AGREEMENT TO SELL

Plot No. ..... Survey No. 14, Mouza Dongargaon,
Nagpur Gramin, District-Nagpur.

Agreement for sale made at Nagpur on .....st day of sep., 2019.

Between

1. **Shri. Prashant Manoharrao Bongirwar,**
   Aged about 48 years, Occ. : Business,
   R/o 11- A, Khare Town, Dharampeth,
   Nagpur-440010.
2. **Shri. Rahul Arunrao Upganlawar,**
   Aged about 44 years, Occ. : Business,
   R/o Akshay Heights, Cement Road,
   Shivaji Nagar, Nagpur-440010.

(Hereinafter called the Vendors)

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. 1.

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And

Shri. .....

Age. .... Years, Occ. .....

R/o, ...

(Pan No. .....

Hereinafter referred to as the **"Purchaser",** (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) **The party No.2**.

AND

WHEREAS the land at Kh. 14, Comprising of, respectively total area admeasuring 1.20, Mouza- Dongargaon, Tahsil Nagpur (Gramin), District Nagpur is owned & Possessed by the above named Vendor Shri Prashant Manoharrao Bongirwar along with Shri Rahul Arunrao Upganlawar and they acquired the same by way of registered Sale Deed of Kh. No. 14 via sale deed no. 10420/2018, dt. 22/11/2018 and their name are recorded in the 7/12 records vide Ferfar No 2707 for Kh no. 14, there by the above named Vendor becomes the absolute owner of the Scheduled Property, having absolute right & authority to dispose it off to the above named Purchaser.

That the Assistant Engineer, NMRDA Nagpur has issued final sanction layout map on dated 30/08/2019.

And Whereas, the Collector Nagpur has issued Non-Agriculture order in NAP case No. 44/NAP-34/2019-20 in respect of survey no. 14 admeasuring 1.20 H.R from the Hon'ble Collector Nagpur under Section 44 of the Maharashtra Land Revenue Code, 1966 in respect of the said land.

And whereas, the purchaser is desirous for purchasing the said property as he/she came to know about the intention of the vendors, he approached to the vendors 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 final sanctioned layout plan and has satisfied himself/herself that the title is absolutely clear, transferable and marketable.

And whereas, the purchaser is desirous to own the said property/Plot approached to the Vendors and after detail negotiations worked out the cost of the above said property. That the Vendors is also ready and willing to transfer the said **Plot No.....** by way of Agreement to Sale and the purchaser having offered to purchase the same for the total consideration of **Rs...../- (Rs. ..... only)** as per the

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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 Vendors in favour of purchaser on the following agreed terms and conditions.

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

NOW THEREFORE, THIS AGREEMENT TO SALE WITNESSTH AS UNDER:

1) That, the purchaser agrees to purchase and vendor agree to sell the property which is more particularly described in the schedule of Property herein after referred i.e. **Plot No. .....** admeasuring **..... Sq.Mtr. (..... Sq.ft)** by this Agreement for full and final consideration of **Rs...../- (Rs. ..... only)** The purchaser has been agreed to be paid the below mentioned amount to vendor in the following manner:-

1) **Rs. ...../-** **(Rs. ..... only)** paid by the purchaser to the vendor/Consenter by cheque no. ..... Drawn on ..... Bank on dated ....., as down payment of the plot.

1. That it is agreed between the parties that the balance payment shall be made on or before ..... at the time of the execution and registration of Sale Deed and the said Sale Deed will be executed 'Time is the essence of Contract 'and the purchaser will be strictly adhere to it in respect of the balance payment,

2. That the Vendors assure unto the purchaser that they are absolute owners of the said property and they have right and authority to sell the same.

3. That the Vendors hereby assure unto the purchasers that the said property is not a subject-matter of any acquisition or requisition, nor they have received any notice to that effect till today. That the said property is not subject-matter of any dispute or pending litigation. That the Vendors hereby assure unto the purchase that the said property is free from encumbrances.

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4. That the Vendors hereby assure unto the purchaser that their title to the said property is clean, clear and marketable. And also the purchaser has checked the ownership documents of this property.

5. That the vendors agree to apply for, obtain and furnish unto the purchaser all such permissions as may be necessary under the prevalent laws for registration of sale-deed.

6. That if the vendor refuses neglects or avoid getting such sale-deed executed then purchaser shall be entitled to terminate this agreement and vendor has to refund the given amount.

7. That it is agreed by the purchaser that the entire layout shall be named and styled as **'Highway Glory"**

8. 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 Agreement, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

9. That, all expenses towards stamp duty, registration charges and incidental expenses in respect of these presents as well as for the sale-deed will be borne out by the purchaser.

10. That, All development & sanctions will be carried out as per NMRDA – Metro region specification. The layout is spread in 1.20 H.R. land. All the development like 9mtr. & 12 Mtr. wide Cement roads, Storm water drainage system, Sewage network system, Water pipeline network throughout the layout, Electrification with Street lights, Avenue Plantation, Fenced compound boundary, Landscaped garden, children Park All around compound wall for OPEN SPACE AS PER NMRDA specification.

SCHEDULE OF PROPERTY.

All that piece and parcel of land of **Plot No. .....** admeasuring (..... Sq.Mt.) (..... Sq.ft) of **Mouza Dongargaon**, out of **Survey No. 14**, P.H.No.73, Class-I, Tahsil Nagpur Gramin, District Nagpur, and same is bounded as under :-

Plot no. .....

North : .....

South : .....

East : .....

West : .....

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In witness, whereof parties hereto have set there respective hands and signed this Agreement on the date mentioned above and in the presence of the attesting witness.

Shri. .....
(Purchaser/PARTY NO. 2)

Mr. Prashant M. Bongirwar

Mr. Rahul A. Upganlawar
(Vendors/ PARTY NO. 1)

Mr. .....
(Consenter/ PARTY NO. 3)

Witness: -

.....

.....

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