AGREEMENT TO SALE

Valued At Rs……/-
Market Value of Rs……/-
MOUZA – KARLI
Tahsil – Kalmeshwar, District-Nagpur

THIS **AGREEMENT TO SEL**L is made and executed at Nagpur on this ..... day of **..... 2025**

EXECUTED BY

MR. PRAVIN WAMANRAOJI BHOYAR, Aged about 41 years, Occupation - Business, R/o - Flat No. F/4, Sanchayani Complex, Trimurty Nagar, Ranapratap Nagar,Nagpur-440022, hereinafter called the **"VENDOR/PROMOTER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"COMPANY"** and its **"DIRECTORS",** as well as, his, legal representatives, executors, administrators liquidators and assigns of the **ONE PART: (PAN:- AJBPB 9801 G, AADHAR NO:- 9609 0792 0938)**

IN FAVOUR OF

SHRI _____**,** Aged about _____ years, Occupation – Service / Business, (PAN _____, UID _____), Resident of _____, here-in-after known and referred to as the "**ALLOTTEE/PURCHASER/S**" which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "**ALLOTTEE/PURCHASER/S**" as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the **OTHER PART.**

A) DESCRIPTION OF THE LAND &PROPERTY:-

THAT, the **SELLER/PROMOTER** is the sole and exclusive owner of ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 104, 109, 110/1, 117, 118 and 120/1 of MOUZA – KARLI, Patwari Halka No. 24, having a total area of 16.66 Hectares, (i.e. 166600 Sq. Mtrs.), held in Occupancy Class - I Rights, including all other easementary rights appurtenant and belonging thereto, situated at Karli within the limits of Nagpur Metropolitan Region in Tahsil – Kalmeshwar and District – NAGPUR;

BRIEF HISTORY OF KH. NO.104

WHEREAS, originally land of Old Khasra No. 22, 23, 26 & 27 admeasuring 3.25 HR, 1.86 HR, 0.02 HR and 0.01 HR (i.e.3.28 HR & 8.10 Acres) of entire land belonged to and mutated in the names of 1. Shri. Rama Warlu Thakare, 2. Shri. Balwant Warlu Thakare, 3. Mast. Ramkrushna Warlu Thakare through his Natural Guardian Smt. Gangu Warlu Thakare (Mother) and 4. Smt. Gangu Warlu Thakare,

Contd. …

who acquired the same as an ancestral property after death of Warlu Thakare.

WHEREAS, Thereafter, 1. Shri. Narayan Ramaji Thakare, 2. Shri. Dadarao Ramaji Thakare, 3. Shri. Vasanta Ramaji Thakare, 4. Shri. Suresh Ramaji Thakare, 5. Shri. Ramaji Warlu Thakare, 6. Shri. Balwant Warlu Thakare, 7. Ramkrushna Warlu Thakare and 8. Smt. Gangu Warlu Thakare have sold land of Kh.No.22, 23, 26 & 27/3 total admeasuring 3.28 HR. to Shri. Manohar Fakira Satpute by virtue of **Sale Deed dt.05.02.1980**, which is duly registered with the Sub-Registrar Office in Book No. 1, at Sr. No. 1/491.

WHEREAS, Thereafter, Shri. Manohar Fakira Satpute has sold land of Kh. No.22 & 23 admeasuring 3.25 HR. to Smt. Kalavati Kamlakar Chaudhari by virtue of **Sale Deed dated 04.04.1985** which is duly registered with the Sub-Registrar Office Kalmeshwar in Book No.1, at Sr. No.199**.**

WHEREAS, It is submitted that, during the time, resurvey and re measurement had been done by the revenue authority and due to that land of old Kh. No. 22 & 23, admeasuring 3.25 HR. has been renumbered as new Khasra No. 104 admeasuring 3.88 HR. and said land has been continued in the ownership of Smt. Kalavati Kamlakar Chaudhari.

WHEREAS, It is submitted that, by virtue of an order dated 19.04.2005 passed by the SDO, Sawner in Revenue Case No.262/LND-18-2004-2005, the said Khasra No.104 admeasuring 3.88 HR has been converted from Class-II to Class-I.

WHEREAS, Thereafter, Smt. Kalavati Kamlakar Chaudhari has sold land admeasuring 3.88 HR. of Kh. No.104 to Shri. Sudama Ramadhar Awasthi and Arun Ramadhar Awasthi by virtue of **Sale Deed dt.15.05.1998** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, of its Vol. No.199 at Sr. No. (P) 99 Reg. No.99 from pages 257 to 263.

WHEREAS, Thereafter, Shri. Sudama Ramadhar Awasthi and Arun Ramadhar Awasthi have sold land of Khasra No.104 admeasuring 3.88 HR to Smt. Vimal Shankarao Rode by virtue of **Sale Deed dt.17.05.2005** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 913.

WHEREAS, Thereafter, Smt. Vimal Shankarao Rode has sold land of Khasra No.104 admeasuring 3.88 HR to Shri.. Gurubhau Visanaji Nardelwar by virtue of **Sale Deed dt.27.11.2008** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1881.

WHEREAS, Thereafter, Shri.. Gurubhau Visanaji Nardelwar has sold the said Khasra land No.104 admeasuring 3.88 HR to Shri.Pravin

Wamanrao Bhoyar by virtue of **Sale Deed dt.03.10.2022** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 2241.

