R.B-3

Before the Sub Registrar, Nagpur (Gramin/Rural).

AGREEMENT TO SALE

Valued at Rs. ...../-.
Market Value Rs. ...../-.
Stamp Duty of Rs. ...../- is paid.
Registration fees Rs. ...../- is paid.

(Govt. Rate Rs. 6650/- per Sq.Mtrs. Vibhag/ Prabhag – 9.3)

Mouza – Dongargaon, {P.H. No. 73} Survey No.83. (Rajatbhoomi-3)

Plot No. ....., admeasuring ..... **Sq.Mtr. (..... Sq.ft.)**

This Agreement to Sale is executed on .....th day of ....., 2018.

BETWEEN

Mr. .....,
Aged about ..... years, Occ: .....
R/o .....
(PAN No. .....)

(Hereinafter called the Purchaser)

Which term and expression, shall unless repugnant to the context or meaning thereof shall mean and include the said Purchaser as well as his/her legal heirs, representatives executors, administrators and assigns and successors of the PARTY NO. 1.

AND

M/s. Tirupati Developers, (PAN NO. AAEFT 2905 K) a Partnership firm having its office NKY Tower, Ajni Square, Wardha Road, Nagpur through its authorized Partners,

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

(Hereinafter called the Vendor)

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. 2.

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Whereas Party No. 2 is the absolute owner of the **Plot No. .....,** out of Survey. No. 83, Total admeasuring 2.63 H.R. Mouza Dongargaon, Tah. Nagpur (Gramin), District-Nagpur. That the Party No.2 hereinafter have decided to sell, transfer and convey the said property to the prospective purchasers i.e. Party No.1.

And Whereas, the said Survey. No. 83, Total admeasuring 2.63 H.R. Mouza Dongargaon, was purchased by vendor from Shree Maya Real Estate Private limited by way of sale deed which is duly registered in the office of **Jt. Sub Registrar Nagpur-7 (Gramin) at Sr. No. 4152-2016 on 31.05.2016. That, the name of the said vendor is recorded in the 7/12 extract.**

And Whereas, the said Vendors have submitted proposed Residential Layout Plan of the said land to the office of NMRDA Nagpur. That the Assistant Engineer, NMRDA Nagpur has issued sanction layout map on dated 27.04.2018.

And whereas, the said Vendors have executed Power of Attorney in favour of **Shri. Nishant Vasantrao Yangatwar** for presentation of document, which is duly registered in the office of Sub Registrar Nagpur No. 8, at **Sr.No.3210/2016 on 30.11.2016**.

And whereas, the purchaser is desirous for purchasing the said property as she/he came to know about the intention of the vendor, he approached vendor with an offer to purchase the said property;

And whereas, the Purchaser has inspected all the documents in respect of the title of the said property along with sanctioned layout plan and has satisfied himself that the tile is absolutely clear, transferable and marketable.

And whereas, the purchaser is desirous to own the said property/Plot approached the Vendor and after detail negotiations worked out the cost of the above said property. That the Vendor is also ready and willing to transfer the said **Plot No. .....** by way of Sale and the purchaser having offered to purchase the same for the total consideration of **Rs. _____/- (Rs. _____ only)** as per the prevailing market rate of the above property, the Vendor have accepted the proposal of purchaser and accordingly all the Parties hereto have agreed to execute and registered the present document in respect of the property mentioned in schedule by Vendor in favour of purchaser on the following agreed terms and conditions.

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And whereas, parties hereto decided to reduce into writing the oral terms and conditions settled between the parties in form Agreement to Sale.

NOW THEREFORE, THIS DEED OF AGREEMENT TO SALE WITNESSTH AS UNDER:

1. That in pursuance of the terms and condition herein the Vendors do hereby Agreement to Sale the property mentioned in schedule of property, in favour of the purchaser, upon receipt of total consideration of **Rs. ...../- (Rs. ..... only)** That the details of the said payment are as follows: -

   i. Rs ...../- Dated ..... by Cheque No. ..... Drawn on ..... Bank.
   ii. Rs ...../- Dated ..... by Cheque No. ..... Drawn on ..... Bank.
   iii. Rs ...../- Dated ..... by Cheque No. ..... Drawn on ..... Bank.

   Total: Rs: ...../- (..... Only)

2. That, the purchaser shall pay the **balance amount of Rs. .....** towards the consideration of sale of the aforesaid property, to the vendor on or before execution of the Sale deed of the said property by the vendor in favor of purchaser at the time of Registration and execution of Sale Deed.

