# AGREEMENT TO SELL FOR RS. ONLY

# (RUPEES ONLY)

# READY RECKONER VALUE RS. ONLY

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

**SHRI ANJANEYA DEVELOPERS PRIVATE LIMITED,** a Company duly Incorporated under the Companies Act, 1956, having its Office at M-27, Second Floor, K.K. Business Plaza, Central Bazar Road, Ramdaspeth, Nagpur-440010, Income Tax PAN AAUPA8926B and acting through its Authorised Signatory **SHRI. ANIL S/o SHAMRAOJI ASHTANKAR,** Aged about 56 years, Occupation - Business, AADHAR UID **5952 9421 0062**, Mobile No. 9822200242 Resident of 813-F, Dandige Layout, Shankar Nagar, Nagpur-440010, Tahsil & District – NAGPUR, (Authorised vide Board Resolution dated 17-07-2020), hereinafter called the **"VENDOR / PROMOTER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"COMPANY"** and its **"DIRECTORS",** as well as, its, legal representatives, executors, administrators liquidators and assigns of the ONE PART**.**

**IN FAVOUR OF**

Contd. …

**SHRI** _____**,** Aged about _____ years, Occupation – Service / Business, (PAN _____, UID _____), Resident of _____, here-in-after known and referred to as the "**ALLOTTEE/PURCHASER/S**" which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "**ALLOTTEE/PURCHASER/S**" as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the **OTHER PART.**

**A. DESCRIPTION OF THE LAND & PROPERTY:-**

THAT, the SELLER/PROMOTER is the sole and exclusive owner of ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 117, 118, 119/2, 125, 126, 127/1, 134/1, 134/2, 135 and 139 of MOUZA – WARANGA, Patwari Halka No. 41, having a total area of 14.79 Hectares, (i.e. 14790 Sq. Mtrs.), held in Occupancy Class - I Rights, including all other easementary rights appurtenant and belonging thereto, situated at Waranga within the limits of Nagpur Metropolitan Region in Tahsil – Nagpur (Rural) and District – NAGPUR;

**KHASRA NOS. 117 & 139**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 117** of MOUZA – WARANGA, P.S.K. 74, having an area of 1.22 Hectare, Rental Rs. 2.65 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Namdeo Shamrao Satpute, (ii) Shri. Vasanta Shamrao Satpute, (iii) Shri. Ashok Shamrao Satpute, (iv) Shri. Gopal Shamrao Satpute, (v) Shri. Bhaiyya Shamrao Satpute, (vi) Smt. Kamlabai Santoshrao Bende, (vii) Smt. Vimlabai Shamrao Zade and (viii) Smt. Sundarbai Shamrao Satpute, as recorded owners thereof.

**(ii)** THAT, the aforesaid (i) Shri. Namdeo Shamrao Satpute, (ii) Shri. Vasanta Shamrao Satpute, (iii) Shri. Ashok Shamrao Satpute, (iv) Shri. Gopal Shamrao Satpute, (v) Shri. Bhaiyya Shamrao Satpute, (vi) Smt. Kamlabai Santoshrao Bende, (vii) Smt. Vimlabai Shamrao Zade and (viii) Smt. Sundarbai Shamrao Satpute lateron jointly transferred/sold the aforesaid property in favour of Shri. Vyankatesh Tryambakrao Kunawar, by a Sale Deed Dated 14-03-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1582 on even date and the said Deed is duly signed by Ved Associates through its Partner Shri. Dheeraj Mohan Jaiswal in the capacity of Consentor.

(iii) THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 139** of MOUZA – WARANGA, P.S.K. 74, having an area of 1.21 Hectare, Rental Rs. 2.60 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Umarao Hiraman Satpute, (ii) Smt. Kausalyabai Laxman Gaidhane, (iii) Shri. Namdeo Shamrao Satpute, (iv) Shri. Vasanta Shamrao Satpute, (v) Shri. Ashok Shamrao Satpute, (vi) Shri. Gopal Shamrao Satpute, (vii) Shri. Bhaiyya Shamrao Satpute, (viii) Smt. Kamlabai Santoshrao Bende, (ix) Smt. Vimlabai Shamrao Zade and (x) Smt. Sundarbai Shamrao Satpute, being their joint property.

