AGREEMENT TO SELL

Plot No. ..... Survey No. 79/2, Mouza - Sukali(Gupchup)
(Samruddhi -1),
Tah. Hingna, District-Nagpur.

Agreement for sale made at Nagpur on ...th day of .....2022.

Between

Mr. .....

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

Add. – .....

(Pan No. ..... (Aadhar 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.1**.

AND

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 51 years, Occ.: Business,
   R/o 11- A, Khare Town, Dharampeth,
   Nagpur-440010.

2. **Shri. Rahul Arunrao Upganlawar**,
   Aged about 47 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. 2.

That vendor is the absolute owner of the **Plot No**. **.....** out of Survey. No. **79/2** Mouza Shankarpur, P.H.No. 45, Tah. Nagpur (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.1.

That the Assistant Engineer, NMRDA Nagpur has issued proposed demarcated sanction layout map on dated 02/12/2021.

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 agrees 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:-

1) **Rs. ……/-** **(Rs. ……. only)** paid by the purchaser to the vendor/consenter by cheque no. …… drawn on State Bank of India 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 all encumbrances.

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 ***"Samruddhi-1"***.

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 annul this Agreement, and all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

11) That, the purchaser shall construct the house on the said plot as per the sanction from the competent authority only. That if any change made by the NMRDA In respect of the area of the said plot/construction the same will be binding on the purchaser.

12) That, all expenses towards stamp duty, registration charges and incidental expenses in respect of these presents as well as for the sale-deed will be borne out by the purchaser.

13) That, all the formalities regarding R.L. letter from NMRDA sanctioned Map of the purchaser will be completed by the vendor before execution of sale deed and also mutation will be done by the vendor after execution of sale deed in favor of purchaser.

14) That, it is agreed between the parties that maintenance of the layout will be done by the vendors from final sanction of the layout plan till next five years, and after that responsibility of maintenance will be of respective purchaser/society & annual maintenance charges will be borne by the purchaser from time to time.

15) That, all the charges, taxes, cesses, works contract tax, and any other charges payable in respect of the said property have been paid by the purchaser to the vendors and the vendors have been paid all the dues and charges and cesses related to this property. And all such charges and cesses related to this property after the execution and registration of this Sale Deed shall be payable by the purchaser.

16) That, it is agreed, understood and accepted by the Purchaser that Goods and Service Tax if applicable on the instant transaction of sale is specifically agreed to be borne and paid by the Purchaser and in no circumstances Vendor shall be held liable for payment of such charges.

17) That, All development & sanctions will be carried out as per NMRDA – Metro region specification. The layout is spread in 0.82 H.R. land. All the development like 9mtr wide cement roads, Storm water drainage system, Sewage network system, Water pipeline network throughout the layout, Electrification with Street lights, Avenue Plantation, All around compound wall for OPEN SPACE AS PER NMRDA specification.

SCHEDULE OF PROPERTY.

All that piece and parcel of land of **Plot No. .....** admeasuring ... Sq.Mt. (..... Sq.ft) of **Mouza Sukali(Gupchup)**, out of **Survey No. 79/2**, **(Samruddhi -1),** P.H.No.45, Class-I, Tahsil – Hingna, District Nagpur, and same is bounded as under :-

Plot no. .....

North : .....

South : .....

East : .....

West : .....

In witness, whereof parties hereto have set there respective hands and signed this Agreement on the date mentioned above and in the presence of the attesting witness.

Agreement to Sale Plot No. …….. admeasuring … Sq.Mt. (…….. Sq.ft) of Mouza Sukali(Gupchup), out of Survey No. 79/2,

Mr. ……
(**Purchaser/PARTY NO. 1)**

M/s. Tirupati Developers,
Through its partners,

Mr. Prashant M. Bongirwar

Mr. Rahul A. Upganlawar
(**Vendors/PARTY NO. 2)**

……
(**Consenter/PARTY NO. 3)**

Witness:-

1) ----------

2)----------