AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS EXECUTED BY THE PARTIES HERETO ON THIS ____ DAY OF _____, 2021 AT NAGPUR

BETWEEN:-

PARTY NO.1 **M/S VISION INFRA through partner**

1. _____

   Aged about: ___ years, Occupation: Business

   R/o: _____, Nagpur

2. _____

   Aged about: ___ years, Occupation: Business

   R/o: _____, Nagpur

(Hereinafter referred to as the **VENDOR/PARTY NO.1** which expression shall, unless it is repugnant to the context or meaning thereof always mean and include the said vendors as well as their respective heirs, legal, representatives, successors, administrators executors and assigns ETC.) **OF THE FIRST PART.**

AND

PARTY NO.2: _____

Aged about: __ years, Occupation: _____

R/o: _____, Nagpur

(Hereinafter referred to as the **'PURCHASERS/PARTY NO.2'** which expression shall, unless it is repugnant to the context or meaning thereof always mean and include their respective heirs, legal, representative, successors, administrators, executors and permitted assigns) **OF THE SECOND PART.**

WHEREAS the above named Seller/Party No.1 is the absolute sole owner and possessor of the Plot no. _____, which is admeasuring about _____ Sq.Mtrs. (i.e _____ Sq.Ft.) Situated in the layout and being a portion of Khasra No. 95/A1, of Mouza Vihirgaon, P.H. No. 37, Tahsil – Nagpur Gramin and District Nagpur.

AND WHEREAS, now the Seller desire to Sale said **Plot No.**____ to the Purchaser and as per Purchaser request, Purchaser agree to Purchase said **Plot No.** _____, on the following terms and conditions for the total consideration amount of Rs. _____/- (Rs. _____ Only) within 18 months which is more specifically described in schedule of property written here under.

Jain Bedekar

A.K.Jain

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

1. **THAT** the Seller agreed to sale and Purchaser agreed to Purchaser said Plot no. _____, which is admeasuring about _____ Sq.Mtrs. (i.e _____ Sq.Ft.) Situated in the layout and being a portion of Khasra No. 95/A1, of Mouza Vihirgaon, P.H. No. 37, Tahsil – Nagpur Gramin and District Nagpur, more specifically described in schedule of property written hereunder, for total consideration amount of Rs. _____/- (Rs. _____ _____ Only) is payable by the Purchaser to the Seller within 18 months as under:

Manner of Payment

Rs. _____/-	Purchaser paid to the Seller by Cheque No._____, drawn on _____, Nagpur on dated:- ___/___/____, at the time of this agreement.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a First installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a Second installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a Third installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a Fourth installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a Fifth installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Amount shall be payable by the Purchaser to the Seller as a Sixth installment by cash/ Cheque No._____, drawn on _____, Nagpur on dated:-___/___/____.
Rs. _____/-	Total Consideration Amount

2. **THAT** the SELLER/VENDOR hereby acknowledge and received aforesaid part consideration amount of Rs._____/- (Rupee _____ Only) by cash and cheques and balance consideration amount of Rs. _____/- (Rupee _____ _____Only) in installment before execution and registration of Sale Deed and the WHATEVER rights, interest in the said property or hereto enjoyed by the SELLER or to which they as otherwise entitled to as owner thereof are hereby specifically agreed to be sold,

transferred, conveyed and assigned to the PURCHASER in amplification of any right which the SELLER may have acquired under any law, usage or custom.

3. **THAT** the SELLER shall be deliver the Physical possession of the said plot to the PURCHASER in vacant condition at the time of execution and registration of the Sale Deed. The above said PURCHASER shall use and enjoy the same in the whatever manner he likes without any hindrance, obstructions, objection, claim or demand by or from the SELLER or any person or persons claiming through or under them.

4. **THAT** the Seller shall execute and register Sale Deed in favour of the Purchaser or his nominee, free from all encumbrances.

6. **THAT** the Seller/Vendor has delivered Original copy of Sale Deed, and other documents in relation to the title of the said Plot to the purchaser at the time of execution of the Sale Deed.

7. **THAT** all the expenses, Legal Fees for execution and registration of the sale deed shall be born and paid by the purchaser.

8. **THAT** Seller/ has paid Tax, Cesses, transfer fees, Penalty, charges, and any other taxes or charges related to the said plot up to the date of execution and registration of the Sale Deed and thereafter Purchaser Shall be pay said charges.

9. **THAT** the Seller/Vendor hereby assure that there is no impediment to the absolute title of the Seller/Vendor, and the said plot is free from all encumbrances, charge, lien, mortgage, legal disputes, litigation etc. and if any such discrepancies in the title of the said Plot will found later on or before or after executing the sale deed in favour of the purchaser. The Seller/Vendor further assures the Purchaser that they have not entered into any agreement of sale in respect of said property or created any encumbrances thereon earlier at any point of time.

10. **THAT** the description of the property shall be taken to be correctly described in the schedule written herein below and if any mis-statement, error and or omission are detected, the same shall not annual to this Sale Deed but all such mis-statement, error and or omission shall be subject to the correction to be made by the party hereto.

11. **THAT** the Seller brings No objection Certificate for Sale from authorized department and also getting sanction from Town Plaining (T.P) and convert the said khasra agricultural Land to Non-Agricultural (N.A) Land before execution and registration of Sale Deed.

12. **THAT** the said terms and conditions agreed by and between the Seller/Vendor and the Purchaser shall be binding on them, as well as on their respective legal heirs and representatives or administrators.

SCHEDULE OF PROPERTY

(Description of Property referred above)

ALL THAT piece and parcel of Plot no. _____, which is admeasuring about _____ Sq.Mtrs. (i.e _____ Sq.Ft.) Situated in the layout and being a portion of Khasra No. 95/A1, of Mouza Vihirgaon, P.H. No. 37, Tahsil – Nagpur Gramin and District Nagpur, bounded as under;

On the East :

On the West :

On the North :

On the South :

IN WITNESS WHEREOF the parties hereto have signed this agreement of sale on this __th day of _____, 2021 in the presence of the attesting witnesses and it shall binding on their heirs, assigns and successors.

WITNESSES:

1. _____ _____

VENDOR/PARTY NO.1

2. _____ _____

PURCHASER/PARTY NO.2