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BRIEF HISTORY OF KH. NO.109

WHEREAS, originally land of old Kh. No.21, 50 and 51 admeasuring 4.95 HR, 3.93 HR and 2.67 HR respectively thus total admeasuring 11.55 HR i.e.28.54 Acres was belonged to and mutated in the names of Smt. Jani Pandurang Thakare, Shri. Daulat Pandya Thakare, Smt. Salu Maruti Raut (Wd of deceased Shri. Maruti Pandurang Thakare) and Shri. Shankar Maruti Raut, who acquire the same as an ancestral property after death of Shri. Pandurang Thakare.

WHEREAS, It is submitted that, during the time, resurvey and re measurement had been done by the revenue authority and due to that land of old Kh. No. 21, 50 and 51, admeasuring 4.95 HR, 3.93 HR and 2.67 HR respectively has been renumbered as new Kh. No.106 (old Kh. No.21) and Kh. No.104 (old Kh. No. 50 and 51) admeasuring 5.52 HR and 7.29 HR respectively and said land has been continued in the ownership of land owners.

WHEREAS,Thereafter, Smt. Jani Pandurang Thakare, Shri. Daulat Pandya Thakare, Smt. Salu Maruti Thakare (Wd of deceased Shri. Maruti Pandurang Thakare) have sold entire land of Kh. No.106 admeasuring 5.52 HR. and Kh. No. 109 admeasuring 7.29 HR. to Smt. Shakun Devidas Ingole AND Shri. Shankar Maruti Raut, Shri. Bandu Madhukar Raut, Shri. Sanjay Madhukar Raut, Smt. Kamlabai Madhukar Raut, Smt. Indubai (Wd of decased Shri. Madhukar Raut) and Smt. Radhabai Madhorao Girhe and *revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 77*.

WHEREAS, Thereafter, Smt. Shakun Devidas Ingole AND Shri. Bandu Madhukar Raut, Shri. Shankar Maruti Raut, Shri. Sanjay Madhukar Raut, Smt. Kamlabai Madhukar Raut, Smt. Indubai (wd of decased Shri. Madhukar Raut) have sold entire land of Kh. No.106 admeasuring 5.52 HR. and portion of Kh. No. 109 (dividing by Northern and Southern, Western Portion of said land admeasuring 0.88 HR. out of 7.29 HR. to Shri. Vitthalrao Laxman Pohankar by virtue of **Sale Deed dt.03.09.1991** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 4275.

WHEREAS, Thereafter, Shri. Vitthalrao Laxman Pohankar (owner of 0.88 HR.) AND Shri. Shankar Maruti Raut, Smt. Radhabai Madhorao Girhe, Shri. Bandu Madhukar Raut, Shri. Sanjay Madhukar Raut, Smt. Kamlabai Madhukar Raut, Smt. Indubai Madhukar Raut (Owners of land admeasuring 6.41 HR. which is left remained after execution of sale deed in the name of Shri. Vitthalrao Laxman Pohankar) have sold the entire land of Kh. No.109 adm. 7.29 HR. to 1. Shri. Shriratan Jamnadas Daga, 2. Shri. Shivratan Jamnadas Daga, 3. Shri. Suryaratan Jamnadas Daga, 4. Smt. Ashabai Shriratan

Daga, 5. Smt. Sudhabai Shivratan Daga, 6. Smt. Ushabai Suryaratan Daga by virtue of **Sale Deed dt.28.11.1991** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 905(P) on even date.

WHEREAS, It is submitted that, by virtue of an order dated 30.05.2003 passed by the SDO, Sawner in Revenue Case No.442/LND-18-2002-2003, the said Khasra No.109 admeasuring 7.29 HR has been converted from Class-II to Class-I and *revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 356.*

WHEREAS, Thereafter, Smt. Ashabai Shriratan Daga has left for heavenly abode **on 18.06.2002** and after her death her share from the said land has been devolved upon her legal heirs namely 1. Shri. Adarsh Shriratan Daga and Shri. Vivek Shriratan Daga and they became absolute and joint owners of her share of land in said khasra land.

WHEREAS, Thereafter, 1. Shri. Shriratan Jamnadas Daga, 2. Shri. Shivratan Jamnadas Daga, 3. Shri. Suryaratan Jamnadas Daga, 4. Smt. Sudhatai Shivratan Daga and 5. Smt. Ushabai Suryaratan Daga have executed **Special Power of Attorney dt.20.06.2003** in favour of Shri. Adarsh Shriratan Daga, Shri. Saurabh Shivratan Daga and Shri. Piyush Suryaratan Daga which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 4, at Sr. No. 2715 On 21.06.2003.

WHEREAS, Thereafter, 1. Shri. Shriratan Jamnadas Daga, 2. Shri. Shivratan Jamnadas Daga, 3. Shri. Suryaratan Jamnadas Daga, 4. Smt. Sudhatai Shivratan Daga and 5. Smt. Ushabai Suryaratan Daga through their power of attorney holders Shri. Adarsha Shriratan Daga, Shri. Saurabh Shivratan Daga and Shri. Piyush Suryaratan Daga have sold land of Kh. No.109 adm.7.29 HR. to Shri. Shashvat Dilipsingh Ikhape by virtue of **Sale Deed dt.28.09.2004** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No.1367 on even date.

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodiya, Smt. Anita Chandrakumar Jajodiya, Smt. Radhadevi Madhusudan Jajodiya and Miss. Anchal Chandrakumar Jajodiya have executed **Power of Attorney dt.12.03.2014** for Purchase Power in favour of Shri. Vijay laxmanrao Pawar which is duly Notarized with Adv. N.V.Kolhatkar with N.R.S. No. A-649/2014.

