GENESIS
REALTECH PVT. LTD.

Proforma of Allotment Letter

To,

.....

.....

Subject: - Allotment of the plot....., measuring an area of .....
plot area, at Anjaneya Nagar-III.

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 Anjaneya Nagar-III, developed at the site Kh. No. 105/2, Mouza: Panjari Farm, Tah: Nagpur Gramin & Dist. 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.

GENESIS REALTECH PVT. LTD. NAGPUR

Yours faithfully)

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

(Sign by Purchaser)

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made on this _____ Day of _____, 2021 BETWEEN : **GENESIS REALTECH PRIVATE LIMITED,** a Company duly Incorporated under the Companies Act, 1956, having its Office at M-27, Second Floor, K.K. Business Plaza, Central Bazar Road, Ramdaspeth, Nagpur-440010, PAN AAGCG1533P and acting through its Authorised Director **SHRI. KUNTAL S/o ANIL ASHTANKAR,** Aged about 25 Years, Occupation – Business, PAN **BHIPA0682C**, AADHAR UID **5866 0601 4352**, Both Residents of Plot NO. F-813, Dandige Layout, Near RCF Office, Shankar Nagar, Nagpur-440010, Tahsil and District - NAGPUR, (Authorised vide Board Resolution dated 17-07-2020) hereinafter called the **"VENDOR / PROMOTER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"COMPANY" and its DIRECTORS,** as well as its liquidators, legal representatives, executors, administrators and assigns of the ONE PART.

AND

MRS./SHRI. _____, Aged _____ Years, Occupation – _____, Resident of _____ _____, 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 her/his heirs, legal representatives, administrators and assigns of the OTHER PART.

WHEREAS the Vendor hereinabovenamed is an exclusive, absolute and full owner and in possession of the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey/Gut No. 105/2, having an area of 1.50 Hectares (i.e. 3.706 Acres), Land Revenue Rs. 6.33 Yearly held in Occupancy Class-1 Rights of Mouza – PANJRI (Farm), P.S.K. 42, including all types of Trees, Shrubs, Right of Way, Pathway, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Farm), within the limits of the Grampanchayat Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described schedule hereunder written; AND

Contd. . .

WHEREAS ALL THAT Piece and Parcel of Agricultural Land bearing Khasra / Survey / Gut No. 105 of MOUZA – PANJRI (Farm), P.S.K. 42, having an area of 2.72 Hectares, held in Occupancy Class - 1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Farm), within the limits of the Grampanchayat – Panjri, in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Gangaram S/o Ganpat Nagrare and Smt. Anju W/o Bhagwan Shambarkar, being their separate property; AND

WHEREAS the aforesaid Shri. Gangaram Ganpat Nagrare and Smt. Anju Bhagwan Shambarkar lateron transferred/sold the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land having an area of 1.72 Hectares comprising Southern Portion of Khasra / Survey / Gut No. 105 of MOUZA – PANJRI (Farm), P.S.K. 42, having a total area of 2.72 Hectares, held in Occupancy Class -1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Farm), within the limits of the Grampanchayat - Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to M/s. Shree Durga Processor (B) Pvt. Ltd., Nagpur, by a Sale Deed Dated 26-05-2005, which is duly registered at the office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1296 on even date; AND

WHEREAS in the like manner the aforesaid Shri. Gangaram Ganpat Nagrare and Smt. Anju Bhagwan Shambarkar lateron transferred the remaining Northern Portion having an area of 1.00 Hectare of Khasra / Survey / Gut No. 105 of MOUZA – PANJRI (Farm), P.S.K. 42, by way of Sale to M/s. Shree Durga Processor (B) Pvt. Ltd., Nagpur, by a Sale Deed Dated 26-05-2005, which is duly registered at the office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1297 on even date; AND

WHEREAS as per land revenue record the Kh. No. 105 renumbered as Kh. No. 105/1 having an area of 1.22 Hectares and Kh. No. 105/2 having an area of 1.50 Hectares; AND

WHEREAS in the meantime the First Commercia Private Limited under the provision of the Companies Act, 1956 changed its name from Shree Durga Processors (B) Private Limited to First Commercia Private Limited and the Dy. Registrar, of Companies Maharashtra Mumbai has also approved the same and the new Certificate

of Incorporation was issued to the said First Commercia Private Limited on 25-04-2006; AND

