

MAHESHWARI INFRASTRUCTURE CO.
ADDRESS:- PLOT NO 112,113 SWAGAT NAGAR
SARVADNYA SOCIETY NEW NARSALA ROAD 440034

LETTER OF ALLOTMENT

Date:-

To,
[Applicant's name]

Sub: Allotment of Plot no. _____, in _____ [PROP: MAHESHWARI INFRASTRUCTURE CO.],
situated at Mauza Waigaon.

We thank you for your Application dated _____ bearing No. _____ ("Application Form")
addressed to MAHESHWARI INFRASTRUCTURE CO and for the payments required for the purpose of
allotment of your chosen Plot from the Project "INFINITY PARK". It is indeed our pleasure to inform you
that the Plot booked by you via the afore mentioned Application Form and provisionally allotted to you
is now being finalized subject to the terms and conditions as stated in the Application Form and
hereunder.

The details of the Applicant and the Unit allotted thereto are as under:

Name of Allottee (s)	PRIMARY APPLICANT'S FULL NAME
Address of Allottee (s)	Address Line 1
	Address Line 2
	Address Line 3
Email ID of Allottee (s)	
Plot No.	
Consideration Value	Rs. [Amount] /-

Maheshwari
INFRASTRUCTURE CO.
Warm Regards,
For VIJAY DEDMUTHE

Vijay Dedmuthé
PARTNER
(Authorized Signatory)

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made & executed on this ____ Day of DECEMBER, 2021, **BETWEEN :**

SHRI. _____, Aged about ____ Years, Occupation - BUSINESS, Resident of WAIGAON, Nagpur, Tahsil - Nagpur Gramin, District - NAGPUR, 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 his heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART. {PAN - _____}, {UID No.**

_____}

SHRI. _____, Aged about ____ Years,
Occupation - BUSINESS, Resident of WAIGAON, Nagpur, Tahsil - Nagpur
Gramin, District - NAGPUR, 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 his heirs, legal representatives,
executors, administrators, successors and assigns of the **ONE PART. {PAN -**
_____, **{UID No. _____}**

AND

SHRI./MRS. _____, Aged about ____
Years, Occupation - _____, Resident of _____,
Tahsil & District - NAGPUR, hereinafter called as 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
OTHER PART. {PAN - _____}, {UID No.
_____}

NOW THIS AGREEMENT TO SELL READS AS UNDER:

WHEREAS, ALL THAT piece and parcel of Land bearing
Khasra/Survey/Gut No. KH.NO 167/7, having an area of 1.13 Hectors
(OR 2.79 Acres), Rental Rs. 3.70 held in Bhogwatdar Class-1 Rights of
MOUZA - WELAHARISHCHANDRA, P.S.K. 42, including a Well, all kinds
Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all
other easementary rights appurtenant containing by admeasurement and
belonging thereto, situate at Village - WAIGAON in Tahsil - Nagpur (Rural)
and District - NAGPUR, belongs to Shri. Damodhar Natthuji Dhage, the
Vendor named hereinabove, as a recorded owner, being his
separate/ancestral property, having acquired the same by him by way of
Partition, hereinafter the said total and admeasuring 1.13 Hectors Out of
S.NO.284/1 will be termed shortly as the "**SAID LAND**" more particularly
described in Schedule "A" attached herewith forming part & parcel of this
Agreement. The Vendor further declares that above said land is his separate
property and hence no other person or persons than him has any right in the
above said land; AND

WHEREAS, the Vendor later on decided to develop the said entire land
bearing **Khasra/Survey/Gut No. 167/7**, having an area of 1.13 Hectors,
Rental Rs. 3.70 held in Bhogwatdar Class-1 Rights of **MOUZA -**

WELAHARISHCHANDRA, situated in Tahsil – Nagpur (Rural) and District – NAGPUR; AND

WHEREAS, now the said land comes within the jurisdiction of Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.) and accordingly the Shri. Damodhar Natthuji Dhage has submitted the entire papers along with the layout plan for sanctioning the same to the said Authority; AND

WHEREAS, thereafter, the Executive Engineer-1, Nagpur Metropolitan Regional Development Authority has tentatively sanctioned the layout on the said land by a Letter 4/6/2019 on the various terms and conditions. As per the said sanction demarked layout plan, there are total 30 Plots, having total area under layout plots is 11,500 Sq. Mtrs.; AND

