AGREEMENT TO SELL

Plot No. , Survey No.113/1/K Mouza - Shankarpur,
Tah - Nagpur (Gramin), District-Nagpur.

Agreement for sale made at Nagpur on day of 2020 .

Between

M/s.Metrocity Projects, (PAN NO. AASFM 4975 G) a Partnership firm having its office at Ground floor, 11/A, Khare Town, Dharmpeth, Nagpur through its Partner,

1. **Shri. Prashant Manoharrao Bongirwar**,
   Aged about 50 years, Occ. : Business,
   R/o 11- A, Khare Town, Dharampeth,
   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**.

And

Mr. _____

Add: _____

_____

_____

(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. 113/1/K, Comprising of, respectively total area admeasuring 1.618743, Hectares (or 4.00 acres) Mouza- Shankarpur, Tahasil Nagpur (Gramin), District Nagpur is owned & Possessed by the above named Vendor M/s Metrocity Projects through its authorizes partners Shri Prashant Manoharrao Bongirwar and they acquired the same by way of registered Sale Deed of Kh. No. 113/1/K via sale deed no. 3197-2018, dt. 25/04/2018 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 vendor is the absolute owner of the **Plot No.** _ out of Survey.No.113/1/K, Mouza Shankarpur, P.H.No.42, Tah. Nagpur, (Gramin) District-Nagpur. That the vendor hereinafter have decided to sale, transfer and convey the said property to the prospective purchasers i.e. Party No.2.

And whereas, the parties hereto have due deliberations and discussions and as consequences thereof they have arrived at an understanding which they have decided to reduce into writing, being these presents.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSES 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**. /- (Rupees only)**

2) 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 Ch. NO. Drawn on Bank Of Baroda on dated as booking amount of the plot.

2) **Rs /-** **(Rs. only)** paid by the purchaser to the vendor/consenter by Ch no. 000077 Drawn on Bank Of baroda dated 31/07/2019 as Down Payment of the plot.

Rs. /- (Rupees only)

3) That it is agreed between the parties that the balance payment shall be made on or before i.e. at the time of the execution and registration of Sale Deed, Time is the essence of Contract and the purchaser will be strictly adhere to it in respect of the balance payment and pay the installments regularly.

4) 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.

5) That the Vendors hereby assure unto the purchasers that the said property is neither 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 a subject-matter of any dispute or pending litigation. That the Vendors hereby assure unto the purchase that the said property is free from encumbrances.

6) 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.

7) 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.

8) That, the Purchaser shall pay the respective payable amount as stipulated hereinabove strictly on the dates mentioned above. It is

specifically understood and agreed by the Purchaser that the time so stipulated for the balance payment is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay the above balance amount on due dates. It is specifically understood by the Purchaser that no extension of time for balance amount shall granted to them by the Vendors. In the event of such termination / cancellation of this Agreement, the Vendors shall be at full liberty to resell the said Plot of land to any other intending buyer without any further intimation or reference / notice to the Purchaser(s) and in such event the Vendors shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser(s) free of any interest thereon and also after deducting therefrom 20% (TWENTY PERCENT) of agreed Sale

Consideration by way of liquidated damages. It is also specifically understood by the Purchaser(s) that delay in securing sanction to the Plot/Housing Loan, if any, applied for by her/him/them, shall not be a ground for nonpayment of the installments on due stages.

9) That it is agreed by the purchaser that the entire layout shall be named and styled as ***"Metro City"***.

10) 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.

11) That, if any changes in area statement of the layout plan made by the sanctioning authority it will be acceptable by purchaser and it also agreed by the vendor that changes in area statement and the total amount of plot will be revised as per agreed rate.

12) 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.

13) That, all the formalities regarding R.L. letter from NMRDA and NMRDA sanctioned Map of the said land will be completed by the vendor before execution of sale deed and also mutation will be done by the vendor after execution of sale deed in favor of purchaser.

14) THAT, the Purchaser is agrees to pay the Maintenance expenses as determined by the vendor after execution & registration of sale deed in favor of purchaser.

15) That, All development & sanctions will be carried out as per NMRDA – Metro region specification. The layout is spread in 4.00 acres land. All the development like 9.00 mtr wide cement concrete roads, Storm water drainage system, Sewage network system, Water pipeline network throughout the layout, Electrification with Street lights, Avenue Plantation, All around compound wall for OPEN SPACE AS PER NMRDA specification.

SCHEDULE OF PROPERTY.

Plot no. Mouza Shankarpur (Metro City) Kh no. 113/1/K

All that piece and parcel of land of **Plot No.** admeasuring **Sq.Mtr.(. Sq.ft)** of **Mouza - Shankarpur**, out of **Survey No.113/1/K** P.H.No.42, Class-I, Tahsil Nagpur (Gramin), District Nagpur, and same is bounded as under :-

Plot no.

North :

South :

East :

West :

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

Witness **Mrs.**

(Purchaser/Party No. 2)

1._____

M/s. Metrocity Projects,

Through its partner,

2._____

Shri Prashant M. Bongirwar

(Vendors/ Party No. 1)