
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ___ day of ___ 20___,

By and Between

M/s KESHVAM REALITY, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at House No. 684, Itwari Anaz Bazaar, Nagpur-440002, (PAN AAXFK8305P), represented by its authorised Partner Shri. GAURAV PAWANKUMAR PODDAR, (Aadhar no. 360440287109, PAN No. ANSPP3960H) authorised *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[AND]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing _____ at _____, (PAN _____), hereinafter called

the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:-

WHEREAS by an Agreement of Development dated 27th day of December, 2021 executed between Smt. Kaushlya Bapurao Fulkar, Shri. Ishwar Bapurao Fulkar, Shri Vilas Bapurao Fulkar, Shri. Ashok Bapurao Fulkar, Sau. Sunita W/o Eknath Chamat and Sau. Vijayatai Narendra Rokde (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Khasra No 128, P.H. No. 72, Mouza- Kothewada, Held in Bhuwarg Class-1 Rights, having revenue rate- 6.75 & Situated at Kothewada, Post Gumgaon, Tah. Hingna, District- Nagpur in the Registration Sub-District No. 02, Nagpur admeasuring 1.21 H.R., or thereabouts more particularly described in the **Schedule- I** therein as well as hereunder written (hereinafter referred to as "**the project land**") and to develop the said agricultural land into plots in accordance with the terms and conditions contained in the Development Agreement.

THEREBY, accordingly aforesaid Promoter have become the exclusive, absolute owner of the aforesaid property with heritable and transferable right by mutating their name over the record of City Survey Department, and NMC,Nagpur,

WHEREAS, the VENDOR/Seller/Party No.1 are the owner and absolute owner of the aforesaid property are competent and fully entitled and legally capable

enough to deal with the said property. The vendor for good ,valid and cogent reasons and for the benefit and upliftment of the family had decided to sale the said property and after due deliberations and discussions ,the vendor have accepted the offer of the PURCHASER and has sold all the rights therein to the PURCHASER against the said valuable consideration. The Party No. 2 are desirous of owning the said property and agreed to purchase while VENDOR/ Seller/Party No.1 are executing the present sale deed in favour of the PURCHASER/Party No.2 against said valuable consideration & on the following term and condition.

NOW THIS DEED OF SALE
WITNESSETH AS FOLLOWS :

1. **That**, in pursuance of the Agreement to sale, VENDOR/Seller/Party No.1 have agreed to transfer the property for the total consideration for **Rs./-(Rupees Only)**. The VENDOR/Seller/Party No.1 are the absolute owner of the said property, more appropriately described hereinafter in schedule of the property , TO HOLD THE SAME TO AND UNTO THE PURCHASER absolutely and forever, and free from payment of Non Agricultural Assessment, Corporation taxes and all other dues, duties and out goings levied thereon and payable up to the date of this Sale Deed. That the Vendor have sold to the PURCHASER the said property with heritable & transferable right therein and the PURCHASER have purchased the said property is free from ll sort of of encumbrances such as mortgages, loan, agreement, gift, lease, sale, possession, charges, lien, exchange, easement, inheritances, lis pendency ,trust or any other interest whastsoever etc.. for a total consideration **Rs./-(Rupees Only)**. That the PURCHASER have to pay the said Sale consideration/Amount to the Promoter in the following manner, and the receipt is hereby acknowledged and admitted by the Promoter/Party No.1.

MODE OF PAYMENT

RS.=00 (Rs. Only).
Paid by the Purchaser to the Vendor vide Cheque No. "....."drawn on .

RS.=00 (Rs. Lacs Only).
Paid by the Purchaser to the Vendor vide Cheque No. "....."drawn on .

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RS.=00 (Rupees Only).
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2. **That** the PROMOTER/Party No.1 shall handover absolute vacant possession of the said property to the PURCHASER/Party No.2 alongwith all original documents, muniments & writings of in respect of the said property hereby sold to the PURCHASER/ Party No.2 after executing this Sale Deed.

3. **That** the PROMOTER/Party No.1 assures the PURCHASER/Party No.2 that the property hereby sold is the separate and self acquired property belonging to them, and that none except the PROMOTER/Party No.1 has/have acquired right ,title or interest in any manner of any kind whatsoever in respect of the said property.

4. **That** the PROMOTER/Seller/Party No.1 shall after the execution of this sale deed to PURCHASER/ Party No.2, shall not have or exercise any right or interest whatsoever manner in the said property. That the property hereby sold shall be quietly entered into and upon and enjoyed and the rent and profits received there from by the purchaser without any interruption or disturbance by the Promoter or any other person claiming through under or in trust of them and without any lawful disturbance or interruption by any other person whatsoever.

5. That the PROMOTER/ Seller/Party No.1 has paid all the dues, on account of cesses, Commercial NMC house Taxes, Ground Rent of NIT & dues if any, Non agricultural cesses , in respect of the said property & in the event ,if it is discovered that there remains any arrears to be paid ,the PROMOTER/Party No.1 undertakes to pay the same to the PURCHASER/ Party No.2 accruing and payable until and upto the date of this Deed of Sale vacant possession of the said property is handed over and shall always keep the PURCHASER/ Party No.2 indemnified fully & effectually against all claims, demands, charge and expenses whatsoever in respect of the said property upto the date of Sale deed.