WHEREAS, Thereafter, Shri. Shashvat Dilipsingh Ikhape has sold Southern Portion of land of Kh. No.109 adm.3.64 HR. out of 7.29 HR. of land to Smt. Anita Chandrakumar Jajodiya through her power of attorney holder Shri. Vijay laxmanrao Pawar by virtue of **Sale Deed dt.31.07.2014** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1674 on even date.

WHEREAS, Thereafter, Shri. Sashvat Dilipsingh Ikhape has sold land of Kh. No.109 adm.3.65 HR. out of 7.29 HR. (remaining land) to Shri. Chandrakumar Madhusudan Jajodiya (HUF) through his power of attorney holder Shri. Vijay laxmanrao Pawar by virtue of **Sale Deed dt.31.07.2014** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1673 on even date.

Thus by virtue of aforesaid sale deed, Smt. Anita Chandrakumar Jajodiya and Shri. Chandrakumar Madhusudan Jajodiya (HUF) and they became owners of entire land of Kh. No. 109 admeasuring 7.29 HR.

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodiya has executed **Power of Attorney dt.04.10.2007** in favour of Shri. Vikas Surendraji kejriwal which is duly registered with the Sub-Registrar Office, Amravati in Book No. 4, at Sr. No. 2723.

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodiya through his power of attorney holder Shri. Vikas Surendraji kejriwal has sold land of Kh. No.109 adm.3.65 HR. out of 7.29 HR. of land to Smt. Krushna Vivek Modi by virtue of **Sale Deed dt.06.06.2015** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1264 on even date.

WHEREAS, Thereafter, Smt. Anita Chandrakumar Jajodiya and Shri. Chandrakumar Madhusudan Jajodiya has executed **Power of Attorney dt.15.01.2011 and 27.05.2011** in respect of their property in favour of Shri. Aditya Chandrakumar Jajodiya which is duly registered with the Sub-Registrar Office, Thane-5 & 2 in Book No. 4, at Sr. No. 55 & 227 respectively.

WHEREAS, Thereafter, Smt. Aditya Chandrakumar Jajodiya has executed **Power of Attorney dt.28.10.2013** in favour of Shri. Mukesh Shyamsundar Agrawal which is duly registered with the Sub-Registrar Office, Thane-1 in Book No. 4, at Sr. No. 8007.

WHEREAS, Thereafter, Shri. Sharad Navratan Somani has executed **Power of Attorney dt.03.09.2015** for purchase of property in favour of Shri. Navratan Mangilal Somani which is duly registered with the Sub-Registrar Office, Amravati-1 in Book No. 4, at Sr. No. 3305.

WHEREAS, Thereafter, Smt. Anita Chandrakumar Jajodiya through her power of attorney holder Shri. Aditya Chandrakumar Jajodiya has sold land of Kh. No.109 adm.3.64 HR. out of 7.29 HR. of land to Shri. Sharad Navratan Somani through his power of attorney holder Shri. Navratan Mangilal Somani by virtue of **Sale Deed dt.05.09.2015** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1832 **on even date**.

WHEREAS, Thereafter, Smt. Krushna Vivek Modi has sold land of Kh. No.109 adm.3.65 HR. out of 7.29 HR. of land to Miss. Surbhi Rajendra Jain by virtue of **Sale Deed dt.08.10.2020** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1246 on even date.

WHEREAS, Thereafter, Shri. Sharad Navratan Somani through his power of attorney holder Shri.. Navratan Mangilal Somani has sold land of Kh. No.109 adm.3.64 HR. out of 7.29 HR. of land to Miss. Surbhi Rajendra Jain by virtue of **Sale Deed dt.20.10.2020** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1324 on even date.

Thus by virtue of aforesaid sale deed Miss. Surbhi Rajendra Jain became the owner of entire KH. No.109 admeasuring 7.29 HR.

WHEREAS, Thereafter, Miss. Surbhi Rajendra Jain has executed **Power of Attorney dt.31.03.2021** for purchase in favour of Shri. Yogesh Narayan Shukla which is duly registered with the Sub-Registrar Office, Thane-5 in Book No. 4, at Sr. No. 7402.

WHEREAS, Thereafter, Miss. Surbhi Rajendra Jain through her power of attorney holder Shri.. Yogesh Narayan Shukla has sold the land of Kh. No.109 adm.3.64 HR. out of 7.29 HR to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.31.03.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1026 registered on dt.**21.05.2021.**

WHEREAS, Thereafter, Miss. Surbhi Rajendra Jain through her power of attorney holder Shri. Yogesh Narayan Shukla has sold the land of Kh. No.109 adm.3.65 HR. out of 7.29 HR to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.31.03.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1024 registered on dt.**21.05.2021.**

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BRIEF HISTORY OF KH. NO.110/1

WHEREAS, originally land of Old Kh. No.49 and 52/1 admeasuring 3.71 HR.and 1.04 HR. respectively thus total admeasuring 4.75 HR i.e.11.74 Acres was belonged to and mutated in the names of Shri. Devaji Rajeram Dehankar and Shri. Ramchandra Ragho Dehankar who acquired the same as an ancestral property.

