MAPLE RESIDANCY
B. NO.1, BHARUKA BHAWAN, DAJI DESHMUKH MARG, NEAR HDFC BANK, DHANTOLI, NAGPUR-440012
Mob.: 09823094675/09423165678 **Tel.**: 0712-2422041/51 **E-mail:** patnihousing@gmail.com

Proforma of Allotment Letter

To,

.....

.....

Subject: - Allotment of the Plot....., measuring an area of .....
Plot area, at Maple Residency Nagpur.

Dear Sir/Madam,

We are pleased to place on record that you have on this.....day of ....., 20__, been given allotment of the above mentioned Plot No ....., measuring an area of ..... plot area, in Maple Residency Nagpur, developed at the site Kh no. 2 & 5 Ph. No. 4, Mouza Gonhi (Khurd) Taluka Nagpur, District Nagpur, State Maharashtra.

Please acknowledge this allotment and confirm your acceptance by signing a duplicate copy of this allotment letter for our records.

Thanking you and assuring you of our best services at all times.

(Your faithfully)

I/We have received this allotment letter for peaceful and vacant possession of the above mentioned property.

(Sign by Purchaser)

Stamp Duty Rs. ----------/-

Item No. 9.1, MOUZA GONHI (KHURD), TAHSIL:- NAGPUR (RURAL) @ Rs. ---------/- PER SQ. MTRS.

AGREEMENT TO SELL

VALUED AT RS----------/- ONLY
(Rupees. ---------- Only)

MARKET VALUE Rs. ---------/-

This AGREEMENT TO SELL is made and executed at Nagpur on this __ Day of _____, 2018 BETWEEN

SMT. ANITA RAKESH PATNI, (PAN AAZPP6826C), aged about 46 years, Occ:- Household/ Agriculture, Resident of 52, Balraj Marg, Dhantoli, NAGPUR-440012.

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

AND

SHRI. **---------- (PAN ---------),** aged about -- years, Occ:- -------, R/o. ----------.
hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as his/her heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

TITLE HISTORY OF KHASRA NO. 2 (OLD-67) OF Mouza- GONHI (KHURD)

WHEREAS ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 2, admeasuring 1.20 H.R, Land Revenue Rs. 7.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Tahsil & Dist Nagpur Originally belonged to (i) Shri. Hari Varlya Akhand (ii) Shri. Narayan Varlya Akhand (iii) Smt. Saibai Ganpat Kombe and (iv) Smt. Nagabai Gangaram Bhoyar being their ancestral property; AND

WHEREAS, the said Shri. Hari Varlya Akhand and others have sold ALL THAT Piece and Parcel of Agricultural Land admeasuring 0.30 H.R being the Western portion by making a

Division of North- South out of the Land bearing Khasra No. 2 (Old Khasra No. 67) an all admeasuring 1.20 H.R, Land Revenue Rs. 7.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Together with the standing crops, trees and any thing and every thing standing thereon will all the easement rights like Road, Dhura etc and the land is situated in Tahsil & Dist Nagpur and herein after referred to as “SAID LAND” to Shri. Iqbal Subhan Patel by way of a Sale Deed dated 8-01-2001 which is duly registered in Addl Book No-1, Volume No. 2839 on Pages 122 to 128 at Serial No. 274 before the Sub Registrar-1, Nagpur; AND

WHEREAS, later on Shri. Iqbal Subhan Patel sold and transferred the said land to Smt. Anita Rakesh Patni and Smt. Kavita Yogesh Jain (Bohra) by way of a Sale Deed dated 23-06-2014 which is duly registered in Addl Book No-1, at Serial No. 3658 before the Sub Registrar-7, Nagpur-Gramin; AND

WHEREAS, the said Smt. Anita Rakesh Patni had contributed an amount of Rs. 20,00,000=00 and the said Smt. Kavita Yogesh Jain (Bohra) had contributed an amount of Rs. 5,00,000=00 out of the total sale consideration of Rs. 25,00,000=00 for the purchase of the aforesaid land as such the Undivided share, rights and entitlements of the parties in the said land was as under:- (i) Smt. Anita Rakesh Patni -80% AND (ii) Smt. Kavita Yogesh Jain (Bohra)- 20%; AND

WHEREAS, later on the said Smt. Kavita Yogesh Jain (Bohra) in turn sold her Undivided 20% (i.e 0.06 H.R) share and interest in the said land to Smt. Anita Rakesh Patni by way of a Sale Deed dated 16-07-2015 which is duly registered in Addl Book No-1 at Serial No. 4724 before the Sub Regisrar-7, Nagpur- Rural; AND

