Stamp Duty Rs. _/-

AGREEMENT TO SALE

Item No. ……., Govt. Rate @ Rs……/- Per Sq. Mtrs, Page No……..

MARKET VALUE RS. /-

SALE CONSIDERATION RS. /-

(RUPEES _ ONLY)

THIS DEED OF AGREEMENT TO SALE is made on this …….th day of ……. 2020 by and between:

1.) SHRI VYANKATESH TRYAMBAKRAO KUNAWAR
Aged about 58 Years, Occupation : Agriculturist and Business
Resident of Plot No. 10, Rachana Galaxy Apartments, Shivaji Nagar, Nagpur-10
P.A.N. :- AFLPK0302H
Adhar Card No. :- 4468 9295 8649

2.) SHRI KAMAL MOHTA S/O SHRI RAMESH MOHTA
Aged about 53 Years, Occupation : Agriculturist and Business
Resident of Bunglow No.2 Nelson Square, Chhindwada Road, Nagpur -
P.A.N. :- ACGPM0643R
Adhar Card No. :- 875413515326

hereinafter both 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 respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

SHRI ……..
Aged about …….. years, Occupation : …….
Resident of ……..
P.A.N. :- …….
Adhar Card No. :- ……

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 their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

WHEREAS the Vendors named hereinabove jointly own and possess the property comprising ALL THAT Piece and parcel of land bearing Kh. No. 125/3/4/5/1 of MOUZA - JAMTHA, Patwari Halka No. 42 total admeasuring area about 1.92 Hectors, Rental Rs. 3.50, Class - 1 Rights, situated at Village - JAMTHA in Tahsil - Nagpur (Rural) and District - NAGPUR by virtue of Registered Sale Deed Dt.18/12/2017 which is duly registered in the office of Sub Registrar Nagpur No. 7 at serial No.9945 which is executed by Smt. Dolly Ahuja W/o Shri Viresh Ahuja AND

WHEREAS name of the Vendors are duly mutated in the record of Talathi and other relevant Government records. AND

WHEREAS the Vendors desirous to develop said land, hence entered into an Agreement of Development with Nagpur Metro Region Development Authority.

WHEREAS the Collector Nagpur has issued _____ _____ _____**,** has converted the aforesaid entire Land bearing Kh. No. 125/3/4/5/1 of Mouza JAMTHA, Tah. Nagpur (Rural), Dist. Nagpur for Non-Agricultural use for residential purpose. AND

WHEREAS the residential Layout on Land bearing Kh. No. 125/3/4/5/1 is duly sanctioned by the Executive Engineer, Nagpur Metro Region Development Authority, vide letter No._____**.**

WHEREAS, the Vendors / Promoters has registered the Project " " under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **NAGPUR** bearing No. **P-** Dated / /2020; AND

WHAREAS, the Purchaser, being desirous of purchasing a Plot for her / his use in the above said layout with heritable and transferable right therein, has approached the Vendors and expressed his/her desire and willingness the below mentioned Plot. AND

WHEREAS the purchaser hereinabove named have satisfied himself / herself in respect of the Vendor's titles to the said property as good, valid and marketable; AND

WHEREAS after detailed negotiations between Vendors and the Purchaser, the Vendors has agreed to sell the Plot No. ……., which is more particularly described in the schedule of property hereunder written to the Purchaser and the Purchaser have specifically agreed to purchase the same for **Rs……./- (Rupees …….. Only)** upon the following terms and condition.

NOW THIS AGREEMENT TO SALE WITNESS AS UNDER

1. **THAT** the VENDOR will sell and PURCHASER will buy the land bearing **Plot Nos. …….** total admeasuring area about **…….. Sq. Mts.,** in Kh. No. 125/3/4/5/1 of MOUZA - JAMTHA, Patwari Halka No. 42 situated at Village - JAMTHA in Tahsil - Nagpur (Rural) and District - NAGPUR more particularly described in the FIRST SHEDULE hereunder written.

2.) **THAT** the total price of consideration of Plot is agreed **Rs……./- (Rupees ……. Only)** which the Purchaser has specifically agreed to pay to the Vendors in the following Manner.

MANNER OF PAYMENT:-

1 **Rs. ……./-** **(Rupees …… Only)** paid by the purchaser to the Vendor by Cheque bearing No…… Dt……. drawn on ……as Booking amount and the receipt whereof is hereby acknowledged by the Vendor.

2 **Rs. ……./-** **(Rupees …… Only)** paid by the purchaser to the Vendor by Cheque bearing No…… Dt……. drawn on ……as

Consideration amount and the receipt whereof is hereby acknowledged by the Vendor.

3 **Rs. ……./-** **(Rupees …… Only)** agreed to be paid by the purchaser to the Vendor within 3 (Three) months from the present Agreement.

4 **Rs. ……./-** **(Rupees …… Only)** agreed to be paid by the purchaser to the Vendor within 6 (Six) months from the present Agreement.

5 **Rs. ……./-** **(Rupees …… Only)** agreed to be paid by the purchaser to the Vendor within 9 (Nine) months from the present Agreement.

