtrs., Internal Roads Area 4745.76 Sq. Mtrs., Open Space 1608.85 Sq. Mtrs. are to be handed over to the Local Authority. Apart from this, the Vendor declare that there are no reservation or acquisition on any part of the said land; AND

WHEREAS, the Vendor hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said

Lay-out Project; AND

WHEREAS, now for the cogent reasons and good causes the Vendor has decided to sale **Plot No. ____** out of the aforesaid layout to any interested buyer to utilise the Sale thereof in her best interest and for the benefits of her family members; AND

WHEREAS, the Purchaser being desirous of owning a plot in the above said lay-out had approached the Vendor and the Purchaser hereinabove named has satisfied himself/herself in respect of the Vendor's title to the said to the property as good, valid and marketable; AND

WHEREAS, in accordance with terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said Plot; AND

WHEREAS, the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

WHEREAS, as per Section 13 of the Real Estate Regulation Act, the Vendor is required to execute a written agreement with the Purchaser for the sale in respect of the said Plot and therefore, Vendor and the Purchaser is executing present Agreement as a compliance thereof and he/she shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act; AND

WHEREAS, this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot; AND

WHEREAS, the Purchaser being desirous of owning the said **Plot No. _** for his/her Residential Use in the aforesaid layout with heritable and transferable rights therein have approached the Vendor and expressed his/her desire and willingness to purchase the same and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Vendor upon the following terms and

conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

(1) **THAT**, the Vendor will SELL and the Purchaser will BUY **ALL THAT** Piece and Parcel of land bearing **Plot No.** _____, containing by admeasurements _____ **Sq. Mtrs. (OR** _____ **Sq. Ft.)**, being a part & portion of the entire land bearing **Khasra/Survey/Gut No. 57/2 of MOUZA – TAKLI**, having an area of 2.02 Hectares (OR 4.99 Acres), P. H. No. 45, situated at Village – Takli in Tahsil – Hingna and District – NAGPUR and more particularly described in the SCHEDULE hereunder written.

(2) **THAT**, the total price agreed is of **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 by Cheque No. _____, Dated _____, Drawn on _____, as an earnest amount, the receipt whereof is hereby acknowledged by the Vendor.

Rs. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____, Drawn on _____, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____, Drawn on _____, 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 from time to time till the date of registration of Sale Deed.

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

=====

THAT, the Purchaser shall pay the respective payments as agreed to the Vendor strictly on the dates. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment is the **ESSENCE OF CONTRACT** and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the above installments on due dates. In the event of such termination / cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Plot of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and after deducting an amount equal to 30% of the agreement amount by way of liquidated damages.

(3) THAT, the Plot of land hereby agreed to be sold shall free from encumbrances of all kinds whatsoever.

(4) THAT, the Vendor hereby assures to provide the Development Works in the Project such as Cement Concrete Road, Pever Blocks, Strom Drainage Line, Water Pipe Line, Open Space Compound Wall, Sewage Treatment Plant, Rain Harvesting Chamber, Electric Network with Transformer, Street Light, Common Lay-out fencing with barbet wire & Cement Concrete Poll, Common Entrance Gate, Tree Plantation along road side & Open space, etc., as per the NMRDA Development Agreement.

(5) THAT, the Purchaser has satisfied himself/herself with respect to the Vendor title to the said property as good, valid and marketable and he/she has accepted the same without any further investigation.

(6) THAT, the said property 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 nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

(7) THAT, the Vendor hereby assures that it shall give possession of the said Plot to the Purchaser after obtaining of the Release Letter from NMRDA.

(8) THAT, the Purchaser shall individually pay all Grampanchayat Taxes and cesses, N.M.R.D.A Charges/Taxes, etc. as may be levied on the property agreed to be purchased by him/her with effect from the date of Registration of the Sale

Deed or from the date of her taking over possession thereof whichever may be earlier.

(9) THAT, the Vendor shall deliver the actual possession of the said plot of land hereby agreed to be sold to the Purchaser or his/her nominees at the time of Registration of the Sale Deed. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land with heritable and transferable rights therein.

(10) THAT, the Vendor hereby assure to the Purchaser that they shall provide the loan facility from bank for paying further/part amount of consideration if require by the Purchaser.

(11) THAT, on obtaining a proper Sale Deed relating to the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser as absolute Owner thereof.

(12) THAT, the Purchaser shall pay the Non-Agricultural Assessments and all other dues whatsoever accruing payable in respect of his/her Plot of land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendor indemnified against such payments.

(13) THAT, in the case when the Purchaser want to cancel the aforesaid property, in that case the cancellation will be valid only when the Purchaser brings a new Purchaser for the purchase of plot by himself/herself at the new rates prevailing in the company for the same.

(14) THAT, the Vendor shall not deliver the actual possession of the said Plot to the Purchaser until the entire consideration, legal expenses including stamp duty and Registration Fees are paid by him/her in full to the Vendor.

(15) THAT, all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty Registration Fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchaser.

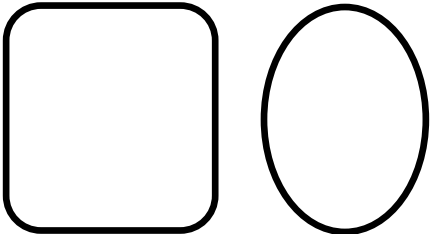
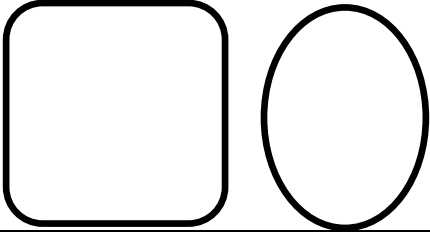
(16) THAT, this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

SCHEDULE "A"**DESCRIPTION OF THE PROPERTY**

ALL THAT Piece and Parcel of land bearing **Plot No. _____**, containing by admeasurements _____ **Sq. Mtrs. (OR _____ Sq. Ft.)**, being a part & portion of the entire land bearing **Khasra/Survey/Gut No. 57/2** of **MOUZA – TAKLI**, having an area of 2.02 Hectares (OR 4.99 Acres), P. H. No. 45, situated at situate at Village – Takli in Tahsil – Hingna and District – NAGPUR and bounded over as under:-

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

IN WITNESS WHEREOF the parties hereinabovenamed have fully examined and read over this **AGREEMENT TO SELL** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in the presence of attesting witnesses signing as such on the day first above written.

SR. NO.	PHOTO AND THUMB IMPRESSION	SIGNATURE
1.		(MRS. VIJAYA G. HATWAR) <u>VENDOR</u>
2.		(_____) <u>PURCHASER</u>
3.		WITNESS NO. 1
4.		WITNESS NO. 2

