



**Prestige Builder**

Anaj Bazar, Itwari, Nagpur-440002.

Cell : 8888882545, 9822368883

Ref. No.

Date \_\_\_\_\_

### ALLOTMENT LETTER

We are pleased to inform you that we have Allotted Flat

No. \_\_\_\_\_ of "TIARA"

To Mr./Mrs. \_\_\_\_\_

which is Situated at Plot No. 19 & 20 Municipal House

No. 363, ward no. 21, Shastri Nagar, Nagpur 440 008.

Place : Nagpur

Regards,

Date : \_\_/\_\_/\_\_

Prestige Builders

# TIARA APARTMENT

## AGREEMENT TO SELL OF APARTMENT No. \_\_\_\_\_

SALE CONSIDERATION Rs. \_\_\_\_\_/-  
[RUPEES \_\_\_\_\_ ONLY]

[ MAUZA : NAGPUR, Sheet Nos.: 215,245, City Survey Nos.236,165,  
Zone No.1.58/215, Page No.47, Rate Rs.45500/- , M.V.= Rs.\_\_\_\_\_.]

THIS AGREEMENT TO SELL OF APARTMENT is made on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ at Nagpur by and between :

01. KAPIL NANDKISHOR NATHANI, aged \_\_ years,  
Occupation : Business, [PAN- AEWPN6586J ],  
Proprietor of M/s. PRESTIGE BUILDERS,  
Office at Block No.5, Mohta Bldg., Anaz Bazar, Itwari, Nagpur-440002,  
hereinafter known and referred to as "VENDOR / PARTY No.01", which term shall  
unless repugnant to context or meaning thereof always mean and include said  
VENDOR, as well as, his heirs, legal representatives, successors-in-interest,  
executors, administrators and permitted assignees of the FIRST PART; AND
02. \_\_\_\_\_, aged about 60 years,  
Occupation: Business, [PAN \_\_\_\_\_], [AADHAR- \_\_\_\_\_], &
03. \_\_\_\_\_, aged about 34 years,  
Occupation: Business, [PAN- \_\_\_\_\_], [AADHAR- \_\_\_\_\_],  
Both R/o. \_\_\_\_\_,  
hereinafter jointly known and referred to as the "PURCHASER" which term shall  
unless repugnant to context or meaning thereof always mean and include the said  
PURCHASER, as well as, their respective Heirs, Legal Representatives, Executors,  
Administrators, Successors-in-interest and permitted assignees of the SECOND PART;  
AND

WHEREAS, the VENDOR is lawfully seized and possessed of ALL THAT land bearing *Plot Nos.19 and 20*, Plot No. 19 admeasuring about 325.16 Sq.Mtrs. & Plot No. 20 admeasuring about 325.16 Sq.Mtrs. with under construction building, situated in C.R.Section-III Scheme of NIT, Kh.No.310/2 of Mauza: Nagpur, Municipal House No. 363, Ward No.21, City Survey No.236, Sheet No. 215 and City Survey No.165, Sheet No.245 of Mauza: Nagpur, within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Tahasil & District : Nagpur and more particularly described in the schedule hereunder written; AND

WHEREAS, originally Plot No. 19 was allotted to the SHRI RISHABH BABULAL JEJANI on 30 years perpetual lease renewable after the said period in the year 1977 by

the Nagpur Improvement Trust and first 30 years lease hold rights commencing from 30.12.1977 and expired on 31.03.2008 and also executed lease indenture for said period in his favour on 22.12.1981, which is registered at Doc. Sr.No. 4754, Book No.Add-1, Volume No.406, Page Nos.07 to 09 in the Court of Joint Sub Registrar Nagpur-3 on 30.12.1981 and on the basis of first lease his name was already mutated in all Government and Semi-Government Records; AND

WHEREAS, thereafter SHRI RISHABH BABULAL JEJANI as per the family understanding relinquished all his rights and interest in the said property in favour of SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI by Deed of Relinquishment dt.13.04.2011 registered with Sub Registrar Nagpur-2 at Book No.1, at Sr. No. 2059 on 13.04.2011 and accordingly their names were mutated in all Government and Semi-Government Records; AND