WHEREAS, Thereafter, Shri. Devaji Ragho Dehankar has left for heavenly **abode on 24.01.1981** and after his death his share from land of KH No.49 adm. 3.71 HR. and Kh No.52/1 adm. 1.04 HR. has been devolved upon his legal heirs namely Shri. Raghoba Devaji Dehankar, Shri. Namdeorao Devaji Dehankar and Shri. Bapurao Devaji Dehankar and they became joint and absolute owners of the said land.

WHEREAS, It is submitted that, during the time, resurvey and remeasurement had been done by the revenue authority and land of Old Kh. No. 49 and 52/1 has been renumbered as new Khasra No. 110 admeasuring 4.84 HR. and said land has been continued in the ownership of Shri. Rajeram Ragho Dehankar, and Shri. Ramchandra Ragho Dehankar, Shri. Raghoba Devaji Dehankar, Shri. Namdeorao Devaji Dehankar and Shri. Bapurao Devaji Dehankar.

WHEREAS, Thereafter, Shri. Bapurao Devaji Dehankar, Shri. Namdeorao Devaji Dehankar, Shri. Ragho Devaji Dehankar, Shri. Rajeram Ragho Dehankar and Shri. Ramchandra Ragho Dehankar have sold land of Kh. No.110 admeasuring 0.89 HR. out of 4.84 HR. of land to Shri. Vasudeorao Nagorao Meshram and Shri. Nilesh Vasudeo Meshram by virtue of **Sale Deed dt.11.03.1995** which is duly registered with the Sub-Registrar Office at Sr. No. 227 on even date**.**

WHEREAS, Thereafter, Shri. Rajeram Ragho Dehankar, Shri. Ramchandra Ragho Dehankar, Shri. Bapurao Devaji Dehankar, Shri. Namdeorao Devaji Dehankar and Shri. Ragho Devaji Dehankar, have sold land of Kh. No.110 admeasuring 0.81 HR. out of 4.84 HR. of land to Mast. Sandip Premkishor Gandhi and Mast. Swarnesh Premkishor Gandhi through their Natural Gaurdian Shri. Premkishor Mohanlal Gandhi by virtue of **Sale Deed dt.31.03.1995** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 53 on even date**.**

WHEREAS, Thereafter, Shri. Rajeram Ragho Dehankar, Shri. Ramchandra Ragho Dehankar, Shri. Bapurao Devaji Dehankar, Shri. Namdeorao Devaji Dehankar and Shri. Ragho Devaji Dehankar, have sold land of Kh. No.110 admeasuring 0.24 HR. out of 4.84 HR. of land to Smt Uma Rajendra Rathi by virtue of **Sale Deed dt.31.03.1995** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, Vol. No. 108, Page No. 179 to 180 at Sr. No. 54 on even date**.**

WHEREAS, Thereafter, Shri. Rajeram Ragho Dehankar, Shri. Ramchandra Ragho Dehankar, Shri. Bapurao Devaji Dehankar, Shri. Namdeorao Devaji Dehankar and Shri. Ragho Devaji Dehankar, have sold land of Kh. No.110 admeasuring 0.81 HR. out of 4.84 HR. of land to Shri. Premkishor Mohanlal Gandhi and Shri Chandresh Premkishor Gandhi by virtue of **Sale Deed dt.31.03.1995** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1,Vol No. 108,page No. 181 to 182 at Sr. No. 55 on even date**.**

WHEREAS, Thereafter, Shri. Raghoba Devaji Dehankar, Shri. Namdeorao Devaji Dehankar, Shri. Bapurao Devaji Dehankar, Shri. Rajeram Raghoba Dehankar and Shri. Ramchandra Raghoba Dehankar have sold land of Kh. No.110 admeasuring 1.38 HR. out of 3.95 HR. of land to Mast. Nakul Suresh Chandak through his Natural Guardian Shri. Vitthaldas Chandak by virtue of **Sale Deed**

dt.31.03.1995 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 58 on even date**.**

WHEREAS, Thereafter, Shri. Nakul Suresh Chandak has sold 1.38 Hr. out of 3.95 Hr. land of Kh. No.110/1 to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.24.09.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1941.

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BRIEF HISTORY OF KH. NO.117

WHEREAS, originally land of Old Khasra No. 52/3 admeasuring 1.03 HR. (i.e.2.55 Acres) belonged to and mutated in the name of Shri. Bakaram Fakira Dehankar and he acquired the said land as an ancestral property.

WHEREAS, Thereafter, Shri. Bakaram Fakira Dehankar has left for heavenly abode **on dt.24.01.1992** and after his death said land of Khasra has been devolved upon his legal heirs namely Shri. Prahalad Bakaram Dehankar, Shri. Mahadev Bakaram Dehankar, Shri. Vithoba Bakaram Dehankar and Smt Saraswati Yadavrao Chimote and they became absolute and joint owners of the said khasra land.

WHEREAS, It is submitted that, during the time, resurvey and remeasurement had been done by the revenue authority and land of Old Kh. No. 52/3 has been renumbered as new Khasra No. 117 admeasuring 0.98 HR. and said land has been continued in the ownership Shri. Prahalad Bakaram Dehankar, Shri. Mahadev Bakaram Dehankar, Shri. Vithoba Bakaram Dehankar and Smt Saraswati Yadavrao Chimote.

