

AGREEMENT TO SELL FOR ` . /- ONLY

(RUPEES ONLY)

MARKET VALUE ` . /- ONLY

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

THIS AGREEMENT TO SELL is made at NAGPUR on this __ Day of OCTOBER, 2020 BETWEEN : **(1) M/s GANPATI BUILDERS AND DEVELOPERS**, a Partnership Firm, having its Office at N.K.Y. Tower, Third Floor, Ajni Square, Wardha Road, Nagpur (Income Tax PAN AAGFG6652E) and acting through its Authorised Partner **MR. NEELESH S/o GAJANANRAO CHANDAWAR**, Aged About 47 years, Occupation – Business, (Aadhaar No. 8320 9521 3973), (Mobile No. 9822470791) (Income Tax PAN – ACWPC2989A) Resident of Flat No. 304, Third Floor, Himalaya Crown Apartments, Infront of Law College, Tilak Nagar, Amravati Road, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR, **(2) MR. ATUL S/o MANOHARRAO YAMSANWAR**, Aged About 58 years, Occupation – Business, (Income Tax PAN – AAEPY4543Q) (Aadhaar No. 3467 0832 0660), (Mobile No. 9822221260) Resident of 33, “Manohar”, Khare Town, Dharampeth, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR, **(3) MR. VYANKATESH S/o TRIMBAKRAO KUNAWAR**, Aged About 58 years, Occupation – Business, (Income Tax PAN – AFLPK0320H) (Aadhaar No. 4468 9295 8649), (Mobile No. 9822470792) Resident of Rachana Galaxy, 6th Floor, Plot No. 10, Shivaji Nagar, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR, **(4) MR. CHANDRAKANT S/o BHAURAOJI PADMAWAR**, Aged About 58 years, Occupation – Business, (Income Tax PAN – ADEPP6147Q) (Aadhaar No. 3084 1589 1258), (Mobile No. 9822467701) Resident of Plot No. 64/A, “Mangalam”, Near Orange City Hospital, Pande Layout, Khamla, Nagpur, Pin Code No. 440025, Tahsil and District – NAGPUR and hereinafter jointly called the **VENDORS**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS**, 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/Survey No. 127/4, having an area of 0.82 Hectare, Rental Rs. 2.92/-, held in Bhogwatdar Class-2 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and

belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to Mr. Ashok Rajaram Khobragade, as a recorded Owner thereof having acquired the same by him from Government of Maharashtra as a ceiling landowners and the same is mutated in his name all relevant record; AND

WHEREAS the aforesaid Mr. Ashok Rajaram Khobragade lateron agreed to sell the said property bearing Khasra/Survey No. 127/4 to M/s Ganpati Builders and Developers by an Agreement to Sell Dated 13.10.2006 upon several terms and conditions contained therein; AND

WHEREAS the aforesaid Owner Mr. Ashok Rajaram Khobragade has obtained permission for sale from Additional Collector, Nagpur vide his Order No. D-16/B-12/Ceiling/Kavi-229/2007 Dated 03.05.2007 and the Tahsildar, Nagpur (Rural) vide his Order No. Pratu-2/Tah.Nag(Rural)/Kavi-215/2007 and thereafter the aforesaid Mr. Ashok Rajaram Khobragade lateron transferred the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 127/4, having an area of 0.82 Hectare, Rental Rs. 2.92/-, held in Bhogwatdar Class-2 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, by way of Sale to M/s Ganpati Builders and Developers acting through its Partners Mr. Neelesh Gajananrao Chandawar, the Vendor No. 1 named hereinabove, by a Sale Deed Dated 20.09.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-7 in Book No. 1 at Sr. No. 5598/2007 on 20.09.2007 and the said Sale Deed is duly consented and executed by (1) Miss. Rachana Ashok Khobragade and (2) Mr. Swapnil Ashok Khobragade as a “Consentors” capacity. As a result therefore the aforesaid M/s Ganpati Builders and Developers, the Vendor No. 1 named hereinabove has now became an exclusive, absolute and full Owner of the aforesaid property bearing Khasra/Survey No. 127/4 with heritable and transferable rights therein and the same is accordingly mutated in its name in all relevant records; AND

WHEREAS in the like manner the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 127/6, having an area of 0.82 Hectare, Rental Rs. 2.90/-, held in Bhogwatdar Class-2 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to Mr. Mahadeo Ganpat Nanhe, as a recorded Owner thereof having acquired the same by him from Government of Maharashtra as a ceiling landowners and the same is mutated in his name all relevant record; AND

