AGREEMENT

THIS AGREEMENT is executed on this …… day of ……., 2020 at NAGPUR

BETWEEN

1. SHRI **MACHHINDRA RAMCHADNRA KADAM**
   Aged about 54 years, Occ.
   Business. (PAN-ABWPK9022B),

2. SHRI. **ROHIT MACHHINDRA KADAM** Aged about 29 years, Occ.
   Business. (PAN-DIEPK1320L),

3. SAU. **GEETA MACHHINDRA KADAM** Aged about 45 years, Occ.
   Business. (PAN-ABWPK9019N),
   All Resident of – Dinkar Apartment Dhantoli Nagpur-10

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

AND

1. ……

……..

……...

……

Resident of ……..

{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/her, legal representatives, executors, administrators, successors and assigns on the SECOND PART.}

WHEREAS THE VENDORS Shri. **Machhindra Ramchandra Kadam And Shri. Rohit Machhindra Kadam** are the absolute owners of all piece and parcel of the land bearing Khasra No. 38/1 Area- 2.42 HR Mouza- Gotad Panjri , P.H. No. 38-A, Tah. & District – Nagpur land purchased by the VENDOR vide Registered SALE DEED No-2488/2014 Dated- 25/04/2014 Registered in the office of the sub-registrar, Nagpur- 7(Gramin) from 1. **Shri. SANDEEP SHESHRAO SAMBARE AND 2. SHRI. AMOL SHAMRAO SAMBARE.**

WHEREAS THE VENDORS Shri. Machhindra Ramchandra Kadam And Shri. Rohit **Machhindra** Kadam are the absolute owners of all piece and parcel of the land bearing Khasra No. 38/2 Area- 1.47 HR Mouza- Gotad Panjri , P.H. No. 38-A, Tah. & District – Nagpur land purchased by the VENDOR vide Registered SALE DEED No-5683/2013 Dated- 16/11/2013 Registered in the office of the sub-registrar, Nagpur- 7(Gramin) from 1. **Shri. AMOL SHAMRAO SAMBARE 2. SHRI. AVIRAT SHAMRAO SAMBARE 3. SAU NIRMALA VISHNUJI ARASPURE 4. SMT. KAUSABAI KISAN GAVHANKAR.**

WHEREAS THE VENDORS Shri. **MACHHINDRA RAMCHANDRA KADAM** AND Shri. **ROHIT MACHHINDRA** KADAM

are the absolute owners of all piece and parcel of the land bearing Khasra No. 38/3 Area- 1.47 HR Mouza- Gotad Panjri , P.H. No. 38-A, Tah. & District – Nagpur land purchased by the VENDOR vide Registered SALE DEED No-5684/2013 Dated- 16/11/2013 Registered in the office of the sub-registrar, Nagpur- 7(Gramin) from 1. **Shri. SANDEEP SHAMRAO SAMBARE 2. SMT. KAUSABAI KISAN GAVHANKAR.**

WHEREAS THE VENDORS **Shri. MACHHINDRA RAMCHANDRA KADAM** And **Sau. GEETA MACHHINDRA KADAM**

are the absolute owners of all piece and parcel of the land bearing Khasra No. 39 Area- 3.61 HR Mouza- Gotad Panjri , P.H. No. 38-A, Tah. & District – Nagpur land purchased by the VENDOR vide Registered SALE DEED No- **6803/2013** Dated- 12/06/2013 Registered in the office of the sub-registrar, Nagpur- 7(Gramin) from **1. Shri. BABURAO DHONDBA SAMBARE 2. SHRI. DASIRAM DHONDBA SAMBARE 3. SMT. SAYABAI DHONDBA SAMBARE 4. SAU. SHALINIBAI DHANRAJ ZALKE.**

WHEREAS, the said Plot No**. ……., admeasuring about area …….. Sq. Mt**., (Area ……. Sq. Ft) out of Khasra No. 38/1, 38/2, 38/3 and 39, Mouza- Gotad Panjri, P.H. No. 38-A, Tah. & District – Nagpur, is proposed to be diverted into Non-Agricultural use by the order of the Collector Nagpur in process. The N.A. can be done within a period of 120 days from the date of this agreement.

