AGREEMENT TO SALE

CONSIDERATION RS. _____/-

(RUPEES _____ ONLY)

MARKET VALUE RS._____/-

Samp Duty paid Rs. _____/-

Registration Fees paid Rs._____/-

"MANGALAM" , PLOT NO _____, adm about, _____Sq. Mtrs., Survey No. 81, total adm about 1.01 Hector R., **Mouza – Kapasi, Patwari Halka No. 20,** within the limits of Tahsil – Kamptee and District Nagpur, **before Sub-Registrar - Kamptee**

Item No. _____ Page No. _____, Rate Rs. _____/- Per Sq. Mtrs.,

THIS DEED OF **AGREEMENT TO SALE** is made and executed at **Kamptee,** District - Nagpur on this _____ day of _____2022;

BETWEEN

M/S MANGALAM, a Partnership Firm, bearing Registration No. NG000004581, having its office at Plot No. 124, Shop No. 8, Wadibhasme Complex, Opposite Central Bank of India, Umred Road, Nagpur (Rural), Nagpur – Maharashtra 441204, acting through Partner

1)**SMT NEHA W/O SHRAWAN NERKAR,**
Aged About _____Years, Occupation – _____
PAN NO**. _____** Mobile No. _____,
Adhar No. _____ R/o. Plot No. 48, Wihirgaon,
Umred Road, Wihirgaon, Nagpur (Rural),
Nagpur – Maharashtra 441204,

2) **SHRI SHRAWAN S/O RATNAKAR NERKAR**
Aged About _____Years, Occupation – _____
PAN NO**. _____** Mobile No. _____,
Adhar No. _____ R/o. Plot No. 48, Wihirgaon,
Umred Road, Wihirgaon, Nagpur (Rural),
Nagpur – Maharashtra 441204,

Hereinafter called as the **VENDOR/S** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR/S** as well as her Legal heirs, legal representative, executers, administrators & assigns of the **FIRST PART;**

AND

1)_____, Aged About _____ Years, Occupation – _____ **PAN NO. _____,** Mobile No. _____, Adhar No. _____. R/o._____. Hereinafter referred to as the **PURCHASER/S** which expression shall unless repugnant to the meaning shall always mean and include the said **PURCHASER/S**, as well as his legal heirs, legal representatives, administrators, executors, and assigns of the **SECOND PART;**

WHEREAS; the 'OWNERS', i.e., 1)**Smt Neha W/O Shrawan Nerkar,** & 2) **Shri Shrawan S/O Ratnakar Nerkar, are the absolute owner as per 7/12 EXTRACT, of** All that Piece and Parcel of land bearing Khasara/Survey No. 81, total admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur.

AND WHEREAS; the aforesaid owners have acquired title to the above like as follows

That All that Piece and Parcel of land bearing Khasara/Survey No. 81, total admeasuring about 1.52 Hector R., situated at **Mouza – Kapasi, Patwari Halka**

No. 20, Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur, initially belonged to

1) Shri Santosh Shankarrao Nare
2) Sau Manju Gomkar
3) Shantabai Ramchandra Lande
4) Shri Kisana Sampat Nare
5) Shri Kishor Sampat Nare
6) Sau Annapurne Umrao Hiwase
7) Sau Mirabai Kawaduji Susundre
8) Sau Pushpabai Laxmanrao Shahane.

That thereafter 1)Shri Santosh Shankarrao Nare

2)Sau Manju Gomkar

3)Shantabai Ramchandra Lande

4)Shri Kisana Sampat Nare

5)Shri Kishor Sampat Nare

6)Sau Annapurne Umrao Hiwase

7)Sau Mirabai Kawaduji Susundre

8)Sau Pushpabai Laxmanrao Shahane, sold the said land admeasuring about 1.01 Hector R., out of total land admeasuring about 1.52 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur, to Sau Shakuntala Harishchandra Waghate, by virtue of the Sale Deed dt. 20/09/2001, which is duly registered before the Sub-Registrar, Kamptee at Sr. No. 2104. As such Sau Shakuntala Harishchandra Waghate, became the owner of the said Property. And her name is duly mutated in the ferfar Patrak.

