M/S PRAMOD B THAKRE

FLAT NO.201,BHAGYALAXMI APPT,RAHATE COLONY SQ,NAGPUR.440010

Date: -

To,

MR……,

…….

Allotment Letter

This is to Confirm that **……** Resident of ……, has been allotted the **Plot No ……..** in our scheme named as" ANANDAM 2" Situated Kh. Survey No. 232/1/2, admeasuring about 8100.00 Sq. Mtrs., with Occupant Class I Bhumiswami rights, situated at MAUZA : JAMTHA , P. H. No. 42, Tahsil : NAGPUR (RURAL), District : NAGPUR

Whose Plot Area is ……. **Sq. Meters.**

Authorized Signatory

AGREEMENT TO SELL FOR RS. /- ONLY

(RUPEES ONLY)

THIS AGREEMENT TO SELL is made on this 09 Day of September, 2019 BETWEEN

SHRI. PRAMOD BHAGWANTRAO THAKRE (PAN AKTPT6384K), aged 63 Years, Occupation –Business, Resident of d-7, Vandana Apartments, Canal Road, Ramdaspeth, NAGPUR-440010. **AADHAR No. 276992011120** hereinafter referred to as **VENDOR** which expression shall, unless repugnant to the context or meaning thereof, includes his /her / their heirs, executors, legal representatives, administrators, agents, assigns of the FIRST PART

AND

SHRI. ..... (PAN No – .....), Aged about ..... years, Resident ..... **AADHAR No. .....**hereinafter called the **PURCHASER/S,** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER/S**, as well as their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 232 (New) and 127/3 (Old) having an area of 3.08 Hectare, Rental Rs. 11.37 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Jamtha in Tahsil : Nagpur- Rural and District : Nagpur, Originally belonged to Shri. Natthu Raghoba Hinge having purchased by him through Auction confirmed by the Sub Divisional Officer, Nagpur vide order dated 16-06-1964 in Case No. 435/A-63/62-63 and accordingly the Patwari of the village corrected the Revenue records and recorded the name of the auction purchaser i.e Shri. Natthu Raghoba Hinge; AND

WHEREAS, the said Shri. Natthu Raghoba Hinge expired on 8-06-1965 leaving behind his wife Smt. Sayatrabai wd/o Natthu Hinge and sons (i) Shri. Chanrakant Natthu Hinge and (ii) Shri. Baba Natthu Hinge as his legal heirs and successors as such their names came to be recorded in the relevant revenue records; AND

WHEREAS, in the due course of time Shri. Baba Natthu Hinge left for his heavenly abode on 12-06-2011 leaving behind his wife (i) Smt. Baby Wd/o Babarao Hinge sons (ii) Shri. Pramod Babarao Hinge (iii) Shri. Omprakash Babarao Hinge and daughters (iv) Ku. Deepali Babarao Hinge (after marriage Mrs. Deepali Narendra Gajera) (v) Mrs. Vaishali Mangesh Giripunje and (vi) Mrs. Rupali Ravi Agale as his only legal heirs and successors and their names are also accordingly mutated in the relevant revenue records; AND

WHEREAS, the said (i) Smt. Baby Wd/o Babarao Hinge sons (ii) Shri. Pramod Babarao Hinge (iii) Shri. Omprakash Babarao Hinge and daughters (iv) Ku. Deepali Babarao Hinge (after marriage Mrs. Deepali Narendra Gajera) (v) Mrs. Vaishali

Mangesh Giripunje and (vi) Mrs. Rupali Ravi Agale have thus become the owner of land admeasuring 1.50 H.R; AND

WHEREAS, in the due course of time the said (i) Ku. Deepali Babarao Hinge (after marriage Mrs. Deepali Narendra Gajera) (ii) Mrs. Vaishali Mangesh Giripunje and (iii) Mrs. Rupali Ravi Agale have relinquished their Undivided share, interest and entitlements in the said Agriculture Land bearing Khasra No. 232/1 admeasuring 1.50 H.R in favour of (i) Smt. Baby Wd/o Babarao Hinge sons (ii) Shri. Pramod Babarao Hinge (iii) Shri. Omprakash Babarao Hinge by way of a Deed of Relinquishment dated 2-09-2014 which is duly registered at Serial No.1282-2014 before the Sub Registrar 7, Nagpur Gramin; AND

