

Updated Draft - AGREEMENT TO SELL

THIS AGREEMENT TO SELL made at Pune this day of in the year Two Thousand and _____.

BETWEEN

Mrs. Aakanksha Ajay Salvi, Age: years, Occupation: Business and Agriculture, **PAN No. AREPS6025L** residing at Flat No: 22, Building -B-2, Nirmal Township, Anandnagar, S.No: 12/3, Vadgaon (Bk), Pune- 411 051, hereinafter called "the Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her legal heirs, executors and administrators) ... **of the ONE PART**

AND

Mr.-----

Age: ____, Occupation: _____ PAN

Residing at -----

Hereinafter called "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, successors, administrators and assigns) of the **Second Part**

W H E R E A S:-

(a) By a Sale Deed dated 09/01/2009 duly registered with the office of Sub Registrar Guhagar at Serial No. 28/2009 executed by and between Mr. Prasad Vithhal Marathe and Prasad Arvind Marathe as the Vendors therein, Mrs. Aakanksha Ajay Salvi as the Purchaser therein, the said Mr. Prasad Vithhal Marathe and Prasad Arvind Marathe absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.

(b) By a Sale Deed dated 16/01/2009, duly registered with the office of Sub Registrar Guhagar at Serial Nos. 48/2009 executed by and between Shri. Chandrakant Vishnu Salvi as the Vendors therein, Mrs. Aakanksha Ajay Salvi as

the Purchaser therein, the said Shri. Chandrakant Vishnu Salvi absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.

(c) By and under various Lease Deeds duly registered with the Office of Sub Registrar Guhagar, the Mrs. Aakanksha Ajay Salvi has demised the said lands along with the other lands on lease for a period of 10 years in favour of the various persons, the details of which are as under :-

Date	Registration No	Name of the Lessee
25/08/2009	642/2009	Mr. Devendra Chauhan
28/08/2009	641/2009	Mr. Chandrasekhar L. S
09/11/2009	791/2009	Mrs. Hemani Pravir Joshi
26/07/2010	791/2010	Mr. Lala Mohan Raj
23/11/2009	830/2009	Mr. Suneet Marwah
28/07/2009	642/2009	Mrs. Rashmi Chauhan
26/07/2010	792/2010	Mr. Rajeev Ravindran Nair
07/01/2011	23/2011	Mr. Iresh Singh Hukumchand Patiyal
06/11/2009	793/2009	Mr. Surendrakumar Singh Raturi
28/08/2009	640/2009	Mrs. Sneh Shukla
16/12/2009	897/2009	Mr. Sandeep K Surana

(d) By and under various Surrender Deeds duly registered with the office of Sub Registrar Guhagar, the persons as detailed hereunder have surrendered the lease hold rights unto and in favour of Mrs. Aakanksha Ajay Salvi, which are as follows:-

Date	Registration No	Name of the Lessee	Undivided portion
25/04/2017	351/2017	Mr. Devendra Chauhan	02 Hectares 00 Ares
25/04/2017	350/2017	Mrs. Rashmi Chauhan	02 Hectares 00 Ares
25/04/2017	348/2017	Mr. Chandrasekhar L. S	02 Hectares 00 Ares
28/06/2017	603/2017	Mrs. Hemani Pravir Joshi	02 Hectares 00 Ares
28/06/2017	606/2017	Mr. Lala Madan Mohan Ray	02 Hectares 00 Ares

25/04/2017	353/2017	Mr. Sanjay Jatindarnath Mehta	02 Hectares 00 Ares
25/04/2017	354/2017	Mr. Rajeev Ravindran Nair	02 Hectares 00 Ares
28/06/2017	605/2017	Mr. Iresh Sinh Hukumchand Patiyal	02 Hectares 00 Ares
25/04/2017	349/2017	Mr. Surendrakumar Singh Raturi	02 Hectares 00 Ares
25/04/2017	352/2017	Mrs. Sneh Shukla	02 Hectares 00 Ares
28/06/2017	604/2017	Mr. Sandeep K Surana	02 Hectares 00 Ares
17/7/2017	Deed of Declaration	Mr. Suneet Marwah	02 Hectares 00 Ares

(e) Thus, the Vendor herein became well sufficiently entitled to an area admeasuring 05 Hectare 17.5 Ares comprised in (i) Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise and (ii) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar (hereinafter collectively referred to as "**the said Lands**" and more particularly described in the First Schedule Written hereunder) The 7/12 extracts and Plan of the said lands are annexed hereto as Annexure 1 and 2 respectively.