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Rs……./- (Rupees …… Only)
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That the purchaser shall pay the respective installments as stipulated herein above strictly on the stage mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the **ESSESNCE OF AGREEMENT** and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchasers failure to pay the above installment on due stages. It is specifically understood by the Purchaser that no extensions of time for payment of any of the installment shall granted to him by the Vendors and in that event the Vendors shall be at full liberty to resell the said plot of land to any other intending buyer without any intimation or notice to the purchaser and in such cancellation return back the amounts till then received by the Vendors to the Purchaser free of any interest thereon within 3 (Three) Months from the date this agreement standing terminated and cancelled and also after deducting 10 % amount of the total received amount by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing the Housing Loan, if any, applied for by him, shall not be a ground for payment of the installments on due stages.

3. That the Vendor is full and absolute owner of the said Plot which is more particularly described in the Schedule written here under and Vendor has good,

valid and marketable title and full authority and absolute right to convey and transfer the said property to the Purchaser by way of sale absolutely forever.

4. That the Vendor hereby declares that the property mentioned in the schedule is free from all encumbrances, charges, claims, demands, liens, etc. and there is no cloud on the said property in any manner whatsoever.

5. That, the Physical possession of the said plot, shall be delivered to the purchaser at the time of Sale Deed.

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 of any misstatement, error of omission shall be discovered, the same shall not annual this contract/agreement, but such misstatements, error or omission will always be subject to correction by the parties hereto.

7. That, the VENDOR will support any application made by the purchaser for mutation of the names in all relevant records as regards to the property hereby sold and will render necessary assistance for obtaining the mutation thereof in favour of the purchaser

8. That it is agreed that the Vendor shall pay all the Gram panchayat Taxes and all other dues in respect of said Plot till the registration of sale deed and Purchaser shall pay all taxes, Cesses etc as may be levied on the said Plot with effect from the date of registration of the Sale Deed.

9. That the Vendor shall execute the sale deed in favour of the Purchaser and Purchase will get the sale deed execute from Vendor in its favour within 9 (Nine) Months from the present Agreement. That it is agreed between the Parties that if the Purchaser failed to pay sale consideration within time as above mentioned and to execute and register sale deed of mention Plot within above mentioned period in that the event present agreement to sale shall be treated as cancelled and right of the of Purchaser to purchase the same shall be extinguished and Vendor shall refund the amount to the purchaser till then received from Purchaser as above mentioned That in the event of cancellation of Agreement to sale, the Vendor shall have right to sale said property to any other prospective buyer, without any obstruction or objection of the Purchaser.

10. That the Vendor hereby agreed to obtain entire the necessary documents as well as Release Letter from NMRAD, if any, required for registration of sale deed and all the expenses to obtain the same shall be borne by the Vendor only. That, since the residential layout is provisionally sanctioned and recommended for demarcation the Vendor has undertake to get the final sanction from the NMRDA

11. That all the expenses on account of preparation Deed of Sale, payment of Stamp Duty, Registration fees, Advocate Fees and other miscellaneous expenses payable thereon have been agreed to be bourn and paid by the Purchaser himself.

12. That, this Agreement to Sale Deed is subject to the jurisdiction of Competent Civil Court at Nagpur.

SCHEDULE OF THE PROPERTY

All That piece and parcel of land bearing **Plot No. ……..** total area admeasuring about **…….. Sq. Mtrs i.e. …….. Sq. Fts.** Kh. No. 125/3/4/5/1 of MOUZA - JAMTHA, Patwari Halka No. 42 total admeasuring area about 1.92 Hectors, Rental Rs. 3.50, Class - 1 Rights, situated at Village - JAMTHA in Tahsil - Nagpur (Rural) and District - NAGPUR Which is bounded as under:-

On the East -
On the West -
On the North -
On the South -

IN WITNESS WHEREOF the VENDOR and the PURCHASER here-in-above named have fully examined and read over this AGREEMENT TO SALE 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 presence of the attesting witnesses signing as such on the day first above written.

1	**SHRI VYANKATESH TRYAMBAKRAO KUNAWAR (VENDOR / PARTY NO.1)**		
2	**SHRI KAMAL MOHTA S/O SHRI RAMESH MOHTA (VENDOR / PARTY NO.1)**		
3	**(PURCHASER / PARTY NO.2)**		

WITNESSES : The Executants hereto have read the contents appearing in this Deed of Sale in our presence and have stated that they have understood the terms and conditions enumerated herein which is correct and binding on them and have signed in our presence.

1)

2)

COZY HOMES

Office : AXON HOUSE, 243, Behind Chhatrapati Hall, Chhatrapati Nagar, Ring Road, Nagpur - 440 015.

Contact : 9822225512 Email : kunawar1987@gmail.com

Project : ..... **Date :** ..... **Ref. No. :** .....

Proforma of Allotment Letter

To,

.....

.....

Subject: - Allotment of the plot....., measuring an area of ..... plot area, at Jamtha Klassic Nagpur.

Dear Sir/Madam,

We are pleased to place on record that you have on this.....day of ....., 20__, been given allotment of the above mentioned plot No ....., measuring an area of ..... plot area, in Jamtha Klassic Nagpur, developed at the site Kh. No. 125/3, 4, 5/1, Mouza: Jamtha, Tah: Nagpur Gramin & Dist. Nagpur, State Maharashtra.

Please acknowledge this allotment and confirm your acceptance by signing a duplicate copy of this allotment letter for our records.

Thanking you and assuring you of our best services at all times.

(Yours faithfully)

I/We have received this allotment letter for peaceful and vacant possession of the above mentioned property.

(Sign by Purchaser)