NANIK GROUP

nanik enterprises
Builders & Developers

# ALLOTMENT LETTER

THIS IS TO CERTIFY THAT BLOCK NO. _____ON _____ FLOOR AT OUR SCHEME NAMED "NANIK'S ASHTAVINAYAK BHAKTI PHASE III", SITUATED ON PLOT BEARING NO. 17, 18, 19 & 20, SURVEY NO. 237, SHEET NO. 73, KHASARA NO. 83/2, MOUZA GOREWADA, NAGPUR-440013 IS ALLOTED TO MRS. / MR. _____.

DATE. : 20/05/2020

NAGPUR

FOR NANIK ENTERPRISES

PROP/MANAGER

OFFICE: SHOP NO. 4, NANIK'S ASHTAVINAYAK ARADHANA, PLOT NO. 496, POWER GRID SQUARE, NARI RING ROAD, NAGPUR - 440 026
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# NANIK'S – 'ASHTAVINAYAK

# BHAKTI – III

### AGREEMENT OF SALE OF APARTMENT

**THIS AGREEMENT OF SALE OF APARTMENT** made and executed at Nagpur on this day of _____2020.

1) Mrs. _____
Aged about _____ years, Occupation : _____
PAN NO. _____
AADHAR CARD No. _____
(M.) _____
R/o. _____
_____
_____

Hereinafter referred to and called the "VENDOR" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "VENDOR" , its administrators, successors, as well as her heirs, legal representatives, assigns etc. of the FIRSTPART.

AND

2) Mr. _____
Aged about _____ years, Occupation : _____
PAN NO. _____
AADHAR CARD No. _____

3) Mrs. _____
Aged about _____ years, Occupation : _____
PAN NO. _____
AADHAR CARD No. _____
(M.) _____
R/o. _____
_____
_____

Hereinafter jointly and severally referred to and called as the "PURCHASER(s)" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "PURCHASER(s)" , its administrators, successors, as well as his/her/their legal heirs, legal representatives, assigns etc. of the SECOND PART.

WHEREAS Smt. Yamunabai Wd/o Ramrao Shingne was the absolute Owner(s) of all that piece and parcel of the land out of Kh. No. 83/2, Mouza Gorewada, P. H. No. 8A, Kh. No. 83, Ward No. 61, Sheet No. 73, City Survey No. 237, Tahsil and District Nagpur, admeasuring 48251 Sq. Ft. [i.e. 4480.20 Sq. Meters] out of which the subject matter being retainable land

bearing No. R-1, admeasuring 1500 Sq.Mtr as per ULC and 1480.139 Sq. Mtr, as per NIT sanction map, more particularly described in the schedule hereinafter referred to and called as "THE SAID PROPERTY".

AND WHEREAS the said total property was originally acquired by Smt. Yamunabai wd/o Ramrao Shingne vide order of the Joint Civil Judge in Civil Suit No. 384/1980 and also vide MANOR No. 41/76/1970 decided on 20/03/1982 and since then she became the absolute Owner(s) of the said property.

AND WHEREAS, the Urban Land [Ceiling & Regulation] Act, 1976 came into force on 12/02/1976 and the said Smt. Yamunabai wd/o Ramrao Shingne applied for the exemption of the said land under section 8/4 and u/s 20 of the ULC Act to the Competent Authority Collector, Urban Land Ceiling Authority, Nagpur and the Government of Maharashtra Housing and Special Assistance Department by order of the Additional Collector and Competent Authority Urban Land Ceiling, Nagpur vide its Order Dt.05/07/2004 bearing Case No. ATP/ULC/TD[439] /2004/943, sanctioned the scheme for plots and construction of Tenements as per the Talegaon Dabhade Pattern, in accordance with Government Resolution issued by Housing and Special Assistance Department bearing No. CSC/ULC/1091/5[3977]/D-III Dat ed 15/01/1992 and allowed an area of 4500 sq. meters, as retainable land u/s 8/4, vide its Order Dt. 12/03/2004 in ULC Case No. 141/2004 and declared an area of 10021 Sq. Mtrs. as surplus area under the scheme.

AND WHEREAS THE said Yamunabai due to non availability of skill technical knowledge and also due to non availability of expert knowledge for the purpose of implementing the scheme as per the exemption Order Dt. 05/07/2004, was not in a position to personally construct the tenements and / or is also not in a position to develop the said land and therefore, she sold and assigned all the rights of the development to M/s. Anjali Constructions to develop the land comprises of 3000 Sq. Meters retainable i..e R-1 & R-3 and 1484.20 Sq. Mtrs surplus i.e. total 4484.20 sq. mtrs for the valuable consideration vide Registered Agreement No. 2552, Dt. 15/12/2004.