WHEREAS, the said (i) Smt. Baby W/o Babarao Hinge sons (ii) Shri. Pramod Babarao Hinge (iii) Shri. Omprakash Babarao Hinge have thus become the absolute and exclusive owners of Agriculture Land bearing Khasra No. 232/1 admeasuring 1.50 H.R of Mouza Jamtha and their names are also mutated in the relevant revenue records; AND

WHEREAS, the aforesaid (1) Smt. Baby Babarao Hinge (2) Shri. Pramod Babarao Hinge AND (3) Shri. Ompraksh Babarao Hinge later on sold ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 232/1 having an area of 0.81 Hectare out of the total 1.50 Hectare, Rental Rs. 8.37 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Jamtha in Tahsil : Nagpur- Rural and District : Nagpur to **Shri. Pramod Bhagwantrao Thakre**, the **Vendor** herein above named by way of a Sale Deed dated 3-12-2018 which is duly registered in the Office of the Sub Registrar-7, Nagpur Rural at Sr. No. 10625 /2018 on even date; AND

WHEREAS, the said 1) Smt. Baby Babarao Hinge (2) Shri. Pramod Babarao Hinge AND (3) Shri. Ompraksh Babarao Hinge executed a Deed of Correction in favour of the Vendor which is duly registered on 4-07-2019 in the Office of the Sub Registrar-7, Nagpur Rural at Sr. No. 6243/2019 on even date; AND

WHEREAS, after the execution of the aforesaid Sale Deed, the Khasra/Survey No. 232/1 has been re-numbered as Khasra No. 232/1/2 having an area of 0.81 H.R and the 7/12 Extract is also duly mutated in the name of the Vendor; AND

WHEREAS, the aforesaid Vendor has thus become the exclusive, absolute and full owner of ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 232/1/2 having an area of 0.81 Hectare, Rental Rs. 2.99 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Jamtha in Tahsil : Nagpur- Rural and District : Nagpur with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records and also separate 7/12 Extract; AND

WHEREAS, the aforesaid Vendor later on decided to develop the said Piece of land bearing Survey/Khasra **No. 232/1/2** having an area of 0.81 Hectare (OR 8100 Sq. Mtrs) into a Residential Layout by carving out various Plots of different sizes therein. And accordingly it has prepared the Layout Plan of the said

Survey/Khasra No. 232/1/2 by carving out various Plots of different sizes therein and the said layout is also sanctioned and approved by Metropolitan Commissioner AND

WHEREAS the Vendor have appointed the following persons for completion of the said Layout Project successfully and within the time frame work as per Rera Act;

Architect : Arch.Umesh lamghe

C.A. : C.A Manish Ojha.

WHEREAS the Vendor hereby assures the Purchaser that it shall get the aforesaid entire project registered with Real Estate Regulatory Authority (i.e. RERA) within the stipulated period and shall always indemnify the Purchaser; AND

WHEREAS the Vendor have supplied all the relevant documents/papers/certified copies in respect of the aforesaid project land and project to the Purchaser and she/he has examined the same and has fully satisfied with these documents; AND

WHEREAS the Purchaser herein above named has satisfied herself/himself in respect of the Vendor' title to the said property as good, valid and marketable. The Purchasers has also seen and approved the Layout Plan of the said proposed Layout; AND

WHEREAS the Purchaser being desirous of owning an Open Plot for her/his Commercial/Residential use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase **Plot No. .....** and after detailed negotiations the Purchaser has also agreed to pay, provide and contribute the entire cost of the said Plot of land to the Vendor hereinabove named; AND

WHEREAS the Purchaser hereinabove named has also applied to the Vendor and thereby requested them to allot her/him aforesaid Plot to her/him for her/his Commercial/Residential use; AND

WHEREAS considering the request of the Purchaser and after detailed negotiations the Vendor have now jointly agreed to sell the aforesaid property comprising **Plot No. .....** out of their aforesaid sanctioned layout to the Purchaser for a total consideration of **Rs. ..... (Rupees ..... Only)** upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the aforesaid entire project is consists of **29 (Twenty Nine)** Commercial/Residential Plots, Internal Road, Common Land to be carved out by the Vendor on the said Project Land in accordance with the plans and specification approved and sanctioned by the Competent Authority empowered in this behalf.

