ALLOTMENT LETTER

NAME :- _____

ADDRESS :- _____

_____

PAN :- _____

REFERENCE:- Your Application dated_____/_____/20____for allotment of Plot.

SUBJECT :- Allotment of **Plot No. ,** in the Lay-Out which is known as ***"Vasant Vihar"*** Along with____% undivided share and interest in Plot No.___, being portion of Mouza Wanadongri No.46, having City Survey No.100, situated at Hingana, Nagpur, Tahsil and District – Nagpur.

Dear Sir/Madam,

1. With reference to your allotment of the above said **Plot No._____, admeasuring Area _____ Sq. Mt.** in the layout which is known as **"Vasant Vihar"** along with ____% Undivided share and interest in the ALL THAT piece and parcel of _____ Plot No.__, admeasuring about ___ Sq. Mt. being portion of Mouza Wanadongri No.46, having City Survey No.100, situated at Hingana, Nagpur, Tahsil and District – Nagpur and upon you handing over to us a cheque bearing No. dated __/__/20__ drawn on _____bank , _____ branch towards the initial deposit, we acknowledge the receipt of the same.

2. It is agreed and understood that the allotment of the above said Plot is only provisional.

3. You have also agreed and confirmed that, you shall execute a written Agreement of Sale in respect of the said Plot subject to making payments of 10% (ten percent) of total value of the said Plot along with applicable VAT, Service Tax, Stamp Duty, Registration Charges, Local Body Tax, Goods and Services Tax, or any other Government Levy as may be levied from time to time.

4. You are aware that, we are entitled to develop and develop Plot as per the sanctioned plan of Nagar Parishad, Wanadongri.

5. We also explained to you that, the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the development of the said property is subject to amendment and changes at our sole direction and subject to final approval from concerning competent authorities with due respect to Real Estate (Regulation and Development) Act, 2016.

6. The total Consideration for the above said Plot is _____/- you hereby confirm the following schedule of Payment and shall make the payment accordingly in time. Time being essence of payment, in case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ SBI MCLR plus 2 % per annum on the due amount till the date of actual payment from due date of payment together with interest thereon.

i) _____=00 (Rupees_____only) shall be paid to the Promoter/Developer on or before execution of the Agreement.(not exceeding 10% of the total consideration)

ii) _____=00 (Rupees_____only) shall be paid to the Promoter/Developer after execution of the Agreement. (not exceeding 30% of the total consideration)

iii)_____=00 (Rupees_____only) shall be paid to the Promoter/Developer as a remaining balance amount total agreed sale consideration at the time of possession of the Apartment to the purchaser.

NOTE :-

A) The total above said amount excludes Cost mentioned in Clause No.9 & 10 below and taxes (consisting of Tax paid or payable by the Promoter/ Developer by way of Goods and Services Tax, Value Added Tax, Service Tax, Cess and any other Tax which may be levied in connection with development of and carrying out the project payable by the Promoter/ Developer) up to the date of handing over the possession of the above said Plot.

B) Without prejudice to the right of promoter to charge interest in terms of sub-clause 6 above on the Purchaser/ Allottee committing default in payment on due date of any amount due and payable by the Purchasers/ Allottee to the Promoter/Developer under this agreement (including his/her/ their proportionate share of Taxes levied by the concerned local authority and other outgoings) and on the purchaser /allottee committing three defaults of payment of installments, the Promoter/Developer shall at its own option may terminate this agreement.

7. You have inspected the approved plans and the Title documents of the Land however we are entitled to modify the plans as required by Nagar Parishad, Wanadongri subject to fulfillment of Real Estate (Regulation and Development) Act 2016.

8. You also confirm that until the time of the Agreement is executed, you shall not have any right title interest in respect of the said Plot and amount paid shall remain with us as non- interest bearing deposit.

9. You hereby also agree and confirm that, the amount of ____/-is payable over and above the cost of the plot/apartment towards maintenance charges for months whichshall be paid by you at the time of possession, the maintenance shall be applicable from the date of Occupancy Certificate or Possession.

10. you have agreed/confirmed that the amount of __/- is payable by you over and above the cost of said Plot towards Municipal taxes etc. which shall be paid as and when demand is made by Government on that behalf.

11. That, the transaction covered by this Agreement is understood to be a sole liable under the Goods and Services Tax, Value Added Tax, Service Tax, Cess. and any other Tax as per the existing regulation. That, the said taxes or any other Taxes that is liable to paid or any become liable to be paid in future under any statute Central to Sate shall be payable by the Purchaser only.