WHEREAS the aforesaid First Commercia Private Limited (Formally known as M/s. Shree Durga Processor (B) Pvt. Ltd., Nagpur) later on transferred ALL THAT Piece and Parcel of Agricultural Land bearing Khasra / Survey / Gut No. 105/2 of MOUZA – PANJRI (Farm), P.S.K. 42, having a total area of 1.50 Hectares, held in Occupancy Class -1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Farm), within the limits of the Grampanchayat - Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to (i) Dr. Damodar Nandlal Agrawal, (ii) Shri Manoj Kashiprasad Chandgotia, (iii) Shri Harpreetsingh Satnamsingh Khanduja and (iv) M/s. Nirman Alliance, a Partnership Firm acting through its Partners – (a) Rupesh Mohit Shah HUF, (b) Shri Mukund Babanrao Deshmukh, (c) Shri Sameer Kamlakar Deshpande and (d) Shri Hemant S/o Vaidyanathan Iyer, jointly, by a Sale Deed Dated 15-04-2008, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 2144 on eveh date; AND

WHEREAS the aforesaid (i) Dr. Damodar Nandlal Agrawal, (ii) Shri Manoj Kashiprasad Chandgotia, (iii) Shri Harpreetsingh Satnamsingh Khanduja and (iv) M/s. Nirman Alliance, a Partnership Firm acting through its Partners – (a) Rupesh Mohit Shah HUF, (b) Shri Mukund Babanrao Deshmukh, (c) Shri Sameer Kamlakar Deshpande and (d) Shri Hemant S/o Vaidyanathan Iyer lateron jointly transferred the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey/Gut No. 105/2, having an area of 1.50 Hectares (i.e. 3.706 Acres), Land Revenue Rs. 6.33 Yearly held in Occupancy Class-1 Rights of Mouza – PANJRI (Farm), P.S.K. 42, including all types of Trees, Shrubs, Right of Way, Pathway, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Panjri (Farm), within the limits of the Grampanchayat Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to Genesis Realtech Private Limited, the Vendor named hereinabove, by a Sale Deed Dated 31-12-2020, which is duly registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 13739 on even date. As a result therefore the Vendor/Promoter hereinabovenamed has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its

name in all relevant records as also in the 7/12 Extract vide Ferfar Entry No. 3338 on 22-01-2021; AND.

WHEREAS the Vendor hereinabovenamed later on decided to develop the aforesaid land bearing Kh. No. 105/2 of MOUZA – PANJRI (Farm), into a layout by carving out various Plots of different sizes therein; AND

WHEREAS the Vendor prepared a Plan of the layout for the said Kh. No. 105/2 of MOUZA – PANJRI (Farm), P.S.K. 42 consisting of various Plots of different sizes therein; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning an independent Plot in the said Layout for her/his/their Residential Use with heritable and transferable rights therein later on approached the Vendor who supplied to the Purchaser with all relevant documents etc. and after perusal and satisfaction of all documents the Purchaser expressed her/his/their desire and willingness to purchase a **Residential Plot bearing No. _____**; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself/themselves in respect of the Vendor's title to the said property as good, valid and marketable and further inspected and satisfied as regards development provided to the said layout and also the specific terms and conditions for allotment; AND

WHEREAS considering her/his/their request and after detailed negotiations the Vendor has now agreed to sell **Residential Plot No. _____** out of **"_____"** 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 HEREBY AS FOLLOWS :-

(1) THAT the VENDOR will SELL and the PURCHASER will BUY ALL THAT Piece and Parcel of Residential Plot No. _____ containing by admeasurement _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) out of the sanctioned lay-out known as

"_____", being a part or portion of the entire land bearing Kh. No. 105/2 of MOUZA – PANJRI (Farm), P.S.K. 42, all situated at Village – Panjri (Farm), within the limits of the Grampanchayat Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is **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 by Cheque No. _____ dated _____ drawn on _____ _____, 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)

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THAT, the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates mentioned above. 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 cancelled immediately on the Purchaser's failure to pay the above installments on due dates. It is specifically understood by the Purchaser that no extension of time for payment of any of the installment shall granted to them by the Vendor. 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 also after deducting therefrom a fixed amount of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him, shall not be a ground for non payment of the installments on due stages.

(3) **THAT,** the Vendor hereby assure the Purchaser that the property hereby agreed to be sold is the separate and self acquired property belonging to it alone having purchased the same by it exclusively out of its own funds and that none except it has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) **THAT,** the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Taxes, Cesses and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendor upto the date of Registration of the Sale Deed or upto the date of possession, whichever is earlier.

