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AGREEMENT TO SELL

Plot No. ..... Survey No.153/1 & 161/1 Mouza Kotewada, Tah Hingna (Gramin), P.H. No. 72, District-Nagpur.

Agreement for sale made at Nagpur on 13 th day of Sep. 2019.

Between

M/s. Tirupati Developers, (PAN NO. AAEFT 2905 K) a Partnership firm having its office NKY Tower, Ajni Square, Wardha Road, Nagpur through its Partners,

1. **Shri. Prashant Manoharrao Bongirwar**,
   Aged about 50 years, Occ.: Business,
   R/o 11- A, Khare Town, Dharampeth,
   Nagpur-440010.

2. **Shri. Rahul Arunrao Upganlawar**,
   Aged about 46 years, Occ.: Business,
   R/o Akshay Heights, Cement Road,
   Shivaji Nagar, 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.

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And

Mr. .....

Aged ..... Years, Occ. .....

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. 153/1, 161/1 Comprising of, respectively total area admeasuring 4.41, Mouza- Kotewada, Tahasil Hingna (Gramin), District Nagpur is owned & Possessed by the above named Vendor M/S Tirupati Developers through its authorizes partners Shri Prashant Manoharrao Bongirwar along with Shri Rahul Arunrao Upganlawar and they acquired the same by way of registered Sale Deed of Kh. No. 153/1, 161/1 via sale deed no. 1178-2019, dt. 20.02.2019 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.153/1,161/1, Mouza Kotewada, P.H.No.72, Tah. Hingna(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:-

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1) **Rs. ...../-** **(Rs. ..... only)** paid by the purchaser to the vendor/consenter by cheque no. ..... Drawn on Axis Bank on dated ....., as down payment part of the plot.

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

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 if the vendor refuses neglects or avoid getting such sale-deed executed then purchaser shall be entitled to terminate this agreement and vendor has to refund the given amount.

9) That it is agreed by the purchaser that the entire layout shall be named and styled as ***"Silver City-2"***.

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 it is agreed by the vendor that only changes in area statement will be acceptable by the purchaser.

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