

AGREEMENT TO SELL

FOR Rs. _____ /- ONLY
(RUPEES _____ ONLY)
(GOVT. MARKET VALUE Rs. _____ /- ONLY)

[Valuation of Stamp Duty @ Rs. 10,140/- per Sq. Mtrs., (Land Rate) of Mouza – Shankarpur, appearing as Division No. 24.2.2 at Page No. 1275 of Govt. Stamp Duty Ready Reckoner, 2022-23]

THIS **AGREEMENT TO SELL** is made at **NAGPUR** on this _____ **DAY** of _____, **2023, BETWEEN**

(1) SHRI. VILAS S/o. NILKANTHRAO PATIL,

Aged about 62 years, Occupation – Business,

PAN : AGRPP0588P

AADHAR : 4301 3177 5696

MOB No. 9823082846

Resident of Shriniketan Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

(2) SHRI. RAJENDRA S/o. KISHAN WANKHEDE,

Aged about 60 years, Occupation – Business,

PAN : AAFPW0563M

AADHAR : 2662 5290 1893

MOB No. 9823082845

Resident of Rajas Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

(3) MRS. MANGALA W/o. VILAS PATIL,

Aged about 58 years, Occupation – Business,

PAN : AHAPP5287D

AADHAR : 5149 3122 2614

MOB No. 9923889843

Resident of Shriniketan Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

(4) MRS. SAROJ W/o. RAJENDRA WANKHEDE,

Aged about 53 years, Occupation – Business,

PAN : AAMPW8594K

AADHAR : 9260 2945 5172

MOB No. 9168834348

Resident of Rajas Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

(5) SHRI. PRITESH S/o. VILAS PATIL,

Aged about 38 years, Occupation – Business,

PAN : ALJPP7158C

AADHAR : 6127 9039 0370

MOB No. 9823014746

Resident of Shriniketan Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

Hereinafter ALL JOINTLY called as the “**OWNERS / DEVELOPERS /PROMOTER**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**OWNERS / DEVELOPERS /PROMOTER**” as well as their respective heirs, legal representatives, executors, administrators, business assignes, trustees, transferees etc., of the **FIRST PART**.

AND

SHRI / SMT. _____

[P. A. No. _____]

[AADHAR : _____]

[MOBILE No. _____]

Aged bout _____ years, Occupation – _____,

Resident of _____,

hereinafter called the “**PURCHASER / ALLOTTEE/S**” which expression shall unless repugnant to the context or meaning thereof, mean and include the said “**PURCHASER / ALLOTTEE/S**” as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS :

A] DESCRIPTION OF THE LAND & PROPERTY :-

(1) **THAT** the above named “**Owners / Developers / Promoter**” are the absolute Owners and in possession with all transferable rights therein of the Non-Agricultural land property Comprising **ALL THAT** piece and parcel of land bearing **Survey No. 61/R/1 to R/5**, total area admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur, Patwari Halka No. 42**, held in **Bhogwatdar Class – 1 Rights**, within the limits of Grampanchayat Vela (Harichand), Tahsil – Nagpur (Rural) and District **NAGPUR** which is more particularly described in **Schedule – “A”** hereunder written. (Herein afterwards referred as the “**Project Land**” for sake of brevity and convenience).

