

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 **Shri RITESH S/o RADHESHYAM SHARMA**, (PAN ADKPS1845A), (AADHAR No. 627995480035), M-9373212877, (mail id : sharma.greenheaven@rediffmail.com), Age 47 years, Occupation – Business, resident of Post office Road, Gokulpeth, Nagpur-440010 AND **Mr. DILIP S/o GANPATRAO SAKHALE**, (Aadhar No. 560033648169), (PAN No. CTBPS2468A), Age about 61 years, Occu. Agriculturist, R/o. Plot No 18, Matorshree Nagar, Ward No 2, Wanadongri, Hingna, Nagpur 441110, Hereinafter all above jointly referred as **VENDORS**, Which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDORS, 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. 38, containing by admeasurements 1.62 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 11073, Rental Rs 6.12, Bhogwatdar Class right – 1 , within the limits of Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR, originally belonged to Mr Ganpat Shivram Sakhale, who purchased the said land from Shri Maroti Ramchandra Jambutkar on Dt 24.04.1979 by duly registered sale deed vide Sr No 2041. Lateron after sad demise of shri Ganpat Shivram Sakhale, on Dt. 29.09.2007, the said property was inherited as per registered will dated 29.03.2006 vide doc no 1540, by both sons Dilip Ganpatrav Sakhale and Prabhakar Ganpat Sakhale in equal own share. Mr Prabhakar Ganpat Sakhale, who lateron sold his entire share of Northern half portion of the total land in favor of Ritesh R Sharma by a sale Deed Dated 11.02.2022, which is duly registered in the Office of the Sub- Registrar, Hingna Nagpur in Book. No. 1 at Sr. Nos. 0701/2022 on dt. 11.02.2022. As a result therefore the Vendors have now became an exclusive, absolute and full owner of the aforesaid property admeasuring 1.62 with heritable and transferable rights therein; AND

WHEREAS, the competent authority Chief Executive Office, Nagar Parishad Wanadongri Sanctioned Final Residential Lay out on the aforesaid land under Maharashtra Gunthewari Vikas Adhiniyam 2021, vide order Dated 14.03.2022 vide order No. JK./NPW/NRV/ Bhu. Niyami./ 1376 after BinSheti mojanee by TLR Hingna, Nagpur after depositing development charges of Rs 11,36,058 on dated 09.03.2022. Vendors have applied for conversion of the aforesaid entire land bearing Kh. No. 38 for Non- Agricultural (Residential) Use at Tahsildar, Hingna, Nagpur and an order to that effect has been passed. AND

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. 38, containing by admeasurements 1.62 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 11073 and 14618, Rental Rs 6.13, 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. 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.
- (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".
- (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-2”, bearing Kh. No. 38, containing by admeasurements 1.62 H.R. of Mauza Wanadongri, P.S.K. 46, Khate No. 11073 and 14618, Rental Rs 6.13, 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

SHRI RITESH RADHESHYAM SHARMA

1) _____

SHRI DILIP GANPATRAO SAKHALE

PURCHASER

2) _____

Shri/Smt. _____