AGREEMENT TO SELL FOR RS. _____ ONLY

(RUPEES _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)

RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of AUGUST, 2021 BETWEEN :

M/S. OZEN DEVELOPERS, A Partnership Firm having its Office at Nagpur and acting through its Partners **(1) SHRI. PRATIK S/o RAJESH SARAOGI**, Aged 29 Years, Occupation – Business, Resident of Anandam World City, Ganeshpeth Road, Nagpur-440018, Tahsil and District – NAGPUR (PAN CKSPS5018J & AADHAR 3068 7010 3995); **(2) SHRI. VIVEK S/o BABANRAO HUSUKALE**, Aged 45 Years, Occupation – Business, Resident of Plot No. 7, Friends Society No. 2, Deendayal Nagar, Nagpur-440022, Tahsil and District – NAGPUR (PAN AABPH9138D & AADHAR 3378 0203 3376); AND **(3) SHRI. AJAY S/o SHRI. NATHUJI KESARE,** Aged 48 Years, Occupation – Business, Resident of Flat No. B-101, Sanchayani Prestige Apartments, Near Poonam Vihar, Swawalambi Nagar, Nagpur-440022, Tahsil and District – NAGPUR (PAN ALVPK0401D & AADHAR 3993 2176 7996), hereinafter called the **VENDOR/PROMOTER,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Income Tax Permanent Account No. _____,

Aadhar Unique Identity No. _____,

Resident of _____,

hereinafter called the **"ALLOTTEE / PURCHASER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE / PURCHASER",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

(1)	**Title History :**
	The Vendor/Promoter hereinabove named own the property comprising 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 ALL THAT Piece and Parcel of Agricultural land bearing Kh. No. 8 (New Kh. No. 8/3) of Mouza – BELTARODI, having an area of 3.44 Hectors, Rental Rs. 810/- held in Bhogwatdar Class-1 Rights, situate at Village – Beltarodi, P.S.K. 38 in Tahsil – Nagpur (Rural) and District - NAGPUR, originally belonged to Shri. Nagorao S/o Govindrao Khadse, being his separate property The said Shri. Nagorao S/o Govindrao Khadse lateron transferred a Piece of land having an area of 1.62 Hectors comprising the Northern Portion of Kh. No. 8/3 of Mouza – Beltarodi by way of Sale to Shri. Vijay S/o Govindrao Kashikar by a Sale Deed Dated 14-8-2001, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 644 on 23-8-2001. The said Sale Deed is duly Consented by Shri. Dilip S/o Govindrao Khadse. The said Piece of land having an area of 1.62 Hectors is now renumbered as Kh. No. 8/5 of Mouza – Beltarodi. The Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-2-1976 the said Shri. Vijay S/o Govindrao Kashikar had filed his Statements/Returns Under Section 6(i) of the said Act before the Additional Collector and Competent Authority U.L.C. Nagpur and on completion of his enquiry, the said authority vide its Order passed in ULC Case No. 151/2006 Dated 18-3-2006 declared 16200 Sq. Mtrs. of land out of the aforesaid Kh. No. 8/5 of Mouza - BELTARODI as a surplus vacant land within the meaning of the said Act. The said Shri. Vijay S/o Govindrao Kashikar lateron applied to the Government of Maharashtra for exemption to the aforesaid surplus vacant land containing by admeasurement 16200 Sq. Mtrs. under Talegaon Dabhade Scheme; and 2000 Sq.Mtr. thereof is allotted and delivered thereof ,is given to state government through ULC department. Considering his application the Government of Maharashtra through Competent Authority, (U.L.C.) Nagpur vide his Order Dated -7-2006 passed in Case No. ATP/ULC/TD(802)/2006/1558 exempted the said surplus vacant land Under Section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and/or Construction of Tenements thereon in accordance with the Special Dispensation issued by the Government Resolution, Housing and Special Assistance Department Mantralaya, Mumbai in Resolution No. CSC-ULC-