WHEREAS the aforesaid Mr. Mahadeo Ganpat Nanhe lateron agreed to sell the said property bearing Khasra/Survey No. 127/6 to M/s Ganpati Builders and Developers by an Agreement to Sell Dated 10.10.2006 upon several terms and conditions contained therein; AND

WHEREAS the aforesaid Owner Mr. Mahadeo Ganpat Nanhe has obtained permission for sale from Additional Collector, Nagpur vide his Order No. D-16/B-12/Ceiling/Kavi-230/2007 Dated 03.05.2007 and the Tahsildar, Nagpur (Rural) vide his Order No. Pratu-2/Tah.Nag(Rural)/Kavi-212/2007 and thereafter the aforesaid Mr. Ashok Rajaram Khobragade laeron transferred the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 127/6, having an area of 0.82 Hectare, Rental Rs. 2.90/-, held in Bhogwatdar Class-2 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, by way of Sale to M/s Ganpati Builders and Developers acting through its Partners Mr. Neelesh Gajananrao Chandawar, the Vendor No. 1 named hereinabove, by a Sale Deed Dated 13.09.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-Rural-10 in Book No. 1 at Sr. No. 4351/2007 on 13.09.2007 and the said Sale Deed is duly consented and executed by (1) Mr. Shankar Mahadeo Nanhe, (2) Mr. Madhukar Mahadeo Nanhe and (3) Mr. Ramu Mahadeo Nanhe as a “Consentors” capacity. As a result therefore the aforesaid M/s Ganpati Builders and Developers, the Vendor No. 1 named hereinabove has now became an exclusive, absolute and full Owner of the aforesaid property bearing Khasra/Survey No. 127/6 with heritable and transferable rights therein and the same is accordingly mutated in its name in all relevant records; AND

WHEREAS in the like manner ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/1, having an area of 0.95 Hectare, Rental Rs. 3.12/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to Mr. Deorao Laxman Dabhekar, as a recorded Owner thereof being his separate property and the same is mutated in his name all relevant record; AND

WHEREAS, the aforesaid Mr. Deorao Laxman Dabhekar lateron transferred/sold his aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/1, having an area of 0.95 Hectare, Rental Rs. 3.12/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District – NAGPUR, by way of Sale to M/s Ganpati Builders and Developers acting through its Partners (1) Mr. Vyankatesh Trimbakrao Kunawar and (2) Mr. Neelesh Gajananrao Chandawar, the Vendor No. 1 named hereinabove, by a Sale Deed Dated 26.07.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4792/2007 on 26.07.2007 and the said Sale Deed is duly consented and executed by (1) Mr. Vijay Deorao Dabhekar, (2) Mr. Kailash Deorao Dabhekar and (3) Mrs. Vaishali Deorao Waghmare as a “Consentors” capacity. As a result therefore the aforesaid M/s Ganpati Builders and Developers, the Vendor No. 1 named hereinabove has now became an exclusive, absolute and full Owner of the aforesaid property bearing Khasra/Survey No. 128/1 with heritable and transferable rights therein and the same is accordingly mutated in its name in all relevant records; AND

WHEREAS in the like manner the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/3, having an area of 0.96 Hectare, Rental Rs. 3.13/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to Mr. Madhukar Laxman Dabhekar, as a recorded Owner thereof being his separate property and the same is mutated in his name all relevant record; AND

WHEREAS, the aforesaid Mr. Madhukar Laxman Dabhekar lateron transferred/sold his aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/3, having an area of 0.96 Hectare, Rental Rs. 3.13/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, by way of Sale to M/s Ganpati Builders and Developers acting through its Partners Mr. Neelesh Gajananrao Chandawar, the Vendor No. 1 named hereinabove, by a Sale Deed Dated 07.03.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1409/2007 on 07.03.2007 and the said Sale Deed is duly consented and executed by M/s Ved Associates acting through its Partner Mr. Dhiraj Mohan Jaiswal as a “Consentor” capacity. As a result therefore the aforesaid M/s Ganpati Builders and Developers, the Vendor No. 1 named hereinabove has now became an exclusive, absolute and full Owner of the aforesaid property bearing Khasra/Survey No. 128/3 with heritable and transferable rights therein and the same is accordingly mutated in its name in all relevant records; AND

WHEREAS in the like manner the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 161/2, having an area of 1.81 Hectares, Rental Rs. 9.00/- held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to (1) Mr. Vasanta Vithoba Ganar and (2) Mr. Manohar Vithoba Ganar, as a recorded joint Owners thereof being their separate property and the same is mutated in their names all relevant record; AND

