

SUB-REGISTRAR OFFICE NAGPUR (RURAL)

AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)

MARKET VALUE / VALUATION AS PER ASR RS. ONLY

(Item No. Page No. of Mouza : Pipla @ Rs. /- Per Sq. Mtrs.)

THIS AGREEMENT TO SELL is made at NAGPUR on this ----- Day of -----, 2021 BETWEEN :- **THE SQUARE FEET COMPANY**, A Partnership Firm, having its Office at Plot No. 151, 'Omkara Apartment', Flat No. 101, First Floor, Nelco Society, Trimurti Nagar, Nagpur – 440022, Tahsil and District – NAGPUR, acting through its Authorized Partner – **SHRI. ISHAN S/o GHANSHYAM HATWAR**, Aged about 24 Years, Occupation – Business, Resident of 425, Anand Nagar, Nagpur – 440009, Tahsil and District – NAGPUR, {**UID No. 6838 0093 9342**}, 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 **ONE PART. {PAN – AAPFT6984P}**

AND

MRS./SHRI. _____ **W/o - S/o** _____, Aged about _____ Years, Occupation : _____, Resident of Plot No. _____, _____ Nagar, Nagpur-440 0____, Tahsil and District : NAGPUR, {UID No. _____, PAN _____ & Mobile 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, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS the Vendor hereinabovenamed is in possession of the property comprising **ALL THAT** piece and parcel of Agricultural Land having an area of 0.40 Hectors (OR 0.988 Acres) out of the entire land bearing **Khasra/Survey No. 148 of MOUZA – PIPLA**, having a total area of 1.48 Hectors (OR 3.65 Acres), Land Revenue of Rs. 2.77/- Yearly, out of the total Land Revenue of Rs.10.25/- Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 1865 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Pipla, in Tahsil – Nagpur (Gramin) and District – NAGPUR and more particularly described in the Schedule hereunder written (*hereinafter referred to as “the project land”*); AND

Title History of the Property;

WHEREAS the property comprising ALL THAT piece and parcel of Agricultural Land bearing Khasra/Survey No. 148 of MOUZA – PIPLA, having an area of 1.48 Hectares (i.e. 3.657 Acres), Land Revenue Rs. 2.77 Yearly, held in Bhogwatdar Class-1 Rights of Mouza – PIPLA, P.H. No. 38, TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Pipla, in Tahsil – Nagpur (Gramin) and District – NAGPUR belongs to (1) Shri. Pramod Anandrao Bhoyar, (2) Mrs. Vandini Rajendra Chandak and (3) Shri. Ashok Gulabchandra Chandak, being their separate property and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the aforesaid (1) Shri. Pramod Anandrao Bhoyar, (2) Mrs. Vandini Rajendra Chandak and (3) Shri. Ashok Gulabchandra Chandak lateron decided to develop 0.40 Hectors of land out of the total extent of Kh. No. 148 of Mouza – Pipla, situated at Village – Pipla in Tahsil – Nagpur (Gramin) and District – Nagpur into a Residential Layout by carving out various Plots of different sizes therein; AND

WHEREAS accordingly by an Agreement Dated 31/12/2020 they jointly agreed to sell the aforesaid 0.40 Hectors land out of Kh. No. 148 to M/s. The Square Feet Company, the Vendor abovenamed upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Joint Sub Registrar, Nagpur (Rural) No. 10 in Book No. 1 at Sr. No. 888 on 12/1/2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

WHEREAS by the same Agreement the aforesaid Shri. Pramod Anandrao Bhoyar and two others have jointly allowed and permitted the Vendor to commence, carry on and complete all the developmental activities on the said Piece of land having an area of 0.40 Hectore of Kh. No. 148, situated at Village – Pipla in Tahsil – Nagpur (Gramin) and District - Nagpur viz. diversion of land for Non-Agricultural purpose, carving out a Lay-out comprising independent plots and thus the Vendor is now fully entitled to develop the said land into a layout by carving out various Plots of different sizes therein; AND

WHEREAS in pursuance of the said Agreement Dated 31/12/2020 and the Vendor abovenamed is in possession of the said Project Land and therefore it later on prepared a layout on the said 0.40 Hectore land out of Kh. No. 148 by carving out various Plots of different sizes therein and the said proposed layout is known and styled as **“VIJAYA MAULI”**; AND

WHEREAS as per the said proposed layout Plan the following features of the said land and the same are as under :

- (a) Total Residential Plots in the said entire Layout are 21 Plots.
- (b) Open Space is 400.506 Sq. Mtrs.
- (c) Internal Roads on 774.228 Sq. Mtrs. of land.