AND WHEREAS THE said Yamunabai in order to expedite the process of implementation of the Scheme have disposed off Plot No. 1 to 6, 10 to 13, 17 to 20 (Total 14 Plots) admeasuring about 2517.332 sq.mtrs. as per as per N I T sanctioned map, out of total land bearing Khasra No. 83/2 situated in Mouza : Gorewada, City Survey No. 237, Sheet No. 73, within the Limits of Nagpur Municipal Corporation, House No. 1645/R-2 , together with all rights, appurtenants, attachment attached thereto with the consent of Muniraj Developers vide registered Document No. 378/2010 which is duly registered with the Office of Sub-Registrar-8 on 18.1.2010.

AND WHEREAS, the Vendor hereto is a Builder and has approached the Nagpur Improvement Trust for amalgamation of the Plots and sanction of the Scheme of Flats to be constructed on Plot No. 17 to 20 to be constructed thereon which is accorded by the Nagpur Improvement Trust vide it's Letter No. B.E.(WEST)CASE NO. AB1397/TRACKING NO. 201310315/7811/3175 dated 10.6.2014

AND WHEREAS, THE VENDOR has accordingly completed the construction work of Multi-Storied building as per Building Plan duly sanctioned as aforesaid AND he said Multi-storied building is popularly known as 'NANIK'S ASHTAVINAYAK BHAKTI (PHASE III), The Occupancy Certificate of the said building is issued by the Nagpur Improvement Trust vide No. D.O.(West)/Occu. Permit/5084 dated 28/07/2017.

AND WHEREAS, the Vendor has completed the construction of multi-storied building consisting of self contained Flats for the purpose of transferring the same along with rights relating to undivided share in the said piece of land in favour of any person or persons and further to negotiate and receive the consideration amount from prospective buyers, his/her/their benefits and profits exclusively.

AND WHEREAS, the Vendor has executed the Declaration Deed as required under the provisions of Maharashtra Ownership of Apartments Act, 1970 duly Office of the Sub-Registrar Nagpur - 3 at Serial No. NGP 3-7200-2014 dated 20.11.2014, the proposed building is submitted to the provisions of said Act on the conditions contained therein subject to modifications which are reserved. The Revised Declaration Deed has executed by Vendor duly Office of the Sub-Registrar Nagpur - 5 at Serial No. NGP 5-3068-2017 dated 04.09.2017

AND WHEREAS, the PURCHASER(S) being desirous to own a Flat/Apartment in the said Multi-Storied building, approached the VENDOR and after due inspection and verification, has choose to purchase The Flat No. _____ **('__' Type)** is a _____ facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, One Bed Room along with One Master Bed Room with attach W.C and baths, Kitchen, Common W.C./Bath, along with sanctioned balcony areas i/e Covered Balcony _____ Sq. mtrs and _____Sq. Mtr. in common areas inclusive of stair case, lift, Entrance Lobby, Lobby /passage and other areas etc along with Double height terrace area of _____ Sq. Mtr. Carpet area is around _____ sq.mt including carpet area of Entrance lobby complete, on the _____ floor of the building together with undivided proportionate share of _____ % in land. The Car Parking has been allotted as per flat units.

AND WHEREAS the parties hereto having performed their respective part of the commitments, time has become ripe for the VENDOR to execute the Sale Deed of the aforesaid property more particularly described in the schedule hereunder and get the same registered to transfer, convey, abandon, assign and surrender all the rights, title and interest in the said property including the Leasehold rights in favour of the Purchaser and now this Sale Deed Covenants as under :

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

1. The Vendor hereby agree to sell The Flat in consideration of the total sum of Rs. _____/- (Rs. _____Only) and the Purchaser(s) agrees it. The

Flat No. _____ ('__' Type) is a _____ facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, One Bed Room along with One Master Bed Room with attach W.C and baths, Kitchen, Common W.C./Bath, along with sanctioned balcony areas i/e Covered Balcony _____ Sq. mtrs and _____Sq. Mtr. in common areas inclusive of stair case, lift, Entrance Lobby, Lobby /passage and other areas etc along with Double height terrace area of _____ Sq. Mtr. Carpet area is around _____ sq.mt including carpet area of Entrance lobby complete, on the _____ floor of the building together with undivided proportionate share of _____% in land. known and styled as 'NANIK'S ASHTAVINAYAK BHAKTI (PHASE III)", within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust situated at Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust and more particularly described in the schedules, hereunder written for a Total consideration of Rs. _____/- (Rupees _____only) payable in the following manner.