(2) THAT the VENDOR have jointly agreed to SELL and the PURCHASER has agreed to BUY ALL THAT Piece and Parcel of land bearing **PLOT No. .....** out of the sanctioned layout known and styled as **"Anandam 2"**, containing by admeasurements **..... Sq. Mtrs. (i.e. .....Sq. Ft.)** being a portion of the

entire land bearing Khasra Nos. 232/1/2 of **Mouza – JAMTHA** Patwari Halka No. 42, including all other easementary rights appurtenant and belonging thereto, situated at Village – Jamtha, in Tahsil – Nagpur- Rural and District – NAGPUR

(3) THAT the total aggregate consideration for the said Plot of land is hereby agreed at **Rs. ..... (Rupees .....Only)**, which the Purchaser has specifically agreed to pay to the Vendor in the following manner :-

MANNER OF PAYMENT

Amount Rs.	**Ch. No.**	**Date**	**Bank**
Rs. ……	…….		
Rs. …….	…….		
RS.....	**Total**		**Rupees ..... Only**

(4) THAT the Vendor assure the Purchaser that the property hereby agreed to be sold is their self acquired property belonging to them alone, having purchased the same by them jointly exclusively from and out of their own earnings and savings and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Grampanchayat Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendor only upto the date of Registration of the Sale Deed.

(6) THAT the Vendor shall answer all the reasonable requisitions on the title to be made by the Purchaser and shall establish good, valid and marketable title to the property hereby agreed to be sold.

(7) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this Agreement/Contract, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(8) THAT the Vendor shall obtain all the necessary R/l ,Papers/Documents/No Objection Certificates required for completion of the said proposed transaction of sale in all respects from various Government Departments/Offices/Local Authorities exclusively from and out of their own costs and expenses and shall deliver the same to the Purchaser immediately on its receipt and/or produced the same at the time of Registration of the sale Deed.

(9) THAT the Purchaser shall become the Member/Nominal Member of the Society formed under RERA Act by the Members of the aforesaid Layout and the Vendor shall extend all the necessary and reasonable co-operation in this behalf to the Purchaser.

(10) THAT the Vendor shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser or her/his nominee(s) in vacant condition either on receipt of the entire agreed sale consideration or at the time of Registration of the Sale Deed, whichever is earlier. It is obligatory on the part of the Purchaser to take possession of the said Plot of land from the Vendor within a period of 15 (Fifteen) days from the receipt of letter from the Vendor.

(11) THAT the sale will be completed within a period of 1 (One) Months from the date of R/L (Release Letter Of Plot) hereof, by the Vendor executing a proper Sale Deed relating to the said property in favour of the Purchaser or her/his nominee(s) and the Purchaser paying the balance sale consideration/price to the Vendor in the manner stipulated in Clause 2 above.

(12) THAT if the Purchaser fails or neglects to pay the balance sale consideration/price to the Vendor strictly within the time stipulated in Clause 2 above, then in such event the Vendor shall be entitled to claim and receive an interest @ 12% (TWELVE PERCENT) Per Annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the Purchaser. However such grace period with interest shall not exceed more than 30 (Thirty) days and thereafter this Agreement shall automatically stand terminated/cancelled absolutely forever and the Vendor shall absolutely free to deal in respect of the said property with any other prospective buyers/purchaser without obtaining any permission from the Purchaser. Upon termination/cancellation of this Agreement the Vendor shall be entitled to refund the amount of sale consideration as they received from the Purchaser to the Purchaser after deducting a fixed amount of 1% Only towards liquidated damages and the remaining amount shall be refunded by the Vendor to the Purchaser as mutually decided by them.