WHEREAS, the aforesaid (1) Mr. Vasanta Vithoba Ganar and (2) Mr. Manohar Vithoba Ganar lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 161/2, having an area of 1.81 Hectares, Rental Rs. 9.00/- held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, by way of Sale to M/s Ganpati Builders and Developers acting through its Partners (1) Mr. Vyankatesh Trimbakrao Kunawar and (2) Mr. Neelesh Gajananrao Chandawar, the Vendor No. 1 named hereinabove, by a Sale Deed Dated 26.06.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-Rural-10 in Book No. 1 at Sr. No. 2877/2007 on 26.06.2007 and the said Sale Deed is duly consented and

executed by Mr. Vijay Rambhau Chinchmalatpure as a "Consentor" capacity. As a result therefore the aforesaid M/s Ganpati Builders and Developers, the Vendor No. 1 named hereinabove has now become an exclusive, absolute and full Owner of the aforesaid property bearing Khasra/Survey No. 161/2 with heritable and transferable rights therein and the same is accordingly mutated in its name in all relevant records; AND

WHEREAS in the like manner the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/2, having an area of 0.95 Hectare, Rental Rs. 3.11/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to (1) Mr. Chindhu Ramaji Mojankar, (2) Mr. Kamlakar Ramaji Mojankar and (3) Mr. Ravindra Ramaji Mojankar, as a recorded joint Owners thereof being their ancestral property and the same is mutated in their names all relevant record; AND

WHEREAS, the aforesaid (1) Mr. Chindhu Ramaji Mojankar, (2) Mr. Kamlakar Ramaji Mojankar and (3) Mr. Ravindra Ramaji Mojankar jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 128/2, having an area of 0.95 Hectare, Rental Rs. 3.11/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District – NAGPUR, by way of Sale to (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhaurao Padmawar, the Vendor No. 2 to 4 named hereinabove, by a Sale Deed Dated 28.11.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-7 in Book No. 1 at Sr. No. 6862/2007 on 29.11.2007. As a result therefore the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhaurao Padmawar, the Vendor No. 2 to 4 named hereinabove jointly have now become an exclusive, absolute and full joint Owners of the aforesaid property bearing Khasra/Survey No. 128/2 with heritable and transferable rights therein and the same is accordingly mutated in their names in all relevant records; AND

WHEREAS in the like manner the property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 131, having an area of 1.58 Hectares, Rental Rs. 1.08/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to (1) Mr. Nitin Balwant Ukunde, (2) Mrs. Sheetal Nitin Ukunde and (3) Mrs. Sandhya Balwant Ukunde, as a recorded joint Owners thereof being their separate and self acquired property and the same is mutated in their names all relevant record; AND

WHEREAS the Competent Authority for Acquisition of Land passed in Land Acquisition Case No. 46/LND-47/94-95, acquired a portion of land admeasuring 0.37 Hectare out of the aforesaid Agricultural land bearing Survey / Khasra / Gut No. 131 having total area of 1.58 Hectares for Small Canal of Irrigation Department. Thus the portion of land

admeasuring 0.37 Hectare is now renumbered as Khasra/Survey No. 131/2 and remaining portion of land admeasuring 1.21 Hectares is now renumbered as Khasra/Survey No. 131/1; AND

WHEREAS the aforesaid Owners (1) Mr. Nitin Balwant Ukunde and (2) Mrs. Sheetal Nitin Ukunde later on executed General Power of Attorney in favour of Mrs. Sandhya Balwant Ukunde on 31.08.2007 and the said General Power of Attorney is executed before Indian Embassy at Melbourne, Australia; AND

WHEREAS, the aforesaid (1) Mr. Nitin Balwant Ukunde, (2) Mrs. Sheetal Nitin Ukunde acting through their Attorney Mrs. Sandhya Balwant Ukunde and (3) Mrs. Sandhya Balwant Ukunde jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land bearing Khasra/Survey No. 131/1, having an area of 1.21 Hectares, Rental Rs. 0.67/-, held in Bhogwatdar Class-1 Rights of Mouza - WARANGA, P.S.K. 74 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of the Grampanchayat Waranga in Tahsil - Nagpur (Rural) and District – NAGPUR, by way of Sale to (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhaurao Padmawar, the Vendor No. 2 to 4 named hereinabove, by a Sale Deed Dated 28.12.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-Rural-10 in Book No. 1 at Sr. No. 6313/2007 on 28.12.2007 and the said Sale Deed is duly consented and executed by M/s Ved Associates acting through its Partner Mr. Dhiraj Mohan Jaiswal as a “Consentor” capacity. As a result therefore the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhaurao Padmawar, the Vendor No. 2 to 4 named hereinabove jointly have now become an exclusive, absolute and full joint Owners of the aforesaid property bearing Khasra/Survey No. 131/1 with heritable and transferable rights therein and the same is accordingly mutated in their names in all relevant records; AND

