AGREEMENT TO SELL

FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made & executed on this 10th Day of FEBRUARY, 2022, **BETWEEN :**

Amar Gulabrao Akre, Aged about 52 Years, Occupation –Business, Resident of R-190, Reshimbag, Umred Road, Hanuman Nagar, Nagpur-440009, Tahsil and District – NAGPUR**,{Aadhar Card No. 4324 5000 8203},** 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 respective heirs legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

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AND

(1) SHRI. _____, Aged about _____ Years, Occupation – _____, **{PAN – _____}, {Aadhar No – _____}, (2) MRS. _____,** Aged about _____ Years, Occupation – _____, **{PAN – _____}, {Aadhar No – _____},** Residents of _____, Tahsil& District - NAGPUR, hereinafter called as the **PURCHASERS,** the term unless repugnant to the context thereof shall always mean and include the **PURCHASERS**, as well as their respective legal heirs, legal representatives, agents, executors, successors and assigns etc., of the **OTHER PART.**

WHEREAS, the Vendor named hereinabove is an absolute, full and exclusive owner of the property comprising ALL THAT Piece and Parcel of Agricultural Land, having an area of admeasuring 2.60 Hectors (OR 6..422 Acres) out of Khasra No. 51/1 of MOUZA – CHIKNA. TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant thereto, situated at Village – Chikna, in Tahsil– Nagpur Rural & District – NAGPUR, hereinafter the said total land admeasuring 2.60 Hectors of Kh. No. 51/2 will be termed shortly as the **"SAID LAND"** more particularly described in Schedule "A" attached herewith forming part & parcel of this Agreement to Sell. The Vendor further declares that above said land is is separate property and hence no other person or persons or firm than it has any right in the above said land; AND

WHEREAS, the Vendor later on decided to develop the said entire land bearing **Khasra/Survey/Gut No. 51/1,** having an area of **2.60 Hectares,** held in Bhogwatdar Class-1 Rights of **MOUZA – CHIKNA**, situated at Village – Chikna in Tahsil– Nagpur (Rural) and
District – NAGPUR; AND

WHEREAS, now the said land comes within the jurisdiction of Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) and accordingly the Vendor has submitted the entire papers along with the layout plan for sanctioning the same to the said Authority by an Application Dated 17/11/2021; AND

WHEREAS, thereafter, the Executive Engineer, Nagpur Metropolitan Regional Development Authority has sanctioned the layout on the said land by a Letter No. Executive Engineer (N.M.R.D.A.)/6228, Dated 17/11/2021 on the various terms and conditions. As per the said sanction demarked layout plan, there are total 116 Plots, having total area under layout plots is 12493.85 Sq. Mtrs.; AND

WHEREAS, the aforesaid entire land comprising Khasra No. 51/1 of Mouza– Chikna converted for Non Agricultural use as per the letter of the Collector, Nagpur, bearing No. _____, in the Revenue Case No. _____

WHEREAS, the Vendor has registered the Project under the provisions of Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai vide Registration. No. _____. The said Real Estate Project is purely a Plotted Development and shall be known and styled as **"AMARNATH NAGRI-III' "**.The Vendor has appointed Architect Shri. Er. Dhawal S. Harshe, having its office at Flat No.201, Plot No.39, Gayatri Niwas, Siddhart Nagar, Back Side of Chintamani bar,

Manewada Ring Road, Nagpur-24;AND

WHEREAS,the Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from Local Authority, Area Under Layout 12493.85 Mtrs., Road Widening Area 84.64 Sq. Mtrs., Amenity Space Area 2345.49 Sq. Mtrs., Open Space 1110.91 Sq. Mtrs,Under Substation Area 25 Sq Mtrs, Under WTP Area 25 Sq Mtrs, are to be handed over to the Local Authority. Apart from this, the Vendor/Promoter declares that there is no reservation or acquisition on any part of the said land; AND

WHEREAS, the Vendor/Promoter hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project; AND

WHEREAS, now for the cogent reasons and good causes the Vendor has decided to sale **Plot No. _____** out of the aforesaid layout to any interested buyer to utilise the Sale thereof in its best interest and for the benefits of its firm; AND

WHEREAS, the Purchasers being desirous of owning a plot in the above said lay-out had approached the Vendor and the Purchasers hereinabove named have satisfied themselves in respect of the Vendor's title to the said to the property as good, valid and marketable; AND

WHEREAS, in accordance with terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendor hereby agrees to sell and the Purchasers hereby agrees to purchase the said Plot; AND

WHEREAS, the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

WHEREAS, as per Section 13 of the Real Estate Regulation Act, the Vendor is required to execute a written agreement with the Purchasers for the sale in respect of the said Plot and therefore, Vendor and the Purchasers are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act;