6. That the PROMOTER/Seller/Party No.1 is delivered actual physical possession of the property hereby sold in vacant condition to the PURCHASER/Party No.2 at the time of execution & Registration of this Sale Deed and after the execution of sale deed the PURCHASER/Party No.2 shall bore all the expenses of cesses, taxes. etc. in respect of the said property.

7. That the Promoter has also specifically sold,transferred,conveyed and assigned to the purchaser, all the rights, title, interest, claims, etc. whatsoever he/they is/are having in the said described property and also the amplification of any right which the Promoter may have acquired under any law, usage or custom.

8. That the PROMOTER/Seller/Party No.1 shall forward each and every assistance, Cooperation in the mutation work to be made in the offices of relevant local authorities to the PURCHASER/Party No.2. Further Promoter shall execute sign all the papers, applications, necessary documents of transfer and required by the purchaser, in favour of the purchaser or his nominee, in respect of the said property, without any delay or demur and without any consideration.

9. That the said property has been purchased by the purchaser on the assurance of the Promoter that he is the only absolute & exclusive owner of the said property, having clear and marketable title and there are no charge, mortgage, lien, defect or encumbrances or attachment by Central or State or Semi Government , or have not received any notice under the payment of The Income Tax Act,The Sales Tax Act,The Property Tax(Amendment) Act, The Wealth Tax Department, The Expenditure Tax Act, The Gift Tax Act or no other Person, Firm, Company, Body Corporate, Society, or entity whatsoever has any title, interest, claim, charge etc. in the said described property & further Promoter has not entered into any agreement for sale with any other Person, Firm ,Company ,Body Corporate , Society, or entity whatsoever except the above said purchasers in respect of the said described property or any part thereof, and the Promoter has full authority to transfer the said property to the purchaser absolutely and forever, however if anything adverse is found and the purchaser has to suffer/sustain any loss or damage, the Promoter shall compensate the purchaser to that extent, in addition to reasonable damages for the same.

10. That it is assured and declared by the Promoter that the said property is not the subject matter of any suit or other legal proceedings, nor there is any prohibitory order or appointment of receiver or attachment or charge statutory or threatened attachment in execution of any decree etc, or no adverse claim of any kind exists in respect of the said property or part thereof . The said property is also not given by way of security, survey, guarantee, and if the same is given all the loan encumbrances etc have been cleared off nor any undertaking is given by the Promoter in respect of the same thereby preventing it from transferring the same by way of sale to the purchaser. There is no legal bar for transfer of the property in favour of the purchaser.

It is further assured and declared by the Promoter that he/they have not received any notice of any intended or compulsory acquisition or the said property or part thereof is reserved for any public purposes .The said property has not come under any proposed scheme of Central Govt., State Govt.,Semi Govt., local bodies etc.. However if anything adverse is found and the purchaser has to suffer/ sustain any loss or damage, the Promoter shall compensate the purchaser to that extent, in addition to reasonable damages for the same.

11. **That** it is further declared & assure by the PROMOTER/Seller/Party No.1 to the PURCHASER/Party No.2 that if any defect is found in the title of the Promoter or if due to their act, the title of purchaser shall becomes incomplete or defective in the said property in any manner, in such event ,the Promoter shall compensate the purchaser to that extent, in addition to reasonable damages for the same.
12. **That** if it is found that the Promoter intentionally suppressed any material information/facts which adversely affect the purchaser or the property in any manner then the Promoter shall be liable for all losses or damages etc.as may be sustained by the Purchaser directly or indirectly or any such losses or damages which are likely to be caused to the aforesaid property or the purchaser herein.
13. **That** the PROMOTER/Seller/Party No.1 is agreed & undertake to have harmless and keep indemnified the PURCHASER/Party No.2 free from all losses, damages, costs or expenses which may rise or sustain or incur by reason of any claim being made by anybody whosoever to the said property or in respect of any arrears of taxes or cesses due thereof till the date of this sale deed.
14. **That** the PURCHASER/Party No.2 is bore & paid all the expenses in respect of execution of this sale deed like Stamp duty, Registration fees, L.B.T, legal fees etc.
15. **That** the Present Deed of Sale is being executed on account of mutual understanding of both the parties to the agreement as such the same is being executed without any undue Force, Pressure with free will and consent by both the parties.
16. **That** the property in a question has been taken to be correctly described herein above and if any misstatement , error or ommission shall be discovered , same shall not void this sale and shall always be subject to correction by the parties hereto.

SCHEDULE OF PROPERTY

(Description of the property hereby sold)

ALL THAT Plot No..... of Khasra No 128, P.H. No. 72, Mouza- Kothewada, Held in Bhuwarg Class-1 Rights, having revenue rate- 6.75 & Situated at Kothewada, Post Gumgaon, Tah. Hingna, District- Nagpur,

The boundries of the said property are as under:-

On the North :,

On the South :,

On the East :,

On the West :,

In the witnesses whereof the parties hereto have set and subscribe their respective hands on the day, month and year first hereinabove mention of their freewill and virtue after fully understanding the contents thereof in the presence of witness who have sign this deed in a token of having attested their signatures.

WITNESSES:

PROMOTER

1.

1. M/s KESHVAM REALITY, represented by its authorised Partner Shri. GAURAV PAWANKUMAR PODDAR,

2.

PURCHASER