

**AGREEMENT TO SELL**  
**VALUED AT RS. ....../-**  
**(RS. .... ONLY)**  
**M. R. RS. ....../-**

THIS AGREEMENT TO SELL is executed at Nagpur on  
this ..... day of ..... 2021 BY AND BETWEEN :

**01. R SANDESH DEVELOPERS,** {PAN : AAHAR1980N} an Association of Persons having it's Office at Canal Road, Ramdaspath, Nagpur – 440010, acting through member **SHRI RAMDEO S/O PRALHADRAI AGRAWAL**, aged about 52 years, Occupation : Agriculturist/Business, hereinafter known and referred to as the “**PROMOTER**” which expression shall unless repugnant to the context or meaning thereof always means and include the said PROMOTER as well as its members, Representatives, Executors, administrators, Successors and assignees of the FIRST PART, AND;

*IN FAVOUR OF*

**02. SHRI / SMT. ....**, {PAN : .....} {UID : .....}, aged about ..... years, Occupation : ....., Resident of ..... hereinafter known and referred to as the “**PURCHASER**” which expression shall unless repugnant to the context and meaning thereof mean and include the PURCHASER as well as his/her heirs, executors, successors, representatives and assigns of the SECOND PART,

AND

**03. SHRI RAMDEO S/O PRALHADRAI AGRAWAL,** {PAN : ABUPA3521F} {UID : 7154 4722 0310} aged about 52 years, Resident of P. S. Agrawal Marg, Cotton Market, Santra Market, Nagpur – 440018,

**04. MRS. ANJUM W/O MURAD KHETANI,** {PAN : AHLPK2654A} {UID : 8934 2930 1367} aged about 47 years, Resident of 1-8-309, Flat No. 605, Lakeviewe Residency, Begumpet, Patigadda, Secundarabad, Hyderabad – 500016,

Both Occupation : Agriculturist/Business, here-in-after known and referred to as the “**CO-PROMOTERS**” which expression shall unless repugnant to the context or meaning thereof always means and include the said CO-PROMOTERS as well as their heirs, legal Representatives, Executors, administrators, Successors and assignees of the THIRD PART, AND;

WHEREAS, the CO-PROMOTERS are the co-owners of ALL THAT piece and parcel of Agricultural land bearing Kh. No. 195/2, admeasuring about 2.15 Hectares, i.e. 5.30 Acres, Land Revenue Assessments Rs. 8.35 yearly, with Occupant Class I rights, situated at P. H. No. 42, Mauza : JAMTHA, Tahsil : Nagpur (Rural) and District : Nagpur, here-in-after known and referred to as the Project land, AND;

WHEREAS,

01. That, originally the land bearing Survey No. 195 admeasuring about 3.48 Hectares was owned by Shri Jagobaji Hinge.

02. That, Hinge Family sold the Northern portion of the said land admeasuring about 2.15 Hectares to Shri Machhindra Ramchandra Kadam and Shri Dattatraya Jalinder Kadam by Sale Deed dt. 28.12.2007 registered with Sub Registrar, Nagpur – 7 at Book No. 1, at Sr. No. 7590 dt. 28.12.2007 and the names of Shri Machhindra Ramchandra Kadam and Shri Dattatraya Jalinder Kadam were mutated in revenue records as the co-owners of the said land vide Ferfar No. 1006 dt. 21.01.2008 and the said land admeasuring 2.15 H. R. was renumbered as Survey Kh. No. 195/2.

03. That, said Shri Machhindra Ramchandra Kadam and Shri Dattatraya Jalinder Kadam agreed to sell the said land of Kh. No. 195/2 to Shri Ramdeo Pralhadrai Agrawal and Smt. Anjum Murad Khetani by Agreement to Sell dt. 24.12.2009 and thereafter executed Sale Deed of the said land by Sale Deed dt. 13.09.2010 registered with Sub Registrar, Nagpur – 7 at Book No. 1, at Sr. No. 5783 dt. 13.09.2010 and the names of Shri Ramdeo Pralhadrai Agrawal and Mrs. Anjum Murad Khetani were mutated in revenue records as the co-owners of the said land vide Ferfar No. 1939 dt. 06.10.2010.