WHEREAS, the Vendors named hereinabove jointly lateron decided to develop the aforesaid Piece of lands bearing Khasra Nos. 127/4, 127/6, 128/1, 128/2, 128/3, 131/1 and 161/2 into a Residential Layout by carving out various Plots of different sizes therein. And accordingly they have prepared a layout of the said lands by carving out various plots of different sizes therein and to be known and styled as “**UNIQUE VISHWA**” and the said layout is tentatively approved and recommended by the Deputy Director, Town Planning, Nagpur Metropolitan Region Development Authority, for Demarcation purpose; AND

WHEREAS the Vendors 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. Umesh M. Lamge. |
| (b) C.A. | : | _____ |
| (c) Legal Advisor | : | Adv. Ashwin Patil |

WHEREAS the Vendors hereby assures the Purchaser that they 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 Vendors 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 Vendors' 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 Vendors 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 Vendors hereinabove named; AND

WHEREAS the Purchaser hereinabove named has also applied to the Vendors 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 203 (Two Hundred and Three) Residential Plots, 2 (Two) Amenity Spaces, 3 (Three) Open Spaces, Internal Road to be carved out by the Vendors 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 VENDORS 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 "**UNIQUE VISHWA**", containing by admeasurements _____ **Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra Nos. 127/4, 127/6, 128/1, 128/2, 128/3, 131/1 and 161/2 of **Mouza – WARANGA**, P.S.K. 74, including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of Grampanchayat Waranga, in Tahsil – Nagpur (Rural) 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 Vendors in the following manner :-

MANNER OF PAYMENT :-

` _____ /- (Rupees _____) Only paid by the Purchaser to the
Vendors as Earnest Money by Cheque No. _____ Dated
_____ Drawn on _____, the receipt whereof
is hereby acknowledged by the Vendors.

` _____ /- (Rupees _____) Only agreed to be paid by the
Purchaser to the Vendors on or before _____.

` _____ /- (Rupees _____) Only agreed to be paid by the
Purchaser to the Vendors 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 Vendors assure the Purchaser that the property hereby agreed to be sold
is their self acquired property belonging to them alone, having acquired the same by them by
way of sale and that none except them 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 Vendors
only upto the date of Registration of the Sale Deed.

(6) THAT the Vendors 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 Vendors 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 Vendors shall extend all the necessary and reasonable co-operation in this behalf to the Purchaser.

(10) THAT the Vendors 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 Vendors within a period of 15 (Fifteen) days from the receipt of letter from the Vendors.

(11) THAT the sale will be completed on or before _____, by the Vendors 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 Vendors 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 Vendors 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 Vendors 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 Vendors 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 Vendors shall be entitled to refund the amount of sale consideration as he received from the Purchaser to the Purchaser after deducting 20% amount till then received from purchaser towards liquidated damages and the remaining amount shall be refunded by the Vendors 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 Vendors 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 come 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 his respective addresses specified below :

Name of Purchaser : _____

Address of Purchaser : _____

Mobile No. _____ Email Id - _____

Name of Vendors :

(1) M/s GANPATI BUILDERS AND DEVELOPERS

having its Office at N.K.Y. Tower, Third Floor, Ajni Square, Wardha Road, Nagpur
acting through its Authorised Partner **MR. NEELESH S/o GAJANANRAO CHANDAWAR**
Resident of Flat No. 304, Third Floor, Himalaya Crown Apartments, Infront of Law College,
Tilak Nagar, Amravati Road, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR

(2) MR. ATUL S/o MANOHARRAO YAMSANWAR

Resident of 33, “Manohar”, Khare Town, Dharampeth, Nagpur, Pin Code No. 440010, Tahsil
and District – NAGPUR

(3) MR. VYANKATESH S/o TRIMBAKRAO KUNAWAR

Resident of Rachana Galaxy, 6th Floor, Plot No. 10, Shivaji Nagar, Nagpur, Pin Code No.
440010, Tahsil and District – NAGPUR

(4) MR. CHANDRAKANT S/o BHAURAOJI PADMAWAR

Resident of Plot No. 64/A, “Mangalam”, Near Orange City Hospital, Pande Layout, Khamla,
Nagpur, Pin Code No. 440025, Tahsil and District – NAGPUR

It shall be the duty of the Purchaser and the Vendors 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 Vendors and the Purchaser, as the case may be.

