

AGREEMENT TO SELL FOR ` _____ /- ONLY

(RUPEES _____ ONLY)

MARKET VALUE ` _____ /- ONLY

THIS AGREEMENT TO SELL is made on this ___ Day of FEBRUARY, 2022 BETWEEN : **MANGALDEEP DEVELOPERS**, A Partnership Firm, having its Office at 38, Corporation Colony, Gandhi Nagar, Nagpur, (Income Tax PAN - ABOFM9590L) acting through its **Partners (1) MR. AJAY S/o SAKHARAM GEED**, Aged about 44 Years, Occupation – Business, (Aadhar No. 5711 3086 4003), (Mobile No. 7773913155) Resident of Plot No. 38, Near L.A.D. College, Corporation Colony, Gandhi Nagar, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR, **(2) MR. ABHISHEK S/o VIJAY INGLE**, Aged about 36 Years, Occupation - Business, (Aadhar No. 7998 4679 5821), (Mobile No. 9545310031) Resident of House No. M/683, Ingale Wada, Chandak Hospital, Darodkar Square, C.A. Road, Itwari, Nagpur, Pin Code No. 440032, Tahsil and District – NAGPUR, **(3) MR. WAMAN S/o BHAGWANJI JADHAO**, Aged about 51 Years, Occupation - Business, (Aadhar No. 5302 3490 2462), (Mobile No. 9673701428) Resident of Plot No. 12 D, Flat No. 401, Renuka Sai Apartment 3, Saraswati Vihar, Behind Tata Motors, Trimurti Nagar, Amravati, Pin Code No. 444601, Tahsil and District – AMRAVATI, **(4) MR. VISHNU S/o NARAYANRAO RATHOD**, Aged about 66 Years, Occupation - Business, (Aadhar No. 7646 6261 4477) Resident of Plot No. 17 A, Building No. B 209, Khare Town, Dharampeth, Nagpur, Pin Code No. 440010, Tahsil and District – NAGPUR, hereinafter called the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FIRM and its PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors & assignees of the ONE PART;

AND

MR. _____, Aged about _____ years, Occupation - _____, (Income Tax PAN – _____) (Aadhar No. _____) (Mobile No. _____) Resident of _____, Pin Code No. _____, Tahsil and District – NAGPUR, hereinafter called the **PURCHASER**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, ALL THAT Piece and Parcel of Land bearing Khasra No. 130 of MOUZA – PANJRI (Bu.), Patwari Halka No. 42, having an area of 2.89 Hectares R., Land Revenue Rs. 9.86/- Yearly, held in Occupancy Class – 1 Rights,

TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – PANJRI (Bu), within the limits of the Grampanchayat Panjri (Bu) in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Jagdamba Realtors Private Limited, having purchased the same by it from Mr. Vikram Ganpat Nagarale, by a Sale Deed Dated 26-07-2005, which is duly registered in the Office of the Joint Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 04674/2005 on 26-07-2005; AND

WHEREAS, Jagdamba Realtors Private Limited through its Director Mr. Vishal Nanaji Kondawar lateron transferred/sold the aforesaid property by way of sale to (1) Smt. Chandadevi Ramswarup Sarda, (2) Mrs. Veena Rajesh Sarda, by a Sale Deed Dated 04-10-2007, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 5819/2007 on 04-10-2007; AND

WHEREAS, (1) Smt. Chandadevi Ramswarup Sarda, (2) Mrs. Veena Rajesh Sarda lateron transferred/sold the aforesaid Khasra No. 130 of Mouza – PANJRI (Bu.), Patwari Halka No. 42, having an area of 2.89 Hectares R., Land Revenue Rs. 9.86/- Yearly, held in Occupancy Class – 1 Rights, Khate No. 333 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Bu), within the limits of the Grampanchayat Panjri (Bu) in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to Mangaldeep Developers acting through its Partners (1) Mr. Ajay Sakharam Geed, (2) Mr. Abhishek Vijay Ingle, (3) Mr. Waman Bhagwanji Jadhao, (4) Mr. Vishnu Narayanrao Rathod, by a Sale Deed Dated 07-01-2022, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 134/2022 on 07-01-2022; AND

WHEREAS, as a result therefore Mangaldeep Developers acting through its Partners (1) Mr. Ajay Sakharam Geed, (2) Mr. Abhishek Vijay Ingle, (3) Mr. Waman Bhagwanji Jadhao, (4) Mr. Vishnu Narayanrao Rathod has now become an exclusive, absolute and full owner of land admeasuring Khasra No. 130 having an total area of 2.89 Hectares R. with heritable and transferable rights therein and same is accordingly mutated in it's name in all records; AND

WHEREAS, Mangaldeep Developers lateron decided to develop the said Khasra No. 130 having an total area of 2.89 Hectares R. into a Residential Layout by carving out various Plots of different sizes therein. And accordingly they have prepared a layout of the said land by carving out various plots of different sizes therein and to be known and styled as **“MANGALDEEP CITY-3”** and the said layout is tentatively sanctioned and approved and recommended for Demarcation purpose by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur vide its Letter Dated 02-02-2021; AND

