

AGREEMENT TO SELL FOR ₹. /- ONLY**(RUPEES ONLY)****MARKET VALUE ₹. /- ONLY**

(Item No. _____, Page No. _____, @ Rs. _____/- per Sq. Mtrs.)

THIS AGREEMENT TO SELL is made on this ___ Day of MARCH, 2021
 BETWEEN : **M/s SKY DEVELOPERS AND PROMOTERS (INDIA) PVT. LTD.**, (PAN - AASCS6892F), A Company registered under the provisions of Indian Companies Act, 1956, having its registered office at Plot No. 3, First Floor, "Maitri Willows", Opp. Gandhisagar Lake, Sir Bejonji Mehta Road, Nagpur, acting through its Directors and Authorized Signatory **(1) KHUZAIMA KUTBUDDIN MAIMOON**, Aged about 47 Years, Occupation – Cultivator & Business, (Mobile No. 9970152786), Resident of Qutbi Manzil, Near Bohra Maszid, Itwari, Nagpur, Pin Code No. 440002, Tahsil and District – NAGPUR, **(2) MR. SAIFUDDIN S/O FIDA ALI DAMA**, Aged about 48 Years, Occupation – Business, Resident of Tasneam Manzil, 2nd Floor, Dhemse Mohalla, Bohra Maszid Galli, Itwari, Nagpur, Pin Code No. 440002, Tahsil and District – NAGPUR, hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY and its DIRECTORS, as well as, its legal representatives, liquidators, executors, administrators, successors and assigns of the ONE PART.

AND

(1) MRS. _____, Aged about ___ years, (Income Tax PAN – _____) (Adhar No. _____) Resident of _____, **(2) MR.** _____, Aged about ___ years, (Income Tax PAN – _____) (Adhar No. _____) Resident of _____, hereinafter called the **PURCHASER(S)**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER(S)**, as well as her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 75/B (Old Khasra No. 114/6) having an area of 5.24 Hectare R. held in Occupancy Class Rights -1 of Mouza – WAGDARA, Patwari Halka No. 46 in Tahsil – Hingna and District NAGPUR, Originally belonged to Mr. Waman Jodha Fating being his separate ancestral property. That later on Mr. Waman Jodha Fating transferred the said land to (1) Mr. Gajendra Kumar Antuji Mate, (2) Mr. Sudhakar Wamanrao Deshmukh, by a Sale Deed Dated 04.08.1983, which is duly registered in the Office of the Sub-Registrar Nagpur-1 at Registered Serial No. 3669 on 06.06.1984; AND

WHEREAS (1) Mr. Gajendra Kumar Antuji Mate, (2) Mr. Sudhakar Wamanrao Deshmukh lateron transferred/sold the land admeasuring 1.61 Hectare R. being a EASTERN PORTION of the entire land bearing Khasra No. 75/B having an area of 5.24 Hectare R. held in Occupancy Class Rights -1 of Mouza – WAGDARA, Patwari Halka No. 46 in Tahsil – Hingna and District NAGPUR by way of sale to Mr. Akshaypratapsingh S/o Rajendrakumarsingh Hingle, by a Sale Deed Dated 07.12.2010, which is duly registered in the Office of the Sub-Registrar Hingna in Book No. 1 at Registered Serial No. 5972/2010 on 07.12.2010 and the said Eastern Portion lateron renumbered as a “Khasra No. 75/B/2”; AND

WHEREAS Mr. Akshaypratapsingh S/o Rajendrakumarsingh Hingle lateron transferred/sold the Khasra No. 75/B/2 having an area of 1.61 Hectare R., Rental Rs. 1.05/- held in Occupancy Class Rights -1 of Mouza – WAGDARA, Patwari Halka No. 46, TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, in Tahsil – Hingna and District NAGPUR by way of sale to M/s. Sky Developers and Promoters (India) Pvt. Ltd. through its Authorized Signatory (1) Khuzaima Kutbuddin Maimoon, (2) Mr. Saifuddin fida Ali Dama, by a Sale Deed Dated 19.09.2016, which is duly registered in the Office of the Sub-Registrar Hingna in Book No. 1 at Registered Serial No. 4002/2016 on 19.09.2016. As a result therefore the Vendor hereinabove named has now become the exclusive, absolute full Owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in it's name in all relevant records; AND

WHEREAS, the aforesaid M/s. Sky Developers and Promoters (India) Pvt. Ltd. through its Authorized Signatory (1) Khuzaima Kutbuddin Maimoon, (2) Mr. Saifuddin fida Ali Dama lateron decided to develop the said Piece of land bearing **Khasra No. 75/B/2** into a Residential Layout by carving out various Plots of different sizes therein. And accordingly it has prepared the Layout Plan of the said **Khasra No. 75/B/2** by carving out various Plots of different sizes therein and the said layout to be known and styled as “**OZEN ACME**” and the said layout is tentatively sanctioned and approved and recommended for Demarcation by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur vide its Letter No. EE/NMRDA/5774 Dated 26-08-2021; AND