(f) The Vendor has commenced the development of the said Lands by developing the said lands as Residential Plots Project to be known as "**Ekaant Forest Homes**".

(g) The Vendor has prepared a layout of the said lands by subdividing the said lands into several plots which has been recommended for sanction by the office of the Assistant Director Town Planning Raigad vide Order No REKHA.TATPU/MOUJEJAMSUDTAL:GUHAGAR/GAT.NO.1522,1523/NARRATNA/ 2135, roads and other common areas being shown separately. The copy of the said order is annexed hereto as Annexure "3". The Collector, Ratnagiri has to formally sanction the said layout.

(h) The Vendor is intending to sell the Plots in the said layout (Hereafter called the said plots) to intending purchasers with a right to the prospective purchasers for the use and enjoyment of the internal roads and common areas by

him/her/them for the purposes to be earmarked therefore and together with the provisions of water connection up to a point in the said plot and electrical overhead line running alongside the internal roads and common areas to be used and/or enjoyed by the Purchaser/s along with other prospective purchasers and ourselves or our nominees.

(i) The Vendor has specifically informed the Purchaser/s that she is developing the said Ekaant Forest Homes as Holistic and Wellness Centre and therefore formulated certain rules and regulation to achieve the purpose of the Project and therefore carrying and consumption of Alcohol and Non-Veg food within the open space and common areas of the project is completely prohibited.

(j) The Purchaser/s herein has/have demanded from the Vendor and the Vendor have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(k) The Promoter has registered the project under provisions of the Act with Real Estate Regulatory Authority at no. P52800003353. Authenticated copy is attached in Annexure ____.

(l) The Vendor has disclosed to the Purchaser/s, the nature of the rights of the Vendor to the said lands and also the nature of the proposed development and on being satisfied as regards the same, the Purchaser/s has/have requested the Vendor to sell to him/her/them one plot in the said layout of the said land in the project known as "Ekaant Forest Homes" bearing Plot No. ___ admeasuring ___ square metres. Pursuant to the said request and negotiations between the parties, the Vendor has agreed to allot the said ___ admeasuring ___ square metres in the layout of the said land (the said plot No. ___ along with the said rights and the provisions aforesaid is hereafter collectively called "**THE PLOT**" and is described in the Second Schedule hereunder written and delineated in red colour on the plan annexed hereto), and have agreed to sell, convey and transfer to the Purchaser/s the said plot along with development as referred to hereinafter for a consideration of Rs. _____/- (Rupees _____ only) and on the terms and conditions as set out hereunder:-

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Vendor do hereby agree to sell unto and in favour of the Purchaser/s and the Purchaser/s doth hereby agree to purchase from the Vendor all that piece and parcel of land or ground being Plot No. _ _ _ admeasuring _ _ _ square metres in the sanctioned layout of the said lands in the project "**Ekaant Forest Homes**" for a lumpsum total consideration of Rs. _ _ _/- (Rupees _ _ _ only) which is agreed to be paid by the Purchaser/s to the Vendor in the manner as stated in the Third Schedule hereunder written.
2. It is hereby expressly agreed by and between the parties hereto that time for payment of money is the essence of the contract. On the Purchaser/s committing default in payment on due dates of the installment payable under this agreement or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes, etc. levied by the concerned authority and any other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions of this agreement, the Vendor shall in her sole discretion be entitled to terminate this agreement. Provided always the power of termination under this agreement shall not be exercised by the Vendor unless the Vendor has given to the Purchaser/s 15 days (fifteen days) prior notice in writing of her intention to terminate this agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement, and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice. Provided further that upon the termination of this agreement, after deducting 30% amount of the total consideration as the earnest money, which the Vendor herein is entitled to forfeit the same, the Vendor shall refund to the Purchaser/s the instalments or price which the Purchaser/s might have till then paid to the Vendor but without any interest, the aforesaid amount shall be paid by the Vendor to the Purchaser/s by cheque along with notice in writing by Registered Post A. D. immediately, prior to resale of the said Plot and on such condition the Vendor shall be entitled to resale the said Plot and/or dispose off or otherwise alienate the same in any of the manner as the Vendor herein in her sole discretion thinks fit
3. The Vendor declare and represent that she is in the process of obtaining the necessary sanction of the layout plan of the said lands. The Vendor shall have a unilateral right and authority to change the sanctioned layout from time to time as per the recommendation of the Govt. Planning authority and the Purchaser/s