	1091/5(3977)/D-III Dated 15-1-1992 upon the several terms and conditions contained therein. The aforesaid land comprising Kh. No. 8/5 of Mouza – BELTARODI is converted for Non-Agricultural Use by the Collector, Nagpur vide his Order Dated 8-8-2006 passed in Revenue Case No. 538/NAP-34/2005-2006. The said Shri. Vijay S/o Govindrao Kashikar breathed his last on 20.05.2015 and consequent upon his death/demise the said Kh. No. 8/5 of Mouza – Beltarodi devolved upon his widow Smt. Jaymala Vijay Kashikar, only daughter Mrs. Pratiksha W/o Rishikesh Mayee, and only son Shri. Saish by way of intestate succession, being the only legal heirs of the deceased. The out of the aforesaid legal heirs Shri. Saish Vijay Kashikar relinquished all his rights, title and interests in the said property in favour of Smt. Jaymala Vijay Kashikar by a Deed of Release/Relinquishment dated 26/12/2020, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 10009 on even date. The aforesaid Smt. Jaymala Vijay Kashikar and other lateron transferred the aforesaid property in favour of M/s. Ozen Developers, the Vendor/Promoter named hereinabove, by a Sale Deed Dated _____, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. _____ on even date. As a result therefore the said M/s. Ozen Developers, the Vendor/Promoter named hereinabove has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records.
	N.A. permission :
	The aforesaid land of Khasra / Gat No. 8/5 is converted for Non Agricultural (Residential) Use passed by the Collector, Nagpur vide its Order Dated _____ passed in Revenue Case No. _____;
	Lay-out Sanction :
	For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority, Nagpur on _____ upon several terms and conditions contained therein; In terms of the said Agreement, the Executive Engineer Nagpur Metropolitan Region Development Authority Nagpur has recommended and approved the layout Plan of said land vide its Letter No. _____ Dated _____;
(2)	**Real Estate Project Name:**
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as "_____" (Hereinafter referred to as the **"Project"**)
	Address :

	Khasra / Survey No. 8/5 of MOUZA – BELTARODI Patwari Saza No. 38, Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – 440034
	Architect : The Vendor/Promoter has appointed Architect Shri. _____ , having its office at _____, Nagpur.
	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Nagpur Metropolitan Region Development Authority, Nagpur has approved FSI of _____ to the said Plot.
	Amenity Space / Public Utility Plot :
	Open Space of _____ Sq.Mtrs.; is provided in the said Lay-out.
(3)	**Compliance of Real Estate (Regulation & Development) Act, 2016 :**
	The Real Estate (Regulation & Development) Act, 2016 has come into force since - 01-05-2017. "_____" is duly register with the said Authority vide Registration No. _____.
	Phasing of the Project :
	This Project is to be developed in a Single Phase.
	Inspection of all documents by Allottee/Purchaser :
	On demand from the Allottee/Purchaser, the Vendor/Promoter has given inspection to the Allottee/Purchaser of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.
	Disclosure regarding litigation :
	The Vendor/Promoter hereby declares that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding reservation in said land :
	The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from local authority, Internal Roads _____ Sq. Mtrs.; Open Space _____ Sq. Mtrs. are to be handed over to the local authority. Apart from this, the Vendor/Promoter declares that there is no reservation or acquisition on any part of the said land.
	Disclosure regarding legal entity for Plot Owners :
	The Vendor/Promoter hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (Association / co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project.
(4)	**Interest shown by the Allottee/Purchaser :**
	Allottee/Purchaser was in search of residential Plot in vicinity of Village – Beltarodi and that is when she/he came to know through Real Estate Agent _____ having Maha RERA Certificate No. _____

	about the said project of the Vendor/Promoter. The Vendor/Promoter have disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed her/his readiness and willingness to purchase the **Plot No.** _____ out of the project known as "_____" which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned Lay-out plan annexed herewith as **"Annexure C".**
(5)	**Offer and acceptance :**
	In accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendor/Promoter hereby agrees to sell and the Allottee/Purchasers hereby agrees to purchase the said Plot.
	Willingness to enter into Agreement :
	The Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
	Registration of Agreement :
	As per Section 13 of the Real Estate Regulation Act, the Vendor/Promoter is required to execute a written agreement with the Allottee/Purchaser for the sale in respect of the said Plot and therefore, Vendor/Promoter and the Allottee/Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office as and when called upon by the Purchaser.
	Entire Agreement :
	This Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said Plot.
	NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-
I	**Obligation of the Vendor/Promoter :**
	(1) Said Plot :
	As per the interest shown by the Allottee/Purchaser in above mentioned clause, the Vendor/Promoter has agreed to sell the Plot more particularly described in **Schedule B** subject to the consideration amount and payment schedule as detailed herein under.
	(2) Development Works :
	The Vendor/Promoter hereby assures to provide the Development Works in the Project more particularly described in **Schedule C.**
	(3) Adherence to Sanctioned Plan & other permissions :
	The Vendor/Promoter hereby assures that the Project will be developed and