WHEREAS for cogent reasons and good causes the Vendors have decided to sell the aforesaid property (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 Vendors being thus desirous of selling the aforesaid property and the Purchaser hereinabove named having expressed her desire and willingness to purchase the same for a fairly good price, the Vendors have agreed to sell the same to the Purchaser for a total sale consideration of **Rs. ……./- (Rupees- ……. only)** upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL.

WITNESSETH AS UNDER:

1. That the Vendors have agreed to sale and the Purchaser has 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. That the purchaser has paid and agreed to pay the entire sale consideration amount of **Rs. ……./- (Rupees- ……only)** in the following manner,:

(i) Rs. ……../- (Rs. ……. only) paid by the Purchaser to Vendors by Vide Cheque No. …….. dated- …… drawn on Bank- …….. , the receipt where of is hereby acknowledged by the Vendor.

((i) Rs. ……../- (Rs. ……. only) paid by the Purchaser to Vendors by Vide Cheque No. …….. dated- …… drawn on Bank- …….. , the receipt where of is hereby acknowledged by the

(i) Rs. ……../- (Rs. …….. only) to be paid by Purchaser to Vendors before execution of SALE DEED after the necessary sanction and release by NMRDA & NA Order from Collector of Na

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Rs. ……../- Total- (Rupees- ……)

3. That the Vendors hereby covenant 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, with all papers required for sale deed.

4. That, the Patwari/revenue 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 her name in respect of the said property in all relevant records of the concerned local authority and government departments to protect her 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.

7. That the PURCHASER has purchased the aforesaid plot as per the norms of NMRDA and VENDORS/ DEVELOPES fulfill the development including cement Road, sewer lines with STP,drinking water pipeline,Rainwater harvesting, borewell, Electrification etc.

8. That the Vendor hereby assures to the Purchaser that the said property is free from all encumbrances and charges and further that the Vendor has not entered into any agreement or arrangement of whatsoever nature with any person other than the Purchaser till date and the plots No. mentioned in this agreement is accordance with the Map submitted to NMRDA.

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 after the release letter of the above said plot from NMRDA.

10. That the registered SALE DEED of the plots will be executed in

the office of the sub-registrar, Nagpur after necessary sanction and release from NMRDA.

11. That the VENDORS / DEVELOPERS shall complete the development work of their layout as per the norms of the NMRDA.

12. That the VENDORS / DEVELOPERS shall get their land development project registered under RERA and the final layout plan shall be got sanctioned by them from NMRDA.

13. If after the Release Letter issued by NMRDA sale deed not done by Purchaser within one month, at that time agreement will be cancelled and allotted plot will be sale to another prospective buyer and agreement amount will be refunded to the purchaser.

SCHEDULE OF PROPERTY

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

TOWARDS EAST : ……..
TOWARDS WEST : …….
TOWARDS NORTH : …….
ROAD TOWARDS SOUTH : ……..

IN WITNESS WHEREOF the parties herein above signed on this ……..day of ……. 2020 at Nagpur, in presence of the attesting witnesses.

1. (…….)

2. (……..)

3. (……..)

VENDORS

1. ……

(… .....)

PURCHASER

WITNESSES:

1.

2.

DWARKA EMPIRE

ALLOTMENT LETTER

We Undersigned **Mr. Machhindra Ramchandra Kadam , Mr. Rohit Machhindra Kadam & Sau Geeta Machhindra Kadam** in our Project **"Dwarka Empire"** Survey no. 38/1,2,3 & Survey No. 39 mouza- Gotad Panjri Tah- Dist- Nagpur (M.H), P.S.K. NO 38 A. confirm that Plot No.- .....of "Shivam Empire" having area of-.....sq.mtrs (..... Sq. ft) is allotted to **Smt/Shri. .....**

Shri. Machhindra R Kadam

Shri. Rohit Machhindra Kadam

Sau. Geeta Machhindra Kadam