(17) THAT the Vendors 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 Vendors 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 Vendors 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 Vendors 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 Vendors 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 THOSE Pieces and Parcels of lands bearing **Survey/Khasra No. 127/4** having an area of 0.82 Hectare R., Rental Rs. 2.91/- Yearly, **Survey/Khasra No. 127/6** having an area 0.82 Hectare R., Rs. 2.91/- Yearly, **Survey/Khasra No. 128/1** having an area 0.95 Hectare R., Rs. 3.11/- Yearly, **Survey/Khasra No. 128/2** having an area 0.95 Hectare R., Rs. 3.11/- Yearly, **Survey/Khasra No. 128/3** having an area 0.96 Hectare R., Rs. 3.15 Yearly, **Survey/Khasra No. 131/1** having an area 1.21 Hectare R., Rs. 0.67/- Yearly **Survey/Khasra No. 161/2** having an area 1.81 Hectare R., Rs. 9.21/- Yearly, all held in Occupancy Class-1 Rights Khat No. 2, 29 & 38 of Mouza - WARANGA, P.S.K. 74, including all other easementary rights appurtenant and belonging thereto, situated at Village

- Waranga, within the limits of the Grampanchayat Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

Boundary of Khasra No. 127/4 :-

ON THE EAST	-	KHASRA NO. 127/5,
ON THE WEST	-	KHASRA NO. 127/3,
ON THE NORTH	-	KHASRA NO. 128/2 & 128/3,
ON THE SOUTH	-	KHASRA NO. 125.

Boundary of Khasra No. 127/6 :-

ON THE EAST	-	KHASRA NO. 161/1 & 159,
ON THE WEST	-	KHASRA NO. 127/5,
ON THE NORTH	-	KHASRA NO. 128/3,
ON THE SOUTH	-	KHASRA NO. 124/2, 124/3 & 124/4.

Boundary of Khasra No. 128/1 :-

ON THE EAST	-	KHASRA NO. 128/2,
ON THE WEST	-	KHASRA NO. 133,
ON THE NORTH	-	KHASRA NO. 129 & GOVT. LAND,
ON THE SOUTH	-	KHASRA NO. 127/1 & 127/2.

Boundary of Khasra No. 128/2 :-

ON THE EAST	-	KHASRA NO. 128/3,
ON THE WEST	-	KHASRA NO. 128/1,
ON THE NORTH	-	KHASRA NO. 129,
ON THE SOUTH	-	KHASRA NO. 127/2, 127/3 & 127/4.

Boundary of Khasra No. 128/3 :-

ON THE EAST	-	KHASRA NO. 158 & 159,
ON THE WEST	-	KHASRA NO. 128/2 & 129,
ON THE NORTH	-	KHASRA NO. 129,
ON THE SOUTH	-	KHASRA NO. 127/5 & 127/6.

Boundary of Khasra No. 131/1 :-

ON THE EAST	-	KHASRA NO. 129 & 130,
ON THE WEST	-	KHASRA NO. 132,
ON THE NORTH	-	GOVT. LAND KHASRA NO. 145,
ON THE SOUTH	-	GOVT. LAND KHASRA NO. 133.

Boundary of Khasra No. 161/2 :-

ON THE EAST	-	KHASRA NO. 162 & 163,
ON THE WEST	-	KHASRA NO. 161/1,
ON THE NORTH	-	KHASRA NO. 159,
ON THE SOUTH	-	KHASRA NO. 164.

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 “**UNIQUE VISHWA**”, containing by admeasurements _____ **Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra Nos. 127/4, 127/6, 128/1, 128/2, 128/3, 131/1 and 161/2 of **Mouza – WARANGA**, P.S.K. 74, including all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga, within the limits of Grampanchayat Waranga, in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under:-

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

IN WITNESS WHEREOF THE VENDORS and the PURCHASER hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR 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
[Agreement to Sell Plot No. ____ Mouza – Waranga Kh. No. Survey/Khasra No. 127/4 127/6, 128/1, 128/2, 128/3, 131/1, 161/2]

WITNESSES:-

1) FOR M/s GANPATI BUILDERS AND DEVELOPERS

(1) _____

(NEELESH GAJANANRAO CHANDAWAR)
Authorised Partner

2) (ATUL MANOHARRAO YAMSANWAR)

(2) _____

3) (VYANKATESH TRIMBAKRAO KUNAWAR)

4) (CHANDRAKANT BHAURAOJI PADMAWAR)
VENDORS

(_____)
PURCHASER