(iv) THAT, the aforesaid to (i) Shri. Umarao Hiraman Satpute, (ii) Smt. Kausalyabai Laxman Gaidhane, (iii) Shri. Namdeo Shamrao Satpute, (iv) Shri. Vasanta Shamrao

Satpute, (v) Shri. Ashok Shamrao Satpute, (vi) Shri. Gopal Shamrao Satpute, (vii) Shri. Bhaiyya Shamrao Satpute, (viii) Smt. Kamlabai Santoshrao Bende, (ix) Smt. Vimlabai Shamrao Zade and (x) Smt. Sundarbai Shamrao Satpute, lateron jointly transferred/sold the aforesaid property in favour of Shri. Vyankatesh Tryambakrao Kunawar, by a Sale Deed Dated 14-03-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1583 on even date.

(v) THAT, the aforesaid Shri. Vyankatesh Tryambakrao Kunawar lateron in his turn transferred the aforesaid properties comprising Khasra Nos. 117 and 139 of Mouza – Waranga having an area of 1.22 Hectares and 1.21 Hectares respectively, both held in Bhogwatdar Class-1 Rights, situated at Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to **Shri Anjaneya Developers Private Limited,** by a Sale Deed Dated 31-03-2022, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 4536 on 10-08-2022.

(vi) THAT by a Sale Deed Dated 31-03-2022, Which is adjudicated by the Collector of Stamps, Nagpur City vide Adj. Case No. 28/2022 on 02-03-2022 and Full Stamp Duty of Rs. 21,83,250/- which is paid vide e-Challan No. MH015932645202122E dated 31-03-2022, and registered at the Office of Sub Registrar Nagpur-4, in Book No. 1 at Sr. No. 4535 on 10-08-2002,

**KHASRA NOS. 118 & 135**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 118** of MOUZA – WARANGA, P.S.K. 74, having an area of 2.43 Hectare, Rental Rs. 5.25 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Dnyaneaswar Ramchandra Satpute, (ii) Shri. Ramesh Ramchandra Satpute, (iii) Shri. Madhukar Ramchandra Satpute, (iv) Smt. Devakabai Ramchandra Satpute and (v) Smt. Umabai V. Ramchandra Satpute, being their joint property; AND

**(ii)** THAT the aforesaid (i) Shri. Dnyaneaswar Ramchandra Satpute, (ii) Shri. Ramesh Ramchandra Satpute, (iii) Shri. Madhukar Ramchandra Satpute, (iv) Smt. Devakabai Ramchandra Satpute and (v) Smt. Umabai V. Ramchandra Satpute executed General Power of Attorney in favour of Shri. Satyanarayan Omprakash Agrawal on 18-05-2007, which is duly registered at the Sub-Registrar-Nagpur-10 (Rural) in Book No. 1 at Sr. No. 2133 on even date; AND

**(iii)** THAT, the aforesaid (i) Shri. Dnyaneaswar Ramchandra Satpute, (ii) Shri. Ramesh Ramchandra Satpute, (iii) Shri. Madhukar Ramchandra Satpute, (iv) Smt. Devakabai Ramchandra Satpute and (v) Smt. Umabai V. Ramchandra Satpute lateron jointly transferred/sold the aforesaid property in favour of M/s. Ganapati Builders and Developer, by a Sale Deed Dated 26-06-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 2876 on even date.

**(iv)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 135** of MOUZA – WARANGA, P.S.K. 74, having an area of 1.42 Hectare, Rental Rs. 4.33 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Sanjay Punaji Farkade, (ii) Shri. Prashant Vinayakrao Bharti and (iii) Shri. Dheeraj Mohan Jaiswal, being their joint property.

