

AGREEMENT FOR SALE

CONSIDERATION AMOUNT OF Rs. -----/-

(-----)

Market Value of Rs. 6,89,000/-

Stamp Duty of Rs. -----/- is paid on Market Value

KHASARA No. 113/1/K/2, P. H. No. 42,

OF MOUZA - SHANKARPUR

TAHSIL NAGPUR & DIST. NAGPUR (GRAMIN)

THIS **AGREEMENT FOR SALE** is made here at NAGPUR on this the ____th day of February, 2020.

BETWEEN

MOHAMMAD ISMAIL KHAN S/o. USMAN KHAN, (PAN : ALUPK4877G), (AADHAR : 422109397537), aged about 65 years, Occupation - Bussiness, R/o. Beltarodi, Nagpur, hereinafter called as the '**VENDOR**' (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendor, their all legal heirs, successors, executors, administrators and assignees etc.) of the **FIRST PART**;

AND

SHRI. _____, (PAN : -----), (AADHAR :) aged about years, Occupation - , , Dist.- - , hereinafter called as the **PURCHASER**, (which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as his heirs, legal representatives, executors, administrators, successors and assigns) on the **SECOND PART**;

WHEREAS the aforesaid Vendor has purchased Khasra No. 113/1/K in the name of his Firm namely "Satyam Gruh Nirman Builders and Land Developers" alongwith another Partner late Smt. Sushila Chandrakant Waghmare jointly and the same is admeasuring about 4.91 H.R. from

Shri. Madhusudan Krushnarao Nichkawade and Shri. Laxmikant Krushnarao Nichakawade, on 12/09/2008 which is duly registered in Sub-Registrar Nagpur-10 (Gramin) vide registration No. 4961/2008, thus in view of this sale deed the aforesaid Firm becomes the absolute owner of the aforesaid property alongwith aforesaid Vendor and another partner.

WHEREAS then the aforesaid Vendors and his another partner decided to dissolved the aforesaid Firm amicably and mutually and decided to distribute the aforesaid assets amongst the Partners and therefore also executed one deed of dissolution of aforesaid Partnership Firm on 17/07/2017 and also submit the same before Registrar of Firm and the Registrar of Firm also passed the order of dissolution of Firm and then both the Partners for distribution of the aforesaid property executed one deed of Partition Deed in the month of February 2018 and applied before the Hon'ble Tahsildar Nagpur, (Gramin) and the Naib Tahsildar Nagpur, (Gramin) also passed the order of Partition on 31/03/2018 and allotted an area of 3.2913 H.R. out of 4.91 in the name of the aforesaid Vendor and 1.6187 H.R. in the name of Smt. Sushila Waghmare.

AND WHEREAS then the Sushila Waghmare died on 27/05/2018 and after the death of Smt. Sushila Waghmare his elder son Shri. Dewesh Waghmare challenged the aforesaid order of partition passed by Naib Tahsildar Nagpur (Gramin) before the SDO and the SDO passed the order and set aside the order passed by the Naib Tahsildar Nagpur (Gramin) and therefore being aggrieved by the order of SDO the aforesaid Vendor then filed the Second appeal before the Collector Nagpur and the Collector Nagpur against remanded backed the matter for fresh partition of the aforesaid land and therefore again the aforesaid Vendor filed the Revision Petition before the ADDL. Commissioner, Nagpur and then the aforesaid Vendor and Dewesh Waghmare decided to settle the matter amicably and mutually and therefore also executed one "Transfer deed of Property Pursuant to Dissolution of Firm" and On 06/12/2019 therefore the aforesaid Vendor withdraw his revision Petition and the Naib Tahsildar Nagpur (Gramin) retained the order priorly passed by Naib Tahsildar Nagpur (Gramin) and allotted an area of 3.2913 H.R in the name of aforesaid Vendor and in view of the aforesaid transactions the

aforesaid Vendor becomes the absolute and legal owner of the area of 3.2913 H.R of Mouza - Shankarpur, bearing Khasara No. 113/1/K/2.

AND WHEREAS the aforesaid Vendor then decided to develop the aforesaid property by carving out Lay-out therein and carve plots therein and also decided to convert the aforesaid property from agriculture to Non-Agriculture and therefore the aforesaid Vendor applied for sanction of residential layout before the appropriate authority (NMRDA) and the NMRDA tentatively for Demarcation Purpose sanction the aforesaid Lay-out.