That Thereafter Sau Shakuntala Harishchandra Waghate sold the said land admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur, to 1)Shri Narsibhai Khajibhai @ Ravajibhai Patel,
2)Shri Chandulal Harilal Patel,
3)Shri Nilesh Ramjibhai Patel,

4) Shri Haresh Dayalal Patel, by virtue of the Sale Deed dt. . 08/04/2009, which is duly registered before the Sub Registrar, Kamptee at Sr. No. 1253. As such 1)Shri Narsibhai Khajibhai @ Ravajibhai Patel, 2)Shri Chandulal Harilal Patel, 3)Shri Nilesh Ramjibhai Patel, 4) Shri Haresh Dayalal Patel, became the owners of the said Property. And their names are duly mutated in the 7/12 Extract.

That Thereafter Power of Attorney is executed by 1)Shri Narsibhai Khajibhai @ Ravajibhai Patel, 2)Shri Chandulal Harilal Patel, 3)Shri Nilesh Ramjibhai Patel, in favour of Shri Haresh Dayalal Patel, vide on dt. 25/06/2021, which is duly registered before the Sub-Registrar, Nagpur - 8 at Sr. No. 3575.

That Thereafter 1)Shri Narsibhai Khajibhai @ Ravajibhai Patel, 2) Shri Haresh Dayalal Patel, 3) Shri Chandulal Harilal Patel, 4)Shri Nilesh Ramjibhai Patel, sold the said land Khasara/Survey No. 81, total admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur, to M/S MANGALAM, a Partnership Firm, acting through Partner Shri Shrawan Ratnakar Nerkar, by virtue of the Sale Deed dt. 23/07/2021, which is duly registered before the Sub-Registrar, Kamptee at Sr. No. 5656. As such M/S MANGALAM, a Partnership Firm, acting through Partner Shri Shrawan Ratnakar Nerkar, became the owners of the said Property. And its name is duly mutated in the 7/12 Extract.

It is observed that the said aforesaid land bearing Khasara/Survey No. 81, total admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, within the limits of Tahsil – Kamptee and District Nagpur, converted into Non – Agricultural Use by the Order passed by the Collector Nagpur, vide on dt. 21/02/2022, passed by Collector Nagpur, Passed in Rev. Case No. 121/NAP – 34/Mouza – Kapasi Bu/Kamptee/2021-22,

That the Layout Plan is duly sanctioned by the

_____

AND WHEREAS; the Nagpur Municipal Corporation, has also tentatively sanctioned the Layout plan, upon the above land vide agreement dated _____ and the land has been demarcated, consequent to which a final sanction, to the layout plan, has granted by the Nagpur _____/Municipal Corporation, on _____

AND WHEREAS; the Nagpur _____, vide its letter dated _____, has released the plots in the layout in favor of the 'OWNERS';

AND WHEREAS; the PURCHASER, Has approached to the VENDORS and show willingness to purchase PLOT NO _____, adm about, _____Sq. Mtrs., Survey No. 81, total adm about 1.01 Hector R., **Mouza – Kapasi, Patwari Halka No. 20,** within the limits of Tahsil – Kamptee and District Nagpur, and after detail negotiations with the VENDORS , the VENDORS has agreed to sale the same to the PURCHASER and PURCHASER has specifically agreed to purchased the same agreeing to pay, provide and contribute the entire cost of land as well as the cost of construction to the VENDORS on the following terms & conditions.

AND WHEREAS, the Vendor for the good and cogent reason decided to sell the said property and was in search of suitable Purchaser who shall pay reasonable consideration for it.

AND WHEREAS, the Purchaser approached the Vendor and expressed his desire and willingness to purchase the said property for the reasonable consideration and the Vendor agreed to sell the same to the Purchaser for a total consideration of Rs. _____/- (Rupees _____ Only) upon the terms and conditions agreed by and between the parties.

AND WHEREAS, the Purchaser is desirous of purchasing the above referred property which is specifically described in the Schedule Written hereunder free

from all encumbrances with heritable rights therein and the Vendor has agreed to sale the same having absolute title therein,

AND WHEREAS the VENDOR has agreed to sell PLOT NO _____, adm about, _____Sq. Mtrs., Survey No. 81, total adm about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** within the limits of Tahsil – Kamptee and District Nagpur, and more particularly described in the FIRST Schedule herein under written, purchase the same from the VENDOR upon the terms and condition contained hereunder.