; AND

WHEREAS the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There are not any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. As the aforesaid Project known and styled as **“VIJAYA MAULI”** is an ongoing project and therefore it has become necessary to the Vendor to register the said project with the RERA Authority within the stipulated period of time. The Vendor hereby assures the Purchaser that it 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 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. P_____. The said Real Estate Project is purely a Plotted Development and shall be known and styled as “**VIJAYA MAULI**”. The Vendor has appointed Architect ICICLE ARCHITECTS AAND CONSULTANTS, having its office at UDAY NAGAR, NAGPUR AND

WHEREAS the Vendor has supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser and she/he has examined the same and has fully satisfied with these documents; 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. The Purchaser has also seen and approved the Layout Plan of the said proposed Layout; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning an open Plot for her/his Residential use in the said proposed Layout with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase Plot No. ----- out of the said proposed Layout 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 considering the request of the Purchaser and after detailed negotiations the Vendor has now agreed to sell the property comprising Plot No. -----, containing by admeasurement _____ Sq. Mtrs., situated at Village: Pipla, within the limits of Grampanchayat : Pipla in Tahsil : NAGPUR (RURAL) and District : NAGPUR out of its aforesaid layout 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 aforesaid entire project is consists of 21 (TWENTYONE) Residential Plots, Internal Road, Common Land to be carved out by the Vendor on the said Project Land.
- (2) THAT the Vendor has agreed to SELL, and the PURCHASER has agreed to BUY ALL THAT Piece and Parcel of land bearing Plot No. ----- (-----), out of the proposed layout known and styled as “VIJAYA MAULI”, admeasuring Length East-West ----- Mtrs. and Breadth North-South ----- Mtrs. equal to ----- Sq. Mtrs., being a portion of the entire land bearing **Khasra/Survey No. 148** of **MOUZA – PIPLA**, P.H. No. 38, containing by total admeasurements 0.40 Hectors (OR 4000 Sq. Mtrs.), Khate No. 1865, including all other easementary rights appurtenant and belonging thereto, situated at Village – Pipla, in Tahsil – Nagpur (Gramin), District – NAGPUR and more particularly described in the Schedule hereunder written.
- (3) THAT the total aggregate consideration for the said Plot of land is hereby fixed at 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 ----- Bank, ----- Branch, Nagpur 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 on or before -----, ----.
- Rs. ----- (Rupees -----) Only agreed to be paid by the Purchaser to the Vendor on or before -----, ----.

Rs. _____ (TOTAL RUPEES ----- ONLY).
=====

(4) THAT the above-mentioned total price/consideration excludes of all Taxes.

(5) THAT the Vendor hereby assures the Purchaser that the property hereby agreed to be sold is its separate and self acquired property belonging to it alone, having acquired/purchased the same by it exclusively from and out of its 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 and it has fully entitled to deal with the said property in terms of the aforesaid Agreement Dated 13/12/2020.

(6) THAT the sale will be free from encumbrances of all kinds whatsoever and free from payment of Land Revenue, 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 and thereafter all such dues shall be borne and paid by the Purchaser as applicable and shall always indemnify the Vendor against such payments.

(7) 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.

(8) 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 misstatement, 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.

(9) 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 its 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.

(10) 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.

(11) 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 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 by her/him from the Vendor

(12) THAT the sale will be completed within a period of ----- (-----) Months from the date hereof, by the Vendor arranging to executing a proper Sale Deed relating to the said property i.e. Plot No. ----- in favour of the Purchaser or her/his nominee(s) and the Purchaser paying the balance sale consideration/price to the Vendor in the manner stipulated in Clause 2 above.

