

AGREEMENT TO SELL

VALUED AT RS. _____ ONLY
MARKET VALUE OF RS. _____ ONLY

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

BETWEEN

MR. PRAVIN WAMANRAOJI BHOYAR, aged about 41 years, Occ. Business, R/o. Flat No.F/4, Sanchayani Complex, Trimurty Nagar, Ranapratap Nagar, Nagpur-440022 (PAN: AJBPB 9801 G, Aadhar No.9609-0792-0938), 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 his respective heirs, legal Representatives, executors, administrators, successors and assignees of the **FIRST PART**.

AND

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 **SECOND PART**.

A. DESCRIPTION OF THE LAND &PROPERTY:-

THAT, SELLER/PROMOTER is the sole and exclusive ownerAll that piece and parcel of Agricultural land bearing **Khasra No. 120** admeasuring about 1.93 H.R., Northern Portion of land **Khasra No. 121** admeasuring about 1.82 H.R. out of 2.63 HR.,**Khasra No. 122** admeasuring about 2.48 H.R.,**Khasra No. 123** admeasuring about 10.46 H.R.,of **Mouza-KARLI(WANERI)**, P.H. No. 24 , situated within the Grampanchayat Limits of Karli, Tahsil Kalmeshwar, District Nagpur easementary rights appurtenant and belonging thereto, situate within the limits of Grampanchayat Kalmeshwar, Tah. Dist. Nagpur.

That, originally Old land of Old Khasra No. 10 admeasuring 5.79 Acres (2.34 HR) out of entire land admeasuring 17.37 Acres (7.02 HR) belonged to and mutated in the name of Shri Madhav Sakharam Patil and he acquired the said land by virtue of partition.

That, during the time, resurvey and re measurement had been done by the revenue authority and land of Old Kh. No. 10, admeasuring 2.34 HR. has been renumbered as new Khasra No. 120 admeasuring 2.03 HR. and said land has been continued in the ownership of Shri. Madhv Sakharam Patil.

That, thereafter, Shri Madhvrao Sakharam Patil has left for heavenly abode on dt.30.09.1982 and his daughter Smt. Indubai Ghanshyam Thool has left for heavenly abode on dt.01.07.1989 and after their deaths said land of Khasra has been devolved upon their legal heirs namely 1. Shri Pradeep Madhavrao Patil, 2. Smt. Rewtabai Ramkrushna Barhate, 3. Smt. Indubai Ghanshyam Thool (dead) 4. Smt. Vanmala Vyankatrao Kambale 5. Smt. Jyoti Chanduji Kambale, 6. Smt. Ujjwala haridas Wankhede and after death of Smt. Indubai Ghanshyam Thool the said Khasra land has been devolved upon her legal Heirs namely 1. Shri. Anand Ghanshyam Thool 2. Smt. Bharti Omraj Wasnik & 3. Smt. Karuna Ghanshyam Thool and they became absolute and joint owners of the said khasra land.

That, thereafter, Shri Pradeep Madhavrao Patil, Smt. Rewtabai Ramkrushna Barhate, Smt. Vanmala Vyankatrao Kambale, Smt. Jyoti Chanduji Kambale, Smt. Ujjwala haridas Wankhede, Shri. Anand Ghanshyam Thool, Smt. Bharti Omraj Wasnik & Smt. Karuna Ghanshyam Thool have sold land of Kh.No.120 admeasuring 2.03 HR. to Shri Sharad Navratan Somani by virtue of Sale Deed dt.07.10.2015 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1977.

That, thereafter, Shri Sharad Navratan Somani has sold land of Kh. No.120 admeasuring 2.03 HR. to Shri Rahul Leeladhar Meshram by virtue of Sale Deed dt.29.10.2016 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 2412.

That, thereafter, Shri. Rahul Leeladhar Meshram has sold land admeasuring 0.10 HR. out of of Kh. No.120 adm. 2.03 HR to Shri Bhagwan Devnath Kambale by virtue of Sale Deed dt.11.05.2017 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 975.