**(v)** THAT, the aforesaid (i) Shri. Sanjay Punaji Farkade, (ii) Shri. Prashant Vinayakrao Bharti and (iii) Shri. Dheeraj Mohan Jaiswal, lateron jointly transferred/sold the aforesaid property in favour of M/s. Ganapati Builders and Developers, by a Sale Deed Dated 06-12-2006, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 6832 on even date.

**(vi)** THAT, the aforesaid M/s. Ganpati Builders and Developers lateron in its turn transferred the aforesaid properties comprising Khasra Nos. 118 and 135 of Mouza – Waranga having an area of 2.43 Hectares and 1.42 Hectares respectively, both held in Bhogwatdar Class-1 Rights, situated at Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to **Shri Anjaneya Developers Private Limited,** by a Sale Deed Dated 31-03-2022, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 4535 on 10-08-2022.

**KHASRA NO. 119/2**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 119/2 of MOUZA – WARANGA, P.S.K. 74, having a total area of 1.42 Hectare, Rental Rs. 3.98 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Dhiran Dondaba Madavi, being his separate property, having acquired the same by him by virtue of Partition Deed.

**(ii)** THAT, the aforesaid Shri. Dhiran Dondaba Madavi lateron transferred the aforesaid property by way of Sale to Shri. Vinod Ramesh Dongre, by a Sale Deed Dated 31-12-2012, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7in Book No. 1 at Sr. No. 510 on 23-01-2013. The said Sale Deed is duly Consented by the said Mrs. Mamta Diran Madavi, Mrs. Nirmala Laxman Parteki, Mrs. Sushila Sukhlal Warthi, Mrs. Ushamta Narayan Tekam, Smt. Nalubai Madhukar Kidhram and Mrs. Niranjana Hansraj Sahkate, as a Consentor Capacity.

**(iii)** THAT, the aforesaid Shri. Vinod Ramesh Dongre lateron transferred/sold the aforesaid property comprising Khasra No. 119/2 of Mouza – Waranga having an area of 1.42 Hectares, held in Bhogwatdar Class-1 Rights, situated at Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR in favour of **Shri Anjaneya Developers Private Limited,** by a Sale Deed Dated 22-03-2022, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 1644 on even date.

**KHASRA NO. 125**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 125 of MOUZA – WARANGA, P.S.K. 74, having an area of 3.29 Hectare, Rental Rs. 4.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Umarao Hiraman Satpute, (ii) Smt. Kausalyabai Laxman Gaydhane, (iii) Shri. Namdeo Shamrao Satpute, (iv) Shri. Vasanta Shamrao Satpute, (v) Shri. Ashok Shamrao Satpute, (vi) Shri. Gopal Shamrao Satpute, (vii) Shri. Bhaiyya Shamrao Satpute, (viii) Smt. Kamlabai Santoshrao Bende, (ix) Smt. Vimlabai Shamrao Zade and (x) Smt. Sunderbai Shamrao Satpute, as recorded owners thereof.

**(ii)** THAT, the (i) Shri. Umarao Hiraman Satpute, (ii) Smt. Kausalyabai Laxman Gaydhane, (iii) Shri. Namdeo Shamrao Satpute, (iv) Shri. Vasanta Shamrao Satpute, (v) Shri. Ashok Shamrao Satpute, (vi) Shri. Gopal Shamrao Satpute, (vii) Shri. Bhaiyya Shamrao Satpute, (viii) Smt. Kamlabai Santoshrao Bende, (ix) Smt. Vimlabai Shamrao Zade and (x) Smt. Sunderbai Shamrao Satpute, lateron jointly transferred/sold the aforesaid property in favour of Shri. Diwakar Sambhashiv Yamsanwar, by a Sale Deed Dated 14-03-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 1612 on even date and the said Deed is duly signed by Ved Associates through its Partner Shri. Dheeraj Mohan Jaiswal in the capacity of the Consentor.

