AGREEMENT TO SELL FOR `. /- ONLY

(RUPEES ONLY)

THIS AGREEMENT TO SELL is made on this __ Day of JUNE, 2018 BETWEEN **M/S. SHREE MAHALAKSHMI BUILDERS,** a Partnership Firm having its Registered Office at 22, Paryavaran Nagar, Somalwada Square, Wardha Road, Nagpur – 440 025, (INCOME TAX PAN NO. ABDFS5155N) and acting through its Authorised Partner **SHRI. DEEPAK S/o GULABSINGH SISODIYA**, Aged about 51 Years, Occupation : Agriculturist & Business, (Mobile No. 9822565108) Resident of Resident of Khare Town, Dharampeth, Nagpur, Pin Code No. 440010, Tahsil and District - NAGPUR, hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS,** as well as his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

MR. _____, Aged about ___ years, (Income Tax PAN – _____) (Adhar No. _____) (Mobile No. _____) Resident of _____, Pin Code No. _____, Tahsil - _____ and District – _____, 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 their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Survey/**Khasra No. 278/2**, having a total area of 3.23 Hectares (i.e. 8.00 Acres), Rental Rs. 12.65 held in Bhogwatdar Class-1 Rights of **Mouza : JAMTHA**, P.S.K. 42, Khata No. 374 including all kinds of Trees, Shrubs, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village : Jamtha within the limits of the Grampanchayat : Jamtha in Tahsil : Nagpur (Rural) and District : NAGPUR , Originally belongs to the Vendor herein above named, being their separate self acquired property, having acquired by same by them by two separate sale deeds i.e., 3687 on 11/07/2006 and 5016 on 15/06/2018 which are duly Registered in the Office of the Sub

Registrar Nagpur, with heritable and transferable rights therein and the same is also accordingly mutated in it's name in all relevant records; AND

WHEREAS the Vendor lateron prepared a layout of the said land admeasuring 3.23 Hectare of the Khasra No. 278/2 by carving out various Plots of different sizes therein. And accordingly they prepared a layout on the said land by carving out various plots of different sizes therein and the said layout is temporarily approved by executive Engineer, Nagupr Metropolitan Region Development Authority, dated 17.05.2018 ; AND

WHEREAS the Purchaser hereinabove named have satisfied themselves in respect of the Vendor' title to the said entire and land as well as **Plot No. _____** in the said layout as good, valid and marketable; AND

WHEREAS the Purchaser being desirous of owning an **Plot No. _____** in the said layout for their Residential use in the said Layout on as is where is basis and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser; AND

WHEREAS considering their request and after detailed negotiations the Vendor has now agreed to sell the **Plot No. _____** to the Purchaser for a total consideration of `. _____/- (Rupees _____ Only) upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the VENDOR will SELL and the PURCHASER will BUY the property comprising ALL THAT Piece and Parcel of land bearing **Plot No. _____** out of the layout, containing by admeasurements **_____ Sq Mtrs** being a portion of the entire land bearing Khasra No. 278/2 of **Mouza – JAMTHA**, Patwari Halka No. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, in Tahsil - Nagpur (Rural) and District – NAGPUR more particularly described in the schedule hereunder written.

(2) THAT, the total price agreed is `. _____/- (Rupees _____ Only) which the Purchaser have specifically agreed to pay to the Vendor in the following manner :-

MANNER OF PAYMENT:

`. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof hereby acknowledge by the Vendor.

`.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor on or before _____.
`.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor within a period of _____ (_____) Months only obtaining the Release Letter of the said Plot from Nagpur Improvement Trust.
`.	**_____/-**	**(TOTAL RUPEES _____ ONLY)**

(3) THAT the Vendor assures the Purchaser that the property hereby agreed to be sold is it's separate and self acquired property belonging to it alone having purchased the same by it exclusively from and out of it's own earnings and savings and that none except it has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Grampanchayat Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendor upto the date of Registration of the Sale Deed.

(5) THAT the Vendor shall answer all the reasonable requisition on the title to be made by the Purchaser and shall establish good, valid and marketable title to the property hereby agreed to be sold.

(6) 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 Contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(7) THAT the Purchaser specifically agreed that if any changes in the layout map suggested by the Development authority at the time of release of plot then in such event such changes and area released by the development authority shall be binding on the Purchaser.

(8) THAT the Vendor shall deliver the actual physical possession of the **Plot No. _____** hereby agreed to be sold to the Purchaser or their nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(9) THAT, the sale will be completed within ____ (_____) Months by the Vendor executing a proper Sale Deed relating to the aforesaid property hereby

agreed to be sold in favour of the Purchaser or the nominee(s) appointed by them and the Purchaser paying the balance sale consideration to the Vendor in the manner stipulated hereinabove.

(10) THAT the Vendor shall obtain Release Letter of the said Plots from the Nagpur Improvement Trust, Nagpur regarding the aforesaid proposed transaction of sale and has produced the same in Original at the time of Registration of the Sale Deed.

(11) THAT if the Vendor fails or neglects to fulfill and observe the obligations on her part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of their nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendor and in such event he will be liable to pay all costs and damages to the Purchaser.

(12) THAT if the Purchaser fails or neglects to pay the balance sale consideration/sale price to the Vendor strictly within the time stipulated in Clause 2 above then in such event the Vendor shall be entitled to claim and receive an interest @ 12% (TWELVE PERCENT) Per Annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the Purchaser. However such grace period with interest shall not exceed more than 30 (THIRTY) Days. it is specifically understood and agreed that failure to make payment of balance sale consideration on the stipulated date will entail in cancellation of this agreement automatically without the Vendor having to do anything further. In such a case, the Vendor will deduct 25% of the amount till then received and refund the balance to the Purchaser without any interest within one month of a suitable buyer being found and an agreement being entered into with him.

(13) THAT the Vendor has delivered copies of all the Original/photocopy documents relating to the aforesaid property to the Purchaser at the time of execution of this agreement.

(14) THAT the Vendor does hereby assures/confirms to the Purchaser that he has not created any mortgage, lien, charge or interfere over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same.

(15) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

(16) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the PURCHASER.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing **Plot No. _____** out of the layout, containing by admeasurements **_____ Sq Mtrs** being a portion of the entire land bearing Khasra No. 278/2 of **Mouza – JAMTHA**, Patwari Halka No. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, in Tahsil - Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST -
ON THE WEST -
ON THE NORTH -
ON THE SOUTH -

IN WITNESS WHEREOF THE VENDOR and the PURCHASER hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES:-

FOR M/s. SHREE MAHALAKSHMI BUILDERS

(1) _____

(DEEPAK GULABSINGH SISODIYA)
Partner
VENDOR

(2) _____

(_____)

PURCHASER