

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made & executed on this____Day of
_____, 2021, BETWEEN :

M/S. SARASWA INFRA, Partnership firm formed under The Indian Partnership Act-1932 (PAN AEHFS0321P)

Through its Authorized Partner –

SMT. SHEETAL W/O PRAFULLA KHIVSARA, Aged about 42 years, Occupation – Business, R/o. Flat No.303, Arihant Residency, Plot No.28-29A, Congress Nagar, Nagpur 440012, hereinafter called the **VENDORS**, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

SHRI./MRS. _____, Aged about Years, Occupation – _____, Resident of _____, Tahsil & District - NAGPUR, hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as his/her heirs, legal representative, executors, administrators, successors and assigns of the **OTHER PART. {PAN – _____}, {Aadhar No. _____}**.

Where the context so requires, words and expression referring to the parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS, the Vendor above named has represented to the Purchaser that vendor is the absolute and exclusive owner of the immovable property comprising of all that piece and parcel of the agricultural land bearing Khasra No.76B, admeasuring 1.54 Hr., Land Revenue Rs.2.00, Occupancy Class-I, Khata No.4, Mouza Wagdara, P.H. No.46, Tahsil Hingna, District Nagpur, (morefully described in the schedule annexed hereto, forming the part and parcel of this Sale Deed), the same is hereinafter referred to as “the Said Property”.

WHEREAS, ALL THAT piece and parcel of Agricultural land bearing **Khasra/Survey/Gut No. 76/B**, having an area of 1.54 Hectors, Rental Rs. 2.00/- , held in Bhogwatdar Class-1 Rights of **MOUZA – WAGDARA**, Khate No. 4, P.H. 46, including all kinds Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant containing by admeasurement and belonging thereto, situate at Village – Wagdara in Tahsil – Hingna and District – NAGPUR, belongs to M/s Saraswa Infra through its partner Smt. Sheetal Prafulla Khivsara, the Vendors named hereinabove, having purchased the same by them from Smt. Asha Dhanraj Tiwaskar, by a Sale Deed Dated 03/12/2020, which is duly registered in the office of the Joint Sub Registrar Hingna, at Sr. No. 6765 on even date; **AND**

WHEREAS, as a result therefore M/s Saraswa Infra through its partner Smt Sheetal Prafulla Khivsara, have become an absolute, exclusive, full owner of the aforesaid property having heritable and transferable rights therein and accordingly their names are also mutated in revenue records; AND

WHEREAS the Vendors lateron jointly decided to develop the said entire land bearing **Khasra/Survey/Gut No. 76/B**, having an area of 1.54 Hectors, Rental Rs. 2.00/-, Khate No. 4, held in Bhogwatdar Class-1Rights of **MOUZA – WAGADARA**, situated at Village – Wagadara in Tahsil – Hingna and District – NAGPUR; AND

WHEREAS, now the said land comes within the jurisdiction of Nagpur Metro Regional Development Authority (N.M.R.D.A.) and accordingly the Vendors have submitted the entire papers along with the layout plan for sanctioning the same to the said Authority; AND

WHEREAS, now for the cogent reasons and good causes the Vendors have jointly decided to sale **Plot No.____** out of the aforesaid layout to any interested buyer to utilise the Sale thereof in their best interest and for the benefits of their family members; AND

WHEREAS, the Purchaser being desirous of owning a plot in the above said lay-out had approached the Vendors and the Purchaser hereinabove named has satisfied himself/herself in respect of the Vendor's title to the said to the property as good, valid and marketable; AND

WHEREAS, the Purchaser being desirous of owning the said Plot No. _____ for his/her Residential Use in the aforesaid layout proposed to be sanctioned with heritable and transferable rights therein has approached the Vendors and expressed his/her desire and willingness to purchase the same and after detailed negotiations the Vendors have agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Vendors upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

(1) **THAT**, the Vendors will SELL and the Purchaser will BUY **ALL THAT** Piece and Parcel of land bearing **Plot No.____**, containing by admeasurements **_____Sq. Mtrs. (OR_____Sq. Ft.)**, being a portion of the entire land bearing **Khasra/Survey/Gut No. 76/B** of **MOUZA – WAGDARA**, having an area of 1.54 Hectors, P.H. 46, situated at Village – Wagdara in Tahsil – Hingna and District – NAGPUR and more particularly described in the SCHEDULE hereunder written.

(2) **THAT**, the total price agreed is of **Rs._____/- (Rupees _____ Only)**, which the Purchaser has specifically agreed to pay to the Vendors in the following manner :-

MANNER OF PAYMENT:

Rs. (Rupees_____) Only paid by the Purchaser to the Vendors in Cash & by various Cheques from time to time, the receipt whereof is hereby acknowledged by the Vendors.

Rs. (Rupees_____) Only agreed to be paid by the Purchaser to the Vendors from time to time till the date of registration of Sale Deed.