WHEREAS, the aforesaid entire land bearing Khasra No. 75/B/2 of Mouza – WAGDARA, having total area of 1.61 Hectare R. (i.e. 16100 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order No. Prastut/Jilhadhikari/Kavi-629/18 Dated 14-05-2018 passed in Revenue Case No. 254/NAP-34/2017-18; AND

WHEREAS the Vendor have appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act;

(a) Architect	:	Mr. _____
(b) C.A.	:	_____
(c) Legal Advisor	:	Adv. Ashwin Patil

WHEREAS, the Vendor named hereinabove have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No. _____ Dated _____** authenticated copy is attached hereto.

WHEREAS the Vendor have supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser(s) and she/he has examined the same and has fully satisfied with these documents; AND

WHEREAS the Purchaser(s) hereinabove named has/have satisfied herself/himself in respect of the Vendor' title to the said property as good, valid and marketable. The Purchaser(s) has/have also seen and approved the Layout Plan of the said proposed Layout; AND

WHEREAS the Purchaser(s) being desirous of owning an Open Plot for her/his Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase Plot No. ____ (_____) and after detailed negotiations the Purchaser(s) has also agreed to pay, provide and contribute the entire cost of the said Plot of land to the Vendor hereinabove named; AND

WHEREAS the Purchaser(s) hereinabove named has also applied to the Vendor and thereby requested them to allot her/him aforesaid Plot to her/him for her/his residential use; AND

WHEREAS considering the request of the Purchaser(s) and after detailed negotiations the Vendor have now agreed to sell the aforesaid property comprising Plot No. ____ out of its aforesaid proposed layout to the Purchaser(s) 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 79 SEVENTY NINE) Residential Plots, Amenity Space, Internal Road, Open space to be carved out by the Vendor on the said Project Land in accordance with the plans and specification approved and sanctioned by the Competent Authority empowered in this behalf.

(2) THAT the VENDOR have jointly agreed to SELL and the PURCHASER(S) has agreed to BUY, the property comprising ALL THAT Piece and Parcel of land bearing **Plot**

No. _____ out of the sanctioned layout known and styled as “OZEN KASTURI HILLS”, containing by admeasurements _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) being a portion of the entire land bearing Khasra No. 75/B/2 of Mouza – WAGDARA, Patwari Halka No. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Wagdara, in Tahsil – Hingna and District – NAGPUR and more particularly described in the Second Schedule hereunder written.

(3) THAT the total aggregate consideration for the said Plot of land is hereby agreed at Rs. _____/- (Rupees _____) Only, which the Purchaser(s) has specifically agreed to pay to the Vendor in the following manner:-

MANNER OF PAYMENT :-

Rs.	/-	(Rupees _____) Only paid by the Purchaser(s) to the Vendor as Earnest Money 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(s) to the Vendor on or before _____.
Rs.	/-	(Rupees _____) Only agreed to be paid by the Purchaser(s) to the Vendor on or before _____.
Rs.	/-	(Rupees _____) Only agreed to be paid by the Purchaser(s) to the Vendor at the time of Registration of the Sale Deed.

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

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That, the above mentioned total price/consideration excludes of all Taxes. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser(s). It shall be obligatory on the part of Purchaser(s) to pay the amount of GST simultaneously with the payment of each installment.

(4) THAT the Vendor assure the Purchaser(s) that the property hereby agreed to be sold is their self-acquired property belonging to them alone, having purchased the same by them exclusively from and out of their owns earnings and savings and that none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of 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.

(6) THAT the Vendor shall answer all the reasonable requisitions on the title to be made by the Purchaser(s) and shall establish good, valid and marketable title to the property hereby agreed to be sold.

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

(8) 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 their own costs and expenses and shall deliver the same to the Purchaser(s) immediately on their receipt and/or produced the same at the time of Registration of the sale Deed.

(9) THAT the Purchaser(s) 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(s).

(10) THAT the Vendor shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser(s) 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(s) to take possession of the said Plot of land from the Vendor within a period of 15 (Fifteen) days from the receipt of letter from the Vendor.

(11) THAT the sale will be completed within a period of ____ (_____) Months from the date hereof, by the Vendor executing a proper Sale Deed relating to the said property in favour of the Purchaser(s) or her/his nominee(s) and the Purchaser(s) paying the balance sale consideration/price to the Vendor in the manner stipulated in Clause 2 above.

(12) THAT if the Vendor fail or neglect to fulfill and observe the obligations on their part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser(s) or in favour of her/his nominee(s) within the time stipulated hereinabove, then in such event the Purchaser(s) shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendor and in such event they will be liable to pay all costs and damages to the Purchaser(s).