AND WHEREAS for cogent reasons and good causes the Vendor has decided to sell the **Plot No.** as per the proposed layout plan submitted before the appropriate authority, to any interested person and to utilize the sale proceeds thereof in their best interests and for the benefits of their respective family members;

AND WHEREAS the Vendors being thus desirous of selling the said plot No. and Purchaser herein above named having expressed his desire and willingness to purchase the same for a fairly good price, the Vendors after detail negotiations have now agreed to sale the same to the Purchaser for a total consideration of Rs. /- (**ONLY**) on the following terms and conditions agreed by and between the parties hereto.

**NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

- (1) THAT the VENDORS agrees to transfer and the purchaser agreed to purchase the right to occupy the plot No. of land along with right, title and interest in the said Plot No. at the price of Rs. /- (**ONLY**).
- (2) THAT the total price agreed to be paid by the Purchaser to the Vendors of Rs. /- (**RUPEES ONLY**) in the following manner.

MANNER OF PAYMENT :

Rs. _____/- (Rupees _____) paid by Purchaser to the Vendor by Cheque No. _____ Drawn, On _____ Date: _____ and the Vendor acknowledge the receipt of same.

Rs. _____/- (Rupees _____) to be paid by Purchaser to the Vendor by cash/cheque No. _____ Drawn on _____ Date: _____ at the time of registration of sale Deed.

Rs. /- (TOTAL ONLY)

(3) That it is agreed by and between the Vendor and the Purchaser that after the expiry of the **one** months the purchaser will paid the remaining consideration amount to the Vendor and after that the Vendors will execute the sale deed in favour of the Purchaser or after the final sanction from the appropriate authority, Time is the essence of this agreement.

(4) That the Vendor will delivered the actual and physical possession of the aforesaid property agreed to be sold to the purchaser in vacant condition on the date of execution of Sale Deed.

(5) That on the day of delivery of the possession, the Purchaser shall be the absolute VENDOR of the said property and the Vendor shall have no right, title and interest in the said property.

(6) That the Vendor shall answer all reasonable requisition on the title to be made by the purchaser and shall establish good valid and marketable title to the property hereby agreed to be sold.

(7) The Vendor undertakes to pay all the charges including Taxes and Govt. dues, if any till the date of handing over the possession. The Purchaser shall be liable to pay the charges etc. from the date of occupying the property. The Vendor indemnifies the Purchaser against any claim made by any person or body of persons in respect of any arrears prior to the date of completion of the Sale.

(8) The Vendor also undertakes to sign and execute any Deed or Documents as and when required to be signed and executed so as to make the title of the purchaser complete.

(9) That the proposal for the sanction of the aforesaid Layout is still pending before the appropriate authority and the appropriate authority also tentatively recommend the sanction plan for demarcation purpose and till final sanction the appropriate authority can also recommend any changes as if any and therefore the Purchaser agreed that the numbers of plot can be changed or boundaries can be changed till the final sanction of the aforesaid layout and therefore till the final sanction of the aforesaid Layout the purchaser agreed that there can be changes in the aforesaid property which will be accepted to him.

(10) That the Stamp Duty payable for registration, conveyance, expenses for local and other incidental services, shall be borne by the Purchaser exclusively.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land bearing Plot No. , admeasuring . Sq. Mtrs. (. Sq. Fts.), being a portion of entire land bearing Khasara No. 113/1/K/2, P. H. No. 42, of Mouza - Shankarpur, within the limits of Gram panchayat Velahari and Nagpur Improvement Trust Nagpur, Tahsil & District - Nagpur and aforesaid property is bounded as under :-

On the East	-	09 mtrs wide road.
On the West	-	Plot No. 03
On the North	-	Plot No. 11
On the South	-	Plot No. 09

IN WITNESS WHEREOF the Parties hereto have executed this Agreement to Sale in presence of witnesses on the day and year first aforesaid mentioned.

WITNESSES

1. _____

MOHAMMAD ISMAIL KHAN USMAN KHAN
VENDOR

2) _____

PURCHASER