Rs. (RUPEES_____) ONLY

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THAT The receipt of Rs._____-/- (Rupees _____) as above is hereby acknowledged, admitted, confirmed and accepted by the VENDOR towards full and final consideration amount. The consideration amount in the above manner and proportion is paid by the PURCHASER as per the instructions and mutual understanding between the parties hereto. The VENDOR undertakes and agrees that she has received full and final consideration amount from the Purchaser and nothing remains to be received by the Vendor from the Purchaser towards the sale consideration of the said Property

(3) THAT, the Plot of land hereby agreed to be sold shall free from encumbrances of all kinds whatsoever.

(4) THAT, the Vendors have agreed to provide the facilities/amenities to the said layout, as per the norms of N.M.R.D.A.

(5) THAT, the Purchaser has satisfied herself/himself with respect to the Vendors title to the said property as good, valid and marketable and he/she has accepted the same without any further investigation.

(6) THAT, the said property 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 Contract/Agreement nor shall any compensation be allowed in respect thereof to the purchaser, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

(7) THAT, the Vendors shall not deliver the actual possession of the said Plot to the Purchaser until the entire consideration, Legal Expenses including Stamp Duty and Registration Fees are paid by him/her in full to the Vendors.

(8) THAT, the Purchaser shall individually pay all Grampanchayat Taxes and cesses, N.M.R.D.A Charges/Taxes, etc. as may be levied on the property agreed to be purchased by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

(9) THAT, the Vendors shall deliver the actual possession of the said plot of land hereby agreed to be sold to the Purchaser or her/his nominees at the time of Registration of the Sale Deed. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land with heritable and transferable rights therein. The period for the registration of Sale Deed shall be within a period _Months from the date of this Agreement.

(10) THAT, the Vendors hereby assure to the Purchaser that it shall provide the loan facility from bank for paying further/part amount of consideration if require by the Purchaser.

(11) THAT, on obtaining a proper Sale Deed relating to the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser as absolute Owner thereof.

(12) THAT, the purchaser shall pay the Non-Agricultural Assessments and all other dues whatsoever accruing payable in respect of her/his Plot of land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendors indemnified against such payments.

(13) THAT, all expenses on account of preparation of all kinds of documents, including the cost of stamp Duty Registration Fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchaser.

(14) THAT, this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

DESCRIPTION OF THE PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot No. _____**, containing by admeasurements _____ **Sq. Mtrs. (OR _____ Sq. Ft.)**, being a portion of the entire land bearing **Khasra/Survey/Gut No. 76/B** of **MOUZA – WAGDARA**, having an area of 1.54 Hectors, P.H. 46, situated at Village – Wagdara in Tahsil – Hingna and District – NAGPUR and the same is bounded as under :-

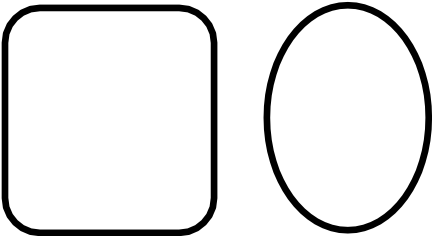
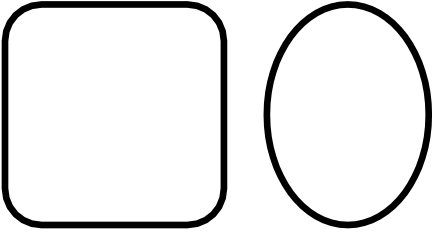
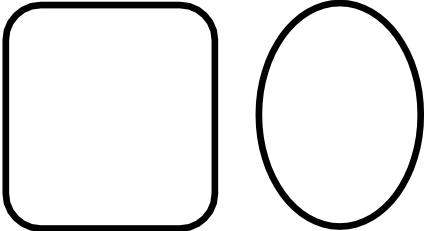
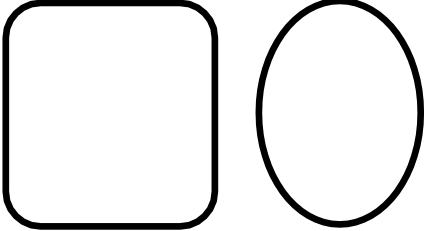
ON THE EAST - BY

ON THE WEST - BY

ON THE NORTH - BY

ON THE SOUTH - BY

IN WITNESS WHEREOF the parties here in above named have fully examined and read over this **AGREEMENT TO SELL** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in the presence of attesting witnesses signing as such on the day first above written.

SR. NO.	PHOTO AND THUMB IMPRESSION	SIGNATURE
1.		(M/s Saraswa Infra) Authorized Partner <u>VENDOR</u>
2.		(_____) <u>PURCHASER</u>
3.		WITNESS NO. 1
4.		WITNESS NO. 2