WHEREAS, It is submitted that, by virtue of an order dated 25.11.1998 passed by the SDO, Sawner in Revenue Case No.133/LND-18-1997-98, the said Khasra No.83 and 117 admeasuring 2.01 Hr. and 0.98 Hr. has been converted from Class-II to Class-I and *revenue authority has took mutation regarding the same by virtue of Ferfar Panji No. 196.*

WHEREAS, Thereafter, Shri. Prahalad Bakram Dehankar, Shri. Mahadev Bakram Dehankar, Shri. Vithoba Bakram Dehankar, and Smt Saraswati Yadavrao Chimote have sold lands of Kh.No.83 and 117 admeasuring 2.99 HR. to Shri. Ghanshyam Hazarilal Sharma and Shri. Shivaji Sitaramji Sharma by virtue of **Sale Deed dt.07.07.1997** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1859**.**

WHEREAS, Thereafter, Shri. Ghanshyam Hazarilal Sharma and Shri. Shivaji Sitaramji Sharma have sold land of Kh.No.78/79/80/2, 99, 117, 102 and 83 admeasuring 0.15, 4.60, 0.98, 2.08 and 2.01HR. (i.e. total 9.82Hr. & 24.27Acres) to Smt Harsha Jaideep Shah, Smt Jyotsna Vyankatesh chari and Smt Rashmi Milind Alsi by virtue of **Sale Deed**

dt.06.05.2004 which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 735**.**

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodiya has executed **General Power of Attorney dt.04.10.2007** in favour of Shri. Vikas Surendraji Kejariwal which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 4, at Sr. No. 2723 on even date.

WHEREAS, Thereafter, Smt Harsha Jaideep Shah, Smt Jyotsna Vyankatesh chari and Smt Rashmi Milind Alsi has sold the land of Kh. No.117 admeasuring 0.98 HR. to Shri. Chandrakumar Madhusudan Jajodya (HUF) through its POA holder Shri. Vikas Surendraji Kejariwal by virtue of **Sale Deed dt.03.07.2015** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 454**.**

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodya has executed **Power of Attorney dt.29.03.2014** in favour of Shri. Vijay laxmanrao Pawar which is duly registered with the Sub-Registrar Office, Amravati-2 in Book No. 4, at Sr. No. 727 on 29.03.2014.

WHEREAS, Thereafter, Shri. Chandrakumar Madhusudan Jajodya (HUF) through POA holder Shri. Vijay laxmanrao Pawar has sold land of Kh. No.117 admeasuring 0.98 HR. to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.19.01.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 136.

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BRIEF HISTORY OF KH. NO.118

WHEREAS, originally land of Old Khasra No. 48, 52/4 admeasuring 2.51 HR. and 1.00 HR. respectively and thus total admeasuring 3.51 HR i.e. 8.67 Acres belonged to and mutated in the name of Shri. Maniram Ramaji Dehankar and he acquired the said land as an ancestral property.

WHEREAS, Thereafter, Shri. Maniram Ramaji Dehankar has left for heavenly abode **on dt.18.12.1961** and after his death the said land of Khasra has been devolved upon his legal heirs namely Shri. Tejram Maniram Dehankar, and Smt Janabai Maniram Dehankar.

WHEREAS, It is submitted that, during the time, resurvey and re measurement had been done by the revenue authority and land of Old Kh. No. 52/4, admeasuring 1.00 HR. has been renumbered as new Khasra No. 118 admeasuring 1.20 HR. and said land has been continued in the ownership of Shri. Tejram Maniram Dehankar, and Smt Janabai Maniram Dehankar.

WHEREAS, Thereafter, Shri. Tejram Maniram Dehankar and Smt Janabai Maniram Dehankar have sold land of Kh.No.118 admeasuring 1.20 HR. to Shri. Vasudeo Nagorao Meshram and

Nilesh Vasudeo Meshram by virtue of **Sale Deed dt.19.12.1990** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, Vol. No.57, pages 191 to 194 at Sr. No. 867(P)**.**

WHEREAS, It is submitted that, by virtue of an order dated 20.01.2001 passed by the SDO, in Revenue Case No.166/LND/2000-2001, the said Khasra No.118 admeasuring 1.20 Hr. has been converted from Class-II to Class-I.

WHEREAS, Thereafter, Shri. Vasudeo Nagorao Meshram has left for heavenly abode **on dt.08.10.2016** and after his death the said land of Khasra No.118 has been devolved upon his legal heirs namely Shri. Rajesh Vasudeo Meshram, Shri. Nilesh Vasudeo Meshram, Smt Ashwini Hiralal Khobragade, Smt Madhuri Parkash Dupare and Smt. Deepali Vasudeo Meshram they became absolute and joint owners of the said khasra land.

WHEREAS, Thereafter, Shri. Rajesh Vasudeo Meshram, Shri. Nilesh Vasudeo Meshram, Smt. Ashwini Hiralal Khobragade, Smt. Madhuri Parkash Dupare and Smt. Deepali Vasudeo Meshram have sold land of Kh.No. 118 admeasuring 1.20 Hr. to Shri. Manohar Bhaurao Ghodmare by virtue of **Sale Deed dt.08.08.2018** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1710**.**

WHEREAS, Thereafter, Shri. Manohar Bhaurao Ghodmare has sold land of Kh. No.118 admeasuring 1.20 HR. to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.12.04.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 929**.**

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BRIEF HISTORY OF KH. NO.120

WHEREAS, originally land of Old Khasra No. 10 admeasuring 2.34 HR. (i.e. 5.78Acres) out of entire land admeasuring 7.02 HR. (i.e. 17.37Acres) belonged to and mutated in the name of Shri. Madho Sakharam Patil and he acquired the said land by virtue of partition.

