AGREEMENT TO SALE

THIS AGREEMENT TO SELL is executed on this …….. day of ……, 2019 at NAGPUR.

(Project Name- "Shivam Empire" , Rera Registration No-…….)

BETWEEN

1..……Pan No……..,

2……..PAN No- ……...

A joint owner, Having its office at 2nd Floor Bhwani Chamber Ajni Chowk Nagpur15:

Hereinafter called the VENDORS, which expression shall unless repugnant to the context or meaning thereof, always mean and include, the 'VENDORS' as well as her heirs, legal representative, executors, administrators, successors and assigns of the FIRST PART.

AND

……..

……..

……..

hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof, always mean and include, the 'PURCHASER' as well as his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS THE VENDORS are the absolute owner of all piece and parcel of the land bearing Plot No**. ……. admeasuring about ……. Sq. fts**, (**……Sq.Mtrs)** out of Khasra No. 94, Mouza Panjri (bu), P.H. No. 42, Tah. & District – Nagpur.

WHEREAS for cogent reasons and good causes the Vendors has decided to sell developed plots with all development as per NMRDA and sanctioned by Collector Nagpur as per NA order No. ……. , The aforesaid plot to any interested buyer and to utilize the sale proceeds thereof in their best interests and for the benefits of their family members; AND

WHEREAS, the Vendor being thus desirous of selling the aforesaid property and the Purchaser hereinabove named having expressed his desire and willingness to purchase the same for a fairly good price, the Vendor has agreed to sell the same to the Purchaser for a total valuable consideration of **Rs. ……/- (Rupees. …….. only)** upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the Vendor has agreed to sale and the Purchaser had agreed to purchase the aforesaid Property for a total sell consideration of **Rs……../- (Rupees. …….. only)** which is more fully described in the schedule annexed hereto.

2. The purchaser has paid and agreed to pay the entire sale consideration amount of **Rs. ……**/- in the following manner :

(i) Rs. ……/- (Rs. …… only) Paid by cheque at the time of booking vide cheque no. …… dated ……., drawn on State Bank of India.

(iii) Rs……/- (Rs. ……..only) paid by the purchaser to Vendor by Cheque No._____ Bank at the time of sale Deed (within …….. month)Executed.

_____

Rs. ……../- (Rs. …….. Only)

3. The Vendors hereby covenants with the Purchaser that they shall deliver the vacant possession of the said property at the time of execution and registration of the sale-deed.

. That, the Patwari taxes on the said property shall be borne by and paid for by the Vendors up to the date of the execution and registration of sale deed in favour of the Purchaser.

5. That on the execution and registration of sale deed the vendors agrees to render all necessary assistance to the purchaser to enable the purchaser to mutate his name in respect of the said property in all relevant records of the concerned local authority and government departments to perfect his title of ownership.

6. That, the Vendors shall handover all the original documents in respect of the aforesaid property to the Purchaser at the time of execution and registration of the sale-deed.

8. That the parties herein have agreed that in case for any reason whatsoever if the purchaser fails to clear the aforesaid cheque on the due dates as mentioned herein above the agreement shall stand cancelled without any further notice and the VENDORS shall be at liberty to sale the aforesaid plot to any other prospective purchaser.& then refund the paid amount less by deduction of 10% as a damages & losses.

9. That all the expenses for execution of the sale deed, cost of stamp duty, registration charges etc. shall be borne by the purchaser. The Purchaser shall make the complete payments and get the Sale Deed executed and Registered before the Sub-Registrar, Nagpur within **……. months** as agreed herein above.

SCHEDULE OF PROPERTY

All piece and parcel of the land bearing Plot No. **……,** admeasuring about …….. Sqfts. (……. Sq. Mtrs.), out of Khasra No. 94 , Mouza Panjri (Farm) , P.H. No. 42, Tah. & District – Nagpur and bounded as under;

TOWARDS EAST : ……

TOWARDS WEST : ……

TOWARDS NORTH : ……..,.

TOWARDS SOUTH : ……....

IN WITNESS WHEREOF the parties herein above signed on this …….day of ……., 2019 at Nagpur, in presence of the attesting witnesses.

VENDORS

WITNESSES:

(1)SHRI MACHINDRA RAMCHANDRA KADAM

(1)

(2)

(2)SHRI VIJAY TILOKCHANDJI BORUNDIYA

(……)

PURCHASER

MACHHINDRA R KADAM AND VIJAY T BORUNDIYA

ALLOTMENT LETTER

We Undersigned **Shri. Machhindra ramchandra Kadam and Shri Vjay Tilokchand Borundiya** in our Project **"Shivam Empire"** Survey no. 94 mouza- Panjri (Bu) Tah- Dist- Nagpur (M.H), P.S.K. NO 42. confirm that Plot No.- ……..of "Shivam Empire" having area of-…….sq.mtrs (……. Sq. ft) is allotted to **Smt/Shri.** ……..

Shri. Machhindra R Kadam

Shri. Vijay T Borundiya