

No:-SIPL/____

Date:- _____

ALLOTMENT LETTER

NAME:- _____

ADDRESS:- _____

PAN:- _____

REFERENCE: - Your Application dated /_____/2022 for allotment of Block.

SUBJECT : - Allotment of **Block No.** _____ ,on the _____ **Floor**, in the Hospital building which is known and styled as **“SANJEEVANI HOSPITAL”** along with _____ % Undivided share and interest in Leasehold plot Nos 245 and 246 in civil Station Expansion Scheme contained by admeasurements 497.77 Sq.Mts. or 5357.99 Sq.ft. and 497.495 sq.mtr or 5355.03 Sq.Fts respectively, jointly admeasuring about 995.265 sq.mtr. or 10713.03 Sq.ft. (as per city survey record area admeasuring about 991.6 sq.mtr), being portion of entire land bearing Khasra No. 30 in Ward No. 70 Municipal House No. 498 City Survey No. 951, sheet No. 19 of Mouza Gadga, Situated at Gokulpeth Layout precinct, Dharampeth Nagpur with in Tahsil and District Nagpur.

Dear Sir/ Madam,

1. With reference to allotment of the above said **Block No.** _____ , on the _____ **Floor**, admeasuring **Carpet Area Sq. Mt. and Balcony area admeasuring _____ Sq. Mt., (Open Balcony area _____ Sq. Mt.) and Terrace Area _____ Sq.Mt.** in the Multistoried Building which is known and styled as **“SANJEEVANI HOSPITAL”** along with _____ %Undivided share and interest in Leasehold plot Nos 245 and 246 in civil Station Expansion Scheme contained by admeasurements 497.77 Sq.Mts. or 5357.99 Sq.ft and 497.495 sq.mtr or 5355.03 Sq.Fts respectively, jointly admeasuring about 995.265 sq.mtr. or 10713.02 Sq.ft. (as per city survey record area admeasuring about 991.6 sq.mtr) being portion of entire land bearing Khasra No. 30 in Ward No. 70 Municipal House No. 498 City Survey No. 951, sheet No. 19 of Mouza-Gadga, Situated at Gokulpeth Layout precinct, Dharampeth Nagpur with in Tehsil 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 Block is only provisional.
3. You have also agreed and confirmed that, you shall execute a written Agreement of Sale in respect of the said Block subject to making payments of 10% (ten percent) of total value of the said Apartment 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 construct Building as per the sanctioned building plan of Nagpur Municipal Corporation, Nagpur.
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 Block is Rs. _____/- you hereby confirms 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 herein 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) Rs. _____/- (_____ Rupees only) shall be paid to the Promoter/Developer on or before execution of the Agreement. (not exceeding 10% of the total consideration)
 - ii) Rs. _____/- (_____ Rupees only) shall be paid to the Promoter/Developer after execution of the Agreement. (not exceeding 30% of the total consideration)

- iii) Rs. _____/- (_____Rupees only) shall be paid to the Promoter/Developer on completion of plinth of the building. (not exceeding 45% of the total consideration)
- iv) Rs. _____/- (_____Rupees only) shall be paid proportionately to the Promoter/Developer on completion each floor slab i.e. 1 to 4th floor of the building. (not exceeding 70% of the total consideration)
- v) Rs. _____/- (_____Rupees only) shall be paid to the Promoter/Developer on completion of Wall, internal plaster, Flooring doors and windows of the said Block. (not exceeding 75 % of the total consideration)
- vi) Rs. _____/- (_____Rupees only) shall be paid to the Promoter/Developer on completion of sanitary fittings, Staircases, Lift Wells, lobbies upto the floor level of the said Block. (not exceeding 80 % of the total consideration)
- vii) Rs. _____/- (_____Rupees only) shall be paid to the Promoter/Developer on completion of external plumbing and external plaster elevation, of the building. (not exceeding 85 % of the total consideration)
- viii) Rs. _____/- (_____Rupees only) shall be paid to the Promoter/Developer on completion of the Lift water pumps, electrical fittings of the building. (not exceeding 95 % of the total consideration)
- ix) Rs. _____/- (_____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 Block 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, Cess and any other Tax which may be levied in connection with construction of and

carrying out the project payable by the Promoter/ Developer) up to the date of handing over the possession of the above said Block.