(13) THAT if the Purchaser(s) 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 @ 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). 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(s) without obtaining any permission from the Purchaser(s). Upon termination/cancellation of this Agreement the Vendor shall be entitled to refund the amount of sale consideration as they received from the Purchaser(s) to the Purchaser(s) after deducting a fixed amount of Rs. 30,000/- (Rupees Thirty Thousand) Only towards liquidated damages and the remaining amount shall be refunded by the Vendor to the Purchaser(s) as mutually decided by them.

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

(15) THAT the Real Estate (Regulation and Development) Act, 2016 having come into force with effect from 01/05/2017 is applicable to the said entire project as the said project is registered with RERA and thus all the Terms, Rules, conditions and Regulations for implementation of the said Act shall always remain binding upon both the parties hereto and their respective successors-in-title. The provisions of the said Act, Rules and Regulation thereof are applicable to the aforesaid entire project; AND

(16) THAT all Notices to be served on the Purchaser(s) and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser(s) : _____

Address of Purchaser(s) : _____

Mobile No. _____. Email Id - _____

Name of Vendor :

M/s SKY DEVELOPERS AND PROMOTERS (INDIA) PVT. LTD., (PAN - AASCS6892F), A Company registered under the provisions of Indian Companies Act, 1956, having its registered office at Plot No. 3, First Floor, "Maitri Willows", Opp. Gandhisagar Lake, Sir Bejonji Mehta Road, Nagpur, acting through its Directors and Authorized Signatory **(1) KHUZAIMA KUTBUDDIN MAIMOON**, Resident of Qutbi Manzil, Near Bohra Maszid, Itwari, Nagpur, Pin Code No. 440002, Tahsil and District – NAGPUR, **(2) MR. SAIFUDDIN S/O FIDA ALI DAMA**, Resident of Tasneam Manzil, 2nd Floor, Dhemse Mohalla, Bohra Maszid Galli, Itwari, Nagpur, Pin Code No. 440002, Tahsil and District – NAGPUR

It shall be the duty of the Purchaser(s) and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address

by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor and the Purchaser(s), as the case may be.

(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(s) at the time of Registration of the Sale Deed.

(18) THAT the Purchaser(s) 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.

(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 the Vendor do hereby assures/confirms to the Purchaser(s) that they have not created any mortgage, lien, charge or interest over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same. The Vendor have assures the Purchaser(s) that it has full lawful right to enter in this agreement with the Purchaser(s) and there is no encumbrances of any kind whatsoever in respect of the said Project Land. There is no litigation is pending in any court and not any part is acquired or under acquisition of Government under its any scheme.

(21) THAT it is understood by the Purchaser(s) that the Vendor shall display any type of Board, signs, banners etc. on the said Layout and the Purchaser(s) will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser(s) shall demand any rent etc. for any signs displayed by the Vendor. In the like manner the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Plot Owners in the said proposed layout.

(22) 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.

(23) 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(s).

FIRST SCHEDULE REFERRED TO ABOVE
(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 75/B/2** having an area of **1.61 Hectare R.**, Rental Rs. 1.05/- held in Occupancy Class Rights -1 of **Mouza – WAGDARA**, Patwari Halka No. 46, TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, in Tahsil – Hingna and District NAGPUR and bounded as under-

On the East - Khasra No. 80 & 136,
 On the West - Khasra No. 75B and Road,
 On the North - Road,
 On the South - Khasra No. 75/A

SECOND SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **Plot No. _____** out of the sanctioned layout known and styled as **“OZEN KASTURI HILLS”**, containing by admeasurements **_____ Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra No. **75/B/2** of **Mouza – WAGDARA**, Patwari Halka No. 46, including all other easementary rights appurtenant and belonging thereto, situated at Village – Wagdara, in Tahsil – Hingna and District – NAGPUR and bounded as under :-

ON THE EAST -
 ON THE WEST -
 ON THE NORTH -
 ON THE SOUTH -

Annexure-“A” : Title Report.
 Annexure-“B” : Copy of 7/12 Extract.
 Annexure-“C” : Copy of sanctioned Layout Plan.
 Annexure-“D” : List of Common Facilities and Amenities.
 Annexure-“E” : Specification of Plot.
 Annexure-“F” : Registration Number of project in RERA.

IN WITNESS WHEREOF THE VENDOR and the PURCHASER(S) hereinabove named have hereto 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.

Drafted by Adv. Ashwin Patil as per instructions of the parties hereto

WITNESSES :-

**FOR M/s SKY DEVELOPERS AND
PROMOTERS (INDIA) PVT. LTD.**

(1) _____

1)
(KHUZAIMA KUTBUDDIN MAIMOON)

(2) _____

2)
(SAIFUDDIN FIDA ALI DAMA)
Directors and Authorized Signatory
VENDOR

(_____)
PURCHASER(S)