

AGREEMENT TO SELL FOR ` _____ /- ONLY

(RUPEES _____ ONLY)

MARKET VALUE ` _____ /- ONLY

THIS AGREEMENT TO SELL is made at NAGPUR on this ____ Day of NOVEMBER, 2021 BETWEEN : **M/S. WAINGANGA ASSOCIATE**, a Partnership Firm, having its Office at First Floor, Gurukrupa Apartment, Besides Dominos Pizza's, Somalwada Square, Nagpur, (Income Tax PAN – AADFW6688D) acting through its Partners **(1) MR. SHRIHARI S/o JIYALAL CHAUDHARI**, Aged about 35 Years, Occupation – Business, (Aadhar No. 8846 9288 7415) (Mobile No. 9325353299) Resident of Plot No. 12, Prerna Housing Society, Manish Nagar, Somalwada, Nagpur, Pin Code No. 440034, Tahsil and District – NAGPUR and **(2) MR. PRASHANT S/o HARIBHAU KANOJE**, Aged about 35 Years, Occupation – Business, (Aadhar No. 7472 6781 8508) Resident of Plot No. 12, Prerna Housing Society, Manish Nagar, Somalwada, Nagpur, Pin Code No. 440034, 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 **PARTNERSHIP FIRM and its PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors & assigns of the ONE PART.

AND

MR. _____, Aged about ____ years, Occupation - Service, (Income Tax PAN – _____), (Aadhar Unique Identity No. _____), (Mobile No. _____) Resident of _____, Pin Code _____, Tahsil and District - _____, 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/their heirs, legal representatives, executors, administrators, successors & assigns of the OTHER PART.

WHEREAS, ALL THAT Piece and Parcel of land bearing Khasra No. 44/2, having an area of 1.31 Hectare R., Rental Rs. 5.50/-, held in Occupancy Class-1 Rights of Mouza – SHANKARPUR, Patwari Halka No. 42 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village – Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR, originally belonged to Mr. Fagorao Dayal Kalzare, as a recorded Owner thereof being his separate property

having acquired the same by him by a family partition deed and the same is mutated in his name in all relevant records; AND

WHEREAS, the aforesaid Mr. Fagorao Dayal Kalzare left for heavenly abode on 14.12.2016 and consequent upon his death/demise, his aforesaid property devolved upon his widow namely Smt. Muktabai Fagorao Kelzare, three sons namely (1) Mr. Pramod Fagorao Kelzare, (2) Mr. Anil Fagorao Kelzare and (3) Mr. Jagdish Fagorao Kelzare and only married daughter namely Smt. Rekha Suresh Wankhede by way of intestate succession being only heirs of the deceased; AND

WHEREAS, the aforesaid (1) Mr. Pramod Fagorao Kelzare, (2) Mr. Anil Fagorao Kelzare, (3) Mr. Jagdish Fagorao Kelzare and (4) Smt. Rekha Suresh Wankhede jointly lateron transferred/sold their aforesaid property comprising ALL THAT Piece and Parcel of land 0.99 Hectares (i.e. 2.44 Acres) (except reservation land) out of the entire land bearing Khasra No. 44/2 of Mouza – SHANKARPUR, Patwari Halka No. 42, having total area of 1.31 Hectare R., Rental Rs. 5.50/-, held in Occupancy Class-1 Rights, Khate No. 109 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village – Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to M/s Wainganga Associates, acting through its Partners (1) Mr. Shrihari Jiyalal Chaudhari and (2) Mr. Prashant Haribhau Kanoje, by a Sale Deed Dated 31.12.2020, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-7 in Book No. 1 at Registered Sr. No. 219/2021 on 05.01.2021. As a result therefore the aforesaid M/s Wainganga Associates, acting through its Partners (1) Mr. Shrihari Jiyalal Chaudhari and (2) Mr. Prashant Haribhau Kanoje, the Vendor named hereinabove have now became an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is mutated in its name in all relevant records and also mutated in the 7/12 Extract vide Mutation Entry No. 2203; AND

