AGREEMENT TO SELL

(For Plot No. ____ Area _____ Square Meters,
in Kh No. 22/1, Mouza-Wanadongri, Hingna, Nagpur)

THIS AGREEMENT TO SELL is made and executed at Nagpur on this ..... day of ..... 2022 BY AND BETWEEN:

SHRI. RITESH S/o RADHESHYAM SHARMA, Aged about 48 Years, Occupation – Agriculturist & Business, (PAN ADKPS1845A, AADHAR UID 6279 9548 0035, Mobile 9373212877), here-in-after known and referred to as the "**SELLER / PROMOTER**" which expression shall unless repugnant to the context or meaning thereof, always means and include the said "**SELLER / PROMOTER**, as well as, its heirs, legal Representatives, Executors, administrators, Successors and assignees of the **ONE PART.**

AND

SHRI. _____,
Aged about ____ Years, Occupation – _____,
Income Tax Permanent Account No. _____, Cell No. _____,
Aadhar Unique Identity No. _____,
Resident of: - _____,
_____.

Hereinafter for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S, which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees) of the SECOND PART.

	WHEREAS:
A	**DESCRIPTION OF THE PLOT OF LAND:-**

	WHEREAS, the SELLER/PROMOTER is the sole and exclusive owner of non-agricultural Land bearing Survey Nos. 22/1 of MOUZA – WANADONGRI, Patwari Halka No. 46, having a total area of 1.62 Hectares (16200 Sq. Mtrs.), held in Occupancy Class - I Rights, situated at Village-Wanadongri, within the limits of Nagar Parishad Wanadongri, in Tahsil – HIngna and District – NAGPUR; AND **KH. NO. 22** WHEREAS ALL THAT Piece and parcel of Agricultural land bearing Khasra No. 22 of Mouza – Wanadongri, P.S.K. 46, having a total area of 2.95 Hectares, Rental Rs. 15.81 Yearly, held in Class – 1 Rights, including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, Village – WANADONGRI in Tahsil – Hingna and District – NAGPUR, Originally belonged to Vasanta Anandrao Shahakar , being his separate ancestral property as a recorded owner thereof; AND WHEREAS the aforesaid Shri. Vasanta Anandrao Shahakar, left for heavenly abode on 12.06.2018 and consequent upon his sad demise, his aforesaid property devolved upon his widow Smt Vidya Vasantrao Shahakar , only son Shri Amit Vasantrao Shahakar and two married daughters namely (i) Smt Shilpa Prashant Lokhande and (ii) Smt Madhur Mehar Sharma jointly by way of intestate succession being the only legal heirs of the deceased and the same is duly recorded in the revenue records vide Ferfar Entry No 12358 on Dt 06.03.2019; AND WHEREAS the aforesaid Smt. Vidya Vasantrao Shahakar and other 3, lateron transferred the Northern Portion of Kh. No. 22, having an area of 1.62 Hecters in favour of Shri. Ritesh Radheshyam Sharma, by a Sale Deed Dated 29.10.2021, which is duly registered at the Office of the Sub-Registrar Hingna, Nagpur in Book No. 1 at Sr. No. 7081 on even date. The said portion is subsequently identified as Kh. No. 22/1; AND As a result therefore the aforesaid Seller/Promoter have now become an exclusive, absolute and full owner of the aforesaid Non-agriculture land comprising Kh. Nos. 22/1, of Mouza – Wanadongri, having a total area of 1.62 Hectors (16200.00 Sq. Mtrs.) with heritable and transferable rights therein. and same is accordingly recorded in the Revenue Record; AND
	The aforesaid land of Khasra / Gat No. 22/1 of Mouza – Wanadongri are converted for Non Agricultural (Residential) Use by the Tahsildar, Hingna.
	The Chief Executive Officer, Nagar Parishad Wanadongri, competent Development Authority, Nagpur has Finally approved and regularized the layout Plan of said land under Maharashtra Gunthewari Development Scheme vide its Letter No. N.P.W./N.R.V./Bhu.Niyami./1298 Dated 24-02-2022.
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as **“NARMADA VIHAR-3”** is duly register with the said Authority vide Registration No. **P_____ dated __-__-2022**.
B	**TITLE CERTIFICATE:**
	The title of the Seller is duly verified through their Advocate Mr. Kaushik A. Pujari and has certified that the title of the present Seller is clean, clear and free from all

