

M/S PRATEEK INFRASTRUCTURES

Office : 635 Ramkrishna Bhawan, Nagjibhai Town, Netaji Market, Sitabuldi,
Nagpur-440012

Email : prateekinfra29@gmail.com M. No. 96235 43399

Allotment Letter

Date:_____

To,
Customer Name

Dear Sir,

This is to confirm that, you have been **allotted Plot No. _____**, in our Project
Named **Prateek Naidu Residential Park** Situated at Kh. No. 32 (New) Kh. No.
98/2 (Old), P H No. 6 (A). Mouza Nildoh, Taluka Hingana, District Nagpur.

This letter confirms the allotment of **Plot No. _____** In "**Prateek Naidu
Residential Park**".

Yours Faithfully

**For, Prateek Naidu Residential Park
Authorized Signatory**

SALE DEED

(Consideration Rs. _____)
(Market Value as per ready Recknor Rs. _____. vide item No. _____)

This Deed of Sale made at Nagpur on this ____ day of _____, 2021 BETWEEN, **SHRI VIJAY S/O PRABHAKARRAO NAIDU**, acting as proprietor of **M/S PRATEEK INFRASTRUCTURES**, having developed the layout more popularly known as **PRATEEK NAIDU RESEDENTIAL PARK**, Aged About 58 years, Occ. Business, R/o- 635, Shriramkrishna Bhawan, Nagjibhai Town, Netaji Market, Sitabuldi, Nagpur-440012, (PAN-AAMPN1325K) (Aadhar No.796877828686), hereinafter called and referred to as 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, successors, executors, administrators and assigns etc.) **OF THE FIRST PART.**

AND

SHRI. _____ **S/o** _____, Aged About ____ years, Occ. _____, R/o- _____, Nagpur-440012, (PAN- _____) (Adhar No. _____), hereinafter called and referred to 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 and her heirs, legal representatives, successors, executors, administrators and assigns etc.) **OF THE SECOND PART.**

WHEREAS the land bearing Kh.No.32 (New), old Kh.No.98/2, Admn.1.05 H.R., P.H.No.6 (A), Mauza Nildoh, Tq. Hingna, Dist. Nagpur, was formerly owned by Smt. Laheji Wd/o Babulal Waghmare and Bhakru S/o Kachru Waghmare, both R/o Kamptee which they had purchased from Laxman S/o Jagan Nandgave in the year 1959

and their names were recorded in the record of rights of the said land and also mutated in the 7/12 extract of the said land as owners thereof.

AND WHEREAS Smt. Laheji Wd/o Babulal Waghmare and Bhakru S/o Kachru Waghmare filed their return under section 6 (1) of the Urban Land Ceiling and Regulation Act, in respect of their aforesaid properties and the property which they were owning at Kamptee, with the competent authority under the said Act and finally the competent authority had passed the order on 25.02.1982 under Section 8 (1) of the said Act in ULC case No. 2372/76 and declared 8814.19 Sq.Mts. land as surplus land.

AND WHEREAS said Smt. Laheji Wd/o Babulal Waghmare was expired and having no legal heirs, the said land continued in the name of Shri. Bhakru S/o Kachru Waghmare and he became the exclusive owner of the aforesaid land.

AND WHEREAS in the said ULC case No.2372/76, declaration under section 10 (1) has been issued by the competent authority and the land owners had not applied for exemption under Section 20 and 21 of the said Act, the land Admn.1.05 H.R. bearing Kh.No.32, Mauza-Nildoh, Tq. Hingna continued in the name of Shri. Bhakru S/o Kachru Waghmare with the adverse entry in the 7/12 Extract that the said land has been declared surplus.

AND WHEREAS said Shri. Bhakru S/o Kachru Waghmare has sold the said land, of which original KH.No.98/2, to Shir. Janardan S/o Bajirao Dhawle vide sale deed dated 12.01.1990 which was registered under Sr.No.287/90 on 12/01/1990 with the Joint Sub-Registrar, Nagpur (City), and therefore, Janardan S/o Bajirao Dhawle became the sole owner of the said land.

AND WHEREAS Shri. Janardan S/o Bajirao Dhawle had sold the aforesaid land to Smt. Mamta W/o Rajendra Suryawanshi vide sale deed dated 18.06.1993 and the said sale deed had been registered under Sr.No.3516 on 18.06.1993 with the Joint Sub-Registrar Nagpur-11 and accordingly the aforesaid land had been mutated in the name of Smt. Mamta W/o Rajendra Suryawanshi with the Revenue Record and she became the absolute owner of the aforesaid land.

