



Prestige Builder

Anaj Bazar, Itwari, Nagpur-440002.

Cell : 8888882545, 9822368883

Ref. No.

Date _____

DATE : 07 - 07 - 2021

ALLOTMENT LETTER

We are Pleased to inform you that we have allotted Flat No.
..... of “ PINNACLE ” to Mr. / Mrs.
..... Situated at Plot No. 30,
Municipal House No. 1546, Ward no. 23, City Survey No. 133, Sheet
no. 214, Old Bagadganj, Nagpur – 440008.

Place : Nagpur

Prestige Builders

Proprietor

PINNACLE APARTMENT

AGREEMENT TO SELL
OF APARTMENT No. _____ [3 BHK]

SALE CONSIDERATION Rs. _____/-
[RUPEES _____ ONLY]

[MAUZA : NAGPUR, Sheet No: 214, City Survey No 133,
Zone No.1.17/214, Page No.18, @ Rs. _____/-, M.V.= Rs. _____/-]

THIS AGREEMENT TO SELL OF APARTMENT is made on this _____ day
of _____ at Nagpur by and between :

01. KAPIL NANDKISHOR NATHANI, aged about 34 years,
Occupation : Business, [PAN- AEWPN6586J], [AADHAR-
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 _____ years,
Occupation: _____, [PAN- _____], [AADHAR-_____], &
03. _____, aged about _____ years,
Occupation: _____, [PAN- _____], [AADHAR-_____],
Both R/o. , Nagpur-440008,
hereinafter jointly known and referred to as the "PURCHASER" which term
shall unless repugnant to context or meaning there of 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 piece and
parcel of Leasehold land bearing N.I.T. Plot No.30, admeasuring 743.224 Sq.Mtrs.
[i.e. 8000 Sq.Fts.] with under construction building thereon, situated in C.R.S. Section-
III Scheme of N.I.T., Basti Precinct, Kh.No. 276 of Mauza: Nagpur, bearing City Survey

No. 133, Sheet No.214, Municipal House No.1546 (Index No. 23004025), Ward No.23(Zone No.8), Tah. & Dist.: Nagpur and more particularly described in the schedule hereunder written; AND

WHEREAS, originally the said plot was allotted by the Nagpur Improvement Trust to SHRI SANTDAS SADOROMAL CHAWALA by letter of Allotment in the year 1980 and executed a Lease of the said Plot for a term commencing from 01.04.1980 and ending on 31.03.2010 by Indenture of Lease dt.17.08.1987 registered with Joint Sub Registrar Nagpur City-I, at Book No.Add-1, Volume No.940 at Page Nos. 14 to 16 at Sr. No.4537 on 27.08.1987;AND

WHEREAS, SHRI SANTDAS SADOROMAL CHAWALA sold the said plot to M/s.Jhawar Developers, Nagpur by Registered Sale Deed dt. 14.06.2006 registered with Joint Sub Registrar Nagpur-8, at Book No.1, at Page Nos. 01 to 13 at Doc. Sr. No.3243/2006 on 14.06.2006 and accordingly firms name was mutated in all Government and Semi Government Records;AND

WHEREAS, on expiry of Lease period, The Nagpur Improvement Trust, Nagpur renewed the lease of the said Plot No 30 in favour of M/s. Jhawar Developers by Renewal of Indenture of Lease dt. 06.03.2013 for the term commencing from 01.04.2010 and ending on 31.03.2040 registered with Sub Registrar Nagpur-4 at Doc. Sr. No. 1539/2013, in Book No. 1, Page Nos. 01 to 20 on 11.03.2013;AND

WHEREAS, M/s. JHAWAR DEVELOPERS sold the said property to the VENDOR hereinabove by a registered Sale Deed dt.11.11.2020 registered with Sub Registrar Nagpur-4 at Doc.Sr. No.6191/2020, in Book No. 1, Page Nos.01 to 28 on 11.11.2020 and accordingly his name 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.30 by virtue of said SALE DEED Dt. 11.11.2020; 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 its Building Permit No._____ dt. _____;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 " PINNACLE APARTMENT"; AND