(13) THAT if the Vendor fails or neglects to fulfill and observe the obligations on its part as contained hereinabove or otherwise required by law and to execute a proper Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of her/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 it will be liable to pay all costs and damages to the Purchaser.

(14) 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 @ 10% (Ten Percent) Per Annum or as per provision made in the RERA Act, as the case may be 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 they received from the Purchaser to the Purchaser after deducting a fixed amount of Rs. ----- (Rupees -----) Only towards liquidated damages and the remaining amount shall be refunded by the Vendor to the Purchaser as mutually decided by them.

(15) THAT the Electric Network, Sewer Line, Water Line connections and fittings to be provided by the Vendor to the said proposed Layout as per rules and regulations of the concerned departments/authorities.

(16) THAT as the provisions of the Real Estate (Regulation and Development) Act, 2016 are applicable to the said entire ongoing project and

thus all such provisions, terms and conditions of the said Act shall always remain binding upon the Purchaser and her/his successors-in-title.

(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 and as per sanctioned Layout Plan.

(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 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 as per the provisions mentioned in RERA Act.

(21) 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.

SCHEDULE 'A'

(DESCRIPTION OF THE ENTIRE PROJECT LAND)

ALL THAT piece and parcel of Agricultural Land having an area of 0.40 Hectors (OR 0.988 Acres) out of the entire land bearing **Khasra/Survey No. 148 of MOUZA – PIPLA**, having a total area of 1.48 Hectors (OR 3.65 Acres), Land Revenue of Rs. 2.77/- Yearly, out of the total Land Revenue of Rs.10.25/- Yearly, held in Bhogwatdar Class-1 Rights, Khate No. 1865 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Pipla, in Tahsil – Nagpur (Gramin), District – NAGPUR and bounded as under :

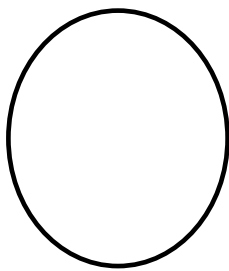
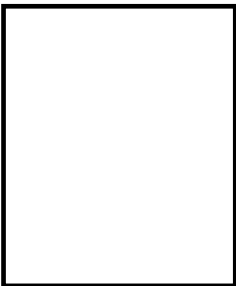
ON THE EAST - BY KHASRA/SURVEY NO. 149
ON THE WEST - BY KHASRA/SURVEY NO. 145
ON THE NORTH - BY REMAINING PORTION OF
THE SAID LAND
ON THE SOUTH - BY KHASRA/SURVEY NO. 146

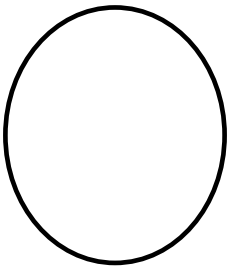
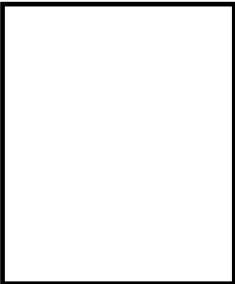
SCHEDULE ‘B’
(DESCRIPTION OF PROPERTY HEREBY AGREED TO BE SOLD UNDER
THIS DEED)

ALL THAT Piece and Parcel of land bearing Plot No. ----- (-----),
out of the proposed layout known and styled as “VIJAYA MAULI”, admeasuring
Length East-West ----- Mtrs. and Breadth North-South ----- Mtrs. equal to -----
---- Sq. Mtrs., being a portion of the entire land bearing **Khasra/Survey No. 148**
of **MOUZA – PIPLA**, P.H. No. 38, containing by admeasurements 0.40 Hectors
(OR 0.988 Acres), Khate No. 1865, including all other easementary rights
appurtenant and belonging thereto, situated at Village – Pipla, in Tahsil –
Nagpur (Gramin), 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 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 presence of the
attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. THE SQUARE FEET COMPANY (ISHAN GHANSHYAM HATWAR) Authorised Partner <u>VENDOR</u>

02			(_____) <u>PURCHASER</u>
<u>WITNESSES :</u> (1) _____ (2) _____			