04. That, the co-promoters Shri Ramdeo Pralhadrai Agrawal and Mrs. Anjum Murad Khetani with a intention to develop the said land formed the Association of Persons known as "R SANDESH DEVELOPERS", the PROMOTER here-in.

05. That the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dt. 04.03.2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 dt. 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Development Area u/s 42A of the M. R. & T. P. Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority u/s 42D thereof for the said area.

06. That Nagpur Metropolitan Region Development Authority has tentatively sanctioned the residential Lay Out carved on the said entire land of Kh. No. 195/2, admeasuring about 2.15 Hectares (as per possession K Prat 2.05 H. R. i.e. 20530.89 Sq. Mtrs.) consisting of various residential lay out plots vide Letter bearing No. का.अभि./नामप्रविष्टा/२६१३ दि. १६.०८.२०१९ and the owner is under the process of final sanction the Lay Out as well as to obtain the user of the said land to be converted from agricultural into residential purposes since the said land is under the residential zone under the Development Plan of Nagpur Region sanctioned by the Govt. on 05.01.2018, AND;

WHEREAS, the PROMOTER / LAND OWNERS / CO-PROMOTERS have agreed to develop the layout as per the drawing, designs & specification to be approved by the Executive Engineer/ NMRDA, AND;

WHEREAS the PROMOTER / LAND OWNERS / CO-PROMOTERS on final approval get the lay out Project registered under the provisions of the Real Estate (Regulation And Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority and the said MAHARERA granted the registration of the Project bearing No. P505000....., AND;

WHEREAS, the PURCHASER hereinabove being interested to own one of the Residential Plot in the said Lay Out, approached the PROMOTER / LAND OWNERS / CO-PROMOTERS herein and visited the office of the PROMOTER / LAND OWNERS / CO-PROMOTERS and also satisfied himself/herself/themselves in respect of the title of the said entire property and PROMOTER / LAND OWNERS / CO-PROMOTERS'S authority and right to develop the said land and to sell the various residential lay out plots to the prospective buyers, AND;

WHEREAS, the PURCHASER here-in-above approached to the PROMOTER / LAND OWNERS / CO-PROMOTERS for the purchase of Residential Plot for his/her/their residential purposes in the said lay out known as SANDESH MEDICLAVE and has agreed to pay the cost of developed plot to the PROMOTER / LAND OWNERS / CO-PROMOTERS , AND;

WHEREAS, the PROMOTER / LAND OWNERS / CO-PROMOTERS here-in decided to sell the various lay out plots and the PURCHASER approached the PROMOTER / LAND OWNERS / CO-PROMOTERS for purchase of Plot in the said Lay Out and the PROMOTER / LAND OWNERS / CO-PROMOTERS having accepted the proposal of the PURCHASER agreed to sell the Plot bearing No. ...., admeasuring about ..... Sq. Mtrs. for a total consideration of RS. ..../- (RS. .... ONLY) agreeing inter-alia that the PROMOTER / LAND OWNERS / CO-PROMOTERS will execute Sale Deed relating to said plot in favour of PURCHASER on receipt of agreed consideration, AND;

WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER / LAND OWNERS / CO-PROMOTERS hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Residential Lay Out Plot and it has now become necessary to reduce to writing the terms and conditions of Sale of said Layout Plot agreed to between the parties and transfer all rights, title and interest in the said plot to the PURCHASER after completing all the formalities and execution of Sale Deed thereof.

WE the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of sale agreed to between us which are as under.