- (i) **ALL THAT** piece and parcel of land bearing **Survey No. 61/R/1 to R/5**, total area admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur, Patwari Halka No. 42**, held in **Bhogwatdar Class – 1 Rights**, within the limits of Grampanchayat Vela (Harichand), Tahsil – Nagpur (Rural) and District **NAGPUR** belongs to **Owners/Promoters/Developers** having acquired the same by them by registered Sale Deed Dated 20/10/2010 which is duly registered at the Office of the Sub-Registrar, Nagpur – 7 at Serial No. 6744/2010.
- (ii) **ALL THAT** piece and Parcel of Agricultural Land bearing Khasra No. 61/1 & 61/2 of MOUZA – SHANKARPUR, having a total area of 20000 Sq. Meters, (about 2.02 Hectors OR 5.00 Acres) held in Bhogwatdar Class – 1 Rights, situated within the limits of Grampanchayat Vela (Harichand), P.H No. 42, in Tahsil – NAGPUR (RURAL), and District – NAGPUR, originally belongs to 1) Shri. Ishwar S/o. Namdevrao Mandve, 2) Smt. Panchashila W/o. Sudhakar Bendale, 3) Smt. Pramila W/o. Jagdish Borkar, 4) Ku. Smita D/o. Ishwar Mandve, and 5) Ku. Ankita D/o. Ishwar Mandve,
- (iii) **THAT** the aforesaid Shri. Ishwar Namdeo Mandwe and others holds the aforesaid vacant land, which is in excess of ceiling limit in the Nagpur Urban Agglomeration, The said owner Shri. Ishwar Namdeo Mandwe and others, though their Power of Attorney Holders Shri. Mohan S/O. Dayaram Chouthani, Resident of Khamla, Nagpur, lateron filed a return Under Section 6(2) of the Urban Land (Ceiling & Regulation) Act, 1976 for the aforesaid land bearing Survey No. 61 / 1 & 61 / 2 of Mouza – Shankarpur, Tahsil – Nagpur (Rural) District Nagpur, having total area admeasuring 20000 Sq. Mtrs., on dated 01.11.2004, the returns filed by the Original Landowners registered as U.L.C. Case No. 293 / 2004, after scrutiny of the returns filed by the Original Landowners, the Competent Authority U.L.C. Nagpur vide its Order Under Section 8(4) passed on dated 10.11.2004 have allowed 7500 Sq. Meters retainable land i.e. 5 retainable shares Namely:- Shri. Ishwar S/o. Namdevrao Mandve, 2) Smt. Panchashila W/o. Sudhakar Bendale, 3) Smt. Pramila W/o. Jagdish Borkar, 4) Ku. Smita D/o. Ishwar Mandve, and 5) Ku. Ankita D/o. Ishwar Mandve and an area admeasuring 12500.00 Sq. Mtrs., was declared as Surplus Vacant Land, and directed the Original Landowners to file a Scheme on the Surplus Vacant Land Under Section 20(1)(a) of the Urban Land (Ceiling & Regulation) Act, 1976, on the patter of Talegaon – Dabhade Scheme within a period of 60 days from the date of passing of the Order Under Section 8(4).
- (iv) **THAT** the Original Landowners accordingly submitted a scheme Under Section 20(1)(a) of the Urban Land (Ceiling & Regulation) Act, 1976, on the surplus vacant land on dated 23.11.2004, for providing plots and / or construction of tenements and considering the same Additional Collector

and Competent Authority U.L.C. Nagpur by his ORDER passed in Case No. ATP / U.L.C. / TD (461) / 2004 / 1458 Dated 115.12.2004 and granted exemption to the aforesaid Original Landowners.

- (v) **THAT** in pursuance of the exemption order the Original Landowners permitted to transfer the Plots / and / or construction of tenements under the said scheme submitted on Surplus and Retainable land to any group of Purchaser intending to propose a Co-operative Housing Society and or to any developer promoter, builder.
- (vi) **THAT** the Original Landowners in order to complete the various legal formalities registered and executed the General Power of Attorney in favour of Shri. Mohan S/o. Dayaram Chouthani, Resident of Khamla, Nagpur and the said General Power of Attorney is also duly registered in the office of Joint Sub-Registrar Nagpur No. 1 Registered at Serial No. 7098 / 2004 on Dated 01.12.2004, the Landowners further registered and executed the General Power Of Attorney in favour of Shri. Raju S/o. Laxmikant Itkelwar, Aged about 34 years, Occupation – Business, Resident of Ganeli Wada, Juni Mangalwari, Nagpur, and the said General Power of Attorney is also duly registered in the office of Joint Sub-Registrar Nagpur No. 1 Registered at Serial No. 7098 / 2004 on Dated 01.12.2004.
- (vii) **THAT** Original Landowners hereinabove named later on through their Power of Attorney holder Shri. Mohan S/o. Dayaram Chouthani, applied for conversion of the said land admeasuring 20,000 Sq. Mtrs., for Non Agricultural Use and considering their application the Hon'ble Collector, Nagpur vide order Dated 18.10.2005 passed in Revenue Case No. 160 / NAP – 34 / 2005 -2006 converted the said 20000 Sq. Meters of land for Non Agricultural Use.
- (vii) **THAT** the Original Landowners through the said Power of Attorney Holder accordingly carve a Layout on the said 20000 Sq. Meters, of the land and the same has been duly approved and sanctioned by the Assistant Director, Town Planning, Nagpur.
- (viii) **THAT** the Original Landowners and the said Power of Attorney Holder during the course of time have jointly decided to disposes off the various plots and also the Retainable land situated in the aforesaid layout to the interested purchaser.
- (ix) **THAT** (1) "Devyani Gruhanirman Sahakari Sanstha Maryadit, Shankarpur, Tahsil And District Nagpur", *Registration No. NGP / ARN / HSG / TC / 834 / 2005, Dated 20.12.2005*, (2) "Damini Gruhanirman Sahakari Sanstha Maryadit, Shankarpur, Tahsil And District Nagpur", *Registration No. NGP / ARN / HSG / TC / 833 / 2005, Dated 17.12.2005* (3) "Yogini Gruhanirman Sahakari Sanstha Maryadit, Shankarpur, Tahsil And District Nagpur", *Registration No. NGP / ARN / HSG / TC / 836 / 2005, Dated 09.01.2006* (4)

