

	has been booked by other Allottee/Purchaser. In the event of cancellation by Allottee/Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
	(6) NOTICES :
	That all notices to be served on the Allottee/Purchaser and the Vendors/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendors/Promoters by Registered Post at their respective addresses specified below: Name of Allottee/Purchaser : _____ Address : _____ e-mail : _____ Name of Vendor/Promoter : M/S. OZEN DEVELOPERS Address : _____, Nagpur e-mail : _____ It shall be the duty of the Allottee/Purchaser and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Allottee/Purchaser, as the case may be.
	(7) Advertisement / Prospectus :
	It is specifically understood and agreed by the Allottee/Purchaser that the prospectus other advertising material published by the Vendor/Promoters from time to time in respect of the project contain various features such as plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/Promoters and Allottee/Purchaser. The details mentioned in Schedule C hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
	(8) Entry of Vendor/Promoters staff in the Lay-out :
	The Allottee/Purchaser shall permit the Vendor/Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	(9) Movement of men and material :
	The Allottee/Purchaser is well aware that the Vendor/Promoter will complete development works of said Lay-out as mentioned Schedule C . The Allottee/Purchaser assures that after possession of the said Plot she/he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery

	required for the future works.												
	(10) Water connection and charges :												
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Metropolitan Regional Development (NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/Promoters will only create suitable infrastructure for supply of raw water.												
	(11) Dispute Resolution :												
	THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under The Real Estate (Regulation & Development) Act, 2016.												
	(12) Registration :												
	The Allottee/Purchaser and/or Vendor/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoters will attend such office and admit execution thereof.												
	(13) Stamp Duty												
	The Allottee/Purchaser/Vendor herein has paid Stamp Duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015.												
	SCHEDULE – A (SAID ENTIRE PROJECT LAND)												
	ALL THAT Piece and Parcel of land bearing Kh. No. 8/5 of Mouza – BELTARODI P.S.K. 38 containing by admeasurement 1.42 Hectare (i.e. 14200 Sq. Mtrs.) including all easementary rights appurtenant and belonging thereto, situate at Village – Beltarodi, within the limits of Grampanchayat Besa-Beltarodi in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under – <table><tr><td>ON THE EAST</td><td>-</td><td>KH NO. 9,</td></tr><tr><td>ON THE WEST</td><td>-</td><td>KH NO. 7,8/1,8/2,</td></tr><tr><td>ON THE NORTH</td><td>-</td><td>KH NO. 18,</td></tr><tr><td>ON THE SOUTH</td><td>-</td><td>KH NO. 8/3.</td></tr></table>	ON THE EAST	-	KH NO. 9,	ON THE WEST	-	KH NO. 7,8/1,8/2,	ON THE NORTH	-	KH NO. 18,	ON THE SOUTH	-	KH NO. 8/3.
ON THE EAST	-	KH NO. 9,											
ON THE WEST	-	KH NO. 7,8/1,8/2,											
ON THE NORTH	-	KH NO. 18,											
ON THE SOUTH	-	KH NO. 8/3.											
	SCHEDULE – B (SAID PLOT)												

ALL THAT Piece and Parcel of land bearing **Plot No.** _____ containing by admeasurement _____ **Square Meters.** out of the sanctioned layout carved on the land described in **Schedule - A** and known and styled as " _____ ", and the said Plot is bounded as under –

ON THE EAST - **BY** _____,
ON THE WEST - **BY** _____,
ON THE NORTH - **BY** _____,
ON THE SOUTH - **BY** _____.

SCHEDULE- C
DEVELOPMENT WORKS OF THE PROJECT

- 1) Cement Concrete/ C C Paver block Road
- 2) R.C.C./H.D.P.E. Pipe saucer line
- 3) Storm Drainage Line
- 4) Water Pipe Line
- 5) Open space Compound wall
- 6) Sewage Treatment Plant
- 7) Rain Harvesting Chamber
- 8) Electric Network with Transformer
- 9) Street Light
- 10) Common Lay-out fencing with barbet wire & Cement Concrete Poll
- 11) Common Entrance Gate

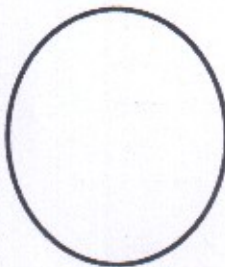
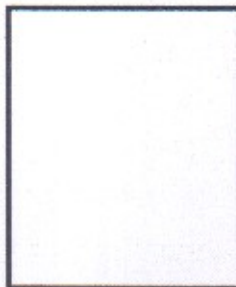
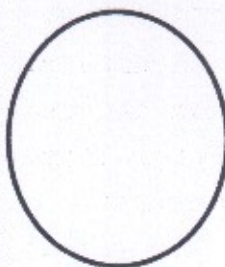
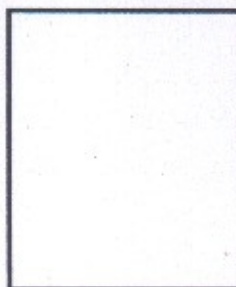
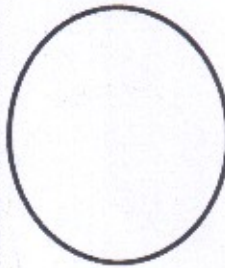
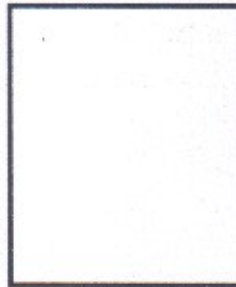
SCHEDULE- D
(PAYMENT SCHEDULE)

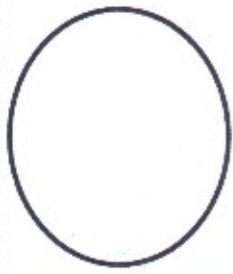
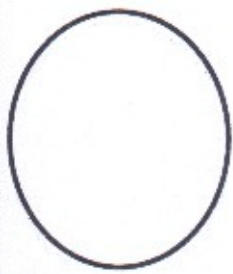
Rs. (Rupees _____) Only paid by the Purchaser to the Vendor/Promoter as Earnest Money by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor/Promoter.

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor/Promoter by Cheque No. _____ dated _____ drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Promoter.

Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____ at the time of registration of Sale Deed or possession whichever is earlier.
Rs.	(TOTAL RUPEES _____ ONLY).

IN WITNESS WHEREOF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER herein 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 presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. OZEN DEVELOPERS 1) (PRATIK RAJESH SARAOGI)
02			2) (VIVEK BABANRAO HUSUKALE)
03			3) (AJAY NATTHUJI KESARE) Partners <u>VENDOR/PROMOTER</u>

04			 <u>ALLOTTEE/PURCHASER</u>
WITNESSES :-			
I			 <u>WITNESS NO. 1</u>
II			 <u>WITNESS NO. 2</u>