WHEREAS, It is submitted that, during the time, resurvey and re measurement had been done by the revenue authority and land of Old Kh. No. 10, admeasuring 2.34 HR. has been renumbered as new Khasra No. 120 admeasuring 2.03 HR. and said land has been continued in the ownership of Shri. Madho Sakharam Patil.

WHEREAS, Thereafter, Shri. Madho Sakharam Patil has left for heavenly abode **on dt.30.09.1982** and his daughter Smt. Indubai Ghanshyam Thool has left for heavenly **abode on dt.01.07.1989** and after their deaths said land of Khasra has been devolved upon their legal heirs namely 1. Shri. Pradeep Madhorao Patil, 2. Smt. Rewtabai Ramkrushna Barhate, 3. Smt. Indubai Ghanshyam Thool (dead) 4. Smt. Vanmala Vyankatrao Kambale 5. Smt. Jyoti Chanduji

Kambale, 6. Smt. Ujjwala haridas Wankhede and after death of Smt. Indubai Ghanshyam Thool the said Khasra land has been devolved upon her legal Heirs namely 1. Shri. Anand Ghanshyam Thool 2. Smt. Bharti Omraj Wasnik & 3. Smt. Karuna Ghanshyam Thool and they became absolute and joint owners of the said khasra land.

WHEREAS, Thereafter, Shri. Sharad Navratan Somani has executed **General Power of Attorney dt.03.09.2015** for Presentation in favour of Shri. Navratan Mangilal Somani which is duly registered with the Sub-Registrar Office, Amravati-1 in Book No. 4, at Sr. No. 3305.

WHEREAS, Thereafter, Shri. Pradeep Madhorao Patil, Smt. Rewtabai Ramkrushna Barhate, Smt. Vanmala Vyankatrao Kambale, Smt. Jyoti Chanduji Kambale, Smt. Ujjwala Haridas Wankhede, Shri.. Anand Ghanshyam Thool, Smt. Bharti Omraj Wasnik and Smt. Karuna Ghanshyam Thool have sold land of Kh.No.120 admeasuring 2.03 HR. to Shri. Sharad Navratan Somani through his power of attorney holder Shri. Navratan Mangilal Somani by virtue of **Sale Deed dt.07.10.2015** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1977.

WHEREAS, Thereafter, Shri. Sharad Navratan Somani and Shri. Vijay Laxmanrao Pawar has sold land of Kh. No.120 admeasuring 0.10 Hr. out of 2.03 Hr. to Shri. Rahul Leeladhar Meshram by virtue of **Sale Deed dt.29.10.2016** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 2412.

WHEREAS, Thereafter, Shri. Rahul Leeladhar Meshram has sold entire land admeasuring 0.10 HR. out of of Kh. No.120 adm. 2.03 HR to Shri. Bhagwan Devnath Kambale by virtue of **Sale Deed dt.11.05.2017** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 975.

WHEREAS, Thereafter, Shri. Sharad Navratan Somani though POA for presentation Shri. Navratan Mangilal Somani has sold remaining portion of land of Khasra No.120 admeasuring 1.93 Hr to Shri.. Ankit Rajendra Jain by virtue of **Sale Deed dt.20.10.2020** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1323.

WHEREAS,Thereafter, Shri. Ankit Rajendra Jain has sold the entire land of Khasra No.120 admeasuring 1.93 Hr to Shri. Pravin Wamanrao Bhoyar by virtue of **Sale Deed dt.31.03.2021** which is duly registered with the Sub-Registrar Office, Kalmeshwar in Book No. 1, at Sr. No. 1027 on 21.05.2021.

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WHEREAS, Thereafter, Shri. Pravin Wamanrao Bhoyar has applied for conversion of said land from agricultural to non-agricultural i.e. residential use. Accordingly **The Tahsildar, Nagpur vide his Order dated 25.08.2023 passed in Revenue Case No.**

16/NAP-34/2022-2023 ***(In view of Power/delegation given by the Collector Nagpur vide Letter dated 19.09.2022)*** has converted the said land of Kh.No.104, 109, 110/1, 117, 118, 120 (Part) for non-agricultural i.e. residential use on various terms and conditions mentioned therein. It is submitted that, as per N.A. order, Statement of Area is as under as under:-

Gross Area Land/ Plot		
As per Ownership Document 7/12 Extract	16.69	HR.
Area Under Prosal	15.00	HR.
As Per Measurement Sheet	15.00	HR.
As Per Site	15.00	HR.
Balance Agriculture Land	1.69	HR.
GROSS AREA LAND/PLOT		
As per Ownership Document 7/12 Extract	15.61	HR.
Area Under Prosal	15.61	HR.
As Per Measurement Sheet	15.61	HR.
As Per Site	15.61	HR.
GROSS AREA LAND/PLOT		
As per Ownership Document 7/12 Extract	32.30	HR.
Area Under Prosal	30.61	HR.
c) As Per Measurement Sheet	30.61	HR.
d) As Per Site	30.61	HR.
e) Balance Agriculture Land	1.69	HR.
Deduction For		
a) Proposed D.P./D.P. Road Area	0.000	Sq. Mtrs.
b)Any D. P. Reservation Area	0.00	Sq. Mtrs.
Total (a+b)	0.00	Sq. Mtrs.
Balance Area of Plot (1-2)	306100.00	Sq. Mtrs.
Amenity Space		
Required 5% on Industrial Zone	NIL	Sq. Mtrs.
Adjustment of 2 (b) if any	NIL	Sq. Mtrs.
Balance Proposed	NIL	Sq. Mtrs.
Net Plot Area (3-4 C)		
Recreational Open Space		
Required Park & Play Ground 10%	30310.00	Sq. Mtrs.
Proposed Park & Play Ground Given	14266.00	Sq. Mtrs.
Proposed Park & Play 10%	16363.15	Sq. Mtrs.
Ess & WTP Given	318.62	Sq. Mtrs.
ESS & WTP	326.13	Sq. Mtrs.
Internal Road Area Given	36956.51	Sq. Mtrs.
Internal Under Area	40796.88	Sq. Mtrs.
Area Under layout Plot Given	73691.68	Sq. Mtrs.
Area Under Layout Plots	74791.49	Sq. Mtrs.