WHEREAS, the Vendor named hereinabove lateron decided to develop the said Piece of land admeasuring 0.99 Hectare R. (i.e. 2.44 Acres) (except reservation land) being portion of the entire land bearing Khasra No. 44/2 having total area of 1.31 Hectare R. into a Residential Layout by carving out various Plots of different sizes therein. And accordingly it has prepared a layout of the said land by carving out various plots of different sizes therein and to be known and styled as “**SHREE RESIDENCY**” and the said layout is finally sanctioned and approved by the Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority on 02.08.2021 and as per said order the said layout is finally 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/5697 Dated 09-08-2021; AND

WHEREAS, the aforesaid entire land bearing Khasra No. 44/2 of Mouza – SHANKARPUR, P.S.K. 42, having total area of 1.31 Hectare R. out of which the land admeasuring 0.858231 Hectare R. (i.e. 8582.31 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order No. Prastu/Jilhadhikari/Kavi-1006/2021 Dated 10.11.2021 passed in Revenue Case No. 54/NAP-34/Mouza –Shankarpur/2021-22; AND

WHEREAS, in pursuance of the aforesaid Non Agricultural Order and finally sanctioned and approved layout and also provision under Section 42A of the Maharashtra Land Revenue Code, 1966, the Hon'ble Collector, Nagpur has granted Sanad/Annexure B to the aforesaid property bearing Khasra No. 44/2 on 10.11.2021 under the Revenue Case No. 54/NAP-34/Mouza –Shankarpur/2021-22; 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 P Gohar, 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** _____ authenticated copy is attached in Annexure 'F'.

WHEREAS, out of the aforesaid layout, the Plot Nos. _____ are Released by the Executive Engineer, Nagpur Metropolitan Region Development Authority vide his Letter Nos. _____ Dated _____; AND

WHEREAS the Purchaser(s) being desirous of owning an Open Plot for her/his/their Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendor and expressed her/his/their desire and willingness to purchase **Plot No.** _____ and after detailed negotiations the Purchaser(s) has/have 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/have also applied to the Vendor and thereby requested him to allot her/him/them aforesaid Plot to her/him/them for her/his/their residential use; AND

WHEREAS considering the request of the Purchaser(s) and after detailed negotiations the Vendor has agreed to sell the aforesaid property comprising **Plot No.** _____ out of the aforesaid sanctioned layout to the Purchaser(s) for a total consideration of ` _____/- (Rupees _____) Only which includes development charges upon the following terms and conditions.

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

/- (TOTAL RUPEES _____ ONLY).

(4) The consolidated price is escalation free, save and except any other charges payable to the Nagpur Metropolitan Region Development Authority or any such statutory authority by the Owner/Promoter from time to time, during the course of development and prior to handing over the possession to the Purchaser(s). The Owner/ Promoter undertakes and agrees that while raising such demand to the Purchaser(s), the documentary evidence (copy) to that effect shall be provided;

(5) The Purchaser(s) understands that the layout is tentatively sanctioned and that the developer reserves the right to revise the layout as per development regulation prevalent at the time. The Purchaser(s) grants his/her consent to the developer for such revisions in plots & public utility plot as well.

(6) The Purchaser(s) authorizes the Owner/ Promoter to adjust/ appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Owner/ Promoter may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Owner/ Promoter to adjust his payment in any manner;

(7) The Owner/ Promoter shall give possession of scheduled of property to the Purchaser(s) within such mutually extended time as may be agreed by & between the parties hereto and permissible under the Real Estate (Regulation & Development) Act, 2016, subject to payment of the total consolidated price, deposits, chargers statutory or otherwise (as may be enumerated in the forgoing clauses) by the Purchaser(s) to the Owner/ Promoter.