WHEREAS, after expiry of the above lease period the Nagpur Improvement Trust, Nagpur renew for Second term of 30 years lease hold rights commencing from 01.04.2008 and expired on 31.03.2038 and also executed lease indenture for 30 years in favour of SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI on 02.01.2017, which is registered at Doc. Sr.No. 18/2017, Book No. 1, Page Nos.01 to 15 in the Court of Joint Sub Registrar Nagpur-8 on 04.01.2017; AND

WHEREAS, SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI sold the said Plot No.19 to the VENDOR hereinabove by a registered Sale Deed dt. 10.07.2017 registered with Sub Registrar Nagpur-8 at Doc.Sr. No.1870/2017, in Book No. 1, Page Nos.01 to 21 on 10.07.2017 and accordingly his names was mutated in all Government and Semi Government records; AND

WHEREAS, Plot No.20 was allotted to the SHRI RISHABH BABULAL JEJANI on 30 years perpetual lease renewable after the said period in the year 1977 by the Nagpur Improvement Trust and first 30 years lease hold rights commencing from 30.12.1977 and expired on 31.03.2008 and also executed lease indenture for said period in his favour on 22.12.1981, which is registered at Doc. Sr.No. 4753, Book No.Add-1, Volume No.406, Page Nos.04 to 06 in the Court of Joint Sub Registrar Nagpur-3 on 30.12.1981 and on the basis of first lease his name was already mutated in all Government and Semi-Government Records; AND

WHEREAS, thereafter SHRI RISHABH BABULAL JEJANI as per the family understanding relinquished all his rights and interest in the said property in favour of SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI by Deed of Relinquishment dt.13.04.2011 registered with Sub Registrar Nagpur-2 at Book No.1, at Sr. No. 2059 on 13.04.2011 and accordingly their names were mutated in all Government and Semi-Government Records; AND

WHEREAS, after expiry of the above lease period the Nagpur Improvement Trust, Nagpur renew for Second term of 30 years lease hold rights commencing from 01.04.2008 and expired on 31.03.2038 and also executed lease indenture for 30 years in favour of SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI on 02.01.2017, which is registered at Doc. Sr.No. 17/2017, Book No. 1, Page Nos.01 to 15 in the Court of Joint Sub Registrar Nagpur-8 on 04.01.2017; AND

WHEREAS, SHRI RAJESHKUMAR BABULALJI JEJANI & Smt. SUDHA RAJESHKUMAR JEJANI sold the said Plot No.20 to the VENDOR hereinabove by a registered Sale Deed dt.04.09.2017 registered with Sub Registrar Nagpur-8 at Doc.Sr. No.2495/2017, in Book No. 1, Page Nos.01 to 23 on 04.09.2017 and accordingly his names was mutated in all Government and Semi Government records; AND

WHEREAS, the said VENDOR thus became the owner of the said N.I.T. Plot No.19 & 20 by virtue of said SALE DEED Dt.10.07.2017 & 04.09.2017 respectively; AND

WHEREAS, the VENDOR accordingly prepared a plan of the Multistoried building proposed to be constructed on the said plots of land and the same is also sanctioned by the building Engineer of the Nagpur Municipal Corporation vide it's Building Permit No.146/BP/NAGPUR/TP/NMC/268 dt. 28.11.2017;AND

WHEREAS, the aforesaid property i.e. said land is capable of being developed in to a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of Self contained separate Residential Apartments therein and the said building complex is known and styled as " TIARA APARTMENT"; AND

WHEREAS, the VENDOR also got a DEED OF DECLARATION dt.26.02.2018 under Section 2 of the MAHARASHTRA APARTMENT OWNERSHIP ACT executed and registered in the office of Sub-registrar Nagpur-8, which is registered at Doc. Serial No.0564/2018 on dt.26.02.2018 submitting the entire land with building proposed to be constructed on the said land to the provision of MAHARASHTRA APARTMENT OWNERSHIP ACT,1970; AND