3. That, the purchaser shall get the Sale Deed executed and registered in his favor from the vendor by paying the balance consideration of sale mentioned in the **above Para to the vendor**.

4. That, the vendor shall deliver vacant possession of the said plot of land to the purchaser on execution and registration of sale deed and on receipt of the entire consideration amount from the purchaser by the vendor and purchaser will pay some of the above amount to ---------- (Associate name) from time to time.

5. That, the Vendors assures unto the purchaser that the said property or any part thereof is neither a subject matter of any acquisition or requisition nor they have received any notice to that effect till today.

6. That, the Vendors hereby assures to the purchaser that said property is not the subject matter of dispute or pending litigation.

7. That, the Vendors hereby assures unto the purchaser that they have full and absolute authority to Agreement to Sale of the said property in favour of purchaser.

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8. That, the purchasers will abide himself with terms and conditions mentioned in the orders passed under u/Section 44(1) and 123 of the Maharashtra Land Revenue Code, 1966 and other Competent Authority, which are in force and take all necessary steps of its own for their effective execution.

9. That, all the development charges, taxes, cesses, works contract tax, and any other charges payable in respect of the said property will be payable by the Vendor till the execution of sale deed.

10. That, it is specifically agreed and accepted between the above named Purchaser and the Vendor that Vendor shall pay the Development Cost as made applicable/demanded by Nagpur Metropolitan Region Development Authority (NMRDA) or by any other regulatory authority/ Government Department which is agreed and accepted by the Purchaser and hence the Vendor is executing this Agreement to Sale in favor of the Purchaser.

11. That, the property sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any misstatement, error or omission shall be discovered, subsequently the same such misstatement, error or omission will always be subject to correction by the parties hereto.

12. That, all the expenses towards stamp duty, registration charges, scanning and incidental expenses hereto are borne and paid by the purchaser.

SCHEDULE OF PROPERTY.

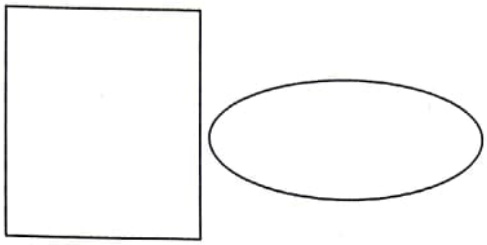
All that piece and parcel of **Plot No. .....**, admeasuring **.....** Sq.Mtrs. (..... Sq.Ft.), out of **Survey No. 83**, of Mouza **Dongargaon**, Total admeasuring 2.63 HR. (Khate No.....), P.H.No.73, Class-I, Tah. Nagpur (Gramin), District Nagpur. The said plot is bounded as under:-

North :
South :
East :
West :

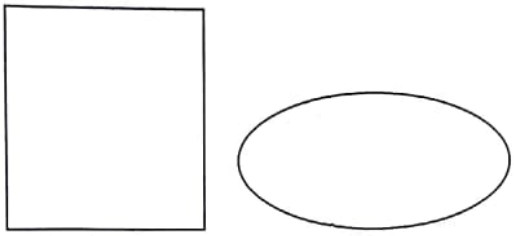
In witness whereof the parties to this deed of Sale have signed on the date, month and year mention hereinabove in the presence of witness. That as per the instructions/information and the documents provided by the parties hereto, Mrs. Swati Ambule has drafted the present Agreement to Sale.

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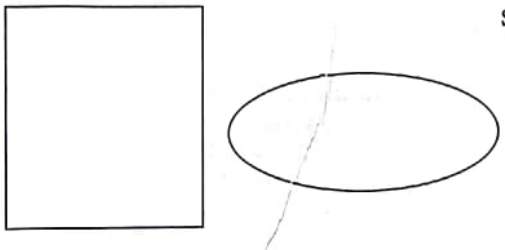
Plot No. ...., admeasuring ..... Sq.Mtrs.(..... Sq.Ft.)Survey No. 83, Mouza Dongargaon,



Mr. .....
(Purchaser/PARTY NO. 1)



M/s. Tirupati Developers, through its authorized partners



Shri. Prashant Manoharrao Bongirwar,

Shri. Rahul Arunrao Upganlawar.
(Vendors/ PARTY NO. 2)

WITNESSES :-

1) ----------

2) ----------

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