

AGREEMENT TO SALE

Valued at Rs. 7 5 0 0/- (Rupees 7 5 0 0 Only)

Stamp Duty paid at Rs. 500/-

This Deed of Agreement to sale is made and executed on this 7 Day of XX XX 2017

BETWEEN

SHREE MAHALAXMI BUILDERS,
Acting through its Partner,
SHRI DEEPAK S/O. GULABSINGH SISODIYA,
(PAN- ARTPS 6170 K),
Aged - 48 years, Occupation - Business,
R/o. 22, Paryawaran Nagar, Somalwada,
Nagpur - 440 025.

Hereinafter called and referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendor, its directors, partners, as well as his / her / their respective heirs, legal representatives, successors, executors, administrators and assigns etc.) **OF THE FIRST PART.**

AND

M/S. X K X K X Y,
(PAN - X X Y Y X X X X).

Hereinafter called the **PURCHASER**, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Purchaser as well as his / her / their respective legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS, the Vendor is the absolute owner and are in peaceful possession of all that piece and parcel of Non Agricultural land at Kh. No. 12/4, total area admeasuring 1.21 HR, Plot Nos. XXXXX, total plotable area admeasuring XXXXX Sq. Mtrs. (XXXXX Sq. Ft.) at Mouza - Jamtha, P. H. No. 42, Tahsil - Nagpur Gramin & District Nagpur, more particularly in the scheduled described.

WHEREAS, initially the agriculture land at Kh. No. 12/4, area admeasuring 1.21 HR, Mouza Jamtha, P. H. No. 42, Tahsil Nagpur Gramin & District Nagpur was owned & possessed by Shree Mahalaxmi Builders acting through its Partner Shri Deepak Gulabsingh Sisodiya and their names are mutated in the 7/12 revenue records vide Ferfar No. 1908, dt.17/07/2010.

WHEREAS, the owner Shree Mahalaxmi Builders acting through its Partner Shri Deepak Gulabsingh Sisodiya have decided to develop the said land by converting it into Non Agriculture land for residential purpose and the said area is coming under the Metro Region of Nagpur Improvement Trust, and therefore prepared a Layout Plan for the same and submitted it to the Nagpur Improvement Trust Metro Region, on due scrutiny of the said plan the Metro Region, Executive Engineer, Nagpur Improvement Trust, vide its Letter No. 4558 dated 06.06.2011 and the Collector Nagpur granted its permission for the conversion of the said land at Kh. No. 12/4, area admeasuring 1.21 HR, Mouza Jamtha, vide his Order in the Revenue Case No. 135/NAP-34/2011-2012, Mouza Jamtha, P. H. No. 42, Tahsil Nagpur Gramin, District Nagpur on 28/11/2011 on a various terms & conditions. The layout plan is revised tentatively sanctioned by the Hon'ble Chairman, NIT Nagpur on 16/07/2016.

THEREBY, the Vendor becomes the absolute owner of the Non-Agricultural land at Plot Nos. XXXXXX, total area admeasuring XXXX Sq. Mtrs. (XXXX Sq. Ft.) at Kh. No. 12/4 of Mouza - Jamtha, P. H. No. 42, Tahsil - Nagpur Gramin, District - Nagpur. It is specifically agreed between the Vendor & the Purchaser that the Purchaser shall purchase land comprising of all the Plot Nos. XXXXXX, thereby the Purchaser by this Agreement as agreed to purchase area admeasuring XXXX Sq. Mtrs. (XXXX Sq. Ft.) @ Rs. XXXX /- per Sq. Ft.

WHEREAS, the said property is free from any encumbrance, lien or mortgage and no litigation is pending with respect to the said land before any Court of Law. So also the Owner hereby assures the Purchaser that they have not entered into any agreement to sale or transferred scheduled property to anybody else other than this Purchaser. In case if it is observed or come to the knowledge of Purchaser or anybody make any claim for this land based on any such agreement the Owner take full responsibility of the same and indemnifies the Purchaser from any such liability arises out of such agreement.

WHEREAS, the Vendors are now desirous of disposing of the said property and therefore was in search of a suitable prospective buyer and the Purchaser being desirous of purchasing this land has approached the Vendor and expressed his / her / their desire to purchase the said plot of land, bearing Plot Nos. XXXXXX, total area admeasuring XXXX Sq. Mtrs. (XXXX Sq. Ft.) at Kh. No. 12/4 of Mouza - Jamtha, P. H. No. 42, Tahsil - Nagpur Gramin, District - Nagpur.

WHEREAS, the Purchaser have inspected various documents namely the title of the said land, various sanctions and NA permissions and is / are satisfied with the title & has satisfied himself / herself / themselves, that the title is absolutely vested with the Vendor and has clear, transferable and marketable title before signing this Agreement of Sale. The Purchaser offered a good reasonable and market price which the Vendor think proper and therefore agreed to purchase from the Vendor and the Vendor hereby agrees to sale the plotable area comprising of Plot Nos. X X X X X X X X X X total area admeasuring X X X X X X X Sq. Mtrs. (X X X X X X X Sq. Ft.) at Kh. No. 12/4 of Mouza - Jamtha, P. H. No. 42, Tahsil - Nagpur Gramin, District - Nagpur, which is more particularly described in the Schedule herein under written for the total consideration of Rs. X X X /- (Rupees X X X Only) and the Purchaser agrees to purchase the same from Vendor upon the terms and conditions contained hereunder:-

NOW THEREFORE IT IS MUTUALLY HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER: -

1. THAT, the VENDOR is agreed to sale and the PURCHASER is agreed to purchase all that piece and parcel of land at Plot Nos. X X X X X X X X total area admeasuring X X X X X X X Sq. Mtrs. (X X X X X X X Sq. Ft.) at Kh. No. 12/4 of Mouza - Jamtha, P. H. No. 42, Tahsil - Nagpur Gramin, District - Nagpur (described in details in the Schedule hereunder) for total consideration of the plot for Rs. X X X X X /- (Rupees X X X X Only). The total payment of sale consideration shall be agreed to be made as under:

2. Mode of Payments :-

1. Rs. X X X X X /- (Rupees X X X X X X X X X X) Paid by the Purchaser to Vendor by Cheque No. X X X, dt. X X X X drawn on X X X X X X X X X X.

