AGREEMENT TO SALE

Valued **Rs.** _____**/-**
Government Value **Rs.** _____**/-**

Stamp Duty Rs. _____/-

Registration Fees Rs. _____/-

THIS AGREEMENT IS MADE AT NAGPUR ON THIS ___ DAY OF _____ 2022

BETWEEN

SHRI. SURESH S/O SHREEMOHAN BAJORIA, aged about 58 years, PAN No. ABRPB2742E, Occupation: Business and Agriculturist, R/o – 402/3, Jagat Plaza, Law Collage Square, Amravati Road, Shankar Nagar, Nagpur-440010, hereinafter referred as "**The Owner/Promoter**" (which expression shall unless it be repugnant to the context & meaning thereof be deemed to mean & include its successors-in-title & assigns)of the **FIRST PART**;

AND

MR. _____ **S/O** _____, aged about ____ years, PAN No. _____, AADHAR NO- _____; Occupation: _____, R/o, _____, hereinafter called **"The Purchaser"** which expression shall unless it be repugnant to the context or meaning thereof deem to mean & include his/her/their legal heirs, executors & administrators of the **SECOND PART**.

A. **WHERE ALL THAT** piece & parcel of land bearing Survey No. 241, P.S.K. 42, jointly admeasuring about 0.70 HR of Mouza Jamtha is owned & possessed by the Owner/Promoter in pursuance to Sale Deed dated 10-01-2022, which was duly registered before the Jt. Sub-Registrar, Nagpur – 10 (rural) in Book No. 01 at Sr. No. 163 (hereinafter referred '**said property**');

B. **AND WHEREAS** the Owner/Promoter thereafter converted the above said land into a non-agricultural residential use in pursuance to the

Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 42-A of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. _____ dated _____.

C. **AND WHEREAS** the Owner/Promoter decided to develop the property into a layout with such intention the Owner/Promoter submitted the plan for sanction in the office of Nagpur Metropolitan Region Development Authority, said Layout plan was sanctioned dated 07.04.2022 bearing No. E.E/NMRDA/6843. This sanction was specifically granted to the Owner/Promoter for development of Layout with total land area admeasuring about 6998.237 Sq. Mtrs. (Approximately);

D. **AND WHEREAS** in the premise aforesaid, the Owner has developed Layout to be known as "**Kanika**" in accordance with the Layout plans that have been sanctioned by the Nagpur Metropolitan Region Development Authority (NMRDA).

E. AND WHEREAS the Owner/Promoter has registered the project under the provisions of The Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Registration Authority at Mumbai bearing No. _____ on _____;

F. **AND WHEREAS** the Purchaser/s have demanded from the Owner/Promoter & the Owner/Promoter has given inspection to the Purchaser/s of all the documents, sanctions & permissions recited hereinabove, the plans, designs & specifications prepared by the Owner's Architects/ structural Engineer in respect of Kanika, at Kh. No. 241 of Mouza Jamtha. AND the Purchaser/s has/has also been appraised with the authentic copy of the Title Verification and Search Report issued by Advocate. The Purchaser/s hereby expressly confirm/s that he/she/they has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms & conditions contained in the documents Orders, layout scheme/project including the rights & entitlements available to & reserved by the Owner/Promoter contained in these presents;

G. **AND WHEREAS** the Purchaser being fully satisfied in respect of the title of the Owner/Promoter to said property along with the necessary documents which enable the Owner/Promoter to develop said property, some of them are forming the part and parcel of this document, approached the Owner/Promoter for purchase of Plot No. __, having area admeasuring about _____ sq. mtrs. of "**Kanika**".

H. **AND WHEREAS** the parties herein relying on the confirmations, representations 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;

I. The Purchaser/s hereby agree/s to purchase from the Owner/Promoter & the Owner/Promoter hereby agrees to sell to the Purchaser/s Plot No. ___, having area admeasuring about _____ sq. mtrs., on "as is where is basis" known as "**Kanika**". at & for the aggregate consideration of **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as "**said purchase price**");

J. In accordance with the terms and conditions set out in this Agreement and mutually agreed upon by and between the parties, the Owner/ Promoter agrees to sell and the Purchaser/s hereby agree/s to purchase the Plot No. __.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED, RECORDED BY & BETWEEN THE PARTIES HERETO AS UNDER:

1) The Owner/ Promoter shall develop the Layout in accordance with the plans, designs and specifications as approved by Nagpur Metropolitan Region Development Authority from time to time, provided that the Owner/Promoter shall have to obtain prior consent in writing of the Purchaser/s except any alterations or addition required by any Government Authorities or due to change in law.

2) The Purchaser/s hereby agree/s to purchase from the Owner/Promoter & the Owner/Promoter hereby agrees to sell to the Purchaser/s Plot No. ___, having area admeasuring about _____ sq. mtrs., on "as is where is basis" known as "**Kanika**" for a valuable consideration of **Rs. _____/- (Rupees _____ Only)**.

3) The Purchaser at the time of booking or thereafter, but prior to execution of this present has paid to the Owner/ Promoter a total amount of **Rs._____/- (Rupees _____ Only) ,** towards part consideration in the manner fully described in **ANNEXURE – A** attached herewith and the Owner/ Promoter doth hereby acknowledge the receipt thereof in favor of the Purchaser.

4) The balance aggregate consideration of **Rs._____/- (Rupees _____ Lacs Only)** shall be payable by the PURCHASER in the manner fully described in "**ANNEXURE – B"** attached herewith.