“Mohini Gruhanirman Sahakari Sanstha Maryadit, Shankarpur, Tahsil And District Nagpur”, *Registration No. NGP / ARN / HSG / TC / 837 / 2005, Dated 09.01.2006* lateron purchased the aforesaid entire Piece and parcel of land bearing Retainable Plot No. R – 1 to R - 5, Total Admeasuring 7,502.00 Sq. Meters (OR 80751.52 Sq. Fts.) forming a portion of entire land bearing SURVEY NO. 61 / 1 of MOUZA – SHANKARPUR, held in Bhogwatdar Class – 1 Rights, situated within the limits of Grampanchayat Vela (Hari), P. H No. 42, in TAHSIL – NAGPUR (RURAL), and District NAGPUR from the aforesaid original landowners by virtue of Registered Sale Deed dated 16.01.2006, which is duly registered at Serial No. 273/2006, in the office of Sub-registrar Nagpur (Rural).

- (x) **THAT** the registration of the aforesaid societies namely “Devyani”, “Damini”, “Yogini”, & “Mohini” subsequently disband by the Assistant Registrar, Co-operative Societies, Nagpur and accordingly the officer bearers of the aforesaid “Devyani”, “Damini”, “Yogini”, & “Mohini” namely Shri. Bharat Ramkrushna Patil and Fifty Four others jointly transferred the aforesaid property comprising Retainable Plot No. R – 1 to R - 5, Total Admeasuring 7,502.00 Sq. Meters (OR 80751.52 Sq. Fts.) forming a portion of entire land bearing SURVEY No. 61/1 of Mouza – Shankarpur to (1) Shri. Vilas S/o. Nilkanthrao Patil, (2) Shri. Rajendra S/o. Kishan Wankhede, (3) Mrs. Mangala W/o. Vilas Patil, (4) Mrs. Saroj W/o. Rajendra Wankhede, & (5) Shri. Pritesh S/o. Vilas Patil, by registered Sale Deed Dated 20/10/2010 which is duly registered at the Office of the Sub-Registrar, Nagpur – 7 at Serial No. 6744/2010.
- (xi) **THAT** in pursuance of the said registered Sale Deed Dated 20/10/2010, the **Owners/Promoters/Developers (1) Shri. Vilas S/o. Nilkanthrao Patil, (2) Shri. Rajendra S/o. Kishan Wankhede, (3) Mrs. Mangala W/o. Vilas Patil, (4) Mrs. Saroj W/o. Rajendra Wankhede, & (5) Shri. Pritesh S/o. Vilas Patil,** became the absolute legal Owners of the property comprising **Survey No. 61/R/1/R/5, area admeasuring 0.75 Hectares [OR 7500.00 Sq. Mtrs.] of Mouza – Shankarpur,** with all heritable and transferable rights and the name of the Owners also mutated in 7/12 Revenue Record vide mutation / Ferfar Entry No. 1081 Dated 26/09/2011. (Hereinafter referred ‘said property’)
- (xii) **THAT** the **Owners/Promoters/Developers** is in vacant and peaceful possession of the said property without any claim, dispute, defect in title or hindrance from any person and the **Owners/Promoters/Developers** have transferable rights therein; **AND**
- (xiii) **THAT** the **Owners/Promoters/Developers** lateron decided to develop the said entire land bearing **Survey No. 61/R/1/R/5, area admeasuring 0.75 Hectares [OR 7500.00 Sq. Mtrs.] of Mouza – Shankarpur,** in Tahsil –