shall not raise any dispute thereto. The Vendor shall also have irrevocable rights to amalgamate any other land/s to the said lands and the layout as per her wish and desire without reverting to the Purchaser/s.

4. The Vendor shall on the receipt of the entire consideration and all other monies payable hereunder execute the necessary Sale Deed / Conveyance in favour of the Purchaser/s and the Vendor shall also hand over the vacant and peaceful possession of the said plot to the Purchaser/s.

5. The Vendor declares and covenants that she would be providing in the said project and the said plot certain amenities as detailed hereunder namely:

- (a) Street Lighting**
- (b) Water Connection to Each Plot**
- (c) Garden**
- (d) Electricity Overhead line running alongside or center of the internal road.**

6. The Purchaser/s shall at no point of time remove or alter or change the location of the compound barbed wire fencing as the necessary service are provided around the same. The Purchaser/s shall at no point of time remove or alter or change the point of entry to the said Plot as has been specified and provided in the layout as the necessary service lines are to be placed and provided accordingly.

7. After the execution of the Sale Deed/Conveyance the Purchaser/s hereby covenant he/she/they shall at all times allow the Vendor and her nominees and/or servants to enter into the said plot for the purpose of maintaining the planted trees and service lines if any, passing through the said plots.

8. The Vendor shall at her sole discretion form either a Co-operative Society or a Company (private or public) or Association of Persons for the maintenance of the said project on the completion of the project. It is specifically agreed that the Vendor is not bound to convey the open spaces, internal road to Purchaser/s, or the Cooperative Society or the Company or Association of Persons for maintenance under any circumstances. The Vendor has specifically informed to the Purchaser/s that, she has entered into an agreement for the purpose of maintenance of the project in every sense with Mr. Ajay Ashok Salvi prior to execution of these presents and the Purchaser/s hereby agreed, promised and covenanted to the Vendors that he/she/they shall enter into a separate maintenance agreement with Mr. Ajay Salvi in individual capacity or with his firm/company as may be instructed by him prior to execution of final

conveyance or along with the same, in respect of the said Plot. It is agreed by the Purchaser that on completion of the committed development by the Vendor, the Purchaser will start paying all statutory dues & maintenance charges to Mr. Ajay Ashok Salvi in individual capacity or with his firm/company as may be instructed by him even if the Purchaser has availed to purchase the said plot in differed payment & his final conveyance is pending. The payment towards this maintenance & statutory dues will not jeopardize the title of the vendor till the final conveyance is executed.

9. It is hereby agreed by and between the parties hereto that save and except on payment of the entire monies payable hereunder the Purchaser/s shall have a right in and upon the said Plot and that Purchaser/s shall not be entitled to any other development such as road, open spaces, gardens, club house etc. and the same shall always remain the property of the Vendor or of such person/s to whom the same is sold or transferred.

10. The Vendor has represented and that the Purchaser/s are aware that the project being developed by the Vendor is a huge project and that it shall take considerable time for completion of the entire development and approximate time of completion is September 2022. Even though the said plot is agreed to be conveyed to Purchaser/s as state in the manner herein, the Purchaser/s shall not demand completion of the various facilities, etc.

11. The Purchaser/s further agree and covenant that the internal layout road in the project are only meant for ingress and egress of the Purchaser/s to the said Plot only and the Purchaser/s covenants not to use the said layout internal roads for approaching any other lands adjacent to the said Plot. The said internal layout roads shall always remain the property of the Vendor or her nominees and the Purchaser/s shall not claim any right, title or interest thereto. The Vendor shall have full right and authority to assign any benefit of the internal layout road to any third party including right of egress and ingress or use of the same for any purpose on any terms and conditions as they deem fit and proper and that the Purchaser/s shall not raise any dispute thereto.