AND WHEREAS the aforesaid land was hit by the provisions of ULC Act, resultantly a entry in the remarks column of the 7/12 extract has appeared declaring that land Adm. 8814.19 Sq. Mtrs as surplus out of the land bearing Kh. No. 32, Adm. 1.05 HR, Mauja Nildoh, Tq. Hingna, Dist. Nagpur.

AND WHEREAS upon making representation by the aforesaid landlady with the Competent Authority under the ULC Act, pointing out that the possession of aforesaid land has not been taken by the competent authority prior to 29.11.2007 when the said Act was repealed, the proceedings under the said Act need to be revoked and considering the facts and provisions of law, the entry in the remarks column in 7/12 extract of the aforesaid land has been deleted by the Collector and the Competent Authority under the Act vide order dated 09.06.2020 and having informed to the Tahsildar Hingna by the competent authority on 09.06.2020 that aforesaid adverse entry from the 7/12 extract be deleted and issue a fresh 7/12 extract showing that the aforesaid land is free from the clutches of ULC Act, as a result the aforesaid landlady was legally entitled to deal with the aforesaid land in any manner as owner thereof.

AND WHEREAS the landlady has obtained the SANAD dated 20.01.2021 from the Collector Nagpur concerning to the aforesaid land, whereby the Collector, Nagpur has permitted the aforesaid

landlady to use 10492.561 Sq. Mtrs. land for residential use out of the aforesaid land with certain terms and conditions and accordingly the landlady having complied with the terms and conditions of the SANAD dated 20.01.2021 executed by and between the aforesaid landlady and the Collector Nagpur, has proceeded further and obtained the development permission from the NMRDA vide development permission dated 31.03.2021 and preferred to carry out the development work of the aforesaid land on her own.

AND WHEREAS the aforesaid landlady has executed a development agreement dated 19.05.2021 with the Nagpur Metropolitan Region Development Authority (NMRDA) and accordingly the NMRDA has approved the development plan in respect of the aforesaid land which is the part and parcel of the development agreement dated 19.05.2021, whereby the landlady is legally capable to transfer and convey a individual plot of land.

AND WHEREAS Smt. Mamta W/o Rajendra Suryawanshi being a lawful owner of the aforesaid land and as described in the Schedule - I hereunder and legally competent to deal, has sold the aforesaid land to the vendor vide sale deed dated _____ registered under Sr. No. _____ with the Jt. Sub-Registrar Hingna on _____.

AND WHEREAS the aforesaid land has been mutated in the name of the Vendor with Revenue Record as the Tahsildar Hingna has mutated the aforesaid land in his name, the Vendor being the lawful owner is legally competent to deal with the aforesaid land in any manner.

AND WHEREAS the vendor has fully developed the aforesaid land in terms of SANAD dated 20.01.2021, the development permission dated 31.03.2021 and the development agreement dated 19.05.2021 made between the NMRDA and the vendor.

AND WHEREAS the vendor has obtained the Release Letter No. _____ dated _____ from the NMRDA which permits the vendor to convey and alienate the plot of land bearing No. _____, Adm. _____, out of the land bearing Kh. No. 32 (New), old Kh No. 98/2, Adm. 1.05 H.R, P.H No.6 (A), Mauja Nildoh, Tq. Hingna, Dist. Nagpur.

AND WHEREAS the purchaser having come to know that the vendor has developed the aforesaid land and intends to sell the plot of land bearing No. _____, Adm. _____, has contacted the vendor and having negotiations and due deliberations, the vendor has agreed to sell the plot of land bearing No. _____, and more particularly described in the Schedule - II hereunder to purchaser for a valuable consideration of Rs. _____/- (Rs. _____ Only) and the purchaser has also agreed to buy the aforesaid land for the total consideration of Rs _____/-).

AND WHEREAS the purchaser having paid the entire consideration to the vendor, the vendor is executing this deed of sale:-

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS
UNDER :-**

- 1) That in pursuance of the oral agreement and having received the entire consideration of Rs. _____ (_____) from the purchaser/s in the manner described hereunder and the receipt thereof is hereby acknowledge by the vendor, the vendor hereby transfer, convey, surrender and abandon in favour of the purchaser/s all his ownership rights in the plot of land bearing No.____, Adm. _____ Sq. Mtrs., and more particularly described in Schedule – II hereunder and delineated in red in the map annexed herewith and out of the Layout more popularly known as **PRATEEK NAIDU RESEDENTIAL PARK**, and developed at the land as described in Schedule – I hereunder to hold the same to and

unto the purchaser/s forever and free from all encumbrances, charges, liens, demands, claims and attachments.

MANNER OF PAYMENT

That the vendor has received the amount of Rs. _____
(_____) in the following manner.

- i) _____
- ii) _____
- iii) _____
- iv) _____

and on the date of execution and registration of the sale deed.

