AGREEMENT TO SELL

THIS DEED OF SALE is executed at Nagpur on this ..... day of ..... 2021 BY AND BETWEEN :

01. **AYODHYA ESTATE LLP** {PAN : ABKFA4319D}, a Limited Liability Partnership concern having LLPI No. AAL-3340 its office at 119, Bajaj Nagar, Nagpur – 440011, acting through authorised Director **SHRI KAPIL S/O VIJAY CHANDAK,** {UID : 7315 1974 9285} aged about 39 years, Occupation : Agriculturists/Business, hereinafter known and referred to as the **"SELLER / PROMOTER"** which expression shall unless repugnant to the context or meaning thereof always means and include the said SELLER/PROMOTER as well as its Designated Partners, Legal Representatives, Executors, administrators, Successors and assignees of FIRST PART, AND;

IN FAVOUR OF

02. SHRI ....., {PAN : .....} {UID : .....}, aged about ..... years, Occupation : Service/Business, Resident of ....., here-in-after known and referred to as the **"PURCHASER/S"** 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 SECOND PART,

WHEREAS, the SELLER/PROMOTER is the sole and exclusive owner of Land being ALL THAT piece and parcel of land bearing Kh. Survey No. 108/1 (PART), admeasuring about 1.49 Hectares, i.e. 14900.00 Sq. Mtrs. with Occupant Class I Bhumiswami rights, situated at Mauza : JAMTHA, P. H. No. 42, Tahsil : NAGPUR (GRAMIN), District : NAGPUR, AND;

WHEREAS,

01. That, the land bearing Kh. No. 108, admeasuring about 3.24 Hectares was owned by Shri Shridhar Dinkar Joshi received under the Partition dt. 30.05.1974.

02. That, said Shri Shridhar Dinkar Joshi sold the land admeasuring about 1.62 Hectares being western portion of larger Kh. No. 108 to Shri Abhay Shridhar Joshi and Mrs. Nilima Ishwar Ashtankar by Sale Deed dt. 26.04.2006 registered with Sub Registrar, Nagpur – 10 Gramin at Book No. 1 at Sr. No. 2326 dt. 26.04.2006 and the said portion of land was renumbered as New Kh. No. 108/2 and said Shri Shridhar Dinkar Joshi remained the owner of eastern portion of land admeasuring about 1.62 Hectares which was renumbered as New Kh. No. 108/1 vide Ferfar No. 594 dt. 09.10.2006.

03. That, said Shri Shridhar Dinkar Joshi sold part of property admeasuring about 14000.00 Sq. Ft. out of land bearing Kh. No. 108/1, (admeasuring about 4.00 Acres) to Vidarbha Cricket Association, a Society registered under the Societies Registration Act by Sale Deed dt. 07.07.2007 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 4360 dt. 07.07.2007.

04. That, Shri Shridhar Dinkar Joshi sold land bearing Kh. No. 108/1, admeasuring about 1.62 Hectares (excluding part of property already sold to Vidarbha Cricket Association, admeasuring about 14000.00 Sq. Ft.) to Dr. Zulaikha Iqbal Daud, by Sale Deed dt. 03.07.2007 registered with Sub Registrar, Nagpur – 10 (Gramin) at Book No. 1 at Sr. No. 3033 dt. 03.07.2007 and the name of Dr. Zulaikha Iqbal Daud was mutated in revenue records as the owner of said land admeasuring about 1.57.50 Hectares vide Ferfar No. 1253 dt. 16.04.2008.

05. That, said Dr. Zulaikha Iqbal Daud sold the land admeasuring about 1.49 Hectares out of land bearing Kh. No. 108/1 to Mufaddal Juzer Amin by Sale Deed dt. 31.12.2020 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 756 dt. 12.01.2021 and the name of Mufaddal Juzer Amin was mutated in revenue records as the owner of said land admeasuring about 1.49 Hectares vide Ferfar No. 5128 dt. 17.02.2021.

06. That, said Mufaddal Juzer Amin sold the land admeasuring about 1.49 Hectares out of land bearing Kh. No. 108/1 to Ayodhya Estate LLP a Limited Liability Partnership concern having its office at 119, Bajaj Nagar, Nagpur by Sale Deed dt. 31.03.2021 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 6390 dt. 16.04.2021.