WHEREAS, the said Smt. Anita Rakesh Patni has thus become the absolute and exclusive owner of ALL THAT Piece and Parcel of Agricultural Land admeasuring 0.30 H.R out of the Land bearing Khasra No. 2 (Old Khasra No. 67) out of land admeasuring 1.20 H.R, Land Revenue Rs. 7.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Together with the standing crops, trees and any thing and every thing standing thereon will all the easement rights like Road, Dhura etc and the land is situated in Tahsil & Dist Nagpur and her name is also accordingly mutated in all the relevant revenue records; AND

TITLE HISTORY OF KHASRA NO. 5 (OLD-70) OF Mouza- GONHI (KHURD)

WHEREAS ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 5, admeasuring 1.25 H.R, Land Revenue Rs. 8.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Tahsil & Dist Nagpur Originally belonged to (i) Shri. Sadashiv Mahadeo Akhand (ii) Shri. Vasanta Mahadeo Akhand (iii)

Shri. Yadavrao Mahadeo Akhand and (iv) Smt. Annapurna Babaraoji Gube being their ancestral property; AND

WHEREAS, the said Shri. Sadashiv Mahadeo Akhand and others have sold ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 5, admeasuring 1.25 H.R, Land Revenue Rs. 8.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Together with the standing crops, trees and any thing and every thing standing thereon will all the easement rights like Road, Dhura etc and the land is situated in Tahsil & Dist Nagpur and herein after referred to as “SAID LAND” to (i) Sau. Rizwana Mujib Pathan and (ii) Sau. Afsana Iqbal Patel way of a Sale Deed dated 29-03-2011 which is duly registered in Book No-1, at Serial No. 1527 before the Sub Registrar-10, Nagpur-Rural; AND

WHEREAS, later on (i) Sau. Rizwana Mujib Pathan and (ii) Sau. Afsana Iqbal Patel sold and transferred the said land to Smt. Anita Rakesh Patni and Smt. Kavita Yogesh Jain (Bohra) by way of a Sale Deed dated 23-06-2014 which is duly registered in Addl Book No-1, at Serial No. 3659 before the Sub Registrar-7, Nagpur-Gramin; AND

WHEREAS, the said Smt. Anita Rakesh Patni and the said Smt. Kavita Yogesh Jain (Bohra) had contributed equally out of the total sale consideration of Rs. 44,00,000=00 for the purchase of the aforesaid land as such the Undivided share, rights and entitlements of the parties in the said land was as under:- (i) Smt. Anita Rakesh Patni -50% AND (ii) Smt. Kavita Yogesh Jain (Bohra)- 50%; AND

WHEREAS, later on the said Smt. Kavita Yogesh Jain (Bohra) in turn sold her Undivided 50% (i.e 0.625 H.R) share and interest in the said land to Smt. Anita Rakesh Patni by way of a Sale Deed dated 16-07-2015 which is duly registered in Addl Book No-1 at Serial No. 4724 before the Sub Regisrar-7, Nagpur- Rural; AND

WHEREAS, the said Smt. Anita Rakesh Patni has thus become the absolute and exclusive owner of ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 5, admeasuring 1.25 H.R, Land Revenue Rs. 8.00, P.H. No. 4 held in Occupancy Class-1 Bhumiswami rights situated at Mouza GONHI (KHURD), Together with the standing crops, trees and any thing and every thing standing thereon will all the easement rights like Road, Dhura etc and the land is situated in Tahsil & Dist Nagpur and her name is also accordingly mutated in all the relevant revenue records; AND

WHEREAS, the aforesaid entire land is specified for Residential Use by the Competent Authority empowered in this behalf (i.e. Executive Engineer, Nagpur Metropolitan Region Development Authority) vide its Letter No. E.E (NMRDA) /54 Dated 03/04/2018; AND

WHEREAS, the Hon. Metropolitan Commissioner, Nagpur Metropolitan Region Development Authority, Nagpur has approved the final layout under section 45 of the Maharashtra Regional & Town Planning (MRTP) Act, 1966 vide order dated 22-02-2018; AND

WHEREAS, the aforesaid ANITA RAKESH PATNI lateron decided to develop the said Piece of land bearing Khasra/Survey Nos. 2 (Part) and 5 having a total area of 1.491949 Hectare (OR 14919.49 Sq. Mtrs.) into a Residential Layout by carving out various Plots of different sizes therein. And accordingly she has prepared the Layout Plan of the said Khasra/Survey Nos. 2 (Part) and 5 jointly by carving out various Plots of different sizes therein and the said layout is also sanctioned and approved by Metropolitan Commissioner Dated 16-02-2015; AND

WHEREAS, the aforesaid entire land bearing Khasra/Survey Nos. 2 (Part) and 5 of Mouza GONHI (KHURD) having a total area of 1.491949 Hectare (OR 14919.49 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order passed in Revenue Case No. 417/NAP-34/2014-2015 of Mouza : GONHI (KH) dated 23-07-2015; AND

WHEREAS, the Vendor has also an entered into an Development Agreement in March 2018 with the Nagpur Metropolitan Region Development Authority, Nagpur on such terms and conditions more specifically mentioned in the said Agreement.