**(iii)** THAT, the aforesaid Shri. Diwakar Sambhashiv Yamsanwar lateron executed General Power of Attorney on 08-02-2006 thereby appoint Shri. Umesh Sadashiv Thakre as his duly Constituted Attorney to execute the Sale Deed. The said General Power of Attorney is duly registered at the Sub-Registrar-Ghatanji in Book No. 4 at Sr. No. 137 on even date.

**(iv)** THAT, the aforesaid Shri. Diwakar Sambhashiv Yamsanwar lateron in his turn transferred/sold the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 125of MOUZA – WARANGA, P.S.K. 74, having an area of 3.29 Hectare, Rental Rs. 4.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR in favour of (i) Shri. Vyankatesh Trimbakrao Kunawar, (ii) Shri. Chandrakant Bhauraoji Padmawar, (iii) Shri. Atul Manoharrao Yamsanwar and (iv) Shri. Neelesh Gajananrao Chandawar, by a Sale Deed dated 05-03-2021, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4906 on 17-03-2021.

**KHASRA NO. 126**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 126 of MOUZA – WARANGA, P.S.K. 74, having an area of 1.42 Hectare, Rental Rs. 5.75 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Umarao Hiraman Satpute, being his separate property.

**(ii)** THAT, the aforesaid Shri. Umarao Hiraman Satpute lateron transferred/sold the aforesaid property in favour of Shri. Diwakar Sambhashiv Yamsanwar, by a Sale Deed Dated 14-03-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 1611 on even date and the said Deed is duly signed by Ved Associates through its Partner Shri. Dheeraj Mohan Jaiswal in the capacity of the Consentor.

**(iii)** THAT, the aforesaid Shri. Diwakar Sambhashiv Yamsanwar lateron executed General Power of Attorney in favour of Shri. Umesh Sadashiv Thakre on 08-02-2006, which is duly registered at the Sub-Registrar-Ghatanji in Book No. 4 at Sr. No. 137 on even date;

**(iv)** THAT, the aforesaid Shri. Diwakar Sambhashiv Yamsanwar lateron in his turn transferred/sold the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 126 of MOUZA – WARANGA, P.S.K. 74, having an area of 1.42 Hectare, Rental Rs. 5.75 Yearly, held in Occupancy Class-1 Rights, including all kinds of

Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR in favour of (i) Shri. Atul Manoharrao Yamsanwar (ii) Shri. Chandrakant Bhauraoji Padmawar, (iii) Shri. Neelesh Gajananrao Chandawar and (iv) Shri. Vyankatesh Trimbakrao Kunawar, by a Sale Deed dated 05-03-2021, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4907 on 17-03-2021.

**(v)** THAT, the aforesaid (i) Shri. Atul Manoharrao Yamsanwar (ii) Shri. Chandrakant Bhauraoji Padmawar, (iii) Shri. Neelesh Gajananrao Chandawar and (iv) Shri. Vyankatesh Trimbakrao Kunawar lateron transferred/sold the aforesaid property comprising Khasra Nos. 125 & 126 of Mouza – Waranga having an area of 3.29 hectares and 1.42 Hectares respectively, held in Bhogwatdar Class-1 Rights, situated at Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR in favour of **Shri Anjaneya Developers Private Limited,** by a Sale Deed Dated 22-02-2022, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 1039 on even date.

**KHASRA NOS. 134/1 & 134/2**

**(i)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 134/1** of MOUZA – WARANGA, P.S.K. 74, having an area of 0.81 Hectare, Rental Rs. 2.38 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to (i) Shri. Dhanaraj Sheshrao Dabhekar, (ii) Shri. Ashok Sheshrao Dabhekar, (iii) Mrs. Kusum Manohar Shende, (iv) Smt. Sindu Chandrabhan Bagde and (v) Smt. Manjulabai Sheshrao Dabhekar, as a recorded owners thereof.