**MANNER OF PAYMENT**

Rs. _____/- Paid Vide Cheque No Dtd. drawn on

Rs. _____/- Paid Vide Cheque No Dtd. drawn on

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Rs. _____/- Total Rs._____Only

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2. The Purchaser(s) has satisfied himself with the fair price of the said apartment and has agreed to pay the consideration herein below without any demur and raising any dispute over the same. The above-said agreed total consideration includes the cost of undivided share and interest in the land and the cost of construction of the said Apartment in the said proposed building .

3. The Purchaser(s) have paid the aforesaid amount as earnest money and agrees to provide and pay the remaining consideration to the Vendor as may be mutually agreed, or as aforesaid. The above said cost is exclusive of electric meter and allied charges, water meter charges, sale tax, work contract tax, turnover tax and/or any other Tax that may be leviable at the time of handing over possession. The Vendor shall issue the Receipts for the Payments so made by the Purchaser(s), which shall only be deemed to be the acknowledgement of the payment received by the Vendor in consonance with this agreement. Any demand in making three consecutive installments shall render this agreement null and void and cancelled.

The Purchaser No.1 is serving as a Judge (Chief Judicial Magistrate) under the control of The Honourable High Court of Bombay. Therefore the sale deed shall be made with the approval of the Honourable High Court of Bombay or within a period of 3 months. From the date of Agreement of Sale whichever is earlier.

4. That the Purchaser shall pay the aforesaid installments as stipulated hereinabove strictly on the stages as mentioned above. It is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)'s failure to pay any of the above installments on due dates. It is

specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to sell the said Apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchase and in such event so received by it and at it's discretion may return the amount within 3 (three) months of the cancellation after deducting therefore a fixed sum of Rs. 30,000/- (Rupees thirty thousand only) by way of liquidated damages without any interest. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the entire consideration at the time of possession irrespective of the fact that the execution of the Sale Deed.

5. The Possession of the property agreed to be delivered at the time of execution of sale-deed and/or after receipt of full agreed consideration .

6. THAT, THE PURCHASER(S) has/have verified and inspected all the relevant documents as to right, title and authority of the VENDOR and also the specifications, design plan etc. respecting the said property. He/She/They also has/have personally seen the said property and it has been measured in his/her/their presence. The PURCHASER(S) is/are fully satisfied with the right, title and authority of VENDOR as well as the condition, type and user and specifications of the said property and after being so satisfied, the PURCHASER(S) has agreed to purchase it. A copy of all documents including the specifications, design, plan etc. is furnished and handed over to the PURCHASER(S) and he/she acknowledges the same. Hereinafter, it shall not be open for the PURCHASER(S) to question the rights, title and/or authority of the VENDOR before any forum or to make any claim in respect thereof, nor shall PURCHASER(S) make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER(S) shall not be entitled to make any structural whether interior or external improvements, alterations, modifications or changes of any kind whatsoever, however, at the cost and risk of PURCHASER(S), the VENDOR/ VENDOR may permissible improvement, alterations etc. other than the specifications as the PURCHASER(S) may desire. The PURCHASER(S) understand, agree and confirm that Apartment/Flat/Flats/Apartments/Shops is as per his/her/their wishes and desires to the full satisfaction of PURCHASER(S) in all respects.

That the Areas as specified in the Schedule of Property are as per the measurements arrived at, however the same shall not affect the price of the apartment, as the structure is complete and the purchaser has personally verified all the areas to his satisfaction.

7. THAT, the PURCHASER(S) agree to become member(s) of an association of persons which will be formed by the Flats/Apartments/Shops owners of the said entire building and rules, regulations, bye-laws etc. of such an association, as to use and enjoyment of the Apartment/Flat and common facilities and other purposes shall be binding to the PURCHASER(S), more particularly as described in the Bye-Laws appended to the Deed of Declaration.

8. THAT, the PURCHASER(S) shall pay one time maintenance as per charge or demanded by apartment association.

9) THAT, THE PURCHASER(S) shall individually pay the Corporation Taxes and Cess etc. as may be levied by the Concerned Public Authorities upon the said Apartment/Flat and shall also pay the electricity and water charges regularly as per departmental bills.