(8) Time is essence for Owner/ Promoter as well as Purchaser(s). The Owner/ Promoter shall abide by time schedule for completing the project and handing over the Plot to the Purchaser(s) after receiving entire agreed consideration, as the case may be. Similarly, the Purchaser(s) shall make timely payment of installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/ Promoter as provided in clause (4) above;

(9) If Owner/ Promoter fails to abide by the time schedule and handover the physical possession of the Plot purchased by the Purchaser(s) herein on the desired date, Owner/ Promoter agrees to pay to the Purchaser(s), who does not intend to withdraw from the Agreement, interest as specified in the Rules, on all the amounts paid by the Purchaser(s) for every month of delay, till the handing over of the possession. The Purchaser(s) agree/s to pay to the Owner/Promoter, interest as specified in the Rule on all delayed payments, which becomes due and payable by the Purchaser(s) to the Owner/ Promoter under the terms of this agreement from the date of said amount is payable by the Purchaser(s) to the Owner/Promoter;

(10) Without prejudice to the right of the Owner/ Promoter to charge interest in terms of clause (4) above, on the Purchaser(s) committing default of payment on due date of any amount due and payable by the Purchaser(s) to the Owner/ Promoter under this Agreement (including all the amount including the Taxes, Cess, Levies, Deposits etc) and on Purchaser(s) committing three defaults of payment of installments, the Owner/ Promoter shall at his own option, may terminate this Agreement. Provided that, the Owner/ Promoter shall give 15 days' notice in writing to

the Purchaser(s), by RPAD on the address written in this Agreement and mail at email address provided by Purchaser(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fails to ratify the breach or breaches mentioned by the Owner/ Promoter r within the period of notice, then at the end of such notice period, Owner/ Promoter shall entitle to terminate the Agreement. Provided further that upon termination of this Agreement as aforesaid, the Owner/ Developer shall refund to the Purchaser(s), after deducting the 20% amount of the consolidated consideration towards liquidated damages, within 30 days from the date of termination of Agreement;

(11) REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER:

The Owner/ Promoter hereby represent and warrants to the Purchaser(s) as follows:

- a) The Owner/Developer has clear and marketable title with respect to the project land titled "Krishna Nagari"; as declared in the title report appraised by the Purchaser(s). The Owner/Developer has given the details of its title upon the project land are mentioned in the forgoing paragraphs of this Agreement, the copies of all such documents have been handed over to the Purchaser(s) and the Purchaser(s) have verified the same independently and upon his/her/their satisfaction only the Purchaser(s) approached the Owner/ Promoter for the present transaction. Further the Owner/ Promoter has the requisite rights and also has actual physical and legal possession of the same for implementation of project;
- b) The Owner/ Promoter has lawful rights and requisite approvals from the Nagpur Metropolitan Region Development Authority, which the development authority in respect of the project land as well as other concerned statutory authorities including but not limited.
- c) There are no litigations pending before any Court of law within respect of the project land and/or the Plot agreed to be purchased by the Purchaser(s), except disclosed in title report;
- d) All approvals, licenses and permits issued by the competent authorities with respect to project land and/or the Plot agreed to be purchased by the Purchaser(s) 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 of the project land and/or Plot agreed to be purchased by the Purchaser(s) shall be obtained by following the due process of law and the Owner/ Promoter has been and shall at all times, remain to be in compliance with all applicable law in relation to the project, project land, Plot agreed to be purchased by the Purchaser(s) and common areas;

- e) The Owner/Promoter has right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- f) The Owner/ 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 Plot agreed to be purchased by the Purchaser(s), which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- g) The Owner/ Promoter confirms that it has not been restricted in any manner whatsoever from selling the said Plot to the Purchaser(s) in the manner contemplated in this Agreement;
- h) At the time of execution of conveyance deed/ sale deed of the Plot agreed to be purchased by the Purchaser(s) the Owner/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Purchaser(s), subject to fulfillment of the terms and conditions contained in this present;
- i) The Owner/ Promoter had 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 outgoing, whatsoever, payable in respect of Plot agreed to be purchased by the Purchaser(s) till handing over the possession thereof;
- j) 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) has been received or served upon the Owner/ Promoter in respect of project land and/or Plot agreed to be purchased by the Purchaser(s), except disclosed in title & search report;

(12) THE PURCHASER(S) WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE UNIT MAY COME, HEREBY CONVENANTS WITH THE OWNER/DEVELOPER AS FOLLOWS:

- a. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said Plot in the compound, roads or any other common area of the Krishna Nagari;
- b. Pay to the Owner/ Promoter within 15 days from the date of demand his share of security deposits demanded by concerned local authority or Government or giving water, electricity or any other service connection to the Plot;
- c. It is specifically clarified to the Purchaser(s) that this Agreement is specific & confirmed to said **Plot No. 22** in "Krishna Nagari" all land(s) falling outside the periphery/ boundary of said Plot are clearly outside the scope of this Agreement & the Purchaser(s) shall have no ownership rights, no rights of use, no title or no interest of

any kind or manner whatsoever in any lands falling outside the periphery/boundary of said Plot, subject to statutory stipulations such as by Corporation or Government of Maharashtra or any other authority etc.

d. The Purchaser(s) shall use said Plot or any part thereof or permit the same to be used only for the purpose for which the same has been allotted/ sanctioned, any such deviation may be at his/her/their cost and consequence. In any case the Purchaser(s) is duty bound to follow the instruction of the Owner/ Promoter and/or Association upon such unauthorized use and shall stop the use forthwith once instructed.

(13) The Owner/ 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 plans or thereafter and shall before handing over possession of the Plot to the Purchaser(s) obtained from Nagpur Metropolitan Region Development Authority or any such local authority while obtaining Release Letter in respect of the plot as the case may be;

(14) The Owner/Promoter may at any time assign or transfer in whole or in part its rights & obligations in respect of said property &/or said Plot provided that such assignment or transfer does not affect or prejudice the rights of the Purchasers herein contained & in such event, the assignee or transferee of the Owner/Promoter shall be bound by the terms & conditions herein contained;

(15) The Purchaser(s) hereby agree/s, undertake/s & covenant/s with the Owner/ Promoter that neither he/she/they, nor Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owner/Promoter under this Agreement or Conveyance thereof, or any other deed, document or writing that may be entered into & executed between the parties including Purchaser(s) herein or any other subsequent Purchaser(s) of the Krishna Nagari;

(16) Forwarding this Agreement to the Purchaser(s) by the Owner/ Promoter does not create a binding obligation on the part of the Owner/ Promoter or the Purchaser(s) until, firstly the Purchaser(s) signs and delivers this Agreements along with the payments dues as stipulated in clause (4) above within 30 days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/ Promoter. If the Purchaser(s) fails to execute and deliver to Owner/ Promoter this agreement within 30 (thirty) days from the date of its receipt (by any means, email, RPAD or hard copy by hand delivery) by Purchaser(s), then Owner/ Promoter shall serve a notice to the Purchaser(s) for ratifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection

therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever after deducting 20% amount of the total consolidated Sale consideration amount.

(17) This agreement, along with its schedules and annexures, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to said Plot;

(18) If any provision of this Agreement shall be determined to be void and unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement;

(19) Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in addition to the instruments and action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction;

(20) All letters, notices, circulars, receipts issued by the Owner/ Promoter as contemplated by & under this Agreement shall be deemed to have been duly served/delivered to the Purchasers & shall discharge the Owner/ Promoter completely & effectually of its obligations

(21) All disputes or differences relating to interpretation or right of party arising out of any of the clause of this agreement or in respect of carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof, shall be adjudicated by appropriate court having pecuniary and territorial jurisdiction over it and/or before the authority specifically installed under the provisions of The Real Estate (Regulation and Development) Act, 2016 and Rules made therein;

SCHEDULE OF PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot No.** _____ out of the sanctioned layout known and styled as “**SHREE RESIDENCY**”, containing by admeasurements _____ **Sq. Mtrs. (i.e. _____ Sq. Ft.)** being a portion of the entire land bearing Khasra No. 44/2 of **Mouza – SHANKARPUR**, P.S.K. 42 and including all other easementary rights appurtenant and belonging thereto, situated at

Village – Shankarpur, within the limits of 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(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. WAINGANGA ASSOCIATE

(1) _____

1)
(SHRIHARI JIYALAL CHAUDHARI)

(2) _____

2)
(PRASHANT HARIBHAU KANOJE)
Partners
VENDOR

(_____)
PURCHASER