AGREEMENT TO SELL

This deed of agreement to sell is executed at Nagpur on this ____th day of July 2017 between Mr. AAAAAA S/O Shri. XXXXXXXXX and Mrs. AAAAAA W/o AAAAAA Both xxxxxxxxxxxxxxxxxxxxxxxx Nagpur. (Hereinafter called the 'FIRST PARTY') shall mean and include their respective heirs, successors, representatives and assigns of the ONE PART and Mr. xxxxxxxxxxxxx S/O xxxxxxxxxxxx r/o xxxxxxxxxxxxxx Nagpur 122002, Maharashtra, India (Hereinafter called the 'SECOND PARTY') shall mean and include their respective heirs, successors, representatives and assigns.

WHEREAS the 'FIRST PARTY' is Allottee / Legal owner through his vide Allotment letter Dated 29/07/2017 of Plot No. xxxxx, measuring xxxx Sq. feet situated in project named , Sector ____, Nagpur (Maharastra) and has NOW agreed to sell the same to the 'SECOND PARTY' at the total cost as following :-

At the total cost of RS. xxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxxxxx xxx xxx only) on the following terms and conditions: -

1. Any change in above mentioned cost or addition / subtraction of any sundry charges mentioned in allotment letter dated 29/07/2017 by the Developer named. will be borne by the second party only.

2. That the FIRST PARTY has received Rs. xxxxx/- (Rupees xxxx only.) asa earnest amount Money from SECOND PARTY in the following mode: -

Dated	Cheque No.	Drawn on	Amount
18-2-2011	123456	xxxx bank	xxxxx/-

and the balance amount of Rsxxxxxxxxxx/- Rs. (amount in words Only) shall be paid by second Party to the first party at the time of transfer the said property/ plot in Corporate office, Developer name and address. And unpaid amount of Rsxxxxxxxxx/- Rs. (amount in words Only) will be paid by the second party directly to developers As and whenever demanded.

3. That the time limit for the transfer has been mutually agreed to as on or before date xxxxxxx.

4. That if the SECOND PARTY fails to make the balance payment within above mentioned stipulated period then the earnest money (which is equivalent to ten percent of the property value) out of the amount paid by first party will be forfeited and balance money shall be refunded to the second party by first party. If the FIRST PARTY is unable to execute the said deal in favour of the SECOND PARTY then first party will be liable to pay double of

earnest money (which is equivalent to ten percent of the property value) along with any other advance amount (received by first party from second party) to the SECOND PARTY.

5. That in case the First Party refuses to get the transfer of the said flat in favour of the Second Party within the above specified period, for any reasons whatsoever, the Second Party has right to get the transfer, through SPECIFIC PERFORMANCE OF CONTRACT by Court of law at the cost and expenses of the First Party, In case, the Second Party fails to get the Transfer by making full and final Payment of the said flat to the First Party within the above specified period, the earnest Money Paid by Second party will be forfeited by the first party.

6. The SECOND PARTY is empowered to get the property Transfer through execution of attorney documents etc either in His / Her own name or in the name of any nominee(s) for which the FIRST PARTY shall have no. Objection after receiving full and final payment from Second party. But cost related to the same will be borne by the second party.

7. That the Sellers has assured the Purchasers that the said property is free from all sorts of encumbrances such as sale, gift, exchange, cost in junction, lien free (no loan on said property from any bank) & if it is proved otherwise the Seller shall be liable and responsible for all the damages sustained by the Purchasers and will make good the same to the Purchasers.

8. Both Parties have agreed that any outstanding interest on the said property in the builder's office/record till the date of transfer in the Purchaser's name of the said property, shall be borne solely by the Sellers.

9. All the expenses in respect of registration of sale deed document stamp Duty, registration Charges and other Misc. expenses shall be borne by the SECOND PARTY.

10. The property to be transferred / sold under this agreement is free from all encumbrances such as prior-sale, mortgage, loan, dispute, litigation etc...

11. Interest, late payment charges till the date of transfer and transfer Charges will be borne by the first party only.

In the witness whereof, both the FIRST PARTY and SECOND PARTY have signed this agreement in token of their accepting the terms hereinabove given in the presence of following witness.

Witnesses:

EXECUTANTS

1. Mr. AAAAAA
(FIRST PARTY)

1.

2. Mr. xxxxxxxxxx
(SECOND PARTY)

2.