Pro-RATA factor For FSI calculations on Layouts Plot = 5/9 306100.00/148483.17=2.06		
Area Under Road Widening Given	2263.40	Sq. Mtrs.
Area Under Road Widening	402.83	Sq. Mtrs.
Space for NMRDA		
Required	45915.00	Sq. Mtrs.
Proposed Given	22503.76	Sq. Mtrs.
Proposed	23419.52	Sq. Mtrs.

WHEREAS, It is submitted that, thereafter, Owner has prepared a layout in the land of Kh. No. 104, 109, 110/1, 117, 118, 120 (Part) by demarcating various sized plots therein and said layout has been duly recommended for sanction and approved by the Nagpur Metropolitan Region Development Authority, Nagpur by virtue of its Letter No. EE/NMRDA/DPC/Agree/1493 dated 07.02.2024 on various terms and conditions mentioned therein. It is submitted that in view of terms and conditions, an Development Agreement dated 07.02.2024 has been executed in between the NMRDA and Shri. Pravin Wamanrao Bhoyar Jain on various terms and conditions mentioned therein.

WHEREAS, It is submitted that, as per the terms of development agreement and after completing an procedures, the Executive Engineer of NMRDA, Nagpur has released Plot Nos.3, 4, 5, 7, 8, 9, 10, 11, 28, 44, 61, 64, 65, 68, 76, 79, 83, 84, 89, 93, 96, 107, 108, 113, 121, 125, 131, 132, 134, 137, 138, 139, 140, 141, 144, 166, 173, 195, 197, 198, 199, 200, 201, 205, 206, 215, 229, 233, 234, 235, 237, 238, 240, 241, 248, 251, 252, 253, 261, 267, 268, 271, 276, 278, 295, 296, 300, 306, 309, 316, 319, 321, 328, 331, 343, 346, 352, 354, 355, 365, 366, 367, 370, 383, 403, 408, 413, 427, 428, 438, 442, 443, 445, 449, 461, 468, 473, 474, 478, 485, 495, 500, 501, 503, 504, 507, 513, 514, 516, 528, 531, 532, 533, 542, 549, 555, 558, 560, 561, 563, 574, 575, 579, 586 from and out of the sanctioned layout of Kh.No.104, 109, 110/1, 117, 118, 120 Part by virtue of Letter No.EE (NMRDA)/DPC/RL/1458 dt.08.02.2024 in the name of Shri. Pravin Wamanrao Bhoyar.

THAT, the SELLER/PROMOTER has agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the Executive Engineer, NMRDA;

THAT, the ALLOTTEE/PURCHASER/S hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the SELLER/PROMOTER herein and visited the office of the SELLER/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and SELLER/ PROMOTER'S authority and right to develop the said land and to sell the various residential Lay-out plots to the prospective buyers;

THAT, the ALLOTTEE/PURCHASER/S here-in-above approached to the SELLER/PROMOTER for the purchase of Residential Plot for

his/her/their residential purposes in the said Lay-out known as **"MAYA NAGARI-II"**and has agreed to pay the cost of developed plot to the SELLER/PROMOTER; AND

B. **TITLE CERTIFICATE:** The title of the Owner/Promoter is duly verified through their Advocate Sandeep A. Shastri, Nagpur and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A";**

C. **EXCLUSIVE RIGHT TO SELL AND DEVELOP:** In the circumstances, the Owner/Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/Promoter has applied for, and is granted due registrationunder the provisions of the Real Estate (Regulation and Development) Act, 2017, bearing No. **…….....** and the same is attached hereto as **Annexure-F**.

D. **PURCHASER AGREES TO ACQUIRE:** The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-"A"** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No.** _____ as specified in Schedule "A" written hereinafter (hereinafter for the sake of brevity referred to as the "said Plot"). The Purchaser/s has/have agreed to acquire **Plot No.** ____admeasuring about _____ **Sq. Mtrs.(OR** _____ **Sq.Ft),** at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the SCHEDULE hereunder written and marked in Red on the Plan Scheme "B".

E. **INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:** The Purchaser/s has/have demanded from the Owner/Promoter and the Owner/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. **INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/have before the execution hereof, had the title of the Owner/Promoter thereto independently verified through the Legal Counsel/Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances and is clear and marketable.