	encumbrance, with ample right of development of the said property, and sale of the Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as **Annexure "D".**
C	**EXCLUSIVE RIGHT TO SELL:**
	In the circumstances, the Seller has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Seller has applied for, and is granted due registration under the provisions of the Real Estate [Regulation and Development] Act, 2017, and the same is attached hereto as **Annexure "C"**
D	**PURCHASER AGREES TO ACQUIRE:**
	The Purchaser, after satisfying himself as regards the title of the Seller to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure "D". and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No.** _____ as specified in Schedule A written hereinafter [hereinafter for the sake of brevity referred to as the **"said Plot"**]. The Purchaser/s has/have agreed to acquire **Plot No. ____,** admeasuring about _____ **Square Meters. (_____ Sq. ft.)**, at or for the consideration and on the terms and conditions set out hereinafter; the said **Plot No.** ____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the **Schedule "B"** hereunder written and marked in Red on the Plan **Annexure "B"**.
E	**INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS :**
	The Purchaser/s has/ have demanded from the Seller and the Seller have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment, Sanctioned and approved layout map, in respect of the said Plot, hereby agreed to be sold and the common areas are available and provided as per norms.
F	**INDEPENDENT VERIFICATION OF TITLE BY PURCHASER :**
	The Purchaser/s has/have, before the execution hereof, had the title of the Seller thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances, and is clear and marketable.
G	**CONSIDERATION:**
	After being satisfied with the Title as above, the Purchaser herein made an offer to the Seller herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of **Rs. _____/- (Rupees _____ Only),** being the Booking amount (max 10% of total consideration amount), to be adjusted against the part payment out of the lump sum total **Sale-price of Rs. _____/- (Rupees _____ Only)** against and in consideration of the said Plot agreed to be sold by the Seller to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Seller hereby admit and acknowledge. The Purchaser has agreed to pay to the Seller , in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule "C"** hereunder written, and which payment is deemed to be the essence of these presents;

	NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-
1	**PURCHASE AND SALE OF THE PLOT:**
1.1	The Purchaser/s has/have agreed to acquire and Seller has agreed to sell the said Open **Plot No. _____ admeasuring _____ Square Meters. (_____ Sq. ft.)**, and the right to construct thereon, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule A and specified in Plan Schedule B hereunder written:
1.2	The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the land parcel with basic facilities that are required to be provided as per the norms for plot and mentioned in the sanction letter.
2	**CONSIDERATION:**
2.1	**LUMP SUM CONSIDERATION AND EXCLUSIONS:**
	As mentioned above, the Seller herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Seller the said open Plot at or for the mutually agreed lump sum consideration of **Rs. _____/- (Rupees _____ Only)** and the Purchaser shall make the payment of the same in the name of **"**RITESH RADHESHYAM SHARMA" or such other name as may be specified from time to time by the Seller; and the said consideration amount is excluding expenses for stamp duty and registration fees, ALL other taxes, expenses, etc., and also all the other outgoings as mentioned heroin below which will be paid by the Purchaser/s separately as agreed and specified. The Allottee/Purchaser hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter of installment by the Seller. In case of any delay beyond a period of 15 days, then interest charges as per Rules mentioned more particularly in allotment letter will be applicable. Without prejudice to the right of the Seller to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned **Schedule C** then the Seller shall serve a notice of 15 days in writing to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Seller within a period of 15 days, then the Seller shall be entitled to terminate this Agreement and deducting therefrom Statutory deductions as may be applicable and the balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Seller is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
2.2	**TIME PERIOD FOR POSSESSION:**
	The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Seller within a period of 6 Month from the date of this Agreement, on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within a period of 7 (Seven days) from the date of sale deed / receipt of written notice by complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule.
2.3	**DELAY IN HANDING OVER POSSESSION BY SELLER:**

