

### ALLOTMENT LETTER

This is to certify that Flat No. .... on ..... floor having Carpet Area..... sq.mt., Built Up area ..... Sq.mt. and Super Built up area .....Sqmt. and Undivided share of land .....% i.e. .... Sq.mt. with Common Covered Parking on Ground Floor in " **DREAM HEIGHTS-2** " **carved out of Plot no 45 & 50 Total Area 557.40 sq.mt.** being a portion of entire land bearing **Khasra no. 300 (Old sr. No. 221/1kh, 222/2kh, 223/3kh)** of **Mouza Warud**, within the limits of GramPanchyat " has been allotted to Shri ..... . He had paid Rs. ..../- Rupees ..... only towards booking and Cost of above flat is Rs. ..../- Rupees ..... only

This allotment is provisional and subject to the payment of agreed sale consideration.

Thanking you.

Yours faithfully

(Stamps Rs. .... /- )

AGREEMENT FOR SALE Rs. ..../-

TOTAL AMOUNT Rs. ..../-

(As per Govt Valuation Mouja **Warud**, Sr.No. **New 300 (Old sr. No. 221/1kh, 222/2kh, 223/3kh)** Div. 15 Resi.Rate Rs. 17000/- per sq.mt. B/U area 68.908 Sq.mt. Super B/U area 92.053 Sq.mt. & Common Covered Parking Total Rs. 15,65,000 /-

THIS DEED OF AGREEMENT IS MADE AT WARDHA ON THIS ----  
TH DAY OF ----- 2017 .

BETWEEN

**Mr.....**, aged about ..... years, Occupation  
- Service, R/o. .... Tah. & Dist.  
Wardha.442001.**Pan No. ....**

Hereinafter referred to as "**Purchaser**", which expression shall  
unless repugnant to the context or meaning thereof includes his heirs,  
assigns, executors, administrators .... **PART OF THE ONE PART**

AND

**Mrs. Indira Jambuwanttrao Gotekar**, aged about 62 years,  
occupation - Housewife, resident of Mhada Colony, Sewagram. Tah. and  
district Wardha, 442001 **acting through their legal power of attorney**  
: **Shri Pankaj Jambuwanttrao Gotekar** , aged about 35 years, R/o.  
Mhada Colony, Sewagram , Tah. & Dist. Wardha . 442102 .

Hereinafter referred to as OWNER / PARTY NO. 2 which expression  
shall unless repugnant to the context or meaning thereof always mean  
and include the said PARTY NO. 2/ OWNERS, their legal heirs,  
representatives, executors & assignees etc. of the **SECOND PART**.

AND

**D H INFRASTRUCTURES** (Pan No. AANFD1354R) a  
partnership firm having its office at Shop No. 3, , Near Sewagram  
General Stores, Ward No.3, Medical Square, Sewagram. Tah. and  
Dist. Wardha, acting through the Partners- **1.Shri Pankaj**  
**Jambuwanttrao Gotekar** , aged about 35 years, R/o. Mhada  
Colony, Sewagram , Tah. & Dist. Wardha . 442102 and **2. Shri**  
**Mahesh Vijaysingh Baghel** , aged about 34 years, R/o. Ugale  
Layout , Sewagara , Tah. & Dist. Wardha . 442102 , hereinafter called  
as the **BUILDER/CONSENTOR** or **PARTY No. 3** (which expression unless  
repugnant to the context or meaning thereof shall always mean and include the  
said Developer as well as their heirs, successors, legal representatives, execu-  
tors, administrators and assigns) the party of the **THIRD PART**.

prospective purchasers and to enter into agreements with them to sell the undivided share and interest in the abovesaid plots proportionate to the construction area and Built Up area of the Superstructure of the units to be acquired by them,

AND WHEREAS, the Purchaser is interested in acquiring Residential Apartment / **Flat No. .... on ..... floor** admeasuring about **Built up area 68.908 sq.mt. & Super Builtup