5) The Purchaser/s shall pay stamp duty, registration fees or any such charges which may be required to be paid with the Registrar of Assurances or any such authority in order to register the Agreement and/or Conveyance/Sale Deed in respect of the scheduled 2 property;

6) The Purchaser shall be Responsible to Bear and pay the betterment and/ Development Charges to the Competent Authority in accordance with the provisions of the Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) Maharashtra Regional & Town Planning Act 1966.

7) That the Buyer/purchaser shall become a member of the Kanika (Kh. No. 241) Owner's Association / Cooperative Society that has been / shall be formed by the Owners of the plots in Kanika (Kh. No. 241) Mouza-Jamtha, Nagpur. As a member, the purchaser shall abide by the rules and by-laws framed by the said association / Cooperative Society which is the administrator, and supervisor of common services

and amenities (roads, recreational facilities, gardens, drainage, water supply, STP and other such services) and properties of common enjoyment and shall pay Rs. 10/- per Sq Mtrs such amounts or as may be decided by the association / Cooperative Society every month for the proper maintenance and upkeep of the common services. If the Buyer ever fails to pay maintenance charges for his plot, the association shall be entitled to disconnect and stop providing all or any services to the schedule plot including water supply, etc.

8) The common facilities and services (roads, recreational facilities, gardens, drainage, water supply, STP and other such services) and other properties of common enjoyment in the Kanika (Kh no 241), shall vest jointly with the owners of the various plots and shall be maintained, managed and administered collectively by the said owners of the various plots and/or by the said association / Cooperative Society and the Owner/Developer shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid common facilities or services etc., or on any other account whatsoever.

9) 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;

10) The Owner/Promoter shall give possession of scheduled of property to the Purchaser/s at the time of Execution of Sale Deed 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.

11) 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.

12) 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). The Owner/Promoter shall give 1 month i.e before _____ as grace period for payment of balance Sale Consideration on which the Owner/Promoter will be entitled to receive interest @ 18% P.A. and if the purchaser fails to deposit the amount than 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 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/ Promoter 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;

13) **REPRESENTATIONS AND WARRANTIES OF THE OWNER/ PROMOTER:**

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

a) The Owner/Promoter has clear and marketable title with respect to the project land titled "Kanika"; as declared in the title report

appraised by the Purchaser/s. The Owner/Promoter 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 to carry out development upon the project land 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 agreement;

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;

14) **THE PURCHASER/S WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE PLOT MAY COME, HEREBY CONVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:**

i. 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 Kanika;

ii. 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;

iii. It is specifically clarified to the Purchaser/s that this Agreement is specific & confirmed to said Plot No. __, in "Kanika" 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.

iv. 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.

15) 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;

16) 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 Purchaser herein contained & in such event, the assignee or transferee of the Owner/Promoter shall be bound by the terms & conditions herein contained;

17) 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 Kanika;

18) 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;

19) 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;

20) 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;

21) 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;

22) 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 Purchaser & shall discharge the Owner/Promoter completely & effectually of its obligations.

23) 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;

24) That the Owner/Promoter executed a Power of Attorney for admission & execution in favour of Mr. _____ on _____, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 4, at Sr. No. _____ on even date & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

ALL THAT PIECE AND PARCEL OF LAND bearing Survey/Khasra/Gat Nos. 241 P.S.K. 42, having an area of 6998.237 sq. mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur(Gramin) & District Nagpur & bounded as under:

ON THE EAST:	Road;
ON THE WEST:	Field Survey Nos. 253;
ON THE NORTH:	Field Survey Nos. 238;
ON THE SOUTH:	Nallah.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PLOT)

ALL THAT piece and parcel of land bearing **plot No.** __, out of the sanctioned layout known and styled as "**Kanika**", containing by admeasurements _____ **Sq. Mtrs.** being a portion of the entire land bearing Survey/Khasra No. 241, P.S.K. 42, having an area of 6998.237 sq. mtrs. of **Mouza Jamtha**, including all other easementary rights appurtenant and belonging thereto, situated at Village - Jamtha, Tahsil Nagpur(Gramin) & District Nagpur & bounded as under:

ON THE EAST:	**Plot No. __**
ON THE WEST:	**Plot No. __**
ON THE NORTH:	**Plot No. __**
ON THE SOUTH:	**Plot No. __**

IN WITNESSES WHEREOF, the parties hereto have signed this **AGREEMENT TO SALE** on the date, month, & year first written in the presence of following attesting witnesses.

<table>
<tr><td rowspan="3"><u>WITNESSES</u>

1) _____

2) _____</td><td></td><td></td><td>(SHRI. SURESH SHREEMOHAN BAJORIA)
OWNER/DEVELOPER</td></tr>
<tr><td></td><td></td><td>( )
<u>PURCHASER</u></td></tr>
<tr><td></td><td></td><td>( )
<u>PURCHASER</u></td></tr>
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MANNER OF PAYMENT

ANNEXURE – "A"

a. Rs. _____/- paid by the Purchaser vide IMPS/RTGS/NEFT, bearing no. _____, on dated _____,(receipt whereof the Owner doth hereby admit & acknowledge);

b. Rs. _____/- paid by the Purchaser vide IMPS/RTGS/NEFT, bearing no. _____, on dated _____,(receipt whereof the Owner doth hereby admit & acknowledge);

ANNEXURE – "B"

i. Rs. _____/- to be paid to Owner/Promoter on or before _____;

ii. Rs. _____/- to be paid to Owner/Promoter on or before _____;

iii. Rs. _____/- to be paid to Owner/Promoter on or before _____;

iv. Rs. _____/- to be paid to Owner/Promoter on or before _____;

v. Rs. _____/- to be paid to Owner/Promoter on or before _____;