Nagpur (Rural) District Nagpur into a Residential Estate by carving out various Residential Plots of different sizes therein; **AND**

- (xiv) **THAT** the land bearing **Survey No. 61/R/1/R/5**, area admeasuring **0.75 Hectares [OR 7500.00 Sq. Mtrs.]** of **Mouza – Shankarpur**, in Tahsil – Nagpur (Rural) District Nagpur comes within the jurisdiction of **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** and the **Owners/Promoters/Developers** accordingly submitted the said entire land along with entire papers with Layout plan for its sanction to the said Authority by an Application Dated 12/11/2021.
- (xv) **THAT** the **Executive Engineer**, of the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** accordingly granted necessary permission for use of the aforesaid **Survey No. 61/R/1 to R/5**, total area Admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur**, for “**RESIDENTIAL**” use vide its **Letter No. 6842 Dated 07/04/20122**.
- (xvi) **THAT** the **Tahsildar Nagpur (Rural)** by his **Order Dated 05/12/2022** passed in **Revenue Case No. 22/N.A.P.-34/2022-2013** converted the said land bearing **Survey No. 61/R/1 to R/5**, total area Admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur**, for “**Non-Agricultural Use**”.
- (xvii) **THAT** the **Executive Engineer**, of the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** accordingly sanctioned the **Layout Plan** of the said entire land on the various terms and conditions contended in the **Development Agreement Dated 05/01/2023**.
- (xviii) **THAT** the **Executive Engineer**, of the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** vide its **Order No. E.E./NMRDA/DPC/AGREE/ 827 Dated 05/01/2023** sanction **Residential Layout Plan** of the land bearing **Survey No. 61/R/1 to R/5**, total area Admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur**. As per the said Sanctioned demarked Layout Plan there are total **38 Plots** of different size and dimension.
- (xix) **THAT**, the **Owners/Promoters/Developers** have exclusive rights to sell the Plots of the said Sanctioned Layout known and styled as “**VIRAJ ONE**” in accordance with the Layout Plan that has been sanctioned by the **Nagpur Metropolitan Region Development Authority (NMRDA)** and to enter into **Agreement/s – Sale Deed/s – Conveyance Deed/s** with the prospective **Purchasers/s** of the Plots and to receive the entire sales consideration in respect thereof; **AND**

(xx) THAT, the **Owners/Promoters/Developers** has registered the project known and styled as “**VIRAJ ONE**” under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016** (Hereinafter referred as the said “**Act**”) with the **Maharashtra Real Estate Regulatory Authority** at **Mumbai** had holds **MahaRERA Registration No.** _____ and the copy of the same has been Annexed hereto; **AND**

B] TITLE CERTIFICATE:

The title of the **Owners/Promoters/Developers** is duly verified through their **Advocate R. B. Irkhede** and has certified that the title of the present **Owners/Promoters/Developers** 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 circumstance, the **Owners/Promoters/Developers** have 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 **Owners/Promoters/Developers** has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the same is attached hereto as Annexure - **Annexure-“B”**.

D] PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying herself/himself as regards the title of the **Owners/Promoters/Developers** 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.** _____ admeasuring about _____ **Sq. Mtrs.**, as specified in **Schedule A** written hereinafter [hereinafter referred to for the sake of convenience and brevity as “**said Plot**”] The Purchaser/s has have agreed to acquired Plot No. _____ admeasuring about _____ Sq. Mtrs., / Hectare 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 A hereunder written and marked in Red on the Plan Schedule "B"

E] INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:

The Purchaser/s has/have demanded from the **Owner/Promoters/Developers** 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 **Owners/Promoters/Developers** 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 as 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 **Owners/Promoters/Developers** to the Purchaser, as an advance payment, the payment and receipt of which advance amount the **Owners/Promoters/Developers** hereby admit and acknowledge. The Purchaser has agreed to pay to the **Owners/Promoters/Developers**, 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 THIS PRESENTS WITNESSETH & IT IS HEREBY AGREED, RECORDED BY & BETWEEN THE PARTIES HERETO AS UNDER:

1] PURCHASE AND SALE OF THE PLOT:-

1.1 The Purchaser/s has / have agreed to acquire and **Owners/Promoters/Developers** 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.

1.2 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 specification, which are set out in the Annexure / Schedule "C" hereunder written.

2] CONSIDERATION:-

2.1] LUMP SUM CONSIDERATION AND EXCLUSIONS :

As mentioned above, the **Owners/Promoters/Developers** herein agreed to sell to the Purchaser/s and the Purchaser has/have agreed to purchase from the **Owners/Promoters/Developers** the said open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of Rs. _____ (Rupees _____) Only and the Purchaser shall make the payment of the same in the same in the name of "**VIRAJ ONE**" or such other name as may be specified from time to time by the **Owners/Promoters/Developers** 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.

2.2] 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 entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open plot within 15 (Fifteen Days) two months {(u/s 19(10))} of the Owner/Developer/Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.3] DELAY IN HANDING OVER POSSESSION BY OWNER / DEVELOPER / PROMOTER / CONSENTING PARTY:

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_____ hereinabove 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/s to refund 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.

3] MAINTENANCE OF THE PLOT/LAYOUT:-

Commencing the week after Notice in writing is given by the **Owners/Promoters/Developers** to the Purchaser/s that said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the **Owners/Promoters/Developers**, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the **Owners/Promoters/Developers** changes for common service if any.

4] FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchaser from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall from a Co-operative Housing Society, Association governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body ass may be deemed fit by the Owners/Promoters/a and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

5] 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/Plots 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/Developer/Promoter of all the plots on the said Land, then in such case the Owner/Developer/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/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fee, or any other extra payment.

7] REPRESENTATIONS AND WARRANTIES OF THE OWNERS / DEVELOPER PROMOTERS:-

The **Owners/Promoters/Developers**, hereby represent and warrants to the Allottee/Purchaser/s as follows: -

- (a) The Owners/Promoters has clear and marketable title with respect to the project land/plot titled “**Viraj One**” as declared in the title report annexed 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 Non-Agricultural permission from the Competent Authority.
- (b) The Owners/Promoters has lawful rights and requisite approvals from the competent authority i.e. Nagpur Metropolitan Region Development Authority, to carry out development of the Project and 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. (Not Applicable)
- (d) There are no litigations pending before any Court of law within respect of the project land and/or the Plot agreed to be purchased by the Purchaser/s, except disclosed in title report.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to project land and/or the Plot agreed to be purchased by the Purchaser/s 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 of the project land and/or Plot agreed to be purchased by the Purchaser/s shall be obtained by following the due process of law and the Owners/Promoters has been and shall at all times, remain to be in

compliance with all applicable law in relation to the project, project land, Plot agreed to be purchased by the Purchaser/s and common areas.

(f) The Owners/Promoters has right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(g) The Owners/Promoters has not entered into any agreement for Sale and/or development agreement or any other agreement/ arrangement with any person or party with respect Plot agreed to be purchased by the Purchaser/s, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

(h) The Owners/Promoters confirms that it has not been restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement.