2. Rs. X X X X /- (Rupees X X X X Only) Paid by the Purchaser to Vendor by Cheque No. X X X, dt. X X X drawn on X X X X X X X X X X.

3. Rs. X X X X /- (Rupees X X X X X X Only) Paid by the Purchaser to Vendor at the time of registration of Individual Sale Deed on prorata basis.

Rs. X X X X X /- (Rupees X X X X X X X X X Only)

The Vendor hereby acknowledges the receipt of Rs. X X X X /- received as an advance for this agreement to sale of the said plot of land.

3. However, it is specifically agreed by and amongst the Vendor and Purchaser that the balance payment shall be made on or before ~~XXXXXX~~ 8 It is specifically agreed amongst the parties that the Vendor shall give **ONE MONTH** Grace period for the entire payment to be given by the Purchaser. Further it is specifically agreed between the parties that the initial payment of Rs. ~~XXXX~~ /- shall be considered as an advance money and however, the payments made thereafter, Vendor shall execute & register the Sale Deed of proportionate portion of land / Plot Nos. in favour of the nominee of the Purchaser or with the Purchaser immediately.
4. **THAT**, the Vendor assures the Purchaser that this property is clear marketable and free from all encumbrances, beyond reasonable doubts. The Vendor also assures that the property is free from any encumbrance, lien and mortgages and no litigation is pending before any Court of Law. The Vendor indemnifies the Purchaser with reference to any claim that may be raised by anyone else over the said property. The Vendor also assures that they will obtain all the necessary permissions required for the execution of the Sale Deed (if required). The Vendor assures that they will obtain the Releasing Letter from Nagpur Improvement Trust before the registration of Sale Deed at their cost. So also all the corrections in the documents, if any required shall be carried out by the Vendor at their cost before the execution of Sale Deed. The Vendor also assure the Purchaser that in case if any No Objection Certificate, Document or relevant papers required for the execution of Sale Deed by the Vendor in favour of the Purchaser or their nominee or by any financial institution for obtaining Loan on said property, the Vendor is duty bound and shall obtained all such required papers / documents at their cost within stipulated time.
5. **THAT**, the Vendor shall carry out the Development of the layout as per the Development Agreement between the Vendor & Nagpur Improvement Trust, within the stipulated time as mentioned hereinabove in this Agreement, which is the "Essence Of The Contract", hence thereafter the Vendor shall execute the Sale Deed in favour of the Purchaser on obtaining the necessary permission and Releasing Letter from Nagpur Improvement Trust.
6. **THAT**, Vendor shall deliver the relevant title deeds / papers relating to the said property in their possession, for inspection thereof by the purchaser and copies shall be deliver to the Purchaser at the time of registration of Sale Deed. The copies of all such documents shall be made available by the Vendor to the Purchaser or the individual purchasers, being the nominee of the Purchaser.
7. **THAT**, the Vendor has agreed to the cost of Rs. 786/- per Sq. Ft. as its sale consideration and also granted the time for the payment to the Purchaser. It is specifically agreed that the Vendor shall not increase the salable rate in future

and shall remain the same during the pendency of this Agreement for Sale, with the Purchaser and its nominee.

8. **THAT**, the Vendor shall deliver the Vacant & Peaceful possession of the property to the Purchaser/s or their nominee, on the day of registration of Sale Deed and on receipt of entire sale consideration, on prorata basis. On execution & registration of the proportionate portion / plot Sale Deed with the Purchaser or their nominee the Vendor shall also hand over the peaceful & vacant possession of the respective property to the Purchaser or their nominee.
9. **THAT**, the terms and conditions as required by the statute shall be incorporated in the Sale Deed to be registered between the Vendor & Purchaser.
10. **THAT**, this agreement is subject to the Jurisdiction of Competent Civil Court at Nagpur and any dispute arising out of this agreement will be initially tried to be settled by negotiations and if no settlement is arrived at, then the dispute will be referred to Arbitration as per the I. A. & C Act 1996.
11. **THAT**, all the expenses on account of preparation of Agreement and Sale Deed together with the cost of stamp duty and registration fees payable thereon, and Legal fees, have been agreed to be borne and paid by the Purchaser/s.

SCHEDULE OF PROPERTY

All that piece and parcel of Non Agriculture Land at Plot Nos. XXXXXX, total area admeasuring XXXX Sq. Mtrs. (XXXX Sq. Ft.) at Kh. No. 12/4 of Mouza - Jamtha P. H. No. 42. Tahsil - Nagpur Gramin, District - Nagpur and the Plot is bounded as per sanctioned Layout Plan.

IN WITNESS WHEREOF, the **VENDOR** and the **PURCHASER** have set their respective hands for this **AGREEMENT TO SALE** on the date and year mentioned herein above at, **NAGPUR** in presence of the attesting witnesses.

Drafted by Mr. Ashwin Patil, Contact No. 9822936551

As per the instruction & information

Received by both the Clients.

VENDOR



XXXXXXXXXX

SHREE MAHALAXMI BUILDERS,
Acting through its Partner,
SHRI DEEPAK S/O. GULABSINGH
SISODIYA

PURCHASER

XXXXXXXXXX

1. XXXXXXXX

2. XXXXXXXX