That, thereafter, Shri Sharad Navratan Somani though POA for admission Shri. Navratan Mangilal Somani has sold remaiing portion of land of Khasra No.120 admeasuring 1.93 HR to Shri. Ankit Rajendra Jainby virtue of Sale Deed dt.20.10.2020which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1323.

That, thereafter, Shri. Ankit Rajendra Jain has sold the said Khasra land No.120 admeasuring 1.93 HR to Shri.Pravin Wamanrao Bhoyar by virtue of Sale Deed dt.31.03.2021which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1027 on 21.05.2021.

That, originally land of old Kh. No.10 admeasuring 5.79 Acres (2.34 HR) out of entire land admeasuring 17.37 Acres (7.02 HR) was belonged to and mutated in the name of Shri Jaydeo Sakharam Patil who acquired the same by virtue of Partition.

That, during the time, resurvey and remeasurment had been done by the revenue authority and land of Old Kh. No. 10, has been renumbered as new Khasra No. 121 admeasuring 2.63 HR. and said land has been continued in the ownership of Shri. Jaydeo Sakharam Patil.

That, thereafter, Shri Jaydeo Sakharam Patil has left for heavenly abode on dt.10.06.1986 and after his death the said land of Khasra has devolved upon his legal heirs namely Shri Sewak Jaydeo Patil, Shri Uttam Jaydeo Patil, Smt. Sunita Jaydeo Patil, Smt. Laxmibai Keshao Patil, Smt. Jyoti Keshao Patil, Smt. Pratibha Keshao Patil, Smt. Ukshanbai Dattu Patil, Shri kishor Dattu Patil, Shri Sunil Dattu patil, Shri. Rahul Dattu Patil and Smt. Kamlabai Baliram Bhagat and they became joint and absolute owners of the said land and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 569.

That, thereafter, Partition has been taken Place amongst Shri Sewak Jaydeo PatilShri Uttam Jaydeo Patil, Smt. Sunita Jaydeo Patil, Smt. Laxmibai Keshao Patil, Smt. Jyoti Keshao Patil, Smt. Pratibha Keshao Patil, Smt. Ujjanbai Dattu Patil, Shri kishor Dattu Patil, Shri Sunil Dattu patil, Shri. Rahul Dattu patil, Smt. Kamlabai Baliram Bhagat in respect of land of Khsra No.121 admeasuring 2.63 HR and land of Kalambi by virtue of Partition Deed dt.11.07.2008,which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1320 and. Thus in view of partition land has been distributed in the following manner :-

Shri Sewak Jaydeo Patil & Smt. Kamlabai Baliram Bhagat	Acquired land of Mouza-Kalambi
Shri Uttam Jaydeo Patil, Smt. Sunita Jaydeo Patil, Smt. Laxmibai Keshao Patil, Smt. Jyoti Keshao Patil, Smt. Pratibha Keshao Patil, Smt. Ujjanbai Dattu Patil, Shri Kishor Dattu Patil, Shri Sunil Dattu Patil & Shri. Rahul Dattu Patil	Acquired land of KH.No.121 admeasuring 2.63 HR

That, thereafter, Shri Uttam Jaydeo Patil, Smt. Sunita Jaydeo Patil, Smt. Laxmibai Keshao Patil, Smt. Jyoti Keshao Patil, Smt. Pratibha Keshao Patil, Smt. Ujjanbai Dattu Patil, Shri Kishor Dattu Patil, Shri Sunil Dattu Patil & Shri. Rahul Dattu Patil have sold land of Kh. No.121 admeasuring 2.63 HR. to Shri Rajesh Krushnakantji Khutate, Shri Sharad Krushnakantji Khutate & Shri Deepak Krushnakantji Khutate by virtue of Sale Deed dt.20.03.2009 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 369 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 578. It is submitted that, while mutation in Ferfar surname of Khandelwal has mentioned as Khutare. Accordingly, surname of Khutate has been changed as Khandelwal by virtue of Gazette Notification dated 15.11.1992 and accordingly on application, Revenue Authority has took mutation regarding the same vide Ferfar Panji 673.

