AGREEMENT FOR SALE

This Agreement of Sale made on _____ day of _____ 20

Between

Shri Udesh S/o Suryabhan Nayak, Aged about _____ years, Proprietor : Surya Buildcon & Developers, Regd. Office at Shop No.98, Handloom Market, Gandhibag, Nagpur, r/o Surya bhawan, Near Gitanjali Talkies, Hansapuri, Nagpur, hereinafter referred to as the '**vendor**' , which expression shall unless repugnant to the context or meaning thereof, always means and include the said Vendor as well as, their legal heirs, legal representatives, administrators and assignees.

A N D

Shri_____

aged about_____years, resident of_____

_____,

hereinafter referred to as the "**Purchaser**", which expression shall unless repugnant to the context or meaning thereof always means and include the said Purchaser, as well as their legal heirs, legal representatives, administrators and assignees.

Whereas Vendor is the absolute owner of Land, admeasuring 1.97 Hectares, bearing Kh.No.152 PH No.16, Mouza Ubali, situated at Ubali, Tah. Kalmeshwar, Dist.Nagpur. The Vendor purchased the same from Shri Jayprakash Popatlal Vasani and Shri Naresh Jagjivandas Vasani, vide Sale Deed Dated 4/9/2017, duly registered in

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the office of Sub Registrar, Kalmeshwar, at Sr.No.1794. Thus Vendor becomes an absolute and exclusive Owner of the aforesaid property and same is also mutated in his name in all relevant records.

That the Vendor had converted the aforesaid agriculture land into Non agricultural land, for Non Agricultural use, by obtaining appropriate permission from the collector, Nagpur, vide order dated _____. Copy of which hereto is annexed as Annexure 'A'.

The vendor with the assistance of his Architect carved out one layout on the aforesaid land and divided the said land into 50 Plots, of various sizes, along with internal roads, space for common use like children play ground, community hall. That the said layout has been duly approved by the Town Planning authority and the collector, Nagpur, by order No_____ dated _____. Copy of which is annexed as Annexure B.

That during the pendency of the development work; the vendor proposes and willing to sell the plots therein to the respective prospective purchasers for the constructions of residential and commercial premises.

The purchaser is willing and intending to purchase one of the plot from the said layout, bearing Plot No._____, admeasuring _____ sq.ft, on total valuable consideration of Rs._____(_____) @ RS._____ per sq.ft.. The vendor shall sell and the purchaser shall purchase the

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said Plot No._____, on as and where basis, subject to the following condition hereinafter mentioned below. The said consideration price is exclusive of the costs of development of the Sale plot, which will be actually incurred by the vendor. The copy of the said layout with the location map of the said plot No____ is hereto annexed as Annexure 'C'.

That the Purchaser on the date and time of execution of the agreement to Sale, has paid an earnest money of Rs._____ (_____), out of the total consideration amount.

The parties have agreed and binding to the following terms and conditions;

That it is agreed by and between the Vendor and the Purchaser that remaining outstanding amount towards total consideration, shall be paid by the purchaser in installments of Rs._____ per month, payable by him on or before last week of each month, till full and final payment of the total consideration amount. The purchaser shall pay the monthly installments regularly without fail on or before last week of each month.

It was agreed by and between the Vendor and the purchaser that in the event purchaser failed to make payment of the installment amount continuously for three months, in that case he is liable to pay interest at the rate of 12 % per month to the Vendor.

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It is agreed by and between the vendor and purchaser that the purchaser, if failed to make payment of the installment amount continuously for six months, then the vendor shall be at liberty to cancel the agreement of Sale and Shall be at liberty to sell the said Plot to another prospective Customer, for which the purchaser should not have any objection.

That vacant possession of the Plot will be handed over to the Purchaser only after payment of the entire total consideration amount on the date of execution of the Sale Deed.

The sale Deed shall be executed on or before _____, failing which the agreement shall be cancelled by giving fifteen days prior written notice to the defaulting party canceling the agreement.

On completion of the sale (i.e after Payment of full consideration amount), the vendor shall execute the Sale Deed in favour of the purchaser or his nominee and all costs and expenditures to such Sale deed including stamp duty, registration charges etc shall be paid by the prospective purchaser.

The Sale deed will contain a covenant for production of the document of title in possession of the vendor, in favour of the purchaser and the purchaser will not be entitled to ask or compel for the custody of the original documents.

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Schedule of Property

Plot No _____, Admeasuring _____, out of the layout Carved in the name and style as **SURYA NAGARI**, situated on the land admeasuring 1.97 hectares, bearing Kh.No.152 PH No.16, Mouza Ubali, situated at Ubali, Tah Kalmeshwar, Dist.Nagpur and bounded by ;

On The East :

On the West :

On the North :

On the South :

IN WITNESS whereof the parties have put their respective hands and signed this agreement of Sale at Nagpur, at their free will and accord on dated _____ and same written and executed in presence of the following attesting witnesses.

Witnesses

1. **Vendor**

2. **Purchaser**

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