WHEREAS, the PURCHASER being desirous of owning a Residential Apartment for his/her/it/their residential use with heritable and transferable rights therein, has approached the VENDOR with a request to sell RESIDENTIAL APARTMENT No.\_\_\_\_ (4 BHK) admeasuring about \_\_\_\_\_ Sq.Mtrs. built-up with attached Terrace admeasuring \_\_\_\_\_ Sq.Mtrs. on the \_\_\_\_\_ FLOOR of the Building known as TIARA APARTMENT, along with the variable undivided \_\_\_\_\_ % share & interest in the LEASE HOLD LAND BEING N.I.T. PLOT Nos.19 & 20, to which the VENDOR also agreed on the terms and conditions appearing herein below [Hereinafter in the present document the RESIDENTIAL APARTMENT No. \_\_\_\_\_ (4 BHK)admeasuring about \_\_\_\_\_ Sq.Mtrs. built-up with attached Terrace admeasuring \_\_\_\_\_ Sq.Mtrs. on the \_\_\_\_\_ FLOOR of the Building known as TIARA APARTMENT, along with the variable undivided \_\_\_\_\_ % share & interest in LEASE HOLD LAND BEING N.I.T. PLOT Nos.19 & 20 are jointly called as THE SAID RESIDENTIAL APARTMENT ]; AND

WHEREAS, the PURCHASER has seen and verified the documents relating to the title of the VENDOR, the sanctioned building plan and area statement by Architect and has satisfied himself/ herself/ themselves regarding the same; AND

WHEREAS, the PURCHASER agreed to purchase the said Residential Apartment for a total consideration of Rs.\_\_\_\_\_/ - [RUPEES \_\_\_\_\_ Only) ;AND

WHEREAS, it has become necessary to reduce to writing the terms and conditions of sale agreed to between the parties.

WE the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of Sale of the said Residential Apartment which are as under.

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

01. THAT, the VENDOR is constructing the building as per the sanctioned building plans approved by Nagpur Municipal Corporation vide it's Building Permit No.146/BP/NAGPUR/TP/NMC/268 dt. 28.11.2017 on the Plot Nos.19 & 20 and more particularly described in the SCHEDULE appearing hereunder.

02. THAT, the VENDOR shall sell and the PURCHASER shall purchase the said Residential Apartment for a total consideration of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ only]. Thus the total aggregate consideration amount for the said apartment includes Garage/Covered Parking Space.

The Purchaser has to pay 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 Fees and hereby agrees to pay to the Vendor the balance amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner :-

- o 30% to be paid to the Promoter after the execution of Agreement.
  - o 15% to be paid to the Promoter on completion of the Plinth of the said building.
  - o 25% to be paid to the Promoter on completion of the slabs of the said building.
  - o 5% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
  - o 5% to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Unit.
  - o 5% to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the said building.
  - o 10% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, paving of areas appertaining and all other requirements as may be prescribed in the Agreement of sale of the said building.
  - o 5% to be paid to the Promoter at the time of handing over of the possession of the Apartment to the ALLOTTEE.
  - o The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Unit.
03. THAT, after the entire amount of consideration is paid by the PURCHASER to the VENDOR within the time specified in this agreement, the VENDOR shall execute a sale deed of the Said Residential Apartment in favour of the PURCHASER and then only put the PURCHASER in possession of the said Residential Apartment.
04. THAT, the PURCHASER shall be given possession of the aforesaid Residential Apartment between \_\_\_\_\_ to \_\_\_\_\_ when the building is expected to be completed and ready for use and occupation provided that the PURCHASER has paid to the VENDOR entire consideration of the Residential Apartment as agreed hereinabove and all the deposit to be made and money to be deposited by the PURCHASER with the VENDOR under the terms of this Agreement.
05. THAT, the VENDOR shall pay upto the date of possession all dues with respect to Corporation Taxes and cesses etc. levied on the said RESIDENTIAL APARTMENT hereby sold and in the event, if it is discovered that there remain any arrears to be paid, the VENDOR undertakes to pay the same to the PURCHASER accruing payable only upto the date possession and after possession the PURCHASER shall liable to pay individually corporation tax levied on the said apartment, electricity charges as per MSEB bill and GENERAL MAINTENANCE decided and time to time amended by the Managing Committee of the TIARA APARTMENT as per the provisions contained in the Deed of Declaration and the Bye-Laws appended thereto (upto handing over of the scheme same shall be decided by the Party No.01) .

