

AGREEMENT TO SALE

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

(Project Name- “**Shivam Empire-2**” , Rera Registration No-
.....)

BETWEEN

M/s SHRINATH DEVELOPERS AND BUILDERS THROUGH PARTENERS

1. SHRI VIJAY TRILOKCHAND BORUNDIYA

Aged - Years Occupation -

Pan No.....,

2. SHRI MACHHINDRA RAMCHANDRA KADAM

Aged - Years Occupation -

Pan No.....,

Having its office at 2nd Floor Bhawani 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, ALL THAT piece and parcel of land bearing **Khasara No. 76/3**, Area- 0.81 H/R, situated at **Mouza- Shankarpur**, P. H. No. 42, Situated at Village – Shankarpur, within the limits of **Shankarpur**, in Tahsil- Nagpur (Gramin), District – Nagpur was belonging to 1. **Shri. VANTA PANDURANG DIVATE** and 2. **PRAVIN PANDURANG DIVATE** (Consenters – **Shri. 1. ATUL PREMCHAND TAJPURIYA 2. PRASHANT BABASAHEB WASADE 3. SUDHIR UMAKANT VEDPATHAK**) being owners, later on said property by way of sale **Shri. VIJAY TILOKCHAND BORUNDIYA And Shri. MACHHINDRA RAMCHANDRA KADAM** the VENDOR/s hereinabove named by Sale Deed Dated- 02/06/2011 which is duly registered at the office of the sub-registrar, Nagpur- 7 (Gramin) vide document No- 4139/2011.

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. 76/3, Mouza Shankarpur, 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. 76/3 , Mouza - Shankarpur , 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, 2020 at Nagpur, in presence of the attesting witnesses.

VENDORS

WITNESSES:

**M/S SHRINATH DEVELOPERS AND
BUILDERS THR Partners**

(1)

(1)SHRI MACHINDRA RAMCHANDRA KADAM

(2)

(2)SHRI VIJAY TILOKCHANDJI BORUNDIYA

SHRI/SMT XYZ.....

PURCHASER

ALLOTMENT LETTER

We Undersigned Partners of M/s SHRINATH DEVELOPERS AND BUILDERS 1. Mr. Machhindra Ramchandra Kadam and 2. Mr. Vijay Tilokchand Borundiya in our Project “Shivam Empire 2” Survey no. 76/3 mouza– Shankarpur Tah– Dist– Nagpur (M.H), P.S.K. NO 42 confirm that Plot No.– of “Shivam Empire 2” having area of– sq.mtrs (..... Sq. ft) is allotted to Smt/Shri.,

M/s SHRINATH DEVELOPERS AND BUILDERS
Through Partners

Shri. Machhindra R Kadam

Shri. Vijay Tilokchand Borundiya