G. **CONSIDERATION :** After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of **Rs. _____ (Rupees _____)** Only vide Cheque No. _____ Dated _____ drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale-price of **Rs. _____ (Rupees _____)** Only against and in consideration of the said Plot agreed to be sold by the Owner/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **Schedule-E** hereunder written and which payment is deemed to be the essence of these presents;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. PURCHASE AND SALE OF THE PLOT:-

1.1 The Purchaser/s has/have agreed to acquire and Owner/ Promoter has agreed to sell the said open **Plot No. ____** admeasuring _____ **Sq. Mtrs**., and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the *Schedule A* and specified in Plan Schedule B hereunder written;

1.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No…….. admeasuring …….. Sq.Ft. having …….. Ft. Lenth x …….. ft. breath x …….. ft. vertical clearance and situated at …… in the layout for the consideration of Rs. ……../-.

1.3. The Allottee has paid on or before execution of this agreement a sum of Rs……../- (Rupees ……. only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of

Rs……/- (Rupees…….Only) and shall be deposited in RERA Designated Collection Bank Account bearing **No.43180312901**, at **State Bank of India, Dindyal Nagar Branch, Nagpur** having IFSC Code No.**SBIN0009057**, situated at In addition to the above bank account, I/We have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having **Account No.42636471147** and **43180294946** respectively. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure hereunder written;

2. CONSIDERATION:-

2.1 **LUMP SUM CONSIDERATION AND EXCLUSIONS:**

As mentioned above, the Owner/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Promoter the said open Plot inclusive the specifications mentioned in the Annexure_____ at or for the mutually agreed lump sum consideration of **Rs. ……../- (Rupees …….. Only)** Only and the Purchaser shall make the payment of the same in the name of "**MR. PRAVIN WAMANRAOJI BHOYAR,**" or such other name as may be specified from time to time by the Owner/Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1 **TIME PERIOD FOR POSSESSION:** The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter before. On receipt of the of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchase/s shall take possession of the said open Plot within (fifteen days) two months (u/s 19(10)) of the Owner/ Developer/Promotergivingwrittennoticetothe Purchaser/sintim atingthesame and after complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule.

2.1.2 <u>DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/CONSENTING PARTY</u>: It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 herein above or within further mutually agreed period (and a period of three months thereafter,) or if, the Owner/ Developer

/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/store fund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made there under, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

2.2. MAINTENANCE OF THE PLOT/LAYOUT: Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the owner/Developer/Promoter, changes for common service if any.

2.3 FORMATION OF FINAL BODY OF PURCHASERS:- The Owner/Developer/Promoter shall on execution of registered Agreement for Sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act. 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/PromoterofwhichallthepurchasersofPlotssh allbeboundtobecome and be admitted as members

3. NO RIGHT TO DEMAND SUB-DIVISION :

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the right of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Promoter of all the plots on the said Land, then in such case the Owner/Promoter

shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer free, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :-

(a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The promoter has also obtained the necessary N.A. permission from competent authority;

(b) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there is no prohibitory order for transfer of the Plot.

(e) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wings shall be obtained by following dues process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(g) The Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any personor party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter in favour of the Association/Condominium/Society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

10. FURTHERE ASSURANCES:

Both Parties agree that they shall execute acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. ADDRESS FOR SERVICE:

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below;

Name of Allottee/Purchaser
……
……
……
(Allottee's Address)
……
Notified Email ID: ……

MR. PRAVIN WAMANRAOJI BHOYAR,
Aged about 41 years, Occ. Business,
R/o. Flat No.F/4, Sanchayani Complex, Trimurty Nagar,
Ranapratap Nagar,Nagpur-440022
(Promoter Address)
Notified Email ID : _____

It shall be the duly of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

12. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW :

That the right and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE – "A"

(SCHEDULE OF THE PROPERTY HEREBY SOLD)

ALL THAT piece and parcel of land being **Plot No. ……** admeasuring about **…….. Sq. Mtrs.(OR …….. Sq. Ft.)** (dimensions are as shown in the plan annexed herewith) out of the Lay-out known as **"MAYA NAGARI-II** carved on ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 104, 109, 110/1, 117, 118, 120 (Part) of **MOUZA–KARLI**, Patwari Halka No. 24, including all other easementary rights appurtenant and belonging thereto, situated at Karli Waneri within the limits of Nagpur Metropolitan Region in Tahsil – Kalmeshwar and District – NAGPUR and the same is bounded as under :

ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

SCHEDULE – "B"

Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout

Sr. No.	Type of facilities /amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i)	Nil	Nil	Nil	Nil	Nil	Nil
ii)	Nil	Nil	Nil	Nil	Nil	Nil
iii)	Nil	Nil	Nil	Nil	Nil	Nil

The size and the location of the facilities/amenities inform of open spaces (RG/PG etc.) provided / to be provided within the plot and / or within the layout.

Sr. No.	Type of open spaces(RG/PG) to be provided	Phase name/ number	Size open Spaces to be provided	Proposed Date Of availability for use	Proposed Date of handing Over to the common organization
i)	1128.11Sq.Mtr.	Nil	1128.11Sq.Mtr		
ii)					
iii)					

IN WITNESES WHEREOF THE SELLER/PROMOTER AND THE ALLOTTEE/PURCHASER/S hereto have signed this **AGREEMENT TO SELL** at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(MR. PRAVIN WAMANRAOJI BHOYAR)** **(VENDOR/PROMOTER)**
02			_____ **(ALLOTTEE/PURCHASER)**
WITNESSES :-			
I			_____ **WITNEESS NO. 1**
II			_____ **WITNEESS NO. 2**

SCHEDULE – "E"

MANNER OF PAYMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
	AMOUNT RECEIVED		

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____ Only) in the following manner :

Amount Rs.	Payable on or before
	TOTAL AMOUNT