12. That, the extra work will be allowed only with the prior approval of management at extra cost as may be fixed from management from time to time .

13. That, you are requested to sign in confirmation of accepting the terms as mentioned herein above by subscribing your signature on this letter and copy of this letter.

Thanking You

(**Manoj Golawar)**
Promoter of Vasant Vihar

I /We agree and Confirm the same

_____

(_____)
PURCHASER/S

AGREEMENT TO SELL

VALUED AT Rs. 10,00,000/-

(Rupees Ten Lakhs Only)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____ Day of February, 2021, BETWEEN:

1) **Shri Manoj Vasant Golawar** Aged about _____ Yrs, Occupation – Business, **PAN : _____, AADHAAR NO. :**_____,
2) **Smt. Nisha Manoj Golawar** Aged about _____ Yrs, Occupation – Housewife, **PAN : _____, AADHAAR NO. :** _____, Both R/o _____ hereinafter called the **VENDOR/OWNERS,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR/OWNER,** as well as, their respective heirs, legal

representatives, executors, partners, administrators, successors and assigns etc. of the **FIRST PART.**

AND

SHRI _____**,** Aged about ____ Yrs, Occupation – Service, **PAN : _____, AADHAAR NO. :**_____, R/o _____. hereinafter referred to and 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 heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

WHEREAS, the aforesaid Vendors are the absolute and exclusive owner and in possession of ALL THAT Piece and parcel of land admeasuring 2.37 Hectares, Jama - Rs. 4.75, Khasra No. 100, situated at MOUZA – Wanadongri P.H No. 46, in Tahsil – Hingna and District – NAGPUR having purchased the same from **Smt. Renukabai Doma More** Vide sale deed dt 14/03/2001 at Sr.no. 702(CH), Sub-Registrar office Hingna, Dist. Nagpur and noted at addl. Book no. 1 at volume no. 208 on pages 162 to 169 at Sr.no. 681(ch).

WHEREAS That ALL THAT Non Agricultural land at Kh No. 100 about 2.90 H.R, (i.e 29,000 Sq.Mtr), Class 1, Jama Rs. 4.75, P.H No. 46, Mouza – Wanadongri, Tah – Hingna, Dist – Nagpur, originally belonged to **Smt. Renukabai Doma More** being her self acquired property by way of intestate Succession.

WHEREAS the aforesaid property was purchased by **Shri Manoj Vasant Golawar** and **Smt. Nisha Manoj Golawar** jointly vide Sale Deed dated 14/03/2001 at Sr.no. 702(CH), Sub-Registrar office Hingna, Dist. Nagpur and noted at addl. Book no. 1 at volume no. 208 on pages 162 to 169 at Sr.no. 681(ch) on even date and thus by the virtue of the above Sale Deed the said **Shri Manoj Vasant Golawar** and **Smt. Nisha Manoj Golawar** have become the absolute and lawful owner of the aforesaid Property.

WHEREAS later on the aforesaid total land got converted into Non Agricultural vide order of Dist. Collector vide order no 286/NAP-34/2003-2004 dated 13/04/2004. In case no. 1077 of 2004

WHEREAS subsequently the aforesaid owners carved a layout on the said total property admeasuring 2.90 hr. kh. No. 100 Mouza Wanadongri, Tahsil Hingna, Dist Nagpur and got the same sanctioned from Nagar Parishad Wanadongri vide its order no. 449 dated 26/11/2020

WHEREAS out of the aforesaid total land admeasuring about 2.90 HR., 0.53 HR. has gone to the Govt. share (MHADA) and remaining 2.37 HR. got carved as a residential layout and the said sanctioned residential layout got renumbered as Kh.no. 100/1 in the form of 86 plots of various sizes And

WHEREAS the aforesaid Purchaser hereinabove named has/have satisfied himself/herself/themselves in respect of Vendors title to the said property as good, valid and marketable

WHEREAS the purchaser being desirous of purchasing a plot on the basis of the sanctioned plan and has finalised **Plot No.** ___ admeasuring about _____ **Sq.Mtr** out of the said layout for an amount of **Rs. 10,00,000/- (Rupees Ten Lacs only) through the marketing agent on** the following terms and conditions.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES AS FOLLOWS:

1) That IN PURSUANCE OF THE SAID Agreement and in consideration of a total sum of **Rs**. **10,00,000/- (Rupees Ten Lacs only)** agreed to be paid by the Purchaser to the Vendor in the manner appearing herein below, the Vendor as the absolute and full Owner in possession thereof and more particularly described in the Schedule hereunder written, TO HOLD THE SAME TO AND UNTO THE PURCHASERS as the absolute and full Owners thereof forever, free from encumbrances of all kinds whatsoever and also free from payment of Agricultural cess and other charges.