WHEREAS the Vendors have appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act (a) Architect : Mr. _____, and (b) Legal Advisor : Adv. Ashwin Patil; AND

WHEREAS, the Vendors has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No.** _____ Dated _____; AND

WHEREAS the Purchaser hereinabove named have satisfied himself in respect of the Vendors title to the said **Plot No.** _____ in the said layout as good, valid and marketable; AND

WHEREAS the Purchaser being desirous of owning a **Plot No.** _____ in the said layout for his Residential use in the said Layout on as is where is basis and after detailed negotiations the Vendors have agreed to sell the same to the Purchaser; AND

WHEREAS considering his request and after detailed negotiations the Vendors have now agreed to sell the **Plot No.** _____ to the Purchaser for a total consideration of _____/- (Rupees _____ Only) upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the VENDORS will SELL and the PURCHASER will BUY, the property comprising ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurements _____ **Sq. Mtrs. (i.e. _____ Sq. Ft.)** out of the layout known and styled as "**MANGALDEEP CITY-3**", being a portion of the entire land bearing Khasra No. 130 of **Mouza – PANJRI(Bu.)**, Patwari Halka No. 42 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Shankarpur, within the limits of the Grampanchayat Panjri (Bu.) in Tahsil - Nagpur (Rural) and District – NAGPUR (hereinafter called the "said property") and more particularly described in the schedule hereunder written.

(2) THAT, the total price agreed is _____/- (Rupees Twenty _____ Only) which the Purchaser has specifically agreed to pay to the Vendors in the following manner :-

MANNER OF PAYMENT:

/- (Rupees _____ Only) paid by the Purchaser to the Vendors by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof hereby acknowledge by the Vendors.

/- (Rupees _____ Only) agreed to be paid by the Purchaser to the Vendors within a period of ____ (____) Months from the date of this Agreement at the time of registration of Sale Deed.

/-(TOTAL RUPEES _____ ONLY)

(3) THAT the Vendors assures the Purchaser that the property hereby agreed to be sold is their separate and self acquired property belonging to them alone having acquired the same by them and that none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Grampanchayat Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendors upto the date of Registration of the Sale Deed.

(5) THAT the Vendors shall answer all the reasonable requisition on the title to be made by the Purchaser and shall establish good, valid and marketable title to the property hereby agreed to be sold.

(6) THAT the property hereby agreed to be sold 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, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(7) THAT the Purchaser specifically agreed that if any changes in the layout map suggested by the Development authority at the time of sanction of the layout and release of the plot then in such event such changes and area released by the development authority shall be binding on the Purchaser.

(8) THAT the Vendors shall deliver the actual physical possession of the Plot No. _____ hereby agreed to be sold to the Purchaser or his nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(9) THAT, the sale will be completed within _____ (_____) Months from the date of this Agreement, by the Vendors executing a proper Sale Deed relating to the aforesaid property hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by him and the Purchaser paying the balance sale consideration to the Vendors in the manner stipulated hereinabove.

(10) THAT the Vendors shall obtain Release Letter of the said Plot from the Nagpur Metropolitan Region Development Authority, Nagpur regarding the aforesaid proposed transaction of sale and has produced the same in Original at the time of Registration of the Sale Deed.

(11) THAT if the Vendors fails or neglects to fulfill and observe the obligations on his part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of his nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendors and in such event he will be liable to pay all costs and damages to the Purchaser.

(12) THAT the Vendors have delivered copies of all the Original/photocopy documents relating to the aforesaid property to the Purchaser at the time of execution of this agreement.

(13) THAT the Vendors do hereby assures/confirms to the Purchaser that they have not created any mortgage, lien, charge or interfere over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same.

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

(15) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the PURCHASER.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasurements _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) out of the layout known and styled as "MANGALDEEP CITY-3", being a portion of the entire land bearing Khasra No. 130 of Mouza – PANJRI(Bu.), Patwari Halka No. 42 and including

all other easementary rights appurtenant and belonging thereto, situated at Village –
Shankarpur, within the limits of the Grampanchayat Panjri (Bu.) in Tahsil - Nagpur
(Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	-	_____
ON THE WEST	-	_____
ON THE NORTH	-	_____
ON THE SOUTH	-	_____

IN WITNESS WHEREOF THE VENDORS and the PURCHASER hereinabove
named have hereto set their respective hands and signed this AGREEMENT TO SELL
at NAGPUR in presence of the attesting witnesses signing as such on the day first
above written.

Drafted by Adv. Ashwin Patil as per instructions of the parties hereto

WITNESSES:-

FOR MANGALDEEP DEVELOPERS

(1) _____

1)

(AJAY SAKHARAM GEED)

(2) _____

2)

(ABHISHEK VIJAY INGLE)

3)

(WAMAN BHAGWANJI JADHAO)

4)

(VISHNU NARAYANRAO RATHOD)

Partners

VENDORS(PURCHASER)