**NOW THEREFORE THIS AGREEMENT TO SELL  
WITNESSES AS FOLLOWS:**

**01.** The PROMOTER / LAND OWNERS / CO-PROMOTERS is the sole and exclusive owner of ALL THAT piece and parcel of non agricultural Project land bearing Kh. No. 195/2, admeasuring about 2.15 Hectares, with Occupant Class I Bhumiswami rights situated at Mauza : JAMTHA, P. H. No. 42, Tahsil : NAGPUR (GRAMIN) and District : NAGPUR, and the residential lay out carved thereon known as "SANDESH MEDICLAVE". The PROMOTER / LAND OWNERS / CO-PROMOTERS has agreed to sell the Lay Out Plot bearing No. ...., admeasuring about ..... Sq. Mtrs. and more particularly described in the schedule hereunder written to the PURCHASER herein for a total consideration of RS. ..../- (RS. .... ONLY).

**02.** The PURCHASER has paid an amount of RS. ..../- (RS. .... ONLY) to the PROMOTER / LAND OWNERS / CO-PROMOTERS at the time of execution of this Agreement as stated in the manner appearing here-in-below, which is adjusted towards the part consideration for sale of the said plot at the time of execution of this Agreement. The PROMOTER / LAND OWNERS / CO-PROMOTERS acknowledges to have received above sum being part payment at the time of execution of this Agreement to sell from the PURCHASER.

**MANNER OF PAYMENT**

| Amount Rs. | Ch. No. | Date | Bank |
|------------|---------|------|------|
|            |         |      |      |
|            |         |      |      |
|            |         |      |      |
|            |         |      |      |

**03.** It is agreed that the PURCHASER shall make the payment of balance consideration of RS. ..../- (RS. .... ONLY) in equated ..... monthly installments from the date of execution of this Agreement. That the PROMOTER / LAND OWNERS / CO-PROMOTERS shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed at its own costs and consequences.

**04.** It is agreed between the parties that, if the PURCHASER fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

**05.** The PROMOTER / LAND OWNERS / CO-PROMOTERS hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans and shall before handing over possession of the Residential Plot to the PURCHASER, obtain Release Letter from the concerned competent authorities.

**06.** Time is essence for the PROMOTER / LAND OWNERS / CO-PROMOTERS as well as the PURCHASER. The PROMOTER / LAND OWNERS / CO-PROMOTERS shall abide by the time schedule for completing the project and handing over the possession of Residential Plot to the PURCHASER after receiving the Release Letter. Similarly, the PURCHASER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous development by the PROMOTER / LAND OWNERS / CO-PROMOTERS.

**07.** The PROMOTER / LAND OWNERS / CO-PROMOTERS shall give possession of the plot hereby agreed to be sold to the PURCHASER on ..... on PROMOTER / LAND OWNERS / CO-PROMOTERS completing all necessary formalities. If the PROMOTER / LAND OWNERS / CO-PROMOTERS fails or neglects to give possession of the plot to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER / LAND OWNERS / CO-PROMOTERS shall be liable on demand to refund to the PURCHASER the amounts already received by it in respect of the said Plot with interest from the date the PROMOTER / LAND OWNERS / CO-PROMOTERS received the sum till date, amounts and interest thereon is repaid.

Provided further that the PURCHASER shall not deliver the actual physical possession of the said Residential Plot to the PURCHASER until the entire consideration including the charges, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the PURCHASER in full to the Promoter hereto.

Provided further that the PROMOTER / LAND OWNERS shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of layout and compliances are delayed on account of –

- (i) War, civil commotion/pandemic or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

**08.** That, the PROMOTER / LAND OWNERS / CO-PROMOTERS, upon obtaining the Release Letter from the competent authority and the payment made by the PURCHASER as per the agreement shall offer the possession of the Residential Plot to the PURCHASER in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the PROMOTER / LAND OWNERS / CO-PROMOTERS shall give possession of the Residential Plot to the PURCHASER. The PROMOTER / LAND OWNERS / CO-PROMOTERS agrees and undertakes to indemnify the PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER / LAND OWNERS / CO-PROMOTERS.

**09.** The PURCHASER after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for purpose of Residential / legal Purposes.