WHEREAS, the VENDOR also got a DEED OF DECLARATION dt._____ 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. _____ on dt. _____ 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. _____ (3 BHK) on the _____ FLOOR of the Building known as PINNACLE APARTMENT, admeasuring about _____ Sq.Mtrs. built-up + common covered puzzal parking area admeasuring _____ Sq.Mtrs. as per map, along with the variable undivided _____ % share & interest in the LEASE HOLD LAND BEING N.I.T. PLOT No.30, to which the VENDOR also agreed on the terms and conditions appearing herein below [Hereinafter in the present document the RESIDENTIAL APARTMENT No. _____ (3 BHK) on the _____ FLOOR of the Building known as PINNACLE APARTMENT, built-up admeasuring about _____ Sq.Mtrs. built-up + common covered puzzal parking area admeasuring _____ Sq.Mtrs., along with the variable undivided _____ % share & interest in LEASE HOLD LAND BEING N.I.T. PLOT No.30 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. _____ dt. _____ on the Plot No.30 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].

THAT the PURCHASER has paid a sum of Rs. _____/- [Rupees _____ only] upto the execution of this agreement to the VENDOR in the manner appearing hereinbelow AND shall pay the balance consideration of Rs. _____/- [Rupees _____ Only] on or before _____.

MANNER OF PAYMENT

AMOUNT	CH.No.	DATE	DRAWN ON
Rs.00,00,000=00		R.T.G.S.	
Rs.00,00,000=00		R.T.G.S.	
Rs.00,00,000=00		[Rupees Fifteen Lacs Only]	

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 and combined super builtup area of said apartments as per DOD is _____ Sq.Ft.
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 PINNACLE 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 No.30 commenced from 01.04.2010 and expired on 31.03.2040. 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 No.30 to be calculated on the basis of percentage of share in land or time to time decided by the Managing Committee of the PINNACLE 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 No.30 is not divisible by metes and bounds and for all times it shall remain joint with the VENDOR and the other co-owners there-of 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, the VENDOR shall have a right to display neon signs on the top or terrace of the building for advertisement of building name only and the purchaser has no objection for this display. The electrical supply of this display shall be from common three phase meter.
17. 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 _____ 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. _____ in Book No.01, page nos. 01 to ____ on _____. The Purchaser further agrees that she/he will always abide by provisions contained in said Deed and the Bye-Laws appended thereto.

18. 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.
19. 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 Institution 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

ALL THAT VARIABLE UNDIVIDED _____% SHARE AND INTEREST IN ALL THAT piece and parcel of Leasehold land bearing N.I.T. Plot No.30, admeasuring 743.224 Sq.Mtrs. [i.e. 8000 Sq.Fts..] with under construction building thereon, situated in C.R.S. Section-III Scheme of N.I.T., Basti Precinct, Kh.No. 276 of Mauza: Nagpur, bearing City Survey No. 133, Sheet No.214, Municipal House No.1546 (Index No. 23004025), Ward No.23(Zone No.8), Tah. & Dist: Nagpur and the said property is bounded as under:-

ON NORTH	:	ROAD.
ON SOUTH	:	ROAD.
ON EAST	:	PLOT No.29.
ON WEST	:	PLOT No.31.

TOGETHERWITH the entire R. C. C. structure comprising RESIDENTIAL APARTMENT No._____ (3 BHK) on the _____ FLOOR of the building standing thereon known and styled as "PINNACLE APARTMENT" covering a built-up area admeasuring about _____ Sq.Mtrs. + common covered puzzal parking area admeasuring _____ Sq.Mtrs. as per sanction map.

01/4

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

Drafted by : Adv. Pradeep Malli, Nagpur.

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

02.

03. [PURCHASER / PARTY No.02]

WITNESSES :

01.

02.