(13) THAT, the Electric Poles, Swear Line, Water Line connections and fittings, Cement Road, STP, Strom Water Line to be provided by the Vendor to the said Layout as per rules and regulations of the concerned departments/authorities.

(14) THAT, the Surplus Land between 24 Mtr Jamtha- Gumgaon Road and Plot no.05 will in Custody or in use of the Purchaser , vendor have no objection or any claim on that land.

(15) THAT the Real Estate (Regulation and Development) Act, 2016 having came into force with effect from 01/05/2017 is applicable to the said entire project as the said project is registered with RERA and thus all the Terms, Rules, conditions and Regulations for implementation of the said Act shall always remain binding upon both the parties hereto and their respective successors-in-title. The provisions of the said Act, Rules and Regulation thereof are applicable to the aforesaid entire project; AND

(16) THAT all Notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Purchaser : **SHRI. .....**

Address of Purchaser : .....

Mobile No. **.....**

Name of Vendor : **Shri. PRAMOD BHAGWANTRAO THAKRE**

Address of Vendor: Resident of d-7, Vandana Apartments, Canal Road, Ramdaspeth, NAGPUR-440010.

Mobile No. .....

It shall be the duty of the Purchaser and the Vendor 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 Vendor and the Purchaser, as the case may be.

(17) THAT the Vendor shall deliver all the Relevant/Copies of Original documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed.

(18) THAT the Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of Commercial/Residential Purposes Only and not for any other purposes.

(19) THAT the Vendor does hereby assures/confirms to the Purchaser that they have not created any mortgage, lien, charge or interest over the said property hereby agreed to be sold and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same. The Vendor have assures the Purchaser that they have full lawful right to enter in this agreement with the Purchaser and there is no encumbrances of any kind whatsoever in respect of the said Project Land. There is no litigation is pending in any court and not any part is acquired or under acquisition of Government under its any scheme.

(20) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

(ENTIRE PROPERTY OF PROJECT LAND)

ALL THAT Piece and Parcel of land bearing Survey/Khasra No. 232/1/2 having an area of 0.81 Hectare (8100 Sq. Mtrs), Rental Rs. 2.99 held in Bhogwatdar Class-1 Rights of Mouza : JAMTHA, P.S.K. 42, including all other easementary rights appurtenant and belonging thereto, situated at JAMTHA, in Tahsil : Nagpur- Rural and District : Nagpur and bounded as under :-

ON THE EAST	-By 24 Mtr Jamtha- Gumgaon Road.
ON THE WEST	-By Land of Khasra No.234,235.
ON THE NORTH	-By Land of Khasra No. 232/1.
ON THE SOUTH	-By Khasra No. 231.

SECOND SCHEDULE REFERRED TO ABOVE

(DESCRIPTION OF PLOT AGREED TO BE SOLD)

ALL THAT Piece and Parcel of land bearing **PLOT No. .....** out of the sanctioned layout known and styled as **"Anandam-2"**, containing by admeasurements **..... Sq. Mtrs. (i.e. ..... Sq. Ft.)** being a portion of the entire land bearing Survey/Khasra No. 232/1/2 having an area of 0.81 Hectare (OR 8100 Sq. Mtrs), of Mouza : JAMTHA, P.S.K. 42 including all other easementary rights appurtenant and belonging thereto, situated at Village – JAMTHA, in Tahsil – NAGPUR- RURAL and District – NAGPUR and bounded as under :-

ON THE EAST -

ON THE WEST -

ON THE NORTH -

ON THE SOUTH -

IN WITNESS WHEREOF THE VENDOR and the PURCHASER hereinabove named have hereto 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.

WITNESSES:-

(1)

SHRI. PRAMOD BHAGWANTRAO THAKRE

(VENDOR)

(2)

SHRI.

PURCHASERS