

AGREEMENT TO SELL FOR ₹. /- ONLY

(RUPEES ONLY)

MARKET VALUE ₹. /- ONLY

THIS AGREEMENT TO SELL is made on this ___ Day of OCTOBER, 2021
BETWEEN : **MR. PANKAJ S/o CHANDRAKANT WAGHMARE**, Aged About 40 years,
Occupation – Business Proprietor of M/s Waghmare Developers, (Income Tax PAN –
AAOPW9314K) (Aadhaar No. 7827 6294 9767), (Mobile No. 9822471654), Resident of
201, Parijat Height, Plot No. 7, Gandhi Nagar, Nagpur, Pin Code No. 440010, 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
VENDOR, as well as his heirs, legal representatives, executors, administrators,
• successors and assigns of the **ONE PART**.

AND

MR. _____, Aged about _____ years, Occupation -
_____, (Income Tax PAN – _____) (Aadhar No. _____)
(Mobile No. _____) Resident of _____, Pin Code
No. _____, Tahsil and District – NAGPUR, hereinafter called the
PURCHASER, which expression shall, unless repugnant to the context or meaning
thereof, always mean and include the said **PURCHASER**, as well as 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. 37/1/2/K having an area of 4.40 Hectare R., Land Revenue Rs. 16.50/-, held in
Occupancy Class-1 Rights, Khate No. 30 of Mouza – SHANKARPUR, Patwari Halka
No. 42 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways,
Water Courses and all other easementary rights appurtenant and belonging thereto,
situated in Village – Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR,
originally belonged Mr. Prabhakar Jagoba Manekar, as a recorded Owner thereof being
his separate ancestral property and the same is accordingly mutated his name in all
relevant records; AND

WHEREAS, the said Mr. Prabhakar Jagoba Manekar lateron transferred/sold a
portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural
land containing by admeasurements 2.50 Hectare R. out of the entire land bearing
Khasra No. 37/1/2/K, having total area of 4.40 Hectare R., Land Revenue Rs. 16.50/-,
held in Occupancy Class-1 Rights, Khate No. 30 of Mouza – SHANKARPUR, Patwari
Halka No. 42 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path
Ways, Water Courses and all other easementary rights appurtenant and belonging

thereto, situated in Village – Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of sale to Mr. Pankaj Chandrakant Waghmare, the Vendor hereinabove named, by a Sale Deed Dated 20-10-2015, which is duly registered in the Office of the Joint Sub-Registrar Nagpur-Rural-10 in Book No. 1 at Registered Serial No. 7244/2015 on 20-10-2015 and the said Sale Deed is also signed by Mr. Milind Dattatray Mahajan in the Capacity of the Consentor; AND

WHEREAS, the Government of Maharashtra lateron carried out re-survey and re-measurement, under the Consolidation and Fragmentation Act and as per record of Bhumi Abhilekh renumbering Sheet (parcha) the said land 2.50 Hectare R. of Khasra No. 37/1/2/K of Mouza – SHANKARPUR is now renumbered as Khasra No. 37/1/2/K/1 having an total area of 0.90 Hectare R. of Mouza – SHANKARPUR. As a result therefore Mr. Pankaj Chandrakant Waghmare has now become the owner of the Khasra No. 37/1/2/K/1 having an total area of 0.90 Hectare R., Rental Rs. 3.38/- of Mouza – SHANKARPUR with heritable and transferable rights therein and the same is also mutated in his name in all relevant records.

WHEREAS, Mr. Pankaj Chandrakant Waghmare, the Vendor hereinabove named jointly lateron decided to develop the said Piece of land bearing Khasra No. 37/1/2/K/1 having an total area of 0.90 Hectare R. into a Residential Layout by carving out various Plots of different sizes therein. And accordingly they have prepared a layout of the said land by carving out various plots of different sizes therein and to be known and styled as “ANANDAM ELITE-PHASE-1” and the said layout is tentatively sanctioned and approved and recommended for Demarcation purpose by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur vide its Letter No. E.E./NMRDA/6026 Dated 07-10-2021; AND

WHEREAS, Vendor/Developer has availed Finance from Nirmal Ujjwal Credit Co-operative Society Ltd., Nagpur and Mortgaged the said Property with Nirmal Ujjwal Credit Co-operative Society Ltd., Nagpur; 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. _____, and (b) Legal Advisor : Adv. Ashwin Patil; AND

WHEREAS, the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No.** _____ Dated _____; AND

WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the layout plan prepared by the Vendor and of such other documents as are specified under the

Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, layout Plan of the said Project and the other documents and papers disclosed by the Vendor and after verification through his/her lawyer Purchaser have satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor. The Purchaser hereinabove named have satisfied himself/herself/themselves in respect of the Vendor's title to the said **Plot No. _____** in the said layout as good, valid and marketable; AND

WHEREAS the Purchaser hereinabove named have satisfied himself in respect of the Vendor title to the said **Plot No. _____** in the said layout as good, valid and marketable; AND

WHEREAS the Purchaser being desirous of owning a **Plot No. _____** in the said layout for his Residential use in the said Layout on as is where is basis and after detailed negotiations the Vendor have agreed to sell the same to the Purchaser; AND

WHEREAS considering his request and after detailed negotiations the Vendor have now agreed to sell the **Plot No. _____** to the Purchaser for a total consideration of ₹. _____/- (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 VENDOR will SELL and the PURCHASER will BUY, the property comprising ALL THAT Piece and Parcel of land bearing **Plot No. _____** containing by admeasurements _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) out of the layout known and styled as "ANANDAM ELITE-PHASE-1", being a portion of the entire land bearing Khasra No. 37/1/2/K/1 of Mouza – SHANKARPUR, Patwari Halka No. 42 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil - Nagpur (Rural) and District – NAGPUR (hereinafter called the "said property") and more particularly described in the schedule hereunder written.

(2) THAT, the total price agreed is ₹. _____/- (Rupees Twenty _____ Only) which the Purchaser has specifically agreed to pay to the Vendor in the following manner :-

MANNER OF PAYMENT:

₹. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof hereby acknowledge by the Vendor.

₹. /- (Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor within a period of 15 (Fifteen) days from the date of obtaining Release letter from NMRDA/Development authority.

₹. /- (TOTAL RUPEES _____ ONLY)

(3) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is their separate and self acquired property belonging to them alone having acquired the same by them and that none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) 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 upto the date of Registration of the Sale Deed.

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

(6) 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.

(7) THAT the Purchaser specifically agreed that if any changes in the layout map suggested by the Development authority at the time of sanction of the layout and release of the plot then in such event such changes and area released by the development authority shall be binding on the Purchaser.

(8) THAT the Vendor shall deliver the actual physical possession of the **Plot No.** _____ hereby agreed to be sold to the Purchaser or his nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(9) THAT, the sale will be completed within 15 (Fifteen) days from the date of obtaining Release letter from development authority, by the Vendor/Confirming Party executing a proper Sale Deed relating to the aforesaid property hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by him and the Purchaser paying the balance sale consideration to the Vendor/Confirming Party in the manner stipulated hereinabove. Purchaser, specifically agrees to make payment of this consideration, immediately upon receipt of the Release letter of Plot Mo. ____ and get the sale deed executed and registered in his/her favour at his/her cost and expenses, failure to do so, will also result in automatic termination of this agreement, without the Vendor/Confirming Party, being required to do anything further. In such a case, the Vendor/Confirming Party, will refund/repay the amount received thus far under terms above to the Purchaser, without any interest, within one month.

(10) The Parties specifically as enumerated above, by consent make time as essence of this agreement, meaning that the Purchaser, has to strictly follow the schedule of payment as enumerated above, and the consequences of failure to make such payments, would automatic termination of this agreement, without the Vendor/Confirming Party, being required to do anything further.

(11) THAT the Vendor shall obtain Release Letter of the said Plot from the Nagpur Metropolitan Region Development Authority, Nagpur regarding the aforesaid proposed transaction of sale and has produced the same in Original at the time of Registration of the Sale Deed.

(12) THAT if the Vendor fails or neglects to fulfill and observe the obligations on his 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 or in favour of his nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendor and in such event he will be liable to pay all costs and damages to the Purchaser.

(13) THAT the Vendor have delivered photo copies of all the relevant documents/papers/certified copies in respect of the aforesaid project land to the Purchaser(s) well before execution of this agreement and she/he has examined the same through her/his lawyer and has fully satisfied with these documents; AND

(14) THAT the Vendor do hereby assures/confirms to the Purchaser that they have not created any mortgage, lien, charge or interfere 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.

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

(16) 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.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasurements _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) out of the layout known and styled as "ANANDAM ELITE-PHASE-1", being a portion of the entire land bearing Khasra No. 37/1/2/K/1 of Mouza – SHANKARPUR, Patwari Halka No. 42 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil - Nagpur (Rural) and District – NAGPUR and bounded as under :-

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

IN WITNESS WHEREOF THE VENDOR and the PURCHASER 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:-

(1) _____

(PANKAJ CHANDRAKANT WAGHMARE)
VENDOR

(2) _____

(_____)
PURCHASER