WHEREAS, now for the cogent reasons and good causes the Vendor has decided to sale **Plot No. _____** out of the aforesaid layout to any interested buyer to utilise the Sale thereof in his best interest and for the benefits of its firm; AND

WHEREAS, the Purchaser being desirous of owning a plot in the above said lay-out had approached the Vendor and the Purchaser hereinabove named has satisfied himself/herself in respect of the Vendor's title to the said to the property as good, valid and marketable; AND

WHEREAS, the Purchaser being desirous of owning the said Plot No. _____ for his/her Residential Use in the aforesaid layout proposed to be sanctioned with heritable and transferable rights therein has approached the Vendor and expressed his/her desire and willingness to purchase the same and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Vendor upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. THAT, the Vendor will SELL and the Purchaser will BUY **ALL THAT** Piece and Parcel of land bearing **Plot No. _____**, containing by admeasurements **_____ Sq. Mtrs. (OR _____ Sq. Ft.)**, being a portion of the entire land bearing **Khasra/Survey/Gut No. 167/7 of MOUZA – WELAHARSIHCHANDRA**, having an area of 1.13 Hectors (OR 2.79 Acres), P.S.K. 42, situated at Village – WAIGAON in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described in the SCHEDULE hereunder written.

2. **THAT**, the total price agreed is of **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 in Cash & by various Cheques from time to time, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor from time to time till the date of registration of Sale Deed.

Rs. (RUPEES _____) ONLY
=====

THAT the Purchaser shall pay the respective installments as agreed to the Vendor strictly on the dates. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the above installments on due dates. In the event of such termination / cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Plot of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and after deducting an amount equal to 30% of the agreement amount by way of liquidated damages.

(3) **THAT**, the Plot of land hereby agreed to be sold shall free from encumbrances of all kinds whatsoever.

(4) **THAT**, the Vendor has agreed to provide the facilities/amenities to the said layout, as per the norms of N.M.R.D.A.

(5) **THAT** the Purchaser has satisfied herself/himself with respect to the Vendor title to the said property as good, valid and marketable and he/she has accepted the same without any further investigation.

(6) THAT the said property 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 Contract/Agreement nor shall any compensation be allowed in respect thereof to the purchaser, but all the same such mis-statement error or omission will always be subject to correction by the parties hereto.

(7) THAT the Vendor shall not deliver the actual possession of the said Plot to the Purchaser until the entire consideration, Legal Expenses including Stamp Duty and Registration Fees are paid by him/her in full to the Vendor.

(8) THAT the Purchaser shall individually pay all Grampanchayat Taxes and cesses, N.M.R.D.A Charges/Taxes, etc. as may be levied on the property agreed to be purchased by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

(9) THAT the Vendor shall deliver the actual possession of the said plot of land hereby agreed to be sold to the Purchaser or her/his nominees at the time of Registration of the Sale Deed. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land with heritable and transferable rights therein. The period for the registration of Sale Deed shall be within a period ____ Months from the date of this Agreement.

(10) THAT the Vendor hereby assure to the Purchaser that it shall provide the loan facility from bank for paying further/part amount of consideration if require by the Purchaser.

(11) THAT on obtaining a proper Sale Deed relating to the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser as absolute Owner thereof.

(12) THAT the purchaser shall pay the Non-Agricultural Assessments and all other dues whatsoever accruing payable in respect of her/his Plot of land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendor indemnified against such payments.

(13) THAT all expenses on account of preparation of all kinds of documents, including the cost of stamp Duty Registration Fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchaser.

(14) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot No. _____**, containing by admeasurements **_____ Sq. Mtrs. (OR _____ Sq. Ft.)**, being a portion of the entire land bearing **Khasra/Survey/Gut No. 167/7 of MOUZA – WELAHARSIHCHANDRA**, having an area of 1.13 Hectors (OR 2.79 Acres), P.S.K. 42, situated at situate at Village – WAIGAON in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded over as under :-

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

IN WITNESS WHEREOF the VENDOR and the PURCHASER herein above named have fully examined and read over this **AGREEMENT TO SALE** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1) _____

(_____)

VENDOR

(2) _____

(_____)

PURCHASER