AGREEMENT TO SELL

CONSIDERATION AMOUNT Rs. ...../-

(RUPEE.....ONLY)

STAMP DUTY PAID RS. ...../-

REG. FEES. 12,200/-

MARKET VALUE RS. ...../-

Mouza – Waroda, Tah and Dist. Nagpur-(Gramin).

This Agreement to Sell is made on the ---------Day of ---------- 2022

-:BETWEEN:-

PARTY NO. 1) **MR. .....**

(PURCHASER) Aged about ..... Years, Occupation -.....,

PAN NO. .....

Aadhar No. .....

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 hires, legal representatives, executors, administrators, successors & assigns of the **FIRST PART.**

Cont...

AND

PARTY NO. 2) **MY ASSETS INFRA**

(VENDOR) Through its proprietor

MOTILAL JIYALAL CHAUDHARI

Aged about 41 years Occupation- Business

PAN NO. ADQPC2936C

Adhar No. 328007718842

Off. Add. Shop No. 112/ 113 Fortune Empire,

Opp. Tajshri Honda Showroom, Beltarodi Road,

Manish Nagar Nagpur-440034

Hereinafter referred to as **VENDOR,** Which Expression shall unless repugnant with context or meaning thereof shall always mean and include the said Vendor as well as his hires, legal representatives, executors, administrators, successors & assignee etc. of the **SECOND PART.**

WHEREAS the **"VENDOR"** owns and possess all that piece and parcel of land admeasuring area **Khasra No. 33/2/A C having an area of 0.46 Hectares R. held in Occupancy Class 1 Rights, Khate No. 03 of Mouza - Waroda, Patwari Halka No. 41 Waroda, Tahsil - Nagpur (Gramin), District Nagpur,** by virtue of Regd. Sale deed bearing **Registration No. 7123 - 2020, dated 11/11/2020 with the sub registrar No. 7, Nagpur (Gramin)** from the previous owners **MR. SHRIRAM RAMBHAU BHANGE And 2) MRS. KAUSHALYA SHRIRAM BHANGE.**

`WHEREAS, the vendor has got muted his/ its name in the land record that is 7/12 as per ferfar kramank 811 dated 24/02/2022. Through which the title of (vendor) the My Assets Infra proprietary concern became the absolute owner.

AND WHEREAS, the Vendor has curved out layout on the said property / above said land and prepared a plan of the layout having various plots of the different sizes which is under sanction. The above said land has been also put for conversion of land from agriculture to non-agriculture use before the concern authority by the vendor.

Cont...

AND WHEREAS the **"VENDOR"** desired to sell **ALL THAT** piece and parcel of plot bearing **Plot No. ..... Admeasuring area Length ..... Mtr. X Width ..... Mtr. = ... Sq. Mtr., (..... Sq. Ft)** in the layout named as **MAI CITY PHASE - V** particularly situated in the land bearing Survey/Khasra No. 33/2/A C of Mouza Waroda P.H. No. 41, Tahsil Nagpur (Gramin) District Nagpur, fully described in schedule of property forming part and parcel of this deed and herein after called the said property. More particularly described in the Schedule hereto and hereinafter called the said plot. The Vendor and the Purchaser mutually agreed to sell the "said plot" to Purchaser with a consideration of **Rs. ...../- (Rupees .....Only)** which is more particularly mentioned in the schedule hereunder written to the Purchaser for a total sale consideration of Rs. **...../- (Rupees .....Only).**

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS

1) That the Party No. 2, the Vendor do hereby covenants that they are having good, valid, clear and Marketable, Title and absolute right and full authority to convey, to assigns and transfer the **aforesaid plot** by way of Sale to the Purchaser absolutely and forever.

2) That Party No. 1 Purchaser have paid the Consideration amount to the Vendor in following manner as under:-

<u>THE MODE OF PAYMENT MADE BY PURCHASER TO VENDORS AS FOLLOWS:-</u>

Rs. ...../- (Rupees ..... Only) Paid by the Purchaser to the vendor by Cheque No. .....dated ..... drown on ..... The receipt of which the "**VENDOR"** do hereby acknowledged.

Total Rs. ...../- (RUPEE ..... ONLY)

3) That the sale Deed in respect of above said plot shall be executed and registered on or before ……..That the time limit of execution of Sale Deed shall be extended by mutual consent for further period,

Cont....

4) That the sale of the said property will be free from all encumbrances, Mortgage ,sale, transfer or lien, charge, liability, taxes or dues, bill or all other outgoings whatsoever on the property hereby agreed to be sold and payable by the vendor up to the date of registration of sale deed. If any amount is found due, subsequently and payable by the purchaser, in such a case the vendor hereby undertake to pay the same immediately to the proper authorities and keep purchaser always indemnified from such liabilities.

5) The purchaser shall get the sale deed executed in her/his favor subject to completion of full payment of consideration amount.

6) That the Venders shall provide all the required documents and NOC from the concern department etc. necessary for execution of sale deed within stipulated period.

7) That the possession of the plot will be handed over to the purchaser at the time of execution of the sale deed after full payment of flat cost.

8) That all taxes, other cesses etc. charges incurred on the above said plot no. 06 shall be paid by VENDOR before the execution of the Sale deed and after the registered sale deed cesses and other charges shall be payable by the Purchaser**.**

9) THAT, the VENDOR shall execute the Sale Deed in favour of the Purchaser or their Nominees or in favour of any one to whom the Purchaser directs without any objection or hindrance**.**

10) THAT, if at any time it is found that the right title and interest of the PURCHASER is challenged in respect of the aforesaid property which is the subject matter of this agreement, then the VENDOR undertake to indemnify the PURCHASER in respect of the right title and interest, so created under this Agreement.

11) THAT, the VENDOR have produced all the necessary documents (7/12 extract Sanction map etc.) before the time of registration of Sale Deed.

12) THAT, all expenses in respect of Stamp Duty, Fees have agreed to be paid and borne by the Purchaser Only**.**

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13) That both the parties agreed that this contract of sale shall not be frustrate from the side of both parties and Vendor having complied and perform his part of Contract of Sale.

14) That the said property shall be taken to the correctly described in the Schedule annexed hereto and if any misstatement, error or omission is discovered later on the same shall not annul this agreement nor shall any compensation be allowed in respect thereof, but such misstatement, error or omission will be subjected to correction by the parties.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of plot bearing **Plot No. ..... Admeasuring area Length ..... Mtr. X Width ..... Mtr. = ... Sq. Mtr., (..... Sq. Ft)** in the layout named as **MAI CITY PHASE - V** particularly situated in the land bearing Survey/Khasra No. 33/2/A C of Mouza Waroda P.H. No. 41, Tahsil Nagpur (Gramin) District Nagpur**and bounded respectively as follows:-**

PLOT NO. ….. BOUNDED AS UNDER :-

TOWARDS EAST : .....

TOWARDS WEST : .....

TOWARDS NORTH : .....

TOWARDS SOUTH : .....

Cont…

IN WITNESS WHEREOF both the parties hereunto have placed their hands / and signed their names of their free consent on day and date first above mentioned in presence of the following witnesses at Nagpur.

(PURCHASER)

_____

MR. .....

(VENDOR)

MY ASSETS INFRA
Through its proprietor

_____

MR. MOTILAL JIYALAL CHAUDHARI

WITNESSES

1)……

2)……