That, later on, Shri Rajesh Krushnakantji Khandelwal, Shri Sharad Krushnakantji Khandelwal & Shri Deepak Krushnakantji Khandelwal have sold the land of Kh. No.121 adm.0.81 HR. out of 2.63 HR to Shri Pramod Narayan Jaiswal by virtue of Sale Deed dt.02.09.2020 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1039 on even date and revenue authority took mutation vide Ferfar Panji 942 with respect to that.

That, thereafter, Shri Rajesh Krushnakantji Khandelwal, Shri Sharad Krushnakantji Khandelwal & Shri Deepak Krushnakantji Khandelwal have sold Northern portion of land of Kh. No.121 adm.1.82 HR. out of 2.63 HR to Smt. Radhedeви Madhusudan Jajodiya by virtue of Sale Deed dt.02.09.2020 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1040 on even date.

That, thereafter, Smt. Radhedeви madhusudan Jajodiya has executed **Power of Attorney dt.01.07.2013** for the Presentation to Shri Vijay laxmanrao Pawar which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 4, at Sr. No. 3078 on 02.07.2013.

That, thereafter, Smt. Radhedeви Radhedeви Badhusudan Jajodiya has sold the land of Kh. No.121 adm.1.82 HR. out of 2.63 HR to Shri Pravin Wamanrao Bhoyar i.e. present Vendor by virtue of Sale Deed dt.25.12.2020 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 137 on 19.01.2021. Accordingly, name of the present vendor has been duly mutated in the record of right by virtue of Ferfar Panji No.976.

That, originally land of Old Kh. No.10 admeasuring 5.79 Acres (2.34 HR) out of entire land admeasuring 17.37 Acres (7.02 HR) to Shri. Narhari Sakharam Patil by virtue Partiton done amongst Shri. Narhari Sakharam Patil, Shri Jaydeo Sakharam Patil and Shri. Madhv Sakharam Patil.

That, Shri Narhari Sakharam Patil has left for heavenly abode on dt.23.08.1981 and after his death the said khasra land has been devolved upon his legal heirs namely: Shri. Tarachand Narhari Patil, Shri Laxmi Sudam Shende, Smt. Baijabai Narhari Patil and thry became joint and absolute owners of the said land and their names have been duly mutated in the record of right by virtue of Ferfar Panji No.46.

That, due to resurvey and re-measurement done by the revenue authority, land of Old Kh. No. 10, admeasuring 2.48 H.R. has been renumbered as new Khasra No. 122 admeasuring 2.48 H.R. and the names of owners as contined. I have verified

That, thereafter, Smt. Bayjabai Narhari patil has left for heavenly abode on dt.11.11.1991 and after her death the said land of Kh. No.122 has developed upon her legal heirs namely Shri Tarachand Narhari Patil and Smt. Laxmi Sudam Shende and they became joint and absolute owners of the said land and their names have been duly mutated in the revenue records by virtue of Ferfar Panji No.98.

That, later on, Shri Tarachand Narhari Patil and Smt. Laxmi Sudam Shende have sold land of Kh. No.122 admeasuring 2.48 HR. to M/s. Trimurty Moulds Private Ltd. through its Director Shivratan Jamnadas Daga by virtue of Sale Deed dt.29.09.1992 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 25 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 353.

That, thereafter, M/s. Trimurty Moulds Private Ltd. through its Director Shivratan Jamnadas Daga has sold land of Kh. No.122 admeasuring 2.48 HR. to V. R. G. Construction through its Director Shri Gitesh Vilasrao Muttemwar by virtue of Sale Deed dt.21.04.2003 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 413 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 407.