06. THAT, the VENDOR will upon every reasonable request of the PURCHASER and at the cost of the person making the request produce all or any of documents of title relating to the said plot of land and furnish such true copies or extracts there from as the PURCHASER may require and will in the meantime keep the said documents safe, unless prevented from so doing by one or other unavoidable accident.
07. THAT, the present term of lease of Plot Nos.19 & 20 commenced from 01.04.2008 and ending on 31.03.2038. On expiration of the said term, the PURCHASER shall be entitled to get the same extended for a further period of 30 years and Also obtain a renewed Indenture of Lease in his/her/it/their name jointly with the VENDOR and/or other co-owners thereof and so on from time and for all times to come.
08. THAT, on/after possession of the Residential Apartment being given by the VENDOR to the PURCHASER, he/she/it/they [PURCHASER] shall not be entitled to make any grievance regarding any item of work, materials, used for construction of building nor shall he/she/it/them be entitled to make any claim in this behalf nor the VENDOR be liable for the same.
09. THAT, the PURCHASER shall liable to pay regularly from the date of possession, share of Ground Rent levied on the entire Plot Nos.19 & 20 to be calculated on the basis of percentage of share in land or time to time decided by the Managing Committee of the TIARA APARTMENT and shall always keep the VENDOR and the other co-owners/buyers thereof indemnified against the same.
10. THAT, the PURCHASER shall carry out all internal repairs/change only after possession, to his/her Residential Apartment agreed to be acquired by him/her/them at his/her/their cost/consequences and maintain it in good condition, state, order, repair and shall observe all rules regulations of Nagpur Municipal Corporation, Nagpur Improvement Trust or any other authority and shall not do or suffer to be done any thing in or upon the said building or the said Residential Apartment which may be against the Rules and Byelaws of Nagpur Municipal Corporation, Nagpur Improvement Trust or any other Authority and he/she shall be responsible to Nagpur Municipal Corporation or N.I.T. or any other local authority for anything done in connection with the said building or the said Residential Apartment and shall be liable for consequences thereof.
11. THAT, the PURCHASER has become the full owner of the said RESIDENTIAL APARTMENT from the date of possession with heritable and transferable rights therein, but he/she/they has full knowledge that the right, interest and ownership of the variable undivided proportionate share & interest in the N.I.T. leasehold Plot Nos.19 & 20 is not divisible by metes and bounds and for all times it shall remain joint with the VENDOR and the other co-owners thereof and that under no circumstances he/she/they will construct a structure whether temporary or permanent on the available open space layout in the said plot and shall not be entitled to the exclusive use and/or occupation of any portion of the said plot of land.
12. THAT, the PURCHASER shall use the said block for Residential purpose only and shall not use the said Residential Apartment for any other purpose whatsoever.
13. THAT, in case any security deposit is demanded by the water works department of Nagpur Municipal Corporation before giving water connection to the proposed

building and Maharashtra State Electricity Board demands Any security deposit or requires provision of a transformer installation charges etc., the PURCHASER shall contribute proportionately as determined by the VENDOR.

