AGREEMENT TO SALE OF PLOT

(PURCHASE VALUE OF Rs. /-)

Plot No. , Kh. No.151/1, Mouza – Sukli (Gupchup).

THIS AGREEMENT TO SALE IS executed on this ____th day of _____ 2015, BETWEEN

NIRVANA INFRA CREATION PROJECTS PVT. LTD, (PAN No. AADCN2966Q) Office address at 2nd floor, Plot No.7, Gawande layout, Ring road, Khamla, Nagpur – 15through its Director**Shri Prashant S/o Subhash Narkhede,** Aged about 35 Years, Occupation – Business, hereinafter referred to and called as the **PURCHASER,** which expression unless repugnant to the context and meaning thereof shall always mean and include the said purchaser, its partners, Directors, legal representatives, successors administrators, executors, nominees etc of the**FIRST PART.**

AND

Mr. _____, (PAN No. _____)aged about ____ years, occupation – _____, R/o _____ _____, hereinafter referred to and called as the **PURCHASER**, which expression unless repugnant to the context and meaning thereof shall always mean and include the said purchaser, his legal heirs, legal representatives, successors administrators, executors, nominees etc of the **SECOND PART.**

1. WHEREAS, the Seller already got executed the registered agreement to sale from**Mr. Anuj Badjate S/o ShantilalBadjate**, (PAN No. ABOPB5644E) aged about 48 years, occupation – Agriculturist/Business, R/o “Shantiniketan” 3C/2, Dharampeth, Nagpur 440010, Tahsil and District – Nagpur**for purchasing** entireKh. No.**151/1**, P.H.No. 45, Mouza – **Sukli (Gupchup),** admeasuring 1.17H.R., Gram-Panchayat – Sukali, Khate No.83, Cess Rs.1.21, Class – I rights,Tahsil – Hingna, District - Nagpur. That the said agreement is duly registered with Sub Registrar Office, Hingna.

2. That, on the basis of that agreement to sale the seller decided to carve layout in the said field and to sale plots to various needy persons. That the seller in short period going toget execute the sale deed of above Kh.No.151/1 from Mr.AnujBadjate and N.A./T.P. prior to the execution of sale deed with purchaser.

3. AND WHEREAS, now, the Seller desires to sell the property, for its better prospects and the purchaser being desirous of owning the above property for his use with transferable rights therein, has approached to the Seller and after detail negotiations, the Seller has agreed to sell the above said property to the purchaser for total consideration of Rs._____/- (Rs. _____). That the purchaser shall pay the consideration amount to the seller as per mode of payment -

4. MODE OF PAYMENT :

Rs. 00,000.00	Paid by cash on _____ as a tokan
Rs. ,00,000.00	Paid by cheque No._____ dated _____, drawn on _____, Nagpur.
Rs. ,00,000.00	Purchaser will pay at the time of execution and registration of sale deed before 31.03.2017.

Rs. ,000.00	Total (Rs. _____ only)

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5. That, the Seller is in need of money for its betterment and the purchaser having offered the reasonable market price, this agreement to sell is executed, by free consent of both the parties.

6. **NOW THIS AGREEMENT WITNESSETH AS UNDER**

i) That the Seller shall sell and the Purchaser shall purchase the said property for a total consideration of Rs._____/- (Rs. _____ only). That the purchaser has paid the part amount to the seller as stated above.

ii) That, seller agrees to clear and sell the property absolutely free from all encumbrances, and with clear title to the property, including all its/his rights, interest, easements and other claims of whatsoever nature to the property.

iii) That, the seller shall hand over the vacant possession of the property to the purchaser at the time of execution of sale deed.

iv) That, the seller shall hand over all copies of the documents in respect of the title of the property, to the purchaser prior to execution of sale deed.

v) That, the purchaser shall bear all the expenses for the execution and registration of the sale-deed, including the stamp duty, registration fees and advocate fees.

vi) That the seller shall bring all the required documents for registration of sale deed i.e. Praposed N.A./T.P., Sanction map etc.

vii) That Seller shall clear its all dues / taxes levied on the said property like taxes / N.A. charges etc. prior to execution of sale deed. However purchaser shall pay taxes from the date of booking of his/her plot.

viii) That both the parties further agreed that they will co-operate to each other for getting execute the sale deed. That the sale deed be execute on or before Dt.-------. However for any reason if the work of sanctioned could not complete within time limit, then the time limit shall be extend by the sellers till completion of said work by all means.

ix).That both the parties shall agreed to execute the sale deed as per sanctioned plan from the competent authority, the area of the plot is reduced or enhanced while sanctioning the plan/map, both the parties will not object for that. However in that case the consideration price of plot will be changed as per the area of plot.

SCHEDULE OF THE PROPERTY – A

All that piece and parcel Plot No._____, from the Kh. No.**151/1**, P.H.No. 45, Mouza – **Sukli (Gupchup),** admeasuring _____ Sq.feet (Sq.Meter), Gram-Panchayat – Sukali, Khate No.83, Tahsil – Hingna, District - Nagpur, Said plotis bounded as under –

TO THE EAST - Plot No.

TO THE WEST - Road
TO THE NORTH - Plot No.
TO THE SOUTH - Plot No.

In witness whereof, the parties hereto have put their respective hands and signed this agreement on this day in presence of the following attesting witnesses, absolutely of their free will and accord and without any kind of influence from anybody. They are read over the contents of the agreement and explain the same in vernacular, which they admit to have understood and found as correct as per their instructions.

WITNESSES : **SELLER**

1.

NIRVANA INFRA CREATION PROJECTS PVT LTD
THROUGH ITS DIREICTOR
MR.PRASHANT SUBHASH NARKHEDE

2. **PURCHASER**

(_____)