That, later on, V. R. G. Construction through Shri Gitesh Vilasrao Muttemwar has sold the land of Kh. No.122 admeasuring 2.48 HR. to Shri Chandrakumar Madhusudan Jajodya (HUF) through its POA holder Shri Vijay Laxman Pawar by virtue of Sale Deed dt.01.08.2014 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1681 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 652.

That, thereafter, Shri Chandrakumar Madhusudan Jajodya (HUF) through POA holder Shri Vikas Surendraji Kejariwal has sold land of Kh. No.122 admeasuring 2.48 HR. to Mrs. Krushna Vivek Modi by virtue of Sale Deed dt.01.08.2014 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1265 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 716.

That, thereafter, Mrs. Krishna Vivek Modi has sold land of Kh. No.122 admeasuring 2.48 HR. to Miss. Surbhi Rajendra Jain by virtue of Sale Deed dt.08.10.2020 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1245 on even date.

That, later on, Miss Surbhi Rajendra Jain through Power of Attorney Holder Shri Yogesh Narayanrao Shukla has sold land of Kh. No.122 admeasuring 2.48 HR. to Shri Pravin Wamanraoji Bhoyar i.e. present Promoter by virtue of Sale Deed dt.31.03.2021 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1023 on even date. Accordingly, revenue authority took mutation vide Ferfar Panji No.997 with respect to that.

That, originally land of Old Khasra No.11, admeasuring 10.56 H.R. (26.09 acres) was belonged to and mutated in the names of Shri Ramrao Bhiwa (Mohod), Shri Moreshwar Bhiwa (Mohod) & Shri Dhyaneswar Bhiwa (Mohod) through its Natural Guardian Smt. Parbati Bhiwa Mohod, Shri Zaporu @ Chandrabhan Krushna Mohod, Shri Gulab Krushna Mohod, Shri. Laxman Krushna Mohod, Smt. Tani Krushna Mohod.

That, due to resurvey and re-measurement and Ekatrikaran done by the revenue authority, land of Old Kh. No. 11, admeasuring 10.56 H.R. has been renumbered as new Khasra No. 123 admeasuring 10.46 H.R. and the names of owners as continued.

That, thereafter, Shri Ramrao Bhiwa Mohod, Shri Moreshwar Bhiwa Mohod & Shri Dhyaneswar Bhiwa Mohod along with their legal heirs namely **Smt. Pravati Bhiwa Mohod, Shri Zapru @ Chandrakant Krushna Mohod, Shri Tulik Krushna Mohod and Smt. Vithabai Krushna Mohod** have sold land of Kh. No.123 admeasuring 10.46 HR. to M/s. Trimurty Moulds Private Ltd. through its Director Shri Shivratan Jamnadas Daga by virtue of Sale Deed dt.22.07.1991 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 706(P) and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 87.

That, thereafter, M/s Trimurty Moulds Private Ltd. through its Director Shri Shivratan Jamnadas Daga has sold the land of Kh. No.123 admeasuring 10.46 HR to V.R.G. Construction through its Director Shri Gitesh Vilasrao Muttemwar by virtue of Sale Deed dt.21.04.2003 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Addl. Book No. 1, at Sr. No. 414 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 406.

That, later on, V.R.G. Construction through its Partner Shri Gitesh Vilasrao Muttemwar has sold Western Portion of land of Kh. No.123 admeasuring 3.50 HR. from and out of land of Kh.No.123 to Shri Chandrakumar Madhusudan Jajodiya (HUF) through its POA holder Shri Vijay Laxman Pawar by virtue of Sale Deed dt.01.08.2014, which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1680 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 649.

That, thereafter, V.R.G. Construction through its Partner Shri Gitesh Vilasrao Muttemwar has sold Northern Portion of land of Kh. No.123 admeasuring 3.50 HR. from and out of land of Kh.No.123 to Shri Chandrakumar Madhusudan Jajodiya (HUF) through its POA holder Shri Vijay Laxman Pawar by virtue of Sale Deed dt.01.08.2014, which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1677 and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 650.

