AGREEMENT TO SELL

VALUED AT RS……/-

(RS. ……Only)

M.R. RS. ……/-

THIS DEED OF Agreement is executed at Nagpur on this ..... day of August ..... BY AND BETWEEN :

SHRI. JOLLY Z KHAN (PAN CKGPK2678Q), aged 35 Years, Occupation –Business, Resident of 39/40,Kachore nagar ,Chinch Bhavan,Wardha Road Nagpur. **ADHAR No. 5958 8123 9683 SHRI. PRAMOD B HINGE (PAN AGTPH6043F),** aged Years, Occupation –Business, Resident of Plot No.35,V C A Stadium, Jamtha ,Wardha Road Nagpur. **ADHAR No. 6243 5885 4738** hereinafter referred to as **VENDOR** which expression shall, unless repugnant to the context or meaning thereof, includes his /her / their heirs, executors, legal representatives, administrators, agents, assigns of the **FIRST PART,**

IN FAVOUR OF

…… , age - years, Occupation, Pan No. Adhar no. 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/S as well as his/her/their heirs, executors, successors, representatives and assigns of the **SECOND PART**,

WHEREAS, the **VENDOR** is the sole and exclusive owner of ALL THAT piece and parcel of non agricultural land bearing Kh. Survey No. 223/4 , admeasuring about 8200.00 Sq. Mtrs., with Occupant Class I Bhumiswami rights, situated at MAUZA : JAMTHA, P. H. No. 42, Tahsil : NAGPUR (RURAL), District : NAGPUR, AND;

WHEREAS, the said land being portion was owned by the said (i) Smt. Laxmi Sharad Lonkar **Before Marriage Name** Laxmi Ruprao Khantai (ii) Smt. Shital Anil Sakharkar **Before Marriage Name** Shital Ruprao Khantaii (iii) Ms.Pallavi Ruprao Khantai was absolute and exclusive owners of Agriculture Land bearing Khasra No. 232/4 admeasuring 0.82 H.R of Mouza Jamtha and their names are also mutated in the relevant revenue records; AND

WHEREAS, the aforesaid (i) Smt. Laxmi Sharad Lonkar **Before Marriage Name** Laxmi Ruprao Khantai (ii) Smt. Shital Anil Sakharkar **Before Marriage Name** Shital Ruprao Khantaii (iii) Ms.Pallavi Ruprao Khantai later on sold ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 223/4 having an area of 0.82 Hectare Rental Rs. 8.37 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Jamtha in Tahsil : Nagpur- Rural and District : Nagpur to **Shri. Jolly z**

Khan And Shri.Pramod B Hinge , the **Vendor** herein above named by way of a Sale Deed dated 9-08-2019 which is duly registered in the Office of the Sub Registrar-7, Nagpur Rural at Sr. No. 7106-2019 on even date; AND

WHEREAS, the (i) Smt. Laxmi Sharad Lonkar **Before Marriage Name** Laxmi Ruprao Khantai (ii) Smt. Shital Anil Sakharkar **Before Marriage Name** Shital Ruprao Khantaii (iii) Ms.Pallavi Ruprao Khantai executed a Deed of Correction in favour of the Vendor which is duly registered on 10/06/2020 in the Office of the Sub Registrar-7, Nagpur Rural at Sr. No. 2558-2020 on even date; AND

WHEREAS, the aforesaid Vendor has thus become the exclusive, absolute and full owner of ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 223/4 having an area of 0.82 Hectare, Rental Rs. 2.99 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Jamtha in Tahsil : Nagpur- Rural and District : Nagpur with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records and also separate 7/12 Extract; AND

WHEREAS, the aforesaid Vendor later on decided to develop the said Piece of land bearing Survey/Khasra **No. 223/4** having an area of 0.82 Hectare (OR 8200 Sq. Mtrs) into a Commercial/Residential Layout by carving out various Plots of different sizes therein. And accordingly it has prepared the Layout Plan of the said Survey/Khasra No. 223/4 by carving out various Plots of different sizes therein and the said layout is also sanctioned and approved by Metropolitan Commissioner and accordingly prepared a Plan of a residential Layout on the said entire land and obtained the change of the user of the said land from agricultural into non agricultural purposes by virtue of order passed by Collector, and the layout out on the said land is duly approved and sanctioned by the Commissioner, Nagpur Metropolitian Region Development Authority The said Layout is sanctioned as known and styled as "**ANANDAM-3**" AND;

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

WHEREAS, the PURCHASER/S here-in-above approached to the VENDOR for the purchase of Plot for his/her/their purposes in the said lay out known as "**Anandam-3**" and has agreed to pay the cost of developed plot to the VENDOR, AND;