NOW THEREFORE THIS AGREEMENT TO SALE WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES WHERETO AS FOLLOWS: -

1] THAT the Vendor will sale and the purchaser shall purchase that **THAT ALL THAT** PIECE & PARCEL OF THE LAND BEARING PLOT NO _____, adm about, _____Sq. Mtrs., Survey No. 81, total adm about 1.01 Hector R., **Mouza – Kapasi, Patwari Halka No. 20,** within the limits of Tahsil – Kamptee and District Nagpur,And the said property is specifically described in the Schedule written hereafter.

2] THAT total price agreed is Rs._____/- (Rupees _____ Only) which is to be paid in Following Manner.

MANNER OF PAYMENT

Rs_____ /-	(Rupees _____ Only) Paid by the purchaser to the vendor by Cheque dt. _____ bearing No. _____, Drawn on_____. The Receipt of which is acknowledged by the vendor.
Rs_____ /-	(Rupees _____ Only) Paid by the purchaser to the vendor by Cheque dt. _____ bearing No. _____, Drawn on_____. The Receipt of which is acknowledged by the

	vendor.
Rs. _____/-	**TOTAL _____ LACS ONLY**

THAT, the PURCHASER, shall pay the respective installments as stipulated hereinabove, strictly on the dates/stages mentioned above. It specifically understand and agreed by the PURCHASER, that the time so stipulated for payment of each installment is of ESSENCE OF CONTRACT, and consequently, therefore this agreement shall automatically stand terminated and cancelled immediately, if the PURCHASER shall not pay installment at the stage as mentioned above. It is specifically understood by the PURCHASER that no extension of time for payment of any installments shall be considered VENDORS/DEVELOPERS may extend this agreement at their own discretionary power upon the state at decided by Confirming Party and in the event of such termination/Cancellation of this agreement, the VENDOR/DEVELOPERS, shall be at full liberty to sale the said independent plot of land to any other intending purchaser without any further intimation or notice to the Prospective PURCHASER, and in such event the VENDORS/DEVELOPERS shall returned the amount received against Plot A/c from the Prospective Purchaser within the period of THREE MONTHS from the state on the termination/ Cancellation of this agreement after deducting liquidated damages from an amount of Rs. _____ (Rs. _____ only).

3] THAT the said property bearing PLOT NO. _____, adm about _____ Sq. Mtrs., hereby agreed to be sold is free from all encumbrances whatsoever.

4] THAT , the said Property is believed that shall be taken to be correctly described in the scheduled hereunder written and to be said is subject to all outgoing agreements, restrictions and rights of other co-owner of the said Layout known as **“MANGALAM”,** in the proposed Layout affecting the same and if any miss statement error or omission shall be discovered the same shall not annual this

contract/agreement nor shall any compensation he allowed in respect thereof the PURCHASER, but all the same such mis-statement, error or omission will always be subject to the correction by the parties hereto.

5] THAT, the VENDORS shall build the proposed Layout therein strictly in accordingly with the plan sanctioned by the Town Planning Authority Metro Region and No deviation shall be made in the sanction Plan.

6] THAT , the VENDORS has reserved his/its rights to revise the sanctioned plan subject to approved of the Metro Region.

7] THAT the PURCHASER has finally chosen to own and possess Plot No. _____, admeasuring about _____ Sq. Mtrs., of Proposed Layout to be thereon which is known as styled as **"MANGALAM ",** situated at Mouza – Kapasi, Patwari Halka No. 20, being a part & portion of the entire land bearing Kh. No. 81 (PART) within the limits of Tahsil – Kamptee and District Nagpur, and which is more particularly described in the scheduled hereunder written.

8] THAT , the VENDORS shall complete the said Plot chosen by the PURCHASER, and make it available for his/her occupation/possession at the time of Sale Deed, in vacant condition to the PURCHASER.

9] THAT, the VENDOR shall not deliver the actual physical and VACANT POSSESSION of the PLOT hereby agreed to be sold to the PURCHASER, until the entire consideration amount price of the PLOT as agreed by the PURCHASER.

10] THAT , the available of the open space and common facilities as may be provided in the said layout shall be common use of all the Plot Owners in the said Layout, which is known and styled as **"MANGALAM",** and shall always undivided and no partition of division of any part thereof will be effected or carried out by the PURCHASER, severally or jointly with any other independent Plot Owners without the consent of VENDORS.