That, thereafter, V.R.G. Construction through its Partner Shri Gitesh Vilasrao Muttemwar has sold Northern Portion of land of Kh. No.123 admeasuring 3.50 HR. from and out of land of Kh.No.123 to Shri Chandrakumar Madhusudan Jajodiya (HUF) through its POA holder Shri Vijay Laxman Pawar by virtue of Sale Deed dt.01.08.2014, which is duly registered with the Sub-Registrar Office, Kalmeshwar and revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 651.

That, thereafter, Shri Chandrakumar Madhusudan Jajodiya has executed General Power of Attorney dt.04.10.2007 for Presentation in favour of Shri Vikas Surendraji Kejariwal which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 4, at Sr. No. 2723 on even date.

That, later on, Shri Chandrakumar Madhusudan Jajodiya (HUF) through its POA holder Shri Vikas Surendraji Kejariwal sold land of Kh. No.123 admeasuring 10.46 HR to Shri Vivek Santoshkumar Modi by virtue of Sale Deed dt.06.06.2015 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1263 and Revenue Authority has took mutation regarding the same by virtue of Ferfar Panji No.714.

That, thereafter, Shri Vivek Santoshkumar Modi has sold land of Kh. No.123 admeasuring 10.46 HR. to Miss. Surbhi Rajendra Jain by virtue of Sale Deed dt.08.10.2020 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1244 on even date and accordingly, revenue authority took mutation vide Ferfar Panji No.948 with respect to that.

That, thereafter, Miss. Surbhi Rajendra Jain through POA holder Shri Yogesh Narayanrao Shukla has sold land of Kh.No.123 admeasuring 10.46 HR. to Shri. Pravin Wamanraoji Bhoyar i.e. present Promoter by virtue of Sale Deed dt.31.03.2021 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1025. Accordingly, name of present Promoter has been duly mutated in the record of right vide Ferfar Panji No.999.

That, thereafter, the Collector, Nagpur has converted land of Khasra No.120(Part), 121 (Part), 122, 123 admeasuring 16.69 HR i.e. 166900.00 Sq. Mtrs. Out of (15.00 HR) i.e. 150000.00 Sq. Mtrs. of Mouza-Karali (Waneri) from Agriculture to Non-Agriculture i.e. Residential use vide his order dated 13.01.2022 passed in Revenue Case No. 92/NAP-34/Mouza-Karli(Waneri)/Kalam/2021-22on various terms and conditions mentioned therein.

That, thereadter, Shri Pravin Wamanrao Bhoyar i.e. present Promoter has decided to develop land admeasuring 16.69 H.R. Out of (15.00 HR) i.e. 150000.00 Sq. Mtrs. of Kh.No.120(Part), 121 (Part), 122, 123 of Mouza-Karali (Waneri) by carving out various plots of various sizes therein and sanctioned by the Competent Authority of the NMRDA.

The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as _____.

THAT, the PROMOTER/SELLER 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 "_____" and has agreed to pay the cost of developed plot to the SELLER/PROMOTER;

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 Confirming Party 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/Confirming Party 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 Confirming Party and the Confirming Party has 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/Confirming Party 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/Confirming Party 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/Confirming Party to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter/Confirming Party 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/Confirming Party have 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/Confirming Party herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Promoter/Confirming Party 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 “_____” 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.

2.2 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/Confirming Party 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/Confirming Party 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.