	It is agreed between the parties hereto that if the Seller fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Seller and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Seller shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.
3	**MAINTENANCE OF THE PLOT/LAYOUT:**
	Commencing the week alter Notice in writing is given by the Seller to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Seller, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Seller, charges for common service if any.
4	**FORMATION OF FINAL BODY OF PURCHASERS :**
	It is agreed that the ALLOTTEE/PURCHASER/S shall if required will become member of the society and or association for carrying out the management of the said entire Lay-out and shall abide by the rules and regulation framed thereon. It is also agreed that the PURCHASER/S shall contribute for MEMEBERSHIP ENTRY FEES AND maintenance ANNUAL CHARGES which shall be used for day to day maintenance of the said Lay-out.
5	**NO RIGHTS TO DEMAND SUB-DIVISION:**
	The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.
6	**UNSOLD PLOTS:**
	The Seller/s hold the right to sell the unsold plots to third party as and when the demand for such plots arise; in the case where the third party is not ready to purchase the said plots then the seller/s will be owner/s of the said plots. These plot/s shall only be sold by the discretion of seller/s.
7	**REPRESENTATIONS AND WARRANTIES OF THE SELLER :**
	The Seller hereby represents and warrants to the Allottee/Purchaser as follows:- (a) The Seller has clear and marketable title with respect to the project land/Plot, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project. The Seller has also obtained the necessary N.A. permission from competent authority; (b) The Seller has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

	(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report; (d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory order for transfer of the plot. (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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 to the Project, project land shall be obtained by following due process of law and the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, common areas; (f) The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected; (g) The Seller has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement; (h) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Plot To the Allottee in the manner contemplated in this Agreement; (i) The Sellers have 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 outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the said plots are acquired by the Purchaser/s i.e. after the possession / sale deed it would the responsibility of the Purchaser/s to pay the statuary dues and taxes, and the seller/s won't be liable if the dues and taxes are not paid post the sale deed/ possession of the said land. (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 of the said property) has been received or served upon the Seller in respect of the project land and/or the Project except those disclosed in the title report. (k) The Seller shall obtain all such insurance as may be notified by the Government of Maharashtra: (l) Clear Title of land as a part of real estate project.
8	**PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES:**
	It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and Sale Deed and all documents executed by the Seller pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Sale, which may be executed by the Seller in favour of all Plot purchasers in the said project.
9	**ENTIRE AGREEMENT :**
	This Agreement, along with its schedules and annexures, constitutes the entire

	Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.
10	**FURTHER ASSURANCES:**
	Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions 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.
11	**ADDRESS FOR COMMUNICATION / NOTICE:**
	That all notices to be served on the Allottee/Purchaser and the Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Seller by Registered Post A.D and notified Email lD/Under Certificate of Posting at their respective addresses specified below : **Name of Allottee/Purchaser : _____** (**Both Allotlee's Address) : _____** **_____** **_____** **Seller Name : Ritesh Radheshyam Sharma,** **(Seller'sAddress) : 17, Corporation Market, Gokulpeth, Nagpur, 440010** **Notified Email lD : sharma.greenheaven@rediffmail.com** M - 9373212877 It shall be the duty of the Allottee and the Seller to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Seller or the Allottee, as the case may be.
12	**DISPUTE RESOLUTION:**
	Any dispute between parties shall be settled amicably by following conciliation proceedings. ln case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
13	**GOVERNING LAW :**
	That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur Courts within whose local limits the property is situated will have the jurisdiction for this Agreement.
	SCHEDULE – A **(SAID ENTIRE PROJECT LAND)**
	ALL THAT Piece and Parcel of Land bearing **Khasra/Gat No. 22/1** having an area of **1.62 Hectares**, Rental Rs. 8.68 Yearly, of **MOUZA – Wanadongri, P.S.K. 46,** held in Bhogwatdar Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses, Path Way and all other easementary rights appurtenant and

belonging thereto, situated at **Village – Wanadongri,** within the limits of the **Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR** and bounded as under –

ON THE EAST	**:**	**BY SURVEY/KHASRA NO. 20 & 26,**
ON THE WEST	**:**	**BY SURVEY/KHASRA NO. 37-A,**
ON THE NORTH	**:**	**BY SURVEY/KHASRA NO. 23 & 25**
ON THE SOUTH	**:**	**SURVEY/KHASRA NO. 22 remaining portion**