14. THAT, the PURCHASER shall pay all expenses i.e. stamp duty, registration fees, documentation expenses etc., for the transfer of the said Residential Apartment together with undivided proportionate share in the land in favour of the PURCHASER as may be determined by VENDOR .
15. THAT, the PURCHASER shall pay to the VENDOR any statutory taxes, cesses, levies etc., as may be imposed, levied and assessed on the said building or the total entire land and building as would be required to be paid under the said statutory enactments and demanded by the VENDOR.
16. THAT, it is specifically understood and agreed by the PURCHASER that he shall not have any right, title or interest of any kind whatsoever in respect of additional F.S.I. as may be increased at any time in future. It is specifically made clear that the VENDOR shall be absolute and full owner of such increased F.S.I. and it shall be entitled to use it as its own during the construction or even after the construction of the said proposed building is over, the VENDOR shall have every right and liberty to construct on the building so as to consume the whole FSI of the plot and the VENDOR shall also have the right to sell or allot the additional construction to any person of their choice. In that event also the purchaser would not be entitled to claim any amount from the VENDOR or the proposed purchaser of that/those apartment constructed due to increase in FSI. The VENDOR would solely be entitled to sell the said apartments and to appropriate the sale proceeds. The PURCHASER would in that case be also bound to allow such purchaser to be included in the association of persons for and in the matter of complying the formalities under the Maharashtra Apartment Ownership Act. The said purchaser would also be entitled to such rights of easement which the VENDOR would prescribe. The PURCHASER undertake to ratify of easement which the VENDOR would prescribe. The PURCHASER undertake to ratify the said description of easement rights and failure to give the same in writing, the ratification would be presumed. However, the said description would be in respect of common areas and facilities. It is further agreed that the building plans, in respect of the apartments which the VENDOR would construct due to increase in FSI would be submitted for sanction in the name of the PURCHASER and others. The PURCHASER agrees and undertakes to sign such all documents as are required for getting a building plan sanctioned from the sanctioning authority for the said apartment. However, all the expenses in the matter would be borne by the VENDOR or the said purchaser.
17. THAT, the VENDOR shall have a right to display neon signs on the top or terrace of the building for advertisement and the purchaser has no objection for this display. The electrical supply of this display shall be from common three phase meter.
18. THAT, the Purchaser is aware that the said entire property is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by a Deed of Declaration dated 26.02.2018 made under section 2 of the said Act which is duly registered in the office of the Joint Sub Registrar Nagpur-08, Nagpur at Doc. Sr. No.0564/20182 in Book No.01, page nos. 01 to 44 on 26.02.2018. The Purchaser further agrees that she/he will always abide by provisions contained in said Deed and the Bye-Laws appended thereto.

19. THAT, in case any taxes is levied by state or central government on construction activity or building materials used and/or wages paid thereof, the PURCHASER agree to pay the same as may be levied in respect of the chosen Residential Apartment to the VENDOR or to the competent authority appointed in this behalf and shall keep the seller indemnified against the same. In token of acceptance at this clause the PURCHASER has agreed to sign indemnify bond to above effect at the time of handing over of possession of said Residential Apartment or at the time of final conveyance.
20. THAT, the PURCHASER shall not sell, transfer, convey and assign the said residential apartment or any interest therein to any person or in favour of nominee whatsoever during the subsistence of this agreement without prior permission of the VENDOR . However the PURCHASER may mortgage the said Apartment in favour of any Financial Insti-tution or the President of India or State Government or any other authority for obtaining loan for the purchase of the said tenement.

#### SCHEDULE OF PROPERTY

THE VARIABLE UNDIVIDED \_\_\_\_\_ % SHARE AND INTEREST IN ALL THAT land bearing *Plot Nos.19 and 20*, Plot No. 19 admeasuring about 325.16 Sq.Mtrs. & Plot No. 20 admeasuring about 325.16 Sq.Mtrs. with under construction building, situated in C.R.Section-III Scheme of NIT, Kh.No.310/2 of Mauza: Nagpur, Municipal House No. 363, Ward No.21, City Survey No.236, Sheet No. 215 and City Survey No.165, Sheet No.245 of Mauza: Nagpur, within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Tahasil & District : Nagpur and bounded as under :

|          |   |                             |
|----------|---|-----------------------------|
| ON NORTH | : | PLOT No.18.                 |
| ON SOUTH | : | PLOT No.21.                 |
| ON EAST  | : | PLOT Nos. 29,30,31,32 & 33. |
| ON WEST  | : | ROAD.                       |

TOGETHERWITH the entire R. C. C. structure comprising RESIDENTIAL APARTMENT No.\_\_\_\_ (4 BHK) admeasuring about \_\_\_\_\_ Sq.Mtrs. built-up with attached Terrace admeasuring \_\_\_\_\_ Sq.Mtrs. on the \_\_\_\_\_ FLOOR of the building standing thereon known and styled as "TIARA APARTMENT ".

IN WITNESS WHEREOF the aforesaid parties have put their respective hand at NAGPUR on the day and year first written above.

01. SHRI KAPIL NANDKISHOR NATHANI  
Proprietor of M/s. PRESTIGE BUILDERS  
[ VENDOR / PARTY No. 01 ]

02.  
03.

[ PURCHASER / PARTY No.02 ]

WITNESSES :

01.Name & Address

02.Name & Address