2.3 DELAY IN HANDING OVER POSSESSION BY Owner/PROMOTER/CONSENTING PARTY :

It is agreed between the parties hereto that if the Owner/Promoter/Confirming Party fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2hereinabove 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/Confirming Party 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/Confirming Party, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter/Confirming Party, changes for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Promoter/Confirming Party 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/Confirming Party of all the plots on the said Land, then in such case the Owner/Promoter/Confirming Party 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/Confirming Party, 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/Confirming Party 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/Confirming Party 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 due 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/Confirming Party 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/Confirming Party 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/Confirming Party 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/Confirming Party 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/Confirming Party 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/Confirming Party 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/Confirming Party or Consenting Party 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. 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 SERVICE:

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

Allottee/Purchaser

Notified Email ID: _____

Name of

(Allottee's Address)

Name of Sellers/Promoter
SHRI PRAVIN WAMANRAOJI BHOYAR
Flat No.F/4, Sanchayani Complex,
Trimurty Nagar, Ranapratap Nagar,
Nagpur-440022

(Promoter's Address)

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

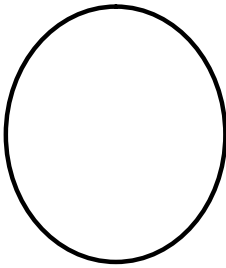
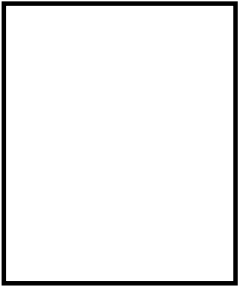
with the laws of India for the time being in force and the Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

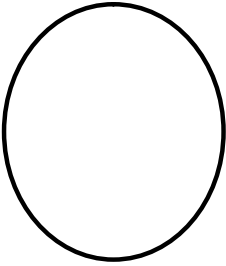
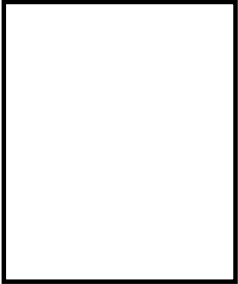
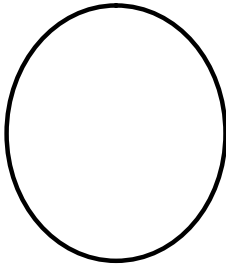
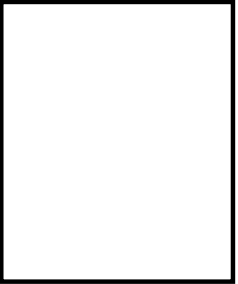
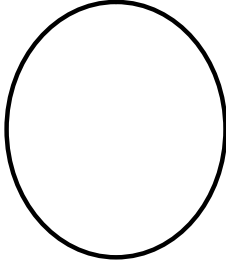
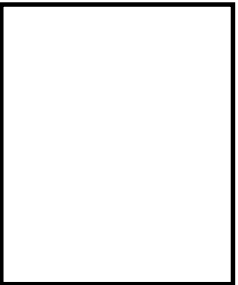
SCHEDULE – “A”
SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land being Plot bearing No. _____, admeasuring about _____ Sq. Mtrs. (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as “_____” carved on ALL THAT piece and parcel of non-agricultural land bearing **Khasra No. 120** admeasuring about 1.93 H.R., Northern Portion of land **Khasra No. 121** admeasuring about 1.82 H.R. out of 2.63 HR., **Khasra No. 122** admeasuring about 2.48 H.R., **Khasra No. 123** admeasuring about 10.46 H.R., of **Mouza-KARLI(WANERI)**, P.H. No. 24 , situated within the Grampanchayat Limits of Karli, Tahsil Kalmeshwar, District Nagpur easementary rights appurtenant and belonging thereto, situate within the limits of Grampanchayat Kalmeshwar, Tah. Dist. Nagpur and the same is bounded as under :

ON THE EAST : LAY-OUT ROAD / PLOT NO. _____
ON THE WEST : LAY-OUT ROAD / PLOT NO. _____
ON THE NORTH : LAY-OUT ROAD / PLOT NO. _____
ON THE SOUTH : LAY-OUT ROAD / PLOT NO. _____

IN WITNESSES 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			(SHRI PRAVIN WAMANRAOJI BHOYAR) PROMOTER/SELLER

02			ALLOTTEE/PURCHASER
WITNESSES :-			
I			WITNEESS NO. 1
II			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