10) That, the property in question shall be taken to be correctly described in the Schedule hereunder written and if any misstatement, error or omission shall be discovered, the same shall not annual this Sale, nor shall any compensation be allowed in respect thereof, but all the same such error or omission will always be subject to correction by the parties hereto.

11) That in case of any dispute being raised by the Purchaser(s) as to the area, workmanship or any other issue, and a letter to that effect shall construe itself to be a dispute raised and in such circumstances, the matter/dispute shall be referred to the Arbitration of M/s. A. Kumar and Associates, Advocates, 201, Laxmi Apartments, Civil Lines, Nagpur, which shall be final and binding on all the parties. The Arbitrator will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints regarding construction etc. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings. The original of this agreement shall remain with the Purchaser(s) and the photocopy thereof will be kept by the Vendor.

12) The Purchaser(s) agrees to bear the expenses on account of the preparation of this Agreement, sale deed, and Deed of Apartment and any other document with respect to the stamp duty, registration fees and other charges.

13). That , the Vendor has formulated the Code of Conduct for using the Flats//Commercial Premises to facilitate maintenances and upkeep in future and to avoid any dispute in future amongst the prospective purchasers, which is supplied and read by the Purchaser and the same shall be binding on the prospective purchasers, which is more particularly described in the Deed of Declaration, which is read and understood by the Purchasers and the contents thereof shall be binding on the Purchasers and the Purchaser(s) shall be entitled to only the rights conferred by the Deed of Declaration and not otherwise.

14) The Property hereby sold is part and parcel of various adjoining properties purchased by the Vendor (Developer) and the present project is Phase III of the said project and as such the

Developer shall amalgamate all the entire properties and as such the common facilities that may be provided shall be common for all the properties and if found feasible the maintenance shall also be charged and calculated jointly with the other owners of the adjoining properties and the purchaser shall not object to the same as the building is part of the entire project.

15) That for all matters not covered by this agreement, the provisions of Transfer of Property Act, shall be applicable. The Purchasers hereto have consented to all the changes in the flat to be made hereinafter in terms of Section 7 of the Maharashtra Apartment Ownership Act, 1963

16) That all the disputes arising out of this Agreement shall be settled in the Civil Court having jurisdiction at Nagpur.

**SCHEDULE-I**

(Description of Total property)

ALL THAT piece and parcel of Retainable land bearing Plot No. 17 to 20 , in Sanctioned Scheme of N.I.T. out of Khasra No.83/2,Mouza :Gorewada, Nagpur Tahsil and District Nagpur bearing City Survey No.237, Sheet No. 73, situated at Gorewada, Off North of Ring Road, Mankapur, Nagpur as per NIT sanction, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 61, Corporation House No. 1645/R/17,18,19,20; Ward No. 61;in Tahsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust bounded as under :

ON THE EAST : Plot nos.21
ON THE WEST : 6 mtr. Wide road
ON THE NORTH : 9.00 Mtr. Wide Road
ON THE SOUTH : Plot no. 7 to 13

**SCHEDULE -II**

(Description of Apartment hereby agreed to be sold)

**NANIK'S ASHTAVINAYAK BHAKTI-III**

The Flat No. _____ ('__' Type) is a _____ facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, One Bed Room along with One Master Bed Room with attach W.C and baths, Kitchen, Common W.C./Bath, along with sanctioned balcony areas i/e Covered Balcony _____ Sq. mtrs and _____Sq. Mtr. in common areas inclusive of stair case, lift, Entrance Lobby, Lobby /passage and other areas etc along with Double height terrace area of _____ Sq. Mtr. Carpet area is around _____ sq.mt including carpet area of Entrance lobby complete, on the _____ floor of the building together with undivided proportionate share of _____ % in land bounded as under

North : _ _ _ _ _ _ _ _ _
South : _ _ _ _ _ _ _ _ _
East : _ _ _ _ _ _ _ _ _
West : _ _ _ _ _ _ _ _ _

IN WITNESS WHEREOF, the parties hereto have set and subscribed there respective hands to this deed of Sale of Apartment at Nagpur in the presence of following attesting witnesses having understood all the contents herein in vernacular; signing as such on the day of 8th October 2019

WITNESS :

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**VENDOR (S)**

**1)** _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**2)** _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**PURCHASER(S)**