AGREEMENT TO SELL

VALUED AT Rs...../-
MARKET VALUE Rs...../-

THIS AGREEMENT **TO SELL** is made on this.....Day of ..... 2021 BETWEEN

MR. PANKAJ CHANDRAKANT WAGHMARE, Aged about 40 Years, Occupation: Service, {PAN= AAOPW-9314-K}, (AADHAR NO:- 7827 6294 9767), R/o.- Flat No. 201, Parijat Height, Plot No. 7, Gandhi Nagar, Nagpur - 440010, hereinafter referred to and called the **VENDOR/S**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR/S** as well as its partners their respective heirs, legal representatives, executors, administrators, successors and assignees of the **ONE PART**.

WHEREAS, the Vendor/s have executed admission/presentation power in favour of SHRI ....., Age- .... years, Occupation– ....., R/o ....., (AADHAR NO:- .....) which is executed on ..... and duly registered at Sr. No. ..... before Joint Sub-Registrar Nagpur-..... on ....., hence he is presenting this sale deed and admitting the contents of it on behalf of the Vendor/s.

AND;

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MR./MRS. ....., Aged about .... Years, Occupation: Service, (PAN= .....), (AADHAR NO:- .....) R/o.- ..... here-in-after known and referred to as the **"PURCHASER/S"** which expression shall unless repugnant to the context or meaning thereof always mean and include the **PURCHASER/S** as well as his/her/their heirs, legal representatives, executors, administrators, successors and assignees of the **OTHER PART**, AND;

WHEREAS, the land bearing Kh. No. 125/1 and 125/2 were originally belonging to Sau. Meena Arunrao Sherekar, Sau. Suverna Satishrao Thosar, Shri Madan Bhaskarrao Manekar, Shri Mangesh Bhaskarrao Manekar, Smt. Megha Mohanrao Manekar, Shri Raunak Mohanrao Manekar and Sau. Rashmi Swapnil Maske, who sold the same to Vendor/s hereinabove named by way of a Sale Deed; duly registered at Sr. No. 8910, before the Joint Sub-Registrar Nagpur-10, on 09/06/2021, as a result thereof the Vendor/s hereinabove became absolute owner of the aforesaid agricultural land bearing Kh. No. 125/1 with heritable and transferable rights therein, the name of the VENDOR/S are also recorded in the revenue records as absolute owners thereof, AND;

WHEREAS, after purchasing the aforesaid agricultural land the same was decided to be developed into a RESIDENTIAL LAYOUT and to sell the various plots therein to the prospective buyers. AND;

WHEREAS, the said lands having residential zoning under the sanctioned Regional Plan of Nagpur region, the VENDOR applied to the Collector, Nagpur for change of the user of the said land from agricultural into non-agricultural i.e. residential purposes and the Collector, Nagpur granted the permission for change of the user of the said land from agricultural to non-agricultural i.e. residential purposes vide order dated 13/07/2021 in Revenue Case No. 254/ NAP-34/Mouza-Shankarpur /2020-21, AND;

WHEREAS, the PURCHASER/S being interested in owning a residential plot for himself/herself/themselves approached the VENDOR/S for purchase of the Plot in the said Lay Out and the VENDOR/S having accepted the proposal of the PURCHASER/S agreed to sell the **Plot bearing No. ....** admeasuring about ..... Sq. Mt. in the said lay out for a total consideration of Rs...../- (Rupees ..... only), AND

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WHEREAS, the aforesaid plot is hereinafter referred to as the 'said property', in the interest of brevity and is described more particularly in the SCHEDULE appearing in paragraphs hereinafter to follow; AND

WHEREAS, the Vendor/s has applied for the Layout/Project registration under the provisions of the Real Estate (Regulation and Development) Act 2016, with the Real Estate Regulatory Authority vide the registration Certificate No. .....

WHEREAS, on demand from the Purchaser/s, the Vendor/s has given inspection to the Purchaser/s of all the documents of title relating to the aforesaid layout /project and the Purchaser/s has checked, inspected, verified all relevant record of title from the office of the Vendor/s and from the office of the competent authority and he/she/they is/are satisfied himself /herself /themselves with the title and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser/s has, prior to the execution hereof perused the Title documents and Specifications of the said layout/ Project and the other documents and papers disclosed by the Vendor/s and satisfied herself/himself/themselves about the title of the Vendor/s to the said Property and/or right of the Vendor/s to sell the same on ownership basis. The Purchaser/s hereby confirms that the Vendor/s have produced for inspection to the Purchaser/s, all information and documents and has made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is/are satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/s and has now requested the Vendor/s to register AGREEMENT TO SELL for the said plot;