AND

WHEREAS, this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot; AND

WHEREAS, the Purchasers being desirous of owning the said **Plot No. _____** for their Residential Use in the aforesaid layout with heritable and transferable rights therein have approached the Vendor and expressed their desire and willingness to purchase the same and after detailed negotiations the Vendor has agreed to sell the same to the Purchasers and the Purchasers have specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Vendor upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

(1) THAT, the Vendor will SELL and the Purchasers will BUY **ALL THAT** Piece and Parcel of land bearing **Plot No. _____,** containing by admeasurements **_____ Sq. Mtrs. (OR _____ Sq. Ft.)**, being a part & portion of the entire land bearing **Khasra/Survey/Gut No. 51/1**of **MOUZA – CHIKNA,** having an area of 2.60 Hectors (OR 6.422Acres), at Village – Chikna in Tahsil– Nagpur (Rural) and District – NAGPUR and more particularly described in the SCHEDULE hereunder written.

2. THAT, the total price agreed is of **Rs. _____/- Rupees _____ _____ Only)**, which the Purchasers have Specifically agreed to pay to the Vendor in the following manner:-

MANNER OF PAYMENT:

Rs. (Rupees _____ Only) paid by the Purchasers to the Vendor by Cheque No. _____, Dated _____, Drawn on _____, Nagpur, as an earnest amount, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____ Only) paid by the Purchasers to the Vendor by Cheque No. _____, Dated _____, Drawn on _____, Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor from time to time till the date of registration of Sale Deed.

_____

Rs. (RUPEES _____ ONLY)

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(3) THAT, the Plot of land hereby agreed to be sold shall free from encumbrances of all kinds whatsoever.

(4) THAT, the Vendor hereby assures to provide the Development Works in the Project such as Asphalt Road, Strom Drainage Line, Water Pipe Line, Open Space Compound Wall, Sewage Treatment Plant, Rain Harvesting Chamber, Common Lay-out fencing with barbet wire & Cement Concrete Poll, Common Entrance Gate, Tree Plantation along road side & Open space, All Civil Amenities.

(5) THAT, the Purchasers have satisfied themselves with respect to the Vendor title to the said property as good, valid and marketable and he has accepted the same without any further investigation.

(6) THAT, the said property 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 nor shall any compensation be allowed in respect thereof to the Purchasers, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

(7) THAT, the Vendor hereby assures that it shall give possession of the said Plot to the Purchaser on or before _____. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Vendor hereby agrees to pay to the Purchasers, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Purchaser for every month of delay till handing over of possession. Provided further that the Vendor shall be entitled to reasonable extension of time for delivery of Plot on the aforesaid date, if the same is 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, (iii) delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

(8) THAT, the Purchasers shall individually pay all Grampanchayat Taxes and cesses, Taxes, etc. as may be levied on the property agreed to be purchased by them with effect from the date of Registration of the Sale Deed or from the date of their taking over possession thereof whichever may be earlier.

(9) THAT, the Vendor shall deliver the actual possession of the said plot of land hereby agreed to be sold to the Purchasers or their nominees at the time of Registration of the Sale Deed. On Registration of the Sale Deed pursuant hereto, the Purchasers shall hold the said Plot of land with heritable and transferable rights therein. The period for the registration of Sale Deed on or before _____ OR after obtaining necessary documents.

(10) THAT, the Vendor hereby assure to the Purchasers that it shall provide the loan facility from bank for paying further/part amount of consideration if require by the Purchasers.

(11) THAT, on obtaining a proper Sale Deed relating to the said Plot of land hereby agreed to be sold, the same will be held by the Purchasers as absolute Owner thereof.

(12) THAT, the Purchasers shall pay the Non-Agricultural Assessments and all other dues whatsoever accruing payable in respect of her Plot of land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendor indemnified against such payments.

(13) THAT, all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty Registration Fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchasers.

(14) THAT, this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

SCHEDULE "A"DESCRIPTION OF THE PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot No. _____,** containing by admeasurements **_____ Sq. Mtrs. (OR _____ Sq. Ft.)**, being a part & portion of the entire land bearing **Khasra/Survey/Gut No. 51/1**of **MOUZA – Chikna,** having an area of 2.6 Hectors (OR 12493.85 Sq. Mtrs.), Chikna Village in Tahsil– Nagpur (Rural) and District – NAGPUR and bounded over as under:-

ON THE EAST - BY

ON THE WEST - BY

ON THE NORTH - BY

ON THE SOUTH - BY

IN WITNESS WHEREOF the **VENDOR** and the **PURCHASERS** herein above named have fully examined and read over this **AGREEMENT TO SALE** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) _____ (AMAR GULABRAO AKRE)
02			2) _____ PURCHASER
03			3) _____ PURCHASER
WINTESSES :-			
I			_____ WITNESS NO. 1
II			_____ WITNESS NO. 2