MANNER OF PAYMENT:

Rs. 10,00,000/-	(Rupees Ten Lakh only) paid by the Purchaser to the vendor by way of Cheque No. _____ dated _____ payable at _____.
TOTAL Rs. 10,00,000/-	**(Rupees Ten Lakh only) paid by the Purchaser to the vendor**

2) That the Sale Deed shall be executed within 1 months from the date of this Agreement to Sell after purchaser paying the total sell consideration and Purchaser making available all the mandatory sanctions and permissions and also the vacant physical possession of the total property.
3) That time is the essence of this contract, the Purchaser shall pay the balance amount strictly on stages as mentioned above, failure to do shall result into cancellation of this Agreement to Sell.

4) That the Vendor does hereby covenant that they have good, valid and marketable title to the property hereby agreed to be sold and that they have full and absolute right and full authority to enter into an agreement to sale with the Purchaser relating to this property.

5) That Vendor does hereby covenant that the property hereby agreed to be sold is free from all encumbrances of all kinds, and they shall keep the Purchaser harmless and indemnified from or against any prior encumbrance, charges and equities whatsoever.

6) That the property hereby agreed to be conveyed is believed and shall be taken to be correctly described in the schedule hereunder written and shall be sold subject to the outgoing agreement, restrictions and right of the Vendor and others, and if any mis-statement, error or omission shall be discovered, the same shall be subject to correction thereto.

7) That it is also agreed between the parties after receipt of the total sale consideration from the Purchaser the Vendor shall immediately deliver vacant physical possession alongwith all original documents and possession letter to the Purchaser and shall execute the Sale Deed in the name of the Purchaser or to any person/firm/entity as nominated by the Purchaser in this regard.

8) That all expenses on account of preparation of this Agreement of Sale including the cost of stamp duty, registration fees and all other miscellaneous expenses in connection thereto, have been agreed to be borne and paid by the Purchaser.

SCHEDULE OF PROPERTY

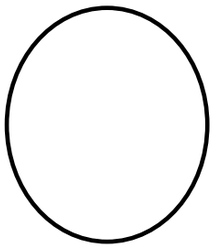
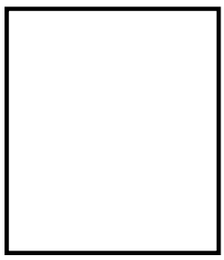
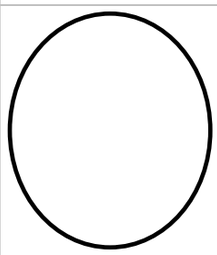
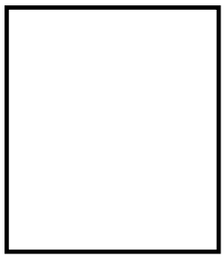
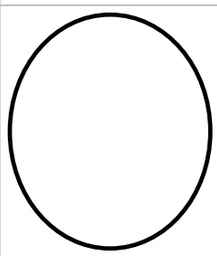
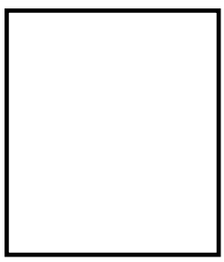
All that piece and parcel of **Plot No. 01** having dimension **9.00+9.95/2 Mtr**, i.e, total area **113.73 Sq.Mtr i.e 1224.18 Sq.ft.** in the sanctioned Non Agricultural Layout at **Khasra No. 100/1** admeasuring about **2.37 H.R** i.e Jama – Rs. 4.75, of **MOUZA – wanadongri** P.H No. 46, situated at Tah – Hingna and District – Nagpur and the said total land is bounded as under:

On the East	…	Plot no. 12
On The West	...	9 Meter road
On The North	...	Plot no. 2
On The South	…	Kh. No. 101, 102

IN WITNESS WHEREOF the Vendor & Purchaser hereinabove named have set their respective hands & signed this **DEED OF SALE** at Nagpur in presence of attesting witnesses signing as such on the day first above written.

Drafted by: Adv Ram A Joshi.

WITNESSES:

	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**MANOJ VASANT GOLAWAR** **VENDOR**
02			**NISHA MANOJ GOLAWAR** **VENDOR**
03			**PURCHASER**

WITNESSES :

(1) _____

(2) _____