**(ii)** THAT, the aforesaid (i) Shri. Dhanaraj Sheshrao Dabhekar, (ii) Shri. Ashok Sheshrao Dabhekar, (iii) Mrs. Kusum Manohar Shende, (iv) Smt. Sindu Chandrabhan Bagde and (v) Smt. Manjulabai Sheshrao Dabhekar, lateron jointly transferred/sold the aforesaid property in favour of M/s. Ganapati Builders and Developers, by a Sale Deed Dated 02-03-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1326 on even date and the said Deed is duly signed by Ved Associates through its Partner Shri. Dheeraj Mohan Jaiswal in the capacity of the Consentor.

**(iii)** THAT, ALL THAT Piece and Parcel of Agricultural land bearing **Khasra No. 134/2** of MOUZA – WARANGA, P.S.K. 74, having an area of 0.74 Hectare, Rental Rs. 2.00 Yearly, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Girdhar Pujaram Waghmare, being his separate property; AND

**(iv)** THAT, the aforesaid Shri. Girdhar Pujaram Waghmare lateron jointly transferred/sold the aforesaid property in favour of M/s. Ganapati Builders and Developers, by a Sale Deed Dated 12-02-2007, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 0609 on even date and the said Deed is duly signed by Ved Associates through its Partner Shri. Dheeraj Mohan Jaiswal in the capacity of the Consentor.

**(v)** THAT, the aforesaid M/s. Ganpati Builders and Developers lateron in its turn transferred the aforesaid properties comprising Khasra Nos. 134/1 and 134/2 of Mouza – Waranga having an area of 0.81 Hectares and 0.74 Hectares respectively, both held in Bhogwatdar Class-1 Rights, situated at Waranga in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to **Shri Anjaneya Developers Private Limited,** by a Sale Deed Dated 22-02-2022, which is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 1040 on even date and the same is also accordingly mutated in the Revenue Records vide Ferfar Entry No. 1248 dated 19-04-2022.

As a result therefore the said **SHRI ANJANEYA DEVELOPERS PRIVATE LIMITED, the VENDOR/PROMOTER named hereinabove** has now become an exclusive, absolute and full owners of the aforesaid property comprising ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 117, 118, 119/2, 125, 126, 127/1, 134/1, 134/2, 135 and 139 of MOUZA – WARANGA, Patwari Halka No. 41, having a total area of 14.79 Hectares, (i.e. 14790 Sq. Mtrs.), held in Occupancy Class - I Rights, including all other easementary rights appurtenant and belonging thereto, situated at Waranga within the limits of Nagpur Metropolitan Region in Tahsil – Nagpur (Rural) and District – NAGPUR with heritable and transferable rights therein and the same is also accordingly mutated in its name in 7/12 Extracts.

THAT, the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dt. 04.03.2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 dt. 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Planning Authority for Development Area u/s 42A of the M. R. & T. P. Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority u/s 42D thereof for the said area.

THAT, the Nagpur Metropolitan Region Development Authority has tentatively sanctioned the residential Lay-out carved on the said entire land of Khasra Nos. 117, 118, 119/2, 125, 126, 134/1, 134/2, 135 and 139 of MOUZA – WARANGA, Patwari Halka No. 41, admeasuring about 14.79 Hectares (i.e. 147900 Sq. Mtrs.) consisting of various residential Lay-out plots vide Letter bearing No. dk-vfHk-@ukeizfoizk@7188 dated 07-07-2022.

THAT, the SELLER/PROMOTER decided to develop the aforesaid land of Khasra Nos. 117, 118, 119/2, 125, 126, 134/1, 134/2, 135 and 139 of MOUZA – WARANGA into a residential Lay-out on the said entire land and applied to Collector, Nagpur for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. _____/NAP-34/2022-23, dated _____ and the Lay-out on the said land is also recommended for final approval by the Executive Engineer, NMRDA, Nagpur vide letter No. dk-vfHk-@ukeizfoizk@7188 dated 07-07-2022. The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as **"ANJANEYA NAGAR-V"**.