- 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 instalments, 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 Nagpur Municipal Corporation or Nagpur Improvement Trust, Nagpur subject to fulfilment 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 Block and amount paid shall remain with us as non-interest bearing deposit.
- 9.** You hereby also agree and confirm that, the amount of Rs. _____/- is payable over and above the cost of the Block towards maintenance charges for months which shall 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 Rs. _____/- is payable by you over and above the cost of said Block towards Water, Electricity and Legal Fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non-refundable.
- 11.** That, the transaction covered by this Agreement is understood to be a sole liable under the Goods and Services 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 State 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 kindly note that, alteration of the windows, grills external elevation and facade is strictly not allowed.
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.
14. That, the carpet area shall include the door jams an RCC columns offset however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall no object to such difference orbe entitled to any remuneration for such difference in carpet area of the above said Block.

Thanking You.

(_____)

**DIRECTOR OF
SHRADHA INFRAPROJECTS LTD.**

I /We agree and confirm the same

(_____)

PURCHASER/s

**AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)**

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____ Day of _____
BETWEEN **SHRADHA INFRAPROJECTS LIMITED**, {PAN : AABCS9753Q} a Company
incorporated under the provisions of the Companies Act, 1956, having (CIN :
L45200MH1997PLC110971) having its Office at Shradha House, Near Shri Mohini Complex,
Kingsway, Block No.F/8, Nagpur - 440001, acting through its Authorised Signatory **Mr.**
_____, (UID : _____), aged about: _____, Occupation:
Professional, hereinafter referred to and called as **"THE VENDOR"** which expression shall
unless repugnant to the context or meaning thereof always mean and include the SELLER as
well as its Directors, Shareholders, legal representatives, executors, administrators, successors
and assigns of **THE SECOND PART**.

AND

Shri/Smt....., Aged about Years,
Occupation....., Income Tax Permanent Account No., Aadhar Unique Identity
No , Resident of Plot No, Pin Code No....., Tahsil and District
- NAGPUR hereinafter called the **"PURCHASER/S"**, which expression shall unless repugnant to
the context or meaning thereof, always mean and include the said **"PURCHASER/S"**, as well as,
her/his/their heirs, legal representatives, executors, administrators, successors and assigns of
the **SECOND PART**.

AND WHEREAS the **VENDOR** is the sole and exclusive owner of the piece and parcel of Nagpur
Improvement Trust Leasehold Plot Nos. 245 and 245 in Civil Station Expansion Scheme
containing by admeasurements 497.77 Sq.Mt. or 5357.99 Sq.Ft. and 497.495 Sq.mtr. or 5355.03
Sq.Fts. respectively, jointly admeasuring about 995.265 Sq.Mtr. Or 10,713.02 Sq.Fts. (as per city
survey record area admeasuring about 991.6 sq.mtr), along with pacca construction
admeasuring about 5500 Sq.fts, consisting of main residential building as well as ancillary
blocks, being portion of entire land bearing khasra No.30 in Ward No. 70 Municipal House No.
498 City Survey No. 951, Sheet No. 19 of Mouza Gadga, situated at Gokulpeth Layout Precinct,

Dharampeth, Nagpur, with in Tahsil and District Nagpur and more particulars described in the Schedule hereunder written.

AND WHEREAS originally Nagpur Improvement Trust allotted the said plot No. 245 to Shri Damodar Vithalram Parkhani and executed the lease deed of the said plot by indenture of lease dated 13th August 1949 for a term commencing from 1st day april 1948 and ending on 31st day of March 1978 registered with sub registrar Nagpur, at book no. Add-I vol No.116 at pages 21 to 24 at sr. no. 563 dt 13.08.1949, and on the expiry of the said lease period the same is renewed for further term commencing from 1st day April of 1978 and ending on 31st day of March 2038 registered with sub registered Nagpur I, vide registration no. 21434/2008 dated 09-04-2008 in favour of Rajeshwar S/o Kantilal Parkhani, due to death of Shri Damodar Vithalram Parkhani on 12-08-1980.

