

AGREEMENT TO SELL

**Plot No. ----- Survey No. 45/1, 47/1, 48/1 Mouza Khadka,
P.H. NO. 45, Tah.- Hingna, District-Nagpur.**

Agreement for sale made at Nagpur on -----th day of -----, 2018.

Between

- 1. Shri. Prashant Manoharrao Bongirwar,**
Aged about 47 years, Occ. : Business,
R/o 11- A, Khare Town, Dharampeth,
Nagpur-440010.
- 2. Shri. Rahul Arunrao Upganlawar,**
Aged about 43 years, Occ. : Business,
R/o Akshay Heights, Cement Road,
Shivaji Nagar, Nagpur-440010.

(Hereinafter called the Vendors)

Which term and expression, shall unless repugnant to the context or meaning thereof shall mean and includes the said Partnership firm as its partners as well as their legal heirs, representatives executors, administrators and assigns and successors of the PARTY NO. 1.

And

Mrs. -----

Aged ----- Years, Occ. -----

Add. - -----

(Pan No. -----)

Hereinafter referred to as the "**Purchaser**", (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) **The party No.2.**

WHEREAS the land at **Kh. 45/1**, Comprising of, respectively total area admeasuring 4.41 HR, Mouza- Khadka, Tahasil Hingna, District Nagpur is owned & Possessed by the above named Vendor Shri Prashant Manoharrao Bongirwar along with Shri Rahul Arunrao Urganlawar and they acquired the same by way of registered Sale Deed of Kh. No. 45/1 via sale deed no. 4713-2014, dt. 18.11.2014 and their name are recorded in the 7/12 records vide Ferfar No. 911 dated 27.02.2015 for Kh no. 45/1,

WHEREAS the land at **Kh. 47/1**, Comprising of, respectively total area admeasuring 6.37 HR, Mouza- Khadka, Tahasil Hingna, District Nagpur is owned & Possessed by the above named Vendor Shri Prashant Manoharrao Bongirwar along with Shri Rahul Arunrao Urganlawar and they acquired the same by way of registered Sale Deed of Kh. No. 47/1 via sale deed no. 4580-2014, dt. 12.11.2014 and their name are recorded in the 7/12 records vide Ferfar No. 912 dated 27.02.2015 for Kh no. 47/1,

WHEREAS the land at **Kh. 48/1**, Comprising of, respectively total area admeasuring 3.52 HR, Mouza- Khadka, Tahasil Hingna, District Nagpur is owned & Possessed by the above named Vendor Shri Prashant Manoharrao Bongirwar along with Shri Rahul Arunrao Urganlawar and they acquired the same by way of registered Sale Deed of Kh. No. 48/1 via sale deed no. 206-2015, dt. 12.01.2015 and their name are recorded in the 7/12 records vide Ferfar No. 919 dated 13.05.2015 for Kh no. 48/1, there by the above named Vendor becomes the absolute owner of the Scheduled Property, having absolute right & authority to dispose it off to the above named Purchaser.

That vendor is the absolute owner of the **Plot No. ----** out of Survey.No. 45/1, 47/1, 48/1, Mouza Khadka, P.H.No.45, Tah. Hingna, District-Nagpur. That the vendor hereinafter have decided to sale,

transfer and convey the said property to the prospective purchasers i.e. Party No.2.

And whereas, the parties hereto have due deliberations and discussions and as consequences thereof they have arrived at an understanding which they have decided to reduce into writing, being these presents.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSES AS UNDER :-

- 1) That, the purchaser agrees to purchase and vendor agree to sell the property which is more particularly described in the schedule of Property herein after referred i.e. **Plot No. -----** admeasuring (**----- Sq.Mtr.**) (**----- Sq.ft**) by this Agreement for full and final consideration of **Rs.-----/- (Rupees -----only)**.
- 2) The purchaser has been agreed to be paid the below mentioned amount to vendor in the following manner:-
 - 1) **Rs. -----/- (Rs. ----- only)** paid by the purchaser to the vendor by ----- on dated ----- as down payment part of the plot.
- 3) That it is agreed between the parties that the balance payment shall be made on or before ----- the time of the execution and registration of Sale Deed and the said Sale Deed will be executed "Time is the essence of Contract" and the purchaser will be strictly adhere to it in respect of the balance payment and pay the installments regularly,
- 4) That the Vendors assure unto the purchaser that they are absolute owners of the said property and they have right and authority to sell the same.
- 5) That the Vendors hereby assure unto the purchasers that the said property is neither a subject-matter of any acquisition or requisition, nor they have received any notice to that effect till today. That the said property is not a subject-matter of any dispute or pending litigation. That the Vendors hereby assure unto the purchase that the said property is free from encumbrances.
- 6) That the Vendors hereby assure unto the purchaser that their title to the said property is clean, clear and marketable. And also the purchaser has checked the ownership documents of this property.

- 7) That the vendors agree to apply for, obtain and furnish unto the purchaser all such permissions as may be necessary under the prevalent laws for registration of sale-deed.
- 8) That if the vendor refuse, neglect or avoid to get such sale-deed executed then purchaser shall be entitled to terminate this agreement and vendor has to refund the Sale amount within 15 day with 12% bank interest on the amount.
- 9) That it is agreed by the purchaser that the entire layout shall be named and styled as **"Vrindavan Park"**.
- 10) That, the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this Agreement, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.
- 11) That, if any changes in area statement of the layout plan made by the sanctioning authority it will be acceptable by purchaser.
- 12) That, all expenses towards stamp duty, registration charges and **INCIDENTAL EXPENSES** in respect of these presents as well as for the sale-deed will be borne out by the purchaser.
- 13) That, all the formalities regarding R.L. letter from NMRDA and NMRDA sanctioned Map of the said land will be completed by the vendor before execution of sale deed and also mutation will be done by the vendor after execution of sale deed in favor of purchaser.
- 14) That, All development & sanctions will be carried out as per NMRDA – Metro region specification. The layout is spread in 14.30 H.R. lands. All the development like 9mtr & 12mtr, 15mtr wide cement roads, Storm water drainage system, Sewage network system, Water pipeline network throughout the layout, Electrification with Street lights, Avenue Plantation, All around compound wall for OPEN SPACE as per NMRDA specification.
- 15) THAT, the Purchaser is agrees to pay the Maintenance expenses as determined by the vendor after execution & registration of sale deed in favor of purchaser.

SCHEDULE OF PROPERTY.

All that piece and parcel of land of **Plot No. -----** Admeasuring -----
- Sq.Mtr. (----- Sq.ft)of **Mouza Khadka**, out of **Survey No. 45/1, 47/1, 48/1** P.H.No.45, Class-I, Tahsil Hingna, District Nagpur, and same is bounded as under :-

Plot no. ----- Mouza Khadka (Vrindavan Park) Kh no. 45/1,47/1, 48/2

Plot no. ----

North : -----
 South : -----
 East : -----
 West : -----

In witness, whereof parties hereto have set their respective hands and signed this Agreement on the date mentioned above and in the presence of the attesting witness.

Mrs. -----

(Purchaser/PARTY NO. 2)

Shri. Prashant M. Bongirwar

Shri Rahul A. Urganlawar

(Vendors/ PARTY NO. 1)

Witness

1) -----

2) -----