THAT, the SELLER/PROMOTER has agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the Executive Engineer, NMRDA;

THAT, the ALLOTTEE/PURCHASER/S hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the SELLER/PROMOTER herein and visited the office of the SELLER/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and SELLER/

PROMOTER'S authority and right to develop the said land and to sell the various residential Lay-out plots to the prospective buyers;

THAT, the ALLOTTEE/PURCHASER/S here-in-above approached to the SELLER/PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as **"ANJANEYA NAGAR-V"** and has agreed to pay the cost of developed plot to the SELLER/PROMOTER; A ND

**B. TITLE CERTIFICATE:** The title of the Owner/Promoter is duly verified through their Advocate Sandeep A. Shastri, Nagpur and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A";**

**C. EXCLUSIVE RIGHT TO SELL AND DEVELOP:** In the circumstances, the Owner/Promoter 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 Owner/Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, bearing No. _____; and the same is attached hereto as **Annexure-F**.

**D. PURCHASER AGREES TO ACQUIRE:** The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-"A"** 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 _____ **Sq. Mtrs**. **(OR** _____ **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 hereunder written and marked in Red on the Plan Scheme "B".

**E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:** The Purchaser/s has/have demanded from the Owner /Promoter and the Owner/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

**F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/have before the execution hereof, had the title of the Owner/Promoter 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 Promoter 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 vide Cheque No. _____ Dated _____ drawn on _____ Bank, _____ Branch, being 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 Owner/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule E** 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 Owner/Promoter has agreed to sell the said Open **Plot No.** ____ admeasuring _____ **Sq. Mtrs**., and the right to construct thereon, as per sanction plans to the Purchaser, 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 common amenities and facilities as per the specifications, which are set out in the Annexure_____ hereunder written;

**2. CONSIDERATION:-**

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Promoter the said open Plot inclusive the specifications mentioned in the Annexure_____ 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 "**SHRI ANJANEYA DEVELOPERS PRIVATE LIMITED**" or such other name as may be specified from time to time by the Owner/Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the SELLER/PROMOTER in the manner stipulated in **Schedule - E**. That the SELLER/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

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 Owner/Promoter before _____ 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 15 (Fifteen Days) two months {(u/s 19(10)} of the Owner/promoter giving written notice to the

Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.2.1 Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –
(i) War, civil commotion/pandemic or act of God;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

2.2.2 That, the SELLER/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the SELLER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The SELLER/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLER/PROMOTER.

2.2.3 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential / legal Purposes.

2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/PROMOTER :

It is agreed between the parties hereto that if the Owner/Promoter 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 Owner/Promoter 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, Owner/Promoter 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 after Notice in writing is given by the Owner/Promoter 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 Owner/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter, changes for common service if any.

**4. FORMATION OF FINAL BODY OF PURCHASERS:**

The Owner/Promoter shall on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a Co-operative Housing Society governed by the provisions of the

Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owners/promoters and Owner/promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

**5. NO RIGHT 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 right of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

**6. UNSOLD PLOTS:**

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Promoter of all the plots on the said Land, then in such case the Owner/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer free, or any other extra payment.

**7. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :-

(a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure 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 promoter has also obtained the necessary N.A. permission from competent authority;

(b) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land 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 is 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 and said building 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 and said building/wings shall be obtained by following dues process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Promoter 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 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 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 Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(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 Promoter in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) 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 all documents executed by the Owner/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter in favour of the Association/Condominium/Society 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 apartment/plot/building, as the case may be.

**10. FURTHERE 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 SERVICE:**

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below;

Name of Allottee/Purchaser

_____

(Allottee's Address)

_____

Notified Email ID: _____

**SHRI ANJANEYA DEVELOPERS PVT. LTD.** Promoter Name
Office at M-27, Second Floor, K.K. Business Plaza,
Central Bazar Road, Ramdaspeth, Nagpur-440010 (Promoter Address)
Notified Email ID : _____

It shall be the duly of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

**12. DISPUTE RESOLUTION :**

Any dispute between parties shall be settled amicably by following conciliation proceedings. In 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, thereunder.