AND WHEREAS originally Nagpur Improvement Trust allotted the said Plot No. 246 to Shri Damoda Vithalram Parkhani and executed a Lease Deed of the said land by Indenture of Lease for a term commencing from 22.07.1949 and ending on 31.03.1980 registered with Sub Register, Nagpur No.1 at Book No. Add-I, Vol No.229 at Pages 160 to 162 at Sr. No. 253 date 24-02-1977 and on the expiry of the said lease period the same is renewed for further term of 30 years commencing from 1st day of April 1980 and ending on 31st day of March 2010 registered with sub registrar Nagpur No.1, vide registration no. 2357/2008 dated 07/04/2008 in favour of Rajeshwar S/o Kantilal Parkhani, due to death of Shri Damodar Vithalram Parkhani on 12-08-1980 and again on the expiry of the said lease period the same is renewed for further term of 30 years commencing from 1st day of April 2010 and ending on 31st day of March 2040 registered with sub registrar Nagpur No.1 vide registration No. 7445/2011 dated 15-01-2011 in favour of Rajeshwar S/o Kantilal Parkhani.

AND WHEREAS Shri Damodar Vithalram Parkhani expired on Dt. 12.08.1980 and during his life time he executed will dt. 15.06.1980 in respect of aforesaid properties in favour of Shri Rajeshwar Kantilal Parkhani and the same was confirmed by virtue of order of Hon'ble District Delegate at Allipore vide case No. 418/1983 dt. 19.08.1989 granted letter of administration in favour of Shri Rajeshwar Kantilal Parkhani and hence Shri Rajeshwar Kantilalji Parkhani has became the sole and exclusive owner of the above said plots after the death of Shri Damodar withalram Parkhani and name of Shri Rajeshwar S/o Kantilal Parkhani is mutated in all revenue records as the owner of said property.

AND WHEREAS the Rajeshwar S/o Kantilal Parkhani had applied to Nagpur Muncipal Corporation for amalgamation of Nagpur Improvement Trust Leasehold plot Nos 245 and 245 in civil Station Expansion Scheme contained by admeasurements 497.77 Sq.Mts. or 5357.99

Sq.fts and 497.495 sq.mtr or 5355.03 Sq.Fts respectively, jointly admeasuring about 995.265 sq.mtr. or 10.713.02 Sq.fts. (as per city survey record area admeasuring about 991.6 sq.mtr) being portion of entire land bearing Khasra No. 30 in Ward No. 70 Municipal House No. 498 City Survey No. 951, sheet No. 19 of Mouza Gadga, Situated at Gokulpeth Layout precinct, Dharampeth Nagpur with in Tehsil and District Nagpur, and the same is approved vide Nagpur Improvement Trust letter no. 405 dated 12-01-2010 and Nagpur Municipal Corporation of Letter No. amalgamation 12 dated 21-09-2011.

AND WHEREAS Rajeshwar S/o Kantilal Parkhani had sold this property to Shradha Infraprojects Nagpur pvt. Ltd by way of sale deed registered with Sub Registrar Nagpur -1, at sr. No. 7749/2011 at book volume no. 1 on dated 24/11/2011.

AND WHEREAS Shradha Infraprojects Nagpur pvt. Ltd mutated its name in city survey record and also as per company incorporation certificate the company has changed its name Shradha Infraprojects Ltd on dated 26/11/2021.

AND WHEREAS Shradha Infraprojects Nagpur pvt. Ltd got order of conservancy lane from Nagpur Improvement Trust for area admeasurement of 95.896 sq.mtr. And Shradha Infraprojects Nagpur pvt. Ltd has executed lease deed of conservancy lane registered with Sub Registrar Nagpur-1 vide book volume 1 at sr.no.5662/2012. Lease deed will expire on 09/07/2042.

AND WHEREAS the owner had got building plan sanction from assistant engineer Nagpur Improvement Trust Vide Building Permit No. 760/2290 dated 29-10-1954 and constructed a home property on the said land.

AND WHEREAS the owner had got revised building plan sanctioned for purpose of Hospital building from Assistant Director Town planning Department Nagpur, Nagpur Municipal Corporation vide building permit no. 171/BP/Gadga/TP/NMC/33. Owner has constructed building of Hospital name as Basement + Ground + 7 floors.

AND WHEREAS Seller has decided to sell the floors to the purchaser AND utilize the sale proceeds thereof for the best interest of himself.