11] THAT, the PURCHASER hereby specifically agreed with the VENDORS that even after his/her taking over the actual possession of the Plot chosen by him/her. He/She will not object or prevent or obstruct the VENDORS in any way in carrying on and completing the work of other Plot owners in the said "_____".

12] THAT the PURCHASER shall individually pay all Gram Panchyat Taxes, N.A. Assessment Charges, Development Charges, etc., as may be levied bon the Plot chosen by him/her effect from the date of Registration of the Sale Deed or from the date of his/her taking over actual physical possession thereof whichever may be earlier.

13] THAT the PURCHASER shall pay Non- Agricultural Assessment and Gram Panchayat Taxes and all other dues what so ever accruing payable in respect of his/her plot of land to the concerned authorities with effect from the date of the Registration of Sale Deed or from the date of Possession whichever is earlier onwards and shall always keep the VENDORS indemnified against such payments.

14] THAT, it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators to be appointed by the parties hereto. The arbitrators will have authority and power to (A) interpret the terms of this Agreement, (B) to settle the dispute in respect of Plot, etc. The parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators shall decide the same and the awards of Arbitrators shall be final and conclusive and binding on the parties hereto specifically agree not to approach any court of law or Consumer Dispute Redressal Forum/ Commission etc., without first availing the arbitration proceedings.

15] THAT, this agreement is subject to the jurisdiction of the Competent Civil Court at NAGPUR.

16] THAT, the PURCHASER shall pay the additional amount for the documentation charges for sanctioning loan facilities from any financial institutions.

17] THAT, the VENDOR has already obtain and provided all necessary documents and permission, i.e., 7/12 N.A. ORDER, Layout Plan, and any other documents as required under the prevalent laws for execution of Sale Deed in favour of the PURCHASER.

18] THAT, the VENDOR has made the PURCHASER fully aware of the subsequent notification issued by the Government of Maharashtra (Urban Development Department) dt. 31/08/2010 appointing Nagpur Improvement Trust, Nagpur, constituted under the Nagpur Improvement Trust, Act, 1936 (C.P. and Berar XXXVI of 1936) to be the special Planning Authority, and that now the said entire land situated at **Mouza – KAPASI**, falls with the notified area as mentioned in the said Notification . The PURCHASER undertakes and abides by all the regulations as well as development payments as may be applicable of said Planning authority.

19] THAT, all expenses towards Stamp Duty, Registration Charges, and incidental charges in respect of this present as well as for the Sale Deed be born and paid by the PURCHASER or his Nominees.

20] THAT, in this agreement the phrases used i.e., the VENDOR and PURCHASER shall besides themselves, include their legal heirs, legal representatives, agents assigns, or any person or person claiming through or under them respectively, unless repugnant to the context, thereof.

SCHEDULE OF PROPERTY

THAT ALL THAT PIECE AND PARCEL of land bearing Khasara/Survey No. 81, total admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, within the limits of Tahsil – Kamptee and District Nagpur, and the said property is bounded as under:-

Towards East : Khasara/ Survey No. 79
Towards West : Khasara/Survey No. 81, of Shri Marotrao Pande
Towards North : Khasara/Survey No. 93
Towards South : Khasara/Survey No. 82

THAT ALL THATB PIECE & PARCEL of the land bearing **Plot No. _____,** admeasuring about _____ Sq. Mtrs., i.e., _____ Sq. Fts., bearing Khasara/Survey No. 81, total admeasuring about 1.01 Hector R., situated at **Mouza – Kapasi, Patwari Halka No. 20,** Bhogwatdar Class – I, Khate Kramank 107, situated in the Layout known as **"MANGALAM**", within the limits of Tahsil – Kamptee and District Nagpur, and the said Plot is bounded as under:-

Towards East :
Towards West :
Towards North :
Towards South :

IN **WITNESSES WHEREOF** the **VENDOR** and the **PURCHASER** hereinabove named have hereto set their respective hands and signed this **AGREEMENT TO SALE** at Nagpur in the presence of the attesting witnesses signing as such on the day an year first above written.

M/S MANGALAM, a Partnership Firm,

1)**Smt Neha W/O Shrawan Nerkar**

VENDOR

M/S MANGALAM, a Partnership Firm,

2) **Shri Shrawan S/O Ratnakar Nerkar**

VENDOR

_____

PURCHASER

PURCHASER

WITNESSES: -

1. _____

2. _____