**13. GOVERNING LAW :**

That the right 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 Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

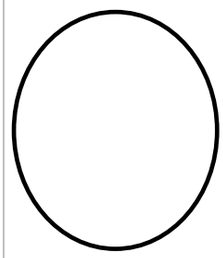
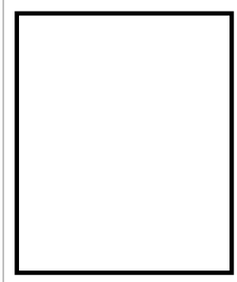
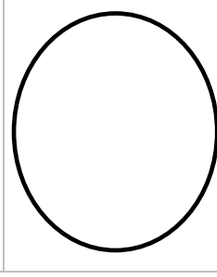
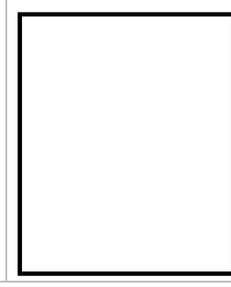
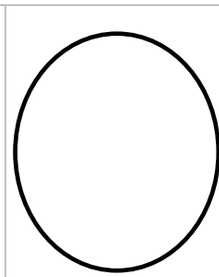
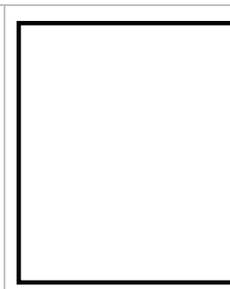
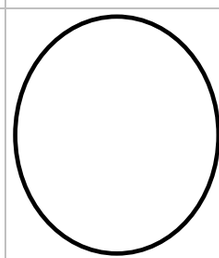
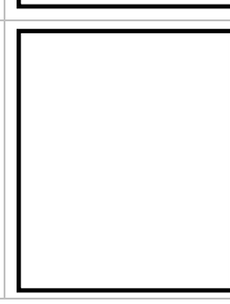
**SCHEDULE – "A"**

**SCHEDULE OF THE PROPERTY**

ALL THAT piece and parcel of land being **Plot bearing No. _____,** admeasuring about _____ **Sq. Mtrs**. **(OR** _____ **Sq. Ft.)** (dimensions are as shown in the plan annexed herewith) out of the Lay-out known as **"TAYWADE NAGAR** carved on ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 117, 118, 119/2, 125, 126, 127/1, 134/1, 134/2, 135 and 139 of MOUZA – WARANGA, Patwari Halka No. 41, including all other easementary rights appurtenant and belonging thereto, situated at Waranga within the limits of Nagpur Metropolitan Region in Tahsil – Nagpur (Rural) and District – NAGPUR and the same is bounded as under :

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

IN WITNESES WHEREOF THE SELLER/PROMOTER AND THE ALLOTTEE/PURCHASER/S hereto have signed this AGREEMENT TO SELL at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 |  |  | **FOR SHRI ANJANEYA DEVELOPERS PRIVATE LIMITED**<br><br>**(ANIL SHAMRAOJI ASHTANKAR)**<br>**Authorised Signatory**<br>**VENDOR/PROMOTER** |
| 02 |  |  | _____<br>**ALLOTTEE/PURCHASER** |
| **WITNESSES :-** | | | |
| I |  |  | _____<br>**WITNEESS NO. 1** |
| II |  |  | _____<br>**WITNEESS NO. 2** |

**SCHEDULE – "E"**

**MANNER OF PAYMENT**

| Amount Rs. | CH. No. / UTR No. | Date | Bank |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | **AMOUNT RECEIVED** | | |

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____ _____ Only) in the following manner :

| Amount Rs. | Payable on or before |
|---|---|
| | |
| | |
| | |
| | **TOTAL AMOUNT** |