WHEREAS the SELLER/PROMOTER decided to develop the aforesaid land of Kh. No. 108/1 of Mouza – JAMTHA and accordingly prepared a Plan of a residential Layout on the said entire land and applied to Collector, Nagpur for the change of the user of the said land from agricultural into non agricultural purposes for residential use and the layout out on the said land is also recommended for final approval duly by the Executive Engineer, NMRDA, Nagpur vide letter No. Executive Engineer/ NMRDA/..... dt. ....., AND;

WHEREAS, the SELLER/PROMOTER has agreed to develop the layout as per the drawing, designs & specification to be approved by the Executive Engineer/ NMRDA, AND;

WHEREAS the SELLER/PROMOTER 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/S hereinabove being interested to own one of the Residential Plot in the said Lay Out, approached the SELLER/PROMOTER herein and visited the office of the SELLER/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and SELLER/PROMOTER'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/S here-in-above approached to the SELLER/PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said lay out known as ANANDAM - 4 and has agreed to pay the cost of developed plot to the SELLER/PROMOTER , AND;

WHEREAS, the SELLER/PROMOTER here-in decided to sell the various lay out plots and the PURCHASER/S approached the SELLER/PROMOTER for purchase of Plot in the said Lay Out and the SELLER/PROMOTER having accepted the proposal of the PURCHASER/S agreed to sell the Plot bearing No. ....., admeasuring about ..... Sq. Mtrs. for a total consideration of RS. ...../- (RS. .... ONLY) agreeing inter-alia that the SELLER/PROMOTER 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 SELLER/PROMOTER hereby agrees to sell and the ALLOTTEE/PURCHASER/S 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/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. The SELLER/PROMOTER is the sole and exclusive owner of ALL THAT piece and parcel of non agricultural land bearing Kh. No. 108/1, admeasuring about 1.49 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 "ANANDAM - 4". The SELLER/PROMOTER 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/S herein for a total consideration of RS. ……./- (RS. …… ONLY).

02. The PURCHASER/S has paid an amount of RS. ……./- (RS. …… ONLY) to the SELLER/PROMOTER 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 SELLER/PROMOTER 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/ UTR No.	Date	Bank

03. It is agreed that the PURCHASER/S 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 SELLER/PROMOTER 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/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 one months from due date.

05. The SELLER/PROMOTER 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 competent authorities.

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

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

Provided further that the PURCHASER/S 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 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 or act of God,

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court which prevents the PROMOTER from carrying out with the work of development and construction on the said Project land,

(iii) Pandemic,

(iv) Any delay on the Part of the Nagpur Metropolitan Region Development Authority, Office of the Collector, Nagpur, or any other public body or authority including the M.S.E.D.C.L. (Maharashtra State Electricity Distribution Company Limited) in issuing or granting necessary certificates / NOC's / permissions / Licenses / connections of any service such as electricity, drains and water connections and meters to the said project under construction by the PROMOTER on the said project land,

(v) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letters,

(vi) Any delay or default by the 35% and above of the sold area Allottees in the project in making timely payment of the instalments,

(vii) Any other reasons beyond the control of the PROMOTER

08. That, the SELLER/PROMOTER, 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 Residential 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 SELLER/PROMOTER shall give possession of the Residential Plot to the PURCHASER/S. The SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the SELLER/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 SELLER/PROMOTER hereby represents and warrants to the PURCHASER/S as follows:

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

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

11. The SELLER/PROMOTER 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 SELLER/PROMOTER 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 by the PURCHASER/S 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/S agrees to abide by all the prevailing land laws.

14. It is agreed that the PURCHASER/S 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/S 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/S shall contribute for maintenance which shall be used for day to day maintenance of the said Layout.

16. THAT it is agreed that the SELLER/PROMOTER 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.

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/S.

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 ANANDAM - 4 carved on ALL THAT piece and parcel of non agricultural land bearing Kh. No. 108/1, admeasuring about 1.49 Hectares, (14900.00 Sq. Mtrs.) 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 SELLER/PROMOTER 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.

WITNESSES :

01.

FOR AYODHYA ESTATE LLP

SHRI KAPIL V. CHANDAK
Designated Partner
SELLER/PROMOTER

02.

SHRI .....
PURCHASER/S