AGREEMENT TO SALE OF PLOT

Consideration Value at Rs. ...../-
(Rupees.....only)
Market value :-
Stamp duty Rs.:-

Samruddhi Nagri- 1, Mauja Salaidabha Survey no. 103/1, plot no. .....
before Sub Registrar- Hingana Nagpur

This Deed of Agreement to sale of plot is made and executed at Hingna Nagpur on this ..... Day of.....2021 BETWEEN

M/s, Bhoomi Developer and Construction (PAN AAXFB5338H)
Having its registered office at plot no. 148, Rameshwari nagar, near city bus stop Nagpur 440027.
Through its partners

1) Mr. Satish Atmaraj Umate, Aged about 50 years, occupation Business R/o Rameshwari nagar near city bus stop Nagpur 27
2) Mr. Santosh Bhanudas Dhabarde, Aged about 50 years, R/o Bhimnagar, lane no. 5 Rameshwari road Nagpur 27
3) Mrs. Ranjana Dinesh Umate, Aged about 42 years, occupation Business R/o Rameshwari nagar near city bus stop Nagpur 27
4) Mrs. Ranjana Uddhav Dhabarde Aged about 54 years, R/o Bhimnagar, lane no. 5 Rameshwari road Nagpur 27

Hereinafter referred to as "VENDER" which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include the said owner, vender, company and their Legal Representative, Executors, Administrators and assigns, power of attorney holders and successors whenever this context or meanings shall so require or permit, of the FIRST PART.

AND
Mr. /MRS. .....,
Aged ..... years, occupation.....,
R/o .....,

Hereinafter called the PURCHASER, which expression shall, unless it be repugnant to the context or meaning thereof always mean and include the said purchaser as well as his/her/their respective legal heirs, power of attorney holders, executors. Administrators, successors and assigns of the SECOND PART.

WHERE AS, the Non- agricultural land at kh. No. 103/1. Comprising of plot no. 1 to 34 , total area admeasuring 5169.35 Sq. Mtrs. P. H. NO. 70 Mauza –Salaidabha, Tahasil Hingna, District Nagpur is owned and possessed by the above named Vendor i.e. M/s. Bhoomi Developer and Construction acting through its Partner Mr. Satish A. Umate, Mr. Santosh B. Dhabarde, Mrs. Ranjana D. Umate, Mrs. Ranjana U. Dhabarde and they acquired the same by way of registered sale deed Registration no. 39M sr. no. हगन 4718-2016 dated 19/11/2016 and their names are recorded in the 7/12 records vide ferfar no.925 for Kh. No. 103/1 and thereby the above named Vendor becomes the absolute owner of the scheduled property having absolute rights and authority to dispose it off to the above named Purchaser.

WHEREAS, the said land at Kh. No. 103/1 is converted into Non-agriculture use by the order of the collector Nagpur in the रा.मा.क. 142/एनएपी–34/मौजी–सालइदामा/2020–21 जा.क. प्रस्तु/जिल्हाधिकारी/काषि–184/2021 दि. 11/02/2021 mauza Salaidabha dt. 11/02/2021 In the property comprised of plot n. 1 to 34 total area admeasuring 5169.35 Sq. Mtrs.

WHEREAS the said property is free from any encumbrance, lien or mortgage and no litigation is pending with respect to the said land before any court of law. So also the owner hereby assures the purchaser that they have not entered into any agreement to sale or transferred scheduled property to anybody else other than this purchaser, In case if it is observed or come to the knowledge of purchaser or anybody make any claim for this land based on any such agreement the owner take full responsibility of the same1 and indemnifies the purchaser from any such liability arises out of such agreement.

WHEREAS the purchaser have inspected various documents namely the title of the said land, various sanctions and NA permissions and is/are satisfied with the title and has satisfied himself/herself/ their selves, that the title is absolutely vested with the vendor and has clear, transferable and marketable title before signing this agreement of sale, the purchaser offered a good reasonable and market price which the vendor think proper and therefore agreed to purchase from the vendor and the vendor hereby agrees to sale the plotable area comprising of plot no. ..... area admeasuring ..... Sq. Mtrs. (Sq. ft.) at Kh. N. 103/1 Mauza Salaidabha P. H. no. 70 Tahsil Hingna, District Nagpur, which is more particularly described in the schedule herein under written

deed will be executed within a period of days (.....month) from the date of this agreement on receipt of the entire payment. "Time is the essence of the contract" and the purchaser strictly adhered to it and make the payments accordingly. The vendor and agreement holder shall execute and registered sale deed and thereafter a deed of sale shall be executed and register with the above said purchaser.

4 THAT, the vendor assures the purchaser that this property is clear marketable and free from all encumbrance, beyond reasonable doubts. The vendor also assures that the property is free from any encumbrance, lien and mortgages and no litigation is pending before any curt of Law. The vendor indemnifies the purchaser with reference to any claim that may be raised by anyone else over the said property. The vendor also assures that they will obtain all the necessary permissions required for the execution of the sale deed (if required). So also all the corrections in the documents, if any required shall be carried out by the vendor at their cost before the execution of sale deed.

5. THAT, vendor shall deliver the relevant title deeds/ papers relating to the said property in their possession, for inspection there f by the purchaser and copies shall be delivered to the purchaser at the time of registration of sale deed.
6. THAT, the vender shall deliver the vacant and peaceful possession of the property to the purchaser's on the day f registration of sale deed and on receipt of entire sale consideration.
7. THAT, as stated above for the payment terms the "Time is the essence of the contract" and if purchaser fail for whatsoever may be the reason t make the payment as per the agreed schedule or any delay in the payment. This agreement automatically stands cancelled and the vendor will deduct 20% of the plot value of the sale amount towards expenses and incidental charges. And the purchaser under the circumstances shall not claim or shall not have any claim, right or title over the said property.
8. THAT, the terms and condition as required by the statue shall be incorporated in the sale deed to be registered between the vendor and purchaser.
9. THAT, it is agreed by the purchaser that the said layout shall be named and styled as SAMRUDDHI NAGRI-1 and it will remain as it is forever.
10. THAT, all the expenses on account of preparation of agreement and sale deed together with the cost of stamp duty and registration fees payable thereon and legal fees have been agreed to be borne and paid by the purchaser or his nominees.

for the total consideration of Rs. ...../(Rupees .....only) and the purchaser agrees to purchase the same from vendor upon the terms and conditions contained hereunder.

NOW THEREFRE IT SI MUTUALLY HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER

1. THAT, the VENDOR is ready to sale and the purchaser is ready to purchase all that piece and parcel of land at Plot No..... area admeasuring .....Sq. Mtrs. (.....Sq. Ft.) at Kh. No. 103/1 Mauza –Salaidabha P. H. No. 70 Tahsil- Hingna, District- Nagpur (described in details in the schedule hereunder) for total consideration of the plot for Rs. ...../-(Rupees .....only). The ttal payment of sale consideration shall be agreed to be made as under :-

2. Mode of payments:-
   1. Rs. ...../- (Rupees .....only) paid by the purchaser to vendor by cheque no. ..... dt. .....drawn on .....Bank, ...Branch.
   2. Rs. ...../- (Rupees .....only) paid by the purchaser to vendor by cheque no. ..... dt. .....drawn on .....Bank, ...Branch.
   3. Rs. ...../- (Rupees .....only) paid by the purchaser to vendor by cheque no. ..... dt. .....drawn on .....Bank, ...Branch. to be payable by the purchaser to the Vendor by availing a plot loan from ..... at the time of execution and registration of sale deed.
   4. Rs. ...../- (Rupees .....only)

The Vender hereby acknowledges the receipt of Rs. ...../ received as an advance for this agreement to sale of the said plot of land.

However it is specifically agreed by the amongst the vendor and purchaser that the balance payment shall be made on or before .....days / at the time of the registration of the sale deed and the sale

11. THAT, this agreement is subject to the jurisdiction of competent civil court at Nagpur and any dispute arising out of this agreement will b initially tried to be settled by negotiations and if no settlement is arrived at, then the dispute will be referred to arbitration as per the I. A. & C. ACT. 19196.

Schedule of property

All that piece and parcel of non agriculture land at plot no. ..... area admeasuring ..... Sq. Mtrs. (.....Sq. ft.) at Kh. No. 103/1 mauza Salaidabha P. H. No. 70 Tahsil Hingana, District Nagpur and the plot is bounded as per the sanctioned layout map as under

On the east .....
On the west .....
On the north .....
On the south .....

IN WITNESS WHEREOF, the vendor and the purchaser have set their respective hands for this AGREEMENT T SALE on the date and year mentioned herein above at, Nagpur in presence of the attesting witnesses.

VENDOR

M/S. BHOOMI DEVELOPER AND CONSTRUCTION
Through its partners

Mr. Satish A. Umate,

Mr. Santosh B. Dhabarde,

Mrs. Ranjana D. Umate,

Mrs. Ranjana U. Dhabarde