**10.** The PROMOTER / LAND OWNERS / CO-PROMOTERS hereby represents and warrants to the PURCHASER as follows:

i. The PROMOTER / LAND OWNERS / CO-PROMOTERS has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The PROMOTER / LAND OWNERS / CO-PROMOTERS has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER / LAND OWNERS / CO-PROMOTERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land,

vi. The PROMOTER / LAND OWNERS / CO-PROMOTERS has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTER / LAND OWNERS / CO-PROMOTERS has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Residential Plot which will, in any manner, affect the rights of PURCHASER under this Agreement;

viii. The PROMOTER / LAND OWNERS / CO-PROMOTERS confirms that the PROMOTER / LAND OWNERS / CO-PROMOTERS is not restricted in any manner whatsoever from selling the said Residential Plot to the PURCHASER in the manner contemplated in this Agreement;

ix. The PROMOTER / LAND OWNERS / CO-PROMOTERS has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said land to the competent Authorities upto the date of handing over of the possession

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER / LAND OWNERS / CO-PROMOTERS in respect of the project land and/or the Project except those disclosed in the title report.

**11.** The PROMOTER / LAND OWNERS / CO-PROMOTERS shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**12.** THAT the PROMOTER / LAND OWNERS / CO-PROMOTERS shall hand over the possession of the said plot to the PURCHASER at the time of execution and registration of Sale Deed on receipt of full and final agreed consideration.

**13.** That it is agreed by the PURCHASER that after taking over of the possession of the said plot, he/she/they shall get the Building Plan of the proposed building to be constructed on the said plot of land sanctioned at his/her/their own costs from the appropriate authorities and shall commence the construction activities and complete the same within the time period in accordance to the rules and regulations of the sanctioning authority and the PURCHASER agrees to abide by all the prevailing land laws.

**14.** It is agreed that the PURCHASER shall obtain his/her/their own electric meter on payment of necessary deposit, connection charges, overhead expenses to the MSEB / SNDL as and when required.

**15.** It is agreed that the PURCHASER shall if required will become member of the society and or association for carrying out the management of the said entire layout and shall abide by the rules and regulation framed thereon. It is also agreed that the PURCHASER shall contribute for maintenance which shall be used for day to day maintenance of the said Layout.

**16.** THAT it is agreed that the PROMOTER / LAND OWNERS / CO-PROMOTERS shall execute the Sale Deed of the said plot in favour of the PURCHASER or his/her/their nominees or in favour of any one to whom the PURCHASER directs without any objections or hindrance whatsoever.

**17.** It is agreed that necessary expenses, charges, Stamp Duty etc., for execution of this Agreement and Sale Deed shall be borne and payable by the PURCHASER.

#### **SCHEDULE OF THE PROPERTY**

ALL THAT piece and parcel of land being Plot bearing No. ...., admeasuring about ..... Sq. Mtrs. (dimensions are as shown in the plan annexed herewith) being portion of lay out known as SANDESH MEDICLAVE carved on ALL THAT piece and parcel of non agricultural land bearing Kh. No. 195/2, admeasuring about 2.15 Hectares, (as per possession 2.05 H. R.) with Occupant Class I Bhumiswami rights situated at Mauza : JAMTHA, P. H. No. 42, Tahsil : NAGPUR (GRAMIN) and District : NAGPUR and the same is bounded as under :

ON THE NORTH : LAY OUT ROAD / PLOT NO. ....  
ON THE EAST : LAY OUT ROAD / PLOT NO. ....  
ON THE WEST : LAY OUT ROAD / PLOT NO. ....  
ON THE SOUTH : LAY OUT ROAD / PLOT NO. ....

IN WITNESES WHEREOF THE PROMOTER / LAND OWNERS / CO-PROMOTERS AND THE PURCHASER hereto have signed this AGREEMENT TO SELL at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

WITNESSES :

01.

**SHRI RAMDEO P. AGRAWAL**  
as member of R SANDESH DEVELOPERS  
as **PROMOTER** and as **LAND OWNER**

02.

**MRS. ANJUM MURAD KHETANI**  
as member of R SANDESH DEVELOPERS  
as **PROMOTER** and as **LAND OWNER**

**SHRI .....**  
**PURCHASER**