



महाराष्ट्र MAHARASHTRA

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Stamp Vendor
Coll. OTI NAGPUR

Rev. Cass. No. 133-B

103174-75 Di 21/5/08

Name

श्री. दिपक शुभेशराव गडगे
श्री. दिपक शुभेशराव गडगे

NAGPUR TREASURY

BC 141767

10 DEC 2008

✓

PC/Stamp PC/Dr. Clerk

AGREEMENT TO SALE

THIS AGREEMENT OF SALE is made on this 30th day of March 2009 between : Shri. Deepak Shureshrao Gadge, Age 34 Yrs. Occupation - Agriculturist, R/o. Dhantoli, Nagpur, hereinafter called the OWNER which expression shall, unless repugnant to the context or meaning thereof always mean and include the said OWNER as well as, their heirs, legal representatives, executors, administrators, successors and assign of the FIRST PART.

AND

[Signature]

[Signature]

MOTHERS PET EDUCATION SOCIETY through its Secretary Mr. Arun Dev Upadhyaya age 59 Yrs. its registered office at Behind Saraf Chambers, Sadar, Nagpur- 440001, hereafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always means and includes the said FIRM as well as, their respective, heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART. J.C. ✓

WHEREAS ALL THAT Piece and Parcel land admeasuring 0.81 HR. and 0.40 HR. out of 0.89 being a portion of the entire land bearing Kh. No. 54/2, 54/1 of MOUZA- JAMTHA , P.H. No. 42, bearing Tahsil- Nagpur (Rural) and District – Nagpur, belongs to the aforesaid Owner; AND.

WHEREAS for financial reasons and good cause the aforesaid Owner has now decided to sell the aforesaid property after detailed negotiations have now agreed to sell the aforesaid property on following terms and conditions.

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

- 1) THAT the OWNER does hereby agrees to the sale of property comprising all that Piece and Parcel land admeasuring 0.81 HR. and 0.40 HR. out of 0.89 being a portion of the entire land bearing Kh. No. 54/2, 54/1 of MOUZA- JAMTHA , P.H. No. 42, bearing Tahsil- Nagpur (Rural) and District – Nagpur, hereinafter shortly called as 'THE SAID PROPERTY' and more described in the Schedule attached herewith.
- 2) The OWNER shall sell and the Purchaser shall purchase the property particularly mentioned described in Schedule hereto and hereinafter referred to as the said property as an from encumbrances, attachments or other defects in title. The OWNER after detail negotiation agreed to sell the aforesaid property for Rs. 2,00,00,000 /- (Rupees Two Crores only) [REDACTED] the payment shall be made in the following manner :-

[Signature]

[Signature]

MANNER OF PAYMENT

- 1) Rs. 1,50,00,000/- Agreed to be paid at the time of execution of this agreement by Cheque No. 742864 & 000059 date 30.3.09 Drawn on Indus Ind Bank, Nagpur Branch, Ramdaspeth, Nagpur.
one crore fifty lakh only
- 2) Rs. 50,00,000/- Balance payment agreed to be paid at the time of execution of sale deed on or before one month from date of agreement.
Fifty Lakh only

Total 2,00,00,000/-
Two Crores only

3) THAT the sale of the said property will be free from any encumbrances of all kinds including any Mortgage, Sale, Transfer any taxes or dues, bills or other outgoings on the property hereby agreed to be sold and payable by the Owner upto the date of execution of this Agreement. If any amount is found due subsequently and payable by the Owner, in such a case the Owner hereby undertakes to pay the same immediately to the proper authorities and keep indemnified from such liabilities.

4) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule written hereunder and if any mis-statement, error or omission is discovered, the same shall not annul this Agreement but all the same such mis-statement, omission and error will always be subject to the corrections by the parties hereto.

5) THAT in case the Owner fails or neglects to fulfil and observe all or any of the obligation on their part as hereinabove contained or otherwise by the law and also to execute various Agreement to Sale Deeds and various kinds of documents as stipulated above, the Purchaser shall be entitled to enforce specific performance of this contract by instituting legal proceedings against the Owner and in such event the Owner shall be liable to reimburse all costs and damages to the end and shall also have the choice of depositing the balance sale price in court of law and get the Sale Deed (s) executed in it's favour or in favour of it's nominee (s) being the prospective buyers.

[Signature]

[Signature]

SCHEDULE REFERRED TO ABOVE

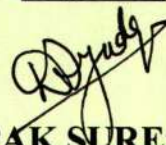
ALL THAT Piece and Parcel land admeasuring 0.81 HR. and 0.40 HR. out of 0.89 being a portion of the entire land bearing Kh. No. 54/2, 54/1 of MOUZA- JAMTHA , P.H. No. 42, bearing Tahsil- Nagpur (Rural) and District – Nagpur, and bounded as under :-

ON THE EAST : _____
 ON THE WEST : _____
 ON THE NORTH : _____
 ON THE SOUTH : _____

IN WITNESS WHEREOF the parties hereto have signed, executed this AGREEMENT OF SALE.

Witnesses :

OWNER

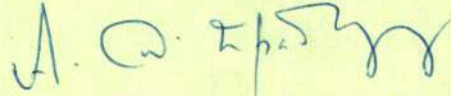


(1) _____

SHRI. DEEPAK SURESHRAO GADGE

(2) _____

PURCHASER



**SHRI. ARUN DEV UPADHYAYA
 MOTHERS PET EDUCATION SOCIETY
 Through Secretary**