12. The Purchaser/s hereby agrees that the Purchaser/s shall not be entitled to sell the said plot and the right to use the said common areas and facilities/amenities singly without the sell of the other and that the Purchaser/s shall sell and transfer along with the sell and transfer of either of them, the other with an intent that the Purchaser/s shall be entitled to sell and transfer the said Plot entirely comprising of the said plot along with the rights to use the said

common areas, amenities and facilities. The Purchaser/s further agree to obtain prior written permission or consent from the Vendor or the maintenance company (either being a Co-operative society or Association of Persons or Company) for sell and transfer of the said Plot and which permission or No objection shall be granted subject to payment of transfer charges or any outstanding dues towards Maintenance or any other Govt. Dues or dues of proposed society, company or Association of Persons etc

13. The Purchaser/s agrees that so long as any plot in the said layout or its extended limits remains unsold, the Vendor herein shall not be required to pay any maintenance charges to the Vendor herself or to the maintenance company (either being a Co-operative society or Association of Persons or Company) or to any other person/s including any plot purchaser.

14. The Purchaser/s hereby declare/s that the boundary fencing laid by the Vendor for demarcating the entire land of the layout is and will continue to be the property of the Vendor and the Purchaser/s will not have any right to use and/or to disturb and/or to demolish the said fencing under any circumstances whatsoever and the same will be maintained by him/her/them jointly with the concerned purchaser/s of the adjacent plot.

15. It is agreed by and between the parties that all other deeds and documents to be executed by and between the parties hereto in furtherance of this Agreement including Sale Deed/Conveyance, shall be prepared by the Advocates for the Vendor alone.

16. It is specifically agreed by and between the parties hereto that till the entire amounts/consideration as stated herein are not paid and /or the Sale Deed / Conveyance in favour of the Purchaser/s are not executed, the Purchaser/s shall have no right, title and interest whatsoever in and upon the said Plot legally or otherwise.

17. Save and otherwise herein provided all costs, charges and expenses relating to these presents and the subsequent Sale Deed/ Conveyance and all other deeds and documents to be executed (including stamping and registration charges as applicable) shall be borne and paid by the Purchaser/s alone.

FIRST SCHEDULE HEREIN ABOVE REFERRED TO

(Description of the said lands)

All those pieces and parcels of land totally admeasuring 05 Hectare 17.5 Ares situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the

Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar bearing Gat Nos.:-

a) Gat No. 1522 admeasuring 00 Hectare 76 Ares, Assessed at Rs.2=76 paise and bonded as follows: -

On or towards East : - By Gat No. 1520
On or towards South : - By Gat No. 1521
On or towards North :- By Gat No. 1523
On or towards West : - By Gat No. 1523

b) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and bonded as follows: -

On or towards East :- By Gat No. 1915, 1520
On or towards South :- By Gat No. 1521, 1511, 1512, 1497
On or towards North :- By Water Stream (Nala)
On or towards West :- By Gat No. 1525 & Water Stream (Nala)

SECOND SCHEDULE HEREIN ABOVE REFERRED TO

(Description of the said Plot)

Plot No. _ _ _ _ admeasuring _ _ _ _ square metres or thereabouts out of the sanctioned layout of the said lands more particularly described in the First Schedule herein above written and delineated in red colour boundary line on the plan annexed hereto and bounded as under: -

On or towards the East : By
On or towards the West : By
On or towards the North : By
On or towards the South : By

THIRD SCHEDULE HEREIN ABOVE REFERRED TO

(Details of the payment of the consideration)

A)	Rs. _ _ _ _/-	Paid by the Purchaser/s prior to the execution of the presents vide Cheque No. _ _ _ _ dated _ _ _ drawn on _ _ _ _ _.
B)	Rs. _ _ _ _/-	Agreed to be Paid by the Purchaser/s to the Vendor at the time of execution and registration of the Sale Deed

		and simultaneously at the time of handing over possession of the said Plot
	Rs. -----/-	TOTAL

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year hereinabove written.

Signatures	Photo	Left hand thumb impression
SIGNED, SEALED AND DELIVERED by the within named Vendor Mrs. Aakanksha Ajay Salvi		
SIGNED, SEALED AND DELIVERED by the within named Purchasers		
Witnesses		
Name Address Signature	Name Address Signature	