SCHEDULE – B

(SAID PLOT)

ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurement _____ **Square Meters. (**_____ **Sq. ft.)** out of the sanctioned layout carved on the land bearing Khasra/Survey/ Gut No. 22/1 of MOUZA – WANADONGRI, P.S.K. 46, held in Occupancy Class-1 Rights, situated at Village – Wanadongri, within the limits of the Nagar Parishad Wanadongri in Tahsil – Hingna and District – NAGPUR and lay out known and styled as **"NARMADA VIHAR-3"**, and the said Plot is bounded as under –

ON THE EAST	**-**	**_____,**
ON THE WEST	**-**	**_____,**
ON THE NORTH	**-**	**_____,**
ON THE SOUTH	**-**	**_____.**

SCHEDULE-C

(PAYMENT SCHEDULE)

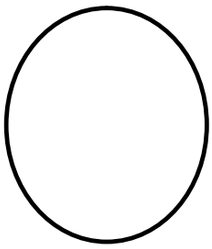
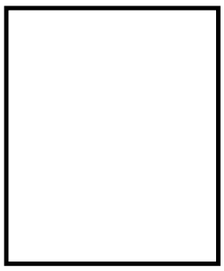
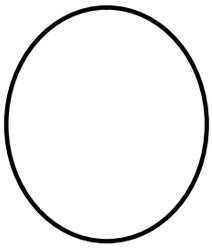
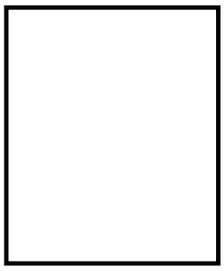
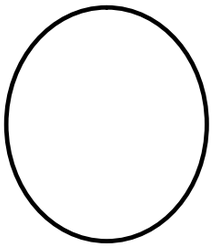
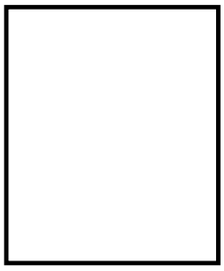
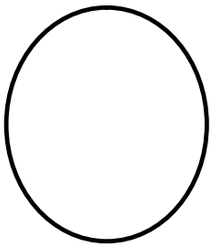
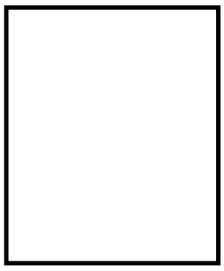
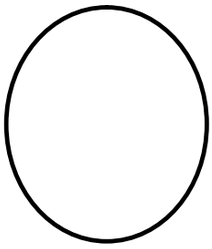
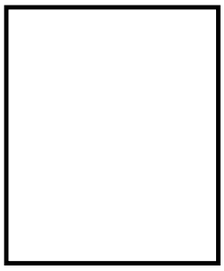
Rs. _____=00 (Rupees _____ Only) paid by the Purchaser to the Vendor/Promoter as Booking amount by Cheque No. _____ dated _____ drawn _____, at the time of Booking/ Agreement, the receipt whereof is hereby acknowledged by the Vendor/Promoter.

Rs. _____=00 (Rupees _____ Only) paid by the Purchaser to the Vendor/Promoter as Part Payment by Cheque No. _____ dated _____ drawn _____, the receipt whereof is hereby acknowledged by the Vendor/Promoter.

Rs. _____=00 (Rupees _____Only) agreed to be paid by the Purchaser to the Vendor on or before _____ at the time of registration of Sale Deed or possession whichever is earlier.

Rs. _____=00 (TOTAL RUPEES _____ ONLY).

IN WITNESS WHEREOF the SELLER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL 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 Only for KH.NO. **22/1** (NARMADA VIHAR-3) PLOT NO. ___.

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(RITESH RADHESHYAM SHARMA) SELLER/PROMOTER
02			1) (_____)
03			2) (_____) ALLOTTEES/ PURCHASERS
WITNESSES:-			
I			_____ WITNESS NO. 1
II			_____ WITNESS NO. 2