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/ Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Hospital Floor.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1. THAT, the aforesaid Project consists of a Hospital Building on the said Project Land and to be known and styled as "**SANJEEVANI HOSPITAL**" consists of 1 (ONE) independent and separate Hospital Building consists of the Basement + Ground+ 7 Upper Floors in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor/ Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Hospital Floor of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

NOW THEREFORE THIS AGREEMENT TO SALE WITNESSTH FOLLOWS:

1. The Purchaser hereby agrees to purchase from the Vendor/ Promoter and the Vendor/ Promoter hereby agrees to sell to the Purchaser **Floor No. __ having carpet area admeasuring __ Sq. Meters on __ Floor**, (hereinafter referred to as "the Hospital Floor") as shown in the Floor plan that in consideration total Sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser to the Vendor, which seller do hereby acknowledge, the seller as the absolute owner does, hereby unequivocally and absolutely transfer, convey, abandon, assign and surrender all his right, title and interest in all that piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 245 and 245 in Civil Station Expansion Scheme containing by admeasurements 497.770 Sq.Mt or 5337.99 Sq.Ft. and 497.495 Sq.Mtr. or 10713.02 Sq.Fts. bearing Khasra No.19, of Mouza Gadga, Situated at Gokulpeth Layout Precinct, Dharampeth, Nagpur with in Tehsil and District Nagpur More specifically mentioned in the Schedule to hold the same to and to the purchaser as absolute owner thereof from all encumbrance charges etc. whatsoever.

SCHEDULE OF PAYMENT

Rs. _____ (Rupees _____ Only) Paid by Purchaser to
Vendor/Seller By Ch No. _____ on Bank Ltd. Nagpur

2. The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/ Promoter by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor/ Promoter) up to the date of handing over the possession of the said Hospital Floor. The Purchaser specifically agrees to pay to the Vendor/ Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor/ Promoter indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each instalment.
3. The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor/ Promoter and to credit the same in the appropriate account of Income Tax Department.
4. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor/ Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/ Promoter shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
5. THAT the Vendor/ Promoter shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Hospital Floor with any other Engineer, Architect, Building Contractor or Advisory Agency and such

contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor/ Promoter.

6. THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor/ Promoter, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.
7. THAT, the Vendor/ Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Hospital Building is complete and the Occupancy Certificate is granted by the Competent Authority. However, it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
8. The Purchaser do hereby authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust her/his payments in any manner.
9. THAT, the Vendor/ Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been

imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Hospital Floor to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Hospital Floor.

10. THAT it is understood by the Purchaser that the Vendor/ Promoter shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/ Promoter shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor/ Promoter.
11. The terrace space adjacent to the Hospital Floor shall belong exclusively to the respective Purchaser of the Hospital Floor and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendor/ Vendor/ Promoter or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

SCHEDULE – ABOVE REFERRED TO Description of the PROPERTY

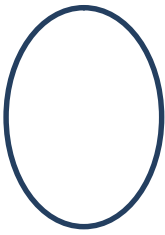
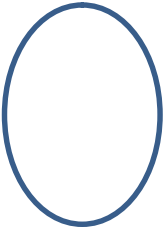
ALL THAT Piece and Parcel of **Floor No. ____ having carpet area admeasuring ____ Sq. Meters on ____ Floor**, (hereinafter referred to as "the Hospital Floor") as shown in the Floor plan that in consideration total Sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser to the Vendor, which seller do hereby acknowledge, the seller as the absolute owner does, hereby unequivocally and absolutely transfer, convey, abandon, assign and surrender all his right, title and interest in all that piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 245 and 246 in Civil Station Expansion Scheme containing by admeasurements 497.770 Sq.Mt or 5337.99 Sq.Ft. and 497.495 Sq.Mtr. or 10713.02 Sq.Fts. bearing Khasra No.19, of Mouza Gadga, Situated at Gokulpeth Layout Precinct, Dharampeth, Nagpur with in Tehsil and District Nagpur and bounded as under:

ON THE EAST - PLOT NO. 247

ON THE WEST - PLOT NO. 244

ON THE NORTH - ROAD

ON THE SOUTH - CONSERVANCY LANE

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01.			_____ SHRADHA INFRAPROJECTS LIMITED, acting through its Authorised Signatory Mrs. MRAGNA ANUNAY GUPTA "THE VENDOR"
02.			(_____) PURCHASER
WITNESSES: (1) _____ (2) _____			