- 2)** That the vendor hereby covenants with the purchaser/s that he/she is the exclusive, rightful owner of the aforesaid plot of land which is hereby conveyed and no other person or persons have any right, title or interest, right of easement, succession or inheritance in or about the aforesaid plot of land and he/she alone is competent to convey and transfer the said plot of land to the purchaser/s.
- 3)** The vendor hereby confirm that the aforesaid plot of land is free from encumbrances and the title derived by the vendor from his predecessors in title, therefore, the vendor is legally competent to deal with the said plot of land.
- 4)** That in the event of discovery of any liabilities against the aforesaid plot of land, vendor hereby undertakes to clear the said liabilities.
- 5)** That the vendor has paid the NA assessment charges in terms of the SANAD dated 20.01.2021 made between the vendor and Collector Nagpur over the aforesaid plot of land till execution

of this sale deed, however, it is the sole responsibility of the purchaser to pay the annual NA assessment charges to the authority directly in proportionate to the area of the plot of land which is the subject matter of this sale deed.

- 6)** That upon execution and registration of this sale deed by the vendor to the purchaser, vendor has delivered vacant and peaceful possession of the aforesaid plot of land to the purchaser/s.
- 7)** The vendor specifically clarified that no dues are outstanding against the aforesaid plot of land in respect of NMRDA, Grampanchayat Nildoh and any other Government authorities till the date of registration of the sale deed & in the event of discovery of any dues subsequently, the same shall be cleared by the vendor without loss of time.
- 8)** That the vendor has complied with the terms and conditions as stipulated in the Development Agreement dated 19.05.2021 made between NMRDA and the vendor.
- 9)** That the purchaser/s shall construct a building after getting the building plan sanctioned from the NMRDA in accordance with the applicable zoning regulations and development control and promotional regulations.
- 10)** That the purchaser shall obtain NOC (No Objection Certificate) from the vendor (PRATEEK INFRASTRUCTOR) when the purchaser intends to transfer and convey the aforesaid plot of land, even if the house is constructed thereon.
- 11)** That the purchaser shall not use any space/land beyond the area purchased by him/her and as described in Schedule –II hereunder.
- 12)** That the vendor shall sign any application for mutation of the aforesaid plot of land, with the Grampanchayat Nildoh,

hereby sold in the name of the purchaser/s and give all other co-operation that may be necessary for the aforesaid purpose.

- 13)** That the plot of land hereby sold is believed and shall be taken to be correctly described to the Schedule - II hereunder written and if any misstatement, error or omission shall be discovered, the same shall not annel this sale, nor shall any compensation be allowed/paid in respect thereof to the purchaser but all the same such misstatement, error or omission will always be subject to the correction by the parties hereto.
- 14)** That in all other respect not specifically provided herein, the relations between the parties shall be governed by the provisions of Transfer of Property Act, 1882.
- 15)** That the stamp duty, registration charges and legal expenses including counsel's fees for preparation of this Deed of Sale, the same has been borne and paid by the purchaser.

SCHEDULE OF PROPERTY

SCHEDULE - I

All that piece and parcel of land bearing Kh.No.32 (New) Old Kh.No.98/2, Admn.1.05 H.R., P.H.No.6 (A), Mauza-Nildoh, Tq. Hingna, Dist. Nagpur and bounded as follows :-

- On or towards the North :-** Agricultural land of Shankar Talke
On or towards the South :- Agricultural land of Kisan Khairkar
On or towards the East :- Agricultural land of Ashok Bhivapurkar
On or towards the West :- Agricultural land of Lahanabai Bhalave

SCHEDULE - II

All that piece and parcel of the plot of land bearing No. __, Adm. _____ Sq. Mtrs. out of the land as described in Schedule – I hereinabove and out of the layout more popularly known as **PRATEEK NAIDU RESEDENTIAL PARK** and as shown in the Layout Plan duly approved by the NMRDA on 19.05.2021 with the following dimensions and bounded as follows :-

Dimensions:-

East-West :-

North-South :-

And bounded as follows :-

On or towards the North :-

On or towards the South :-

On or towards the East :-

On or towards the West :-

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands signed on this Deed of Sale on __th day of _____ 2021 at Nagpur in presence of the attesting witnesses signing as such.

DRAFTED BY :- _____

SIGNED AND DELIVERED BY THE
withinnamed **“VENDOR”**

Vijay S/o Prabhakar Rao Naidu

Proprietor of M/s Prateek Infrastructure

R/o Nagpur, in the presence of :-

**SIGNED AND DELIVERED BY THE withinnamed
“PURCHASER”**

R/o Nagpur, in the presence of :-

1) _____

2)_____