(5) **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.

(6) **THAT,** the Vendor has reserved its right to revise the sanctioned plan subject to approval of the Nagpur Metropolitan Region Development Authority, Nagpur.

(7) **THAT,** the Vendor shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser or her/his/their nominee(s) in vacant condition at the time of Registration of the Sale Deed.

(8) **THAT,** the sale will be completed on or before _____ by the Vendor executing a Sale Deed in favour of the Purchaser or her/his/their nominee(s) and

the Purchaser paying the balance sale consideration to the Vendor in the manner stipulated in clause 2 above.

(9) **THAT** the Vendor has delivered all the relevant documents relating to the property hereby agreed to be sold to the Purchaser at the time of Sale Deed.

(10) **THAT,** the Purchaser, are fully aware that all the conditions, covenants, terms and undertakings as may be imposed by the Collector, Nagpur, Competent Local Authority, Urban Land Ceiling, Town Planning Department & other departments and by the decision as may be taken by the Government of Maharashtra regarding the said land shall always remain binding upon their successors-in-title. Similarly the Purchaser has agreed to pay the proportionate charges and expenses required for development of the said Lay-out, as and when demanded by the Vendor.

(11) **THAT,** the Vendor hereby further confirm and the Purchaser hereby accepts that the Public utility spaces will be the property of the Vendor and the same shall exclusively vest with them alone.

(12) **THAT,** it is specifically understood and agreed by the Purchaser that all the terms, conditions, covenants and undertakings as may be imposed by the Vendor, the Collector, Nagpur, Competent Local Authority, Town Planning Department and other Government/Semi-Government Departments shall always remain binding upon its successors-in-title.

(13) **THAT**, it is clearly agreed, understood and accepted by the Purchaser that Goods and Service Tax (GST) applicable on the instant transaction of sale is specifically agreed to be borne and paid by the Purchaser and in no circumstances Vendor shall be held liable for payment of such charges.

(14) **THAT,** the Purchaser shall be liable to pay all charges and deposits for obtaining Water and Electricity connection and meters in the proposed Plot to be purchased by the Purchaser. Other than this the development such as provision of electricity, water and roads of the layout will done by the Vendor.

(15) **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

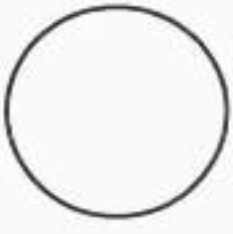
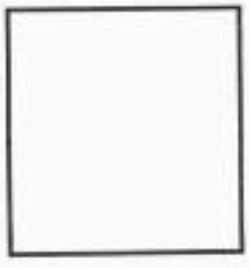
Lawyer's Fees as well as the proportionate expenses required for formation of Society have been agreed to be borne and paid by the Purchaser.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of Residential Plot No. _____ containing by admeasurement _____ Sq. Mtrs. (i.e. _____ Sq. Ft.) out of the sanctioned lay-out known as "_____", being a part or portion of the entire land bearing Kh. No. 105/2 of MOUZA – PANJRI (Farm), P.S.K. 42, all situated at Village – Panjri (Farm), within the limits of the Grampanchayat Panjri in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under –

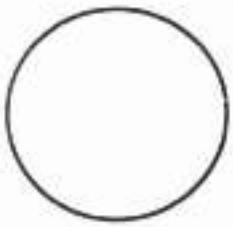
ON THE EAST	-	_____
ON THE WEST	-	_____
ON THE NORTH	-	_____
ON THE SOUTH	-	_____

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT TO SELL 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.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR GENESIS REALTECH PRIVATE LIMITED (KUNTAL ANIL ASHTANKAR) Authorised Director VENDOR

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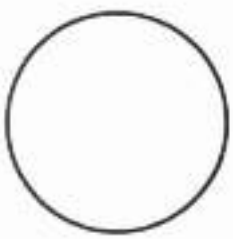


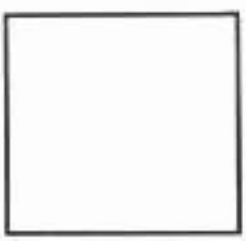


PURCHASER

WITNESSES :-

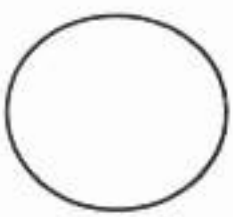
I





WITNESS NO. 1

II





WITNESS NO. 2