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;

(a) Architect : Shri _____.
(b) C.A. : Shri_____.

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 against any loss or damages; 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 hereinabovenamed 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 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 hereinabovenamed; AND

WHEREAS the Purchaser hereinabovenamed has also applied to the Vendor and thereby requested them to allot her/him aforesaid Plot to her/him for her/his 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 _____ (_____) Residential Plots, Public Utility Land, 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 **"**_____**"**, containing by admeasurements _____ **Sq. Mtrs. (i.e.** _____ **Sq. Ft.)** being a portion of the entire land bearing Khasra/Survey Nos. 2 (Part) and 5 of Mouza GONHI (KHURD) having a total area of 1.491949 Hectare (OR 14919.49 Sq. Mtrs.) , P.H. No. 4 situated at Mouza GONHI (KHURD), TAHSIL & DISTRICT:- NAGPUR and more particularly described in the Second Schedule hereunder written as Annexure-"___".

(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 :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ Dated _____ Drawn on _____ Bank, _____ Branch, Nagpur at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before _____.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the time of Registration of the Sale Deed.

_____

Rs. _____ (TOTAL RUPEES _____ ONLY).

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That, the above mentioned total price/consideration excludes of all Taxes. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each instalment.

(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 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 _____ (_____) Months from the date 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 Vendor fail or neglect to fulfil and observe the obligations on their part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of her/his nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendor and in such event they will be liable to pay all costs and damages to the Purchaser.

(13) 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 Rs. _____ (Rupees_____) Only towards liquidated damages and the remaining amount shall be refunded by the Vendor to the Purchaser as mutually decided by them.

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

(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 : _____

Address of Purchaser : _____

_____

_____

Mobile No. _____.

Name of Vendor : **MRS. ANITA RAKESH PATNI**.

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 Residential Purposes Only and not for any other purposes.

(19) THAT all or any disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two Arbitrators one to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon all the Parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(20) 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.

(21) THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on the said Layout and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor. In the like manner the common areas and common facilities as may be provided in the said Layout shall be of common use of all the Plot Owners in the said sanctioned layout.

(22) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur and this Agreement may only be amended through written consent of the Parties hereto.

(23) 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 THOSE Pieces and Parcels of land bearing Khasra No. 2 (Part) and 5 having an area of 0.30 Hectares. and 1.25 Hectares respectively, Rental Rs. 7.00/- and Rs. 8.00/- respectively, both helds in Occupancy Class-1 Rights of Mouza – GONHI (KHURD), Patwari Halka No. 4, situated at Village – GONHI (KHURD) in Tahsil Nagpur (Rural) and District – Nagpur and bounded as under :-

ON THE EAST	-	ROAD PANDHAN.
ON THE WEST	-	FIELD OF KH. No. 8,9.
ON THE NORTH	-	FIELD OF KH. No. 6.
ON THE SOUTH	-	FIELD OF KH. No. 4.

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 **"**_____**"**, containing by admeasurements _____ **Sq. Mtrs. (i.e.** _____ **Sq. Ft.)** being a portion of the entire land bearing Khasra No. 2 (Part) and 5 admeasuring 14919.49 Sq. Mtrs of Mouza – GONHI (KHURD), Patwari Halka No. 4, situated at Village – GONHI (KHURD) in Tahsil Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	-
ON THE WEST	-
ON THE NORTH	-
ON THE SOUTH	-

Annexure-"A"	:	Title Report.
Annexure-"B"	:	Copy of 7/12 Extract.
Annexure-"C"	:	Copy of sanctioned Layout Plan.
Annexure-"D"	:	List of Common Facilities and Amenities.
Annexure-"E"	:	Specification of Plot.
Annexure-"F"	:	Registration Number of project in RERA.

IN WITNESS WHEREOF THE VENDOR and the PURCHASERS 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) _____ **----------**

(SMT. ANITA RAKESH PATNI)

VENDOR

(2) _____

1)

(_____)

2)

(_____)

PURCHASERS