AGREEMENT TO SELL

FOR RS. __ , __ , ___/- ONLY

(Rupees ____ Lac _____ Thousand _____ Hundred _____ Only)

THIS AGREEMENT TO SELL is made at NAGPUR on this the _____day of SEPTEMBER 2022, Between **M/s. SHARMA REALTOR**, a Partnership Firm, having its office at 17, Corporation Market, Gokulpeth, Nagpur through its Partners 1. **Shri ANIL S/o RADHESHYAM SHARMA**, Age 54 tears, Occupation – Business, 2. **Shri UMESH S/o RADHESHYAM SHARMA,** Aged about 52 years, Occ. Business, AND 3. Shri RITESH S/o RADHESHYAM SHARMA, Age 47 years, Occupation – Business, all are resident of Post office Road, Gokulpeth, Nagpur-440010. Hereinafter referred jointly as **VENDOR,** Which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDOR, as well as their Heirs, Legal Representative, Executors, Administrators, Successors and assigns of the FIRST PART**.** AND

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Shri/Smt. _____ S/W/o _____, Aged about __ years, Occupation – _____, R/o _____, Nagpur, hereinafter called as PURCHASER, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as, her/his, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THOSE Piece and parcel of Land bearing Kh. No. 39, containing by admeasurements 1.46 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 151, Rental Rs 6.12, Bhogwatdar Class right – 1 , within the limits of Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR, originally belonged to Mrs Kamlabai Ganpatrao Sakhale, who lateron sold the same on Dt 07.08.2009 by duly registered sale deed vide Sr No 3555 to Mrs Suman Paramanand Kela. Vendors having Purchased the same from Smt. Suman Paramanand Kela by a sale Deed Dated 17.07.2015, which is duly registered in the Office of the Sub-Registrar, Hingna Nagpur in Book. No. 1 at Sr. Nos. 3388/2015 on dt. 17.07.2015. As a result therefore the Vendor has now became an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein; AND

WHEREAS, the Vendor applied for conversion of the aforesaid entire land bearing Kh. No. 39 for Non- Agricultural (Residential) Use at Tahsildar, Hingna, Nagpur and an order to that effect has been passed vide order No. R.M.K. 31/ NAP-34/ 2020-21 Mauja Wanadongri PSK 46 on Dt. 05.03.2021. AND

WHEREAS, the competent authority Chief Executive Office, Nagar Parishad Wanadongri Sanctioned Final Residential Lay out on the aforesaid land vide order Dated 30.06.2021 vide order No. JK./NPW/ NRV/ Antim Manjuri/ 880 after Bin Sheti mojanee by TLR Hingna, Nagpur.

WHEREAS, the Purchaser hereinabove named has satisfied himself/herself in respect of the Vendor`s title to the said property as good, valid and marketable; AND

WHEREAS, the Purchaser being desirous of owning a plot for his/her residential use the heritable and transferable rights therein have approached the Vendor and expressed his/her desire and willingness to purchase the said plot and after detailed negotiations the Vendors being agreed to sale the said plot 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 :

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1) THAT, the Vendor will sale and the Purchaser will buy ALL THAT Piece and Parcel of **Plot No. _** containing by total admeasurements _____ **Sq. Mtrs** , (_____ Sq. Ft.) bearing Kh. No. 39, containing by admeasurements 1.46 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 151, Rental Rs 6.12, Bhogwatdar Class right – 1 , within the limits of Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR and more particularly described in the SCHEDULE hereunder written.

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

MANNER OF PAYMENT:

Rs. _____/- (Rs _____ Only) paid by the PURCHASER to the VENDOR by Ch. No. /Online transfer_____ on dated _____ .

Rs. _____/- (Rs _____Only) shall be paid within period of **__ months** (_____ Months) from the date of this agreement **i.e. On or Before _____.**

Rs. _____=00 (Total Rupees _____ Only)

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It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments and due date for registry is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installment shall be granted to him/her by the Vendor. In the event of such termination/ cancellation of this Agreement or if the Purchaser desires himself to cancel his booking of the said plot in between , the Vendor shall be at full liberty to resale the said plot to any other intending buyer with prior intimation / notice to the Purchaser and in such event the Vendors shall within 1 **(One) Month** from the date of such cancellation return back the amounts till then received by him from the Purchaser, free of any interest thereon and also after deducting there from a fixed sum of Rs. 30,000/- (Rupees THIRTY THOUSAND Only). In case if Vendor fails to handover possession of plot and execute sale deed in favor of Purchaser after receipt of entire consideration amount, the Vendor shall give interest @12% p.a. on the amount so far received by vendor and shall not charge any extra on total consideration amount. Vendor shall be responsible to get Release letter before execution of sale deed without any extra charges.