WHEREAS, the VENDOR here-in decided to sell the various layout plots and the PURCHASER/S approached the VENDOR for purchase of Plot in the said LayOut and the VENDOR having accepted the proposal of the PURCHASER/S agreed to sell the **Plot bearing No. .., admeasuring about ….. SQ MTR (here-in-after known and referred to as the said property) for a total consideration of RS……/- (RS…… Only)** agreeing inter-alia that the VENDOR will execute Sale Deed relating to said plot in favour of PURCHASER/S 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 VENDOR hereby agrees to sell and the ALLOTTEE/PURCHASER/S hereby agrees to purchase the Commercial/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/S 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. WHEREAS, the **VENDOR** is exclusive owner of ALL THAT piece and parcel of non agricultural land bearing Kh. Survey No. 223/4 , admeasuring about 8200.00 Sq. Mtrs., with Occupant Class I Bhumiswami rights, situated at MAUZA : JAMTHA, P. H. No. 42, Tahsil : NAGPUR (RURAL), District : NAGPUR and the sanctioned residential lay out carved thereon known as **"ANANDAM-3"**. The VENDOR has agreed to sell the Lay Out **Plot bearing No. …..**, admeasuring about **…… SQ MTR** and more particularly described in the schedule hereunder written to the PURCHASER/S herein for a total consideration of **RS……/- (RS. …… Only)**

02. The PURCHASER/S has paid an amount of RS……/- (RS. …… Only) to the Vendor before the 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 vendor acknowledges to have received above sum being part payment at the time of execution of this Agreement to sell from the PURCHASER/S.

MANNER OF PAYMENT

Amount Rs.	Ch. No.	Date	Bank

03. It is agreed that the PURCHASER/S shall make the payment of balance consideration of RS. ……/-(RS. ……. Only), if the purchaser wish to avail plot/housing loan then the registration of the Sale Deed to be registered within a period of …….. Month from the date of agreement. That the Vendor shall procure all necessary documents, papers required for registration of the Sale Deed at it's own costs and consequences.

04. It is agreed between the parties that, if the PURCHASER/S 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 fifteen day from due date.

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 @ 15% (FIFTEEN PERCENT) Per Annum 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 towards liquidated damages and the remaining amount shall be refunded by the VENDOR to the PURCHASER as mutually decided by them.

05. The VENDOR 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/S, obtain Release Letter from the concerned authority.

06. Time is essence for the VENDOR as well as the PURCHASER/S. The VENDOR shall abide by the time schedule for completing the project and handing over the possession of Plot to the PURCHASER/S after receiving the Release Letter. Similarly, the PURCHASER/S 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 VENDOR/PROMOTER.

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

Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of Residential plot on the aforesaid date, if the completion of lay out is delayed on account of –

(i) War, civil commotion 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 VENDOR, upon obtaining the Release Letter from the competent authority and the payment made by the PURCHASER/S as per the agreement shall offer the possession of the Plot to the PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and

the VENDOR shall give possession of the Residential Plot to the PURCHASER/S. The VENDOR agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/PROMOTER.

09. The PURCHASER/S 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 VENDOR hereby represents and warrants to the PURCHASER/S as follows:

i. The VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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/S created herein, may prejudicially be affected;

vii. The VENDOR 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/S under this Agreement;

viii. The VENDOR confirms that the VENDOR is not restricted in any manner whatsoever from selling the said Plot to the PURCHASER/S in the manner contemplated in this Agreement;

ix. The VENDOR 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 VENDOR in respect of the project land and/or the Project except those disclosed in the title report.

11. The VENDOR 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 VENDOR shall hand over the possession of the said plot to the PURCHASER/S at the time of execution and registration of Sale Deed on receipt of full and final agreed consideration.

13. THAT it is agreed that the VENDOR shall execute the Sale Deed of the said plot in favour of the PURCHASER/S or his/her/their nominees or in favour of any one to whom the PURCHASER/S directs without any objections or hindrance whatsoever.

14. 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/S.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land being **Plot bearing No. ……**, admeasuring about **…… SQ MTR** (dimensions are as shown in the plan annexed herewith) being portion of sanctioned lay out known as **"ANANDAM-3"** carved on ALL THAT piece and parcel of non agricultural land bearing Kh. Survey No. 223/4, admeasuring about 8200.00 Sq. Mtrs., with Occupant Class I Bhumiswami rights, situated at **MOUZA : JAMTHA**, P. H. No. 42, Tahsil : NAGPUR (RURAL), District : NAGPUR and the same is bounded as under :

ON THE NORTH :
ON THE EAST :
ON THE WEST :
ON THE SOUTH :

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

SHRI. JOLLY Z KHAN
VENDOR

SHRI. PRAMOD B HINGE
VENDOR

PURCHASER

WITNESSES :

Date: - …….

To,

…….

……

Allotment Letter

This is to Confirm that **Shri…….**S/O **…….** Presently residing at …… …….. has been allotted the **Plot no …….**in our scheme named as" ANANDAM -3" Situated Kh. Survey No. 223/4, admeasuring about 8200.00 Sq. Mtrs., with Occupant Class I Bhumiswami rights, situated at MAUZA :JAMTHA, P. H. No. 42, Tahsil : NAGPUR (RURAL), District : NAGPUR

Whose Plot no……. Area is ……. Sq. Meters

Authorized Signatory