(i) The Owners/Promoters had duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, payable in respect of Plot agreed to be purchased by the Purchaser/s till handing over the possession thereof;

(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) has been received or served upon the Owners/Promoters in respect of project land and/or Plot agreed to be purchased by the Purchaser/s, except disclosed in title & search report;

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

(l) The 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/Developer/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/Developer/Promoter or Consenting Party 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 annexures, constitutes the entire Agreement between the Parties with respect to the Subject matter hereof

and supersedes any and all understanding, 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] FURTHER 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

Shri / Smt. _____

(Allottee's Address) _____

Notified Email ID : _____

Promoter Name :-

Shri. Vilas S/o. Nilkanthrao Patil

R/o. Shriniketan Banglow, Plot No. 53, Ram Nagar, Gangapur road, Nashik

Notified Email ID : vilas9217@gmail.com

It shall be duly of the Allottee and the Promoters 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 Rear Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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 Nagpur courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

14] ADOPTION OF RERA MODEL AGREEMENT :

We hereby confirm that the above agreement to sell is as per the model draft agreement for plotting as suggested by Maharera and there is no deviation in respect of model agreement and the above agreement.

(SCHEDULE – “A”)

FIRST SCHEDULE REFERRED TO ABOVE

(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT piece and parcel of land bearing **Survey No. 61/R/1 to R/5**, total area admeasuring **0.75 Hectares / 7,500.00 Sq. Mtrs.**, of **Mouza – Shankarpur, Patwari Halka No. 42**, held in **Bhogwatdar Class – 1 Rights**, within the limits of Grampanchayat Vela (Harichand), Tahsil – Nagpur (Rural) and District **NAGPUR** and bounded as under: -

ON THE EAST	: -	By Land of Khasra No. 60.
ON THE WEST	:-	By Land of Khasra No. 61/1(Part)
ON THE NORTH	:-	By Land of Khasra No. 62.
ON THE SOUTH	:-	By Land of Khasra No. 61/2.

(SCHEDULE – “B”)

SECOND SCHEDULE REFERRED TO ABOVE

(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **PLOT No. _____**, containing by admeasuring **_____ Sq. Mtrs.**, [OR **_____ Sq. Ft.**] forming a portion of entire land bearing **Survey No. 61/R/1 to R/5**, of **., of Mouza – Shankarpur, Patwari Halka No. 42**, in the sanctioned layout known and style as **“VIRAJ ONE”** situated within the limits of Grampanchayat Vela (Harichand), **Tahsil – Nagpur (Rural)** and **District NAGPUR** and 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) BM + SDBC Tar Road
- 2) Sewage 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) Common lay-out fencing with barbet wire & Cement Concrete Poll
- 10) Grey Water Line

(SCHEDULE – “D”)
(PAYMENT SCHEDULE)

Rs. (Rupees) paid by the Purchaser to the **Owners/Promoters/Developers** by **Cheque No., Dated .../.../2023, Drawn On, Branch-**, the receipt whereof is hereby acknowledged by the **Owners/Promoters/Developers**.

Rs. (Rupees) paid by the Purchaser to the **Owners/Promoters/Developers** by **Cheque No., Dated .../.../2023, Drawn On, Branch-**, the receipt whereof is hereby acknowledged by the **Owners/Promoters/Developers**.

Rs. (Rupees) agreed to be paid by the Purchaser to the **Owners/Promoters/Developers** on or before.

Rs./- (RUPEES) Only.
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IN WITNESS WHEREOF THE OWNERS/PROMOTERS/DEVELOPERS and the PURCHASER / ALLOTTEE hereinabove named have here to set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

(1) SHRI. VILAS S/o. NILKANTHRAO PATIL,

(2) SHRI. RAJENDRA S/o. KISHAN WANKHEDE,

(3) MRS. MANGALA W/o. VILAS PATIL,

(4) MRS. SAROJ W/o. RAJENDRA WANKHEDE,

(5) SHRI. PRITESH S/o. VILAS PATIL,
OWNERS/PROMOTERS/DEVELOPERS

(SHRI / SMT. _____)
PURCHASER / ALLOTTEE

WITNESSES :-

1) _____

2) _____

LIST OF ANNEXES

Annexure "A"	:	Title Certificate.
Annexure "B"	:	7/12 Extract.
Annexure "C"	:	Approved Layout Plan.
Annexure "D"	:	Authenticate Copy of sanction Letter Dated 05/01/2023 .
Annexure "E"	:	Authenticate Copy of NA Letter (Sanad) Dated 05/12/2022.

- Annexure "F" : List of common area and amenities to be provided under these presents.**
- Annexure "F" : Registration Certificate of the Project granted by the Real Estate Regulatory Authority.**

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