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(3) THAT VENDOR agreed and shall get the necessary permission from Nagar Parishad, Wanadongri, Hingna, Nagpur, as per prevailing norms and guidelines, and get the Plots released before execution of the sale deed.

(4) THAT for all the payments made by the PURCHASER , VENDOR shall acknowledge and issue the Receipt of the same. All payments should be directly deposited to the VENDOR directly at the office only. Cheque Return charges if any shall be min. Rs 1000/- per instrument. Delayed payment of EMI for any reason whatsoever can be regularized by paying Regularizations charges of Rs 2000/- per month per Plot and it shall be by sole discretion of Vendor. Consecutive delayed payment for maximum up to three months shall annual in to cancellation of this agreement.

(5) THAT the Purchaser has satisfied himself/herself with respect to the Vendors title to the said property as good, valid and marketable and he/she has satisfied himself/herself about the Vendor's right to enter in to this agreement with the Purchaser. The said plot hereby agreed to be sold is free from encumbrances of all kinds whatsoever

(6) THAT the said plot /property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to be the outgoing agreements, restrictions and rights of the Vendors and if any mis-statement, error or omission shall be discovered the same shall not annul this Contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(7) THAT the Purchaser has finally chosen to own and possess **Plot No. __** more particularly described in the SCHEDULE hereunder written.

(8) THAT the Vendors shall not deliver the actual possession of the said plot to the Purchaser until the entire cost of said plot including the charges for installation of electric and water meters, Development charges, Maintenance charges, Society Charges etc , if applicable and legal expenses including stamp duty and Registration fees etc are paid by her/him in full to the Vendors.

(9) THAT in the event of the Purchaser committing breach of any of the terms and Conditions herein contained, this Agreement shall IPSO FACTO come to an end.

(10) THAT the Vendor reserve their right to sale or to erect any construction on the land mentioned as public utility / open space in the lay out plan , and in any event the Purchaser shall not prevent or obstruct the Vendors . and in such event the Prospective buyer of such land shall also have all the rights to use all common amenities and facilities etc as may be provided to the plot holders of the said "Narmada Vihar-1".

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(11) THAT the Vendor hereby assures the purchaser that after receiving the total agreed consideration amount he shall execute a proper and duly Registered Sale Deed relating to the said plot in favour of the purchaser/purchasers or the nominee/nominees appointed by them, and shall deliver the actual physical possession of the said plot to the purchasers along with actual measurement of the plot.

(12) THAT the GST if applicable, Sale Deed Registration Charges , Agreement to Sale and any other charges payable and Expenses for registration of Agreement to sell and Sale Deed shall be borne by the PURCHASER ONLY.

(13) THAT it is agreed by and between the Vendors and the Purchaser that any dispute arising in respect of the said plot shall be referred to sole arbitrator to be appointed by the Vendor.

SCHEDULE OF PROPERTY

ALL THAT Piece and Parcel of **Plot No. _** containing by total admeasurements _____ **Sq. Mtrs** , (_____ Sq. Ft.), named and styled as "NARMADA VIHAR-1", bearing Kh. No. 39, containing by admeasurements 1.46 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 151, Rental Rs 6.12, Bhogwatdar Class right – 1, within the limits of Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR.

ON THE EAST	-	Plot No __
ON THE WEST	-	Plot No ___
ON THE NORTH	-	Road _____ mts wide
ON THE SOUTH	-	Plot No. ___

IN WITNESS WHEREOF THE VENDOR and the PURCHASER Hereinabove named have here set their respective hands and signed this DEED OF AGREEMENT FOR SALE AT NAGPUR in presence of the attesting witness signing as such on the day first above written.

WITNESSES

VENDORS

For Sharma Realtor, Partners

_____

SHRI ANIL RADHESHYAM SHARMA

1) _____

_____

SHRI UMESH RADHESHYAM SHARMA

_____

SHRI RITESH RADHESHYAM SHARMA

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PURCHASER

2) _____

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Shri/Smt. _____