NAYAK BROTHERS

Address :- AMMA HOSPITAL SIRASPETH MATTIPURA NAGPUR – 440 009
MOB. NO. 9371101936

LETTER OF ALLOTMENT

Date:-

To,
[Applicant's name]

Sub: Allotment of PLOT NO. ____, in NEELKANTH NAGAR [PROMOTER :- **NAYAK BROTHERS (Through Partner Mr. NITESH NAYAK)**], situated at Mauza BAHADURA

We thank you for your Application dated _____ bearing No. _____ ("Application Form") addressed to MR. SURESH HINGE and for the payments required for the purpose of allotment of your chosen PLOT. It is indeed our pleasure to inform you that the PLOT booked by you via the aforementioned 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 Allotee (s)	PRIMARY APPLICANT'S FULLNAME
Address of Allottee (s)	Address Line 1
	Address Line 2
	Address Line 3
Email ID of Allottee (s)	
PLOT No.	
Consideration Value	Rs. [Amount] /-

Warm Regards,

For NAYAK BROTHERS

NAYAK BROTHERS

(Authorized Signatory) Proprietor

Mob. No. 9371101936

EMAIL ID :- nayakbrothers10@gmail.com

AGREEMENT TO SELL

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

NAYAK BROTHERS (THROUGH PARTNER MR. NITESH NAYAK), , Occupation – REAL ESTATE BUSINESS, Office at **R/o Amma Hospital Siraspeth Mattipura 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. 121/120/2, P.H.No. 35 ,** having an area of 349.30 SQ. MTRS, R Class-1 Rights of **MOUZA – BAHADURA**, 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 – BAHADURA in Tahsil – Nagpur (Rural) and District – NAGPUR, belongs to Shri. SURESH PURUSHOTTAM HINGE, 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 187 Hectors Out of Kh. No. 121/120/2 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 lateron decided to develop the said entire land bearing **Khasra/Survey/Gut No. 121/120/2 ,** having an area of 349.30 SQ. MTRS, R Class-1 Rights of **MOUZA – BAHADURA** in Tahsil – Nagpur (Rural) and District – NAGPUR; AND

WHEREAS, now the said land comes within the jurisdiction of Nagpur Mahanagar Pradesh Vikas Pradhikaran and accordingly the M/s. Nayak Brother through Partner Nitesh Nayak 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 08/11/2021 on the various terms and conditions. As per the said sanction demarked layout plan, there are total 39 PLOTS, having

total area under layout PLOTS is 9225.486 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 No120/121/2 ,** having an area of 9225.486 SQ. MTRS, R Class-1 Rights of **MOUZA – BAHADURA** 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

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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 **NAGPUR MAHANAGAR PRADESH VIKAS PRADHIKARAN**

(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 form 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. 143,144 ,** having an area of 9225.486 SQ. MTRS, R Class-1 Rights of **MOUZA – BAHADURA** in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded over as under :-

ON THE EAST	**-**	**BY KHASRA NO. 109/2-3**
ON THE WEST	**-**	**BY Remaining Portion of Khasra No. 121/1**
ON THE NORTH	**-**	**BY KHASRA NO. 121/1**
ON THE SOUTH	**-**	**BY KHASRA NO. 120/1&2**

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.

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WITNESSES :

(1) _____

(Mr. NITESH NAYAK)
(PARTNER)
VENDOR

(_____)
PURCHASER

(2) _____