WHEREAS, the authenticated copies of 7 / 12 extract showing the nature of the title of the Vendor/s to the Layout/ project Land, the authenticated copy of the plan of the Layout sanctioned by the .....Nagpur and Authenticated copy of the Registration Certificate of the Layout/Project granted by the Real Estate Regulatory Authority have been annexed hereto and marked as Annexure 'A', 'B' and 'C' respectively;

WHEREAS, the PURCHASER/S being interested in owning a residential plot for him/her/them approached the VENDOR/S for purchase of the Plot in the said Lay Out and after detailed negotiations the Vendor agreed to sell the **Plot bearing No. ....** admeasuring about **..... Sq. Mtr.** in the said lay out for a total consideration of Rs...../- (Rupees

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..... only) upon the following terms and conditions. AND

(The aforesaid plot is hereinafter referred to as the 'said property', in the interest of brevity and is described more particularly in the SCHEDULE appearing in paragraph hereinafter to follow)

NOW THEREFORE IT IS HEREBY MUTUALY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

01. That in consideration of total sum of Rs...../- (Rupees ..... only), paid by the PURCHASER/S to the VENDOR/S in the manner appearing herein below towards the sale consideration, the receipt whereof the VENDOR/S do hereby acknowledges and do hereby grant, assign, convey and transfer to the PURCHASER/S ALL THAT piece and parcel of land bearing **Plot No. ....**Admeasuring about ..... **Sq. Mt.** in the sanctioned lay out named and styled as ..... on ALL That piece and parcel of land bearing Kh. No. 125/1 held in occupancy Class 1 Bhumiswami Rights, situated at **MOUZA: SHANKARPUR**, P. H. No. 42, Tahsil : Nagpur (Rural) and District : NAGPUR, and more particularly described in the Schedule hereunder written, TO HOLD THE SAME TO AND UNTO THE PURCHASER/S, as an absolute owner/s thereof.

(2) THAT the total price agreed is Rs...../- (Rupees ..... only), which the Purchaser/s has agreed to pay to the Vendor in the following manner:-

MANNER OF PAYMENT

Rs...../- (Rupees ..... only) paid by the Purchaser/s to the Vendor/s vide Cheque No. "....." drawn on .....Bank dated .....

Rs. ...../- (Rupees ..... only) Agreed to be paid by the Purchaser to the Vendor by availing loan.

Rs...../- (Rupees ..... only),

(3) The PURCHASER/S has/have verified and inspected all the relevant documents of the said property and have also satisfied himself/herself/themselves about the good, valid and marketable title and absolute right and full authority of the VENDOR/S to convey, assign and transfer the said property by way of sale to the PURCHASER/S absolutely forever and after full satisfaction of the PURCHASER/S, he/she/they have decided to purchase the said property.

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(4) That the VENDOR/S assures the PURCHASER/S that the property hereby agreed to be sold is the separate and self acquired property of the Vendors belonging to them having all ownership rights and that none except them have any manner of right, title or interest whatsoever in respect of the same.

(5) THAT the Vendors covenant with the Purchaser/s that the property hereby agreed to be sold is not under any acquisition / requisitions of any scheme of Government.

(6) That, if incase any VAT, construction tax, works contract tax, Service Tax, N.A. Cess, Betterment charges or any other tax, fees, cesses, compounding charges, Development charges etc. is/are levied/assessed on the said property (Plot/s) in future, then in such an event the PURCHASER/S agrees and undertakes to pay the same to the concerning authorities and shall always keep the Vendors indemnified against the same.

(7) THAT the Vendors shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser or its nominee(s) in vacant condition at the time of Registration of Sale Deed.

(8) That the property hereby sold shall be quietly entered into and upon and held and enjoyed the rents, profits received there from by the PURCHASER/S without any interruption or disturbance by the VENDOR/S or any other person or persons claiming through, under or in trust for them.

(9) That the VENDOR/S have paid up to this date all dues with respect to Land Revenue, non agricultural assessments, and cesses etc. levied on the property hereby sold and the PURCHASER/S agrees and undertakes that it shall be the liability of the PURCHASER/S to pay all dues, assessments, taxes and cesses etc. under any head from the date of this sale deed to the competent authorities.

(10) That THE VENDOR/S has delivered the actual, legal, physical possession of the property hereby sold to the PURCHASER/S in vacant and peaceful condition and the PURCHASER/S has/have taken over same.

(11) That the VENDOR/S will support any application made by PURCHASER/S for mutation of names on the property hereby sold and will render reasonable assistance in obtaining mutation thereof in favour of the PURCHASER/S in all relevant records at the cost of purchaser/s.

(12) The PURCHASER/S covenants that he/she/they has/have fully satisfied himself/herself/themselves regarding correctness of the dimensions of the plot, approach to his/her/their said plot and agrees to

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enjoy all facilities commonly with other PURCHASERS of the plots in the said layout as per sanctioned lay out plan. The Purchaser/s further covenants that, the said property shall not be used for any purpose other than residential purpose and shall not carry out any commercial activity on the said property.

(13) The PURCHASER/S shall obtain his/her/their own electric meter on payment of necessary deposit, connection charges, overhead expenses to the MSEB as and when required and as agreed between them. The PURCHASER/S covenants that he/she/they shall comply with all necessary instructions and the directions given by the VENDOR/S and/or any representative of the Vendor/s and/or any person/entity authorised by the Vendor/s, for carrying out the further construction activities on the said plot and shall see that no disturbance is caused to the other owners of the various plots in the said Layout. The PURCHASER/S shall be bound to follow all the rules, regulations, instructions issued by the Collector, Nagpur in this regard.

(14) The PURCHASER/S shall be liable to pay the maintenance charges to the layout owners association as and when formed, for the proper maintenance of the aforesaid layout scheme and the decision of the layout owner's association as to the determination of these maintenance charges shall be final and binding upon the PURCHASER/S.

(15) That the PURCHASER/S hereby covenant that he/she/they will construct the residential building over the said plot of land after getting the building plan sanctioned from the Nagpur Metropolitan Region Development Authority at his/her/their own cost in accordance with the applicable zoning regulations and Development Control and promotional regulation for the same / Regional plan as may be applicable and in force from time to time within the specified time.

(16) THAT, the Purchaser/s is/are fully aware that all the conditions, covenants, terms and undertakings as imposed by the N.I.T. or NMRDA or NMC & other departments and by the decision as may be taken by the Government of Maharashtra time to time regarding the said land shall always remain binding upon the Purchaser/s as also upon his/her/their successors-in-title. Similarly the Purchaser/s has agreed to pay all relevant Government taxes, cesses, charges etc. under any head, as and when demanded by any Government / Competent Authority.

(17) The PURCHASER/S shall be liable to pay the maintenance charges to the layout owners association as and when formed, for the proper

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maintenance of the aforesaid layout scheme and the decision of the layout owner's association/Vendor as to the determination of these maintenance charges shall be final and binding upon the PURCHASER/S.

(18) The Vendors will be the only in charge of the said entire layout and if the Vendors deems it proper, may revise the instant layout plan in that case the Revised sanction shall be binding on the Purchaser/s.

(19) 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 Contract /Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the Parties hereto.

(20) That, the parties to the agreement, does hereby undertake that they have gone through the contents of the present agreement to sell and have executed the same without any coercion, undue influence, threat, misrepresentation, intoxication of any kind and the parties to the present agreement are fully agreed with the contents of the agreement.

(21) THAT the sale of the said property will be completed after receipt of the full and final payment from the Purchaser to the Vendors as stipulated in the manner above i. e. in any case within Six Months from the date of this agreement, by the Vendor executing a proper Sale Deed relating to the said property hereby agreed to be sold in favour of the Purchaser/s or his/her/their nominee(s).

(22) THAT if the Purchaser/s fails or neglects to pay the balance sale price to the Vendor strictly within the time stipulated in Clause 2 & 22 above then in such event the Vendor shall be entitled to claim and receive an interest at the rate of 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/s.

(23) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

-SCHEDULE REFERRED TO ABOVE-
(RESIDENTIAL)

ALL THAT PIECE AND PARCEL of land bearing **Plot No.** .... admeasuring about ..... **Sq. Mt.** (or ..... Sq. Ft.) in the sanctioned lay out on ALL That piece and parcel of lands bearing **Khasra./Survey No. 125/1** admeasuring about **0.82 Hectares**, Land Revenue Rs.3.15 per year, with Occupancy Class I Bhumiswami rights, bearing P. H. No. 42, situated at **MOUZA : SHANKARPUR,** Tahsil : Nagpur (Rural), District : Nagpur and the same land bounded as under :

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TO THE EAST	:	Khasra No. 125/2,
TO THE WEST	:	Khasra No. 48,
TO THE NORTH	:	Khasra No. 46,
TO THE SOUTH	:	Khasra No. 49.

IN WITNESS WHEREOF the VENDOR/S and the PURCHASER/S hereinabove named have here to 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.

SR. NO	FINGERPRINT (LEFT THUMB)	PASSPORT SIZE PHOTO	SIGNATURE & FULL NAME
01			VENDOR (MR. PANKAJ CHANDRAKANT WAGHMARE)
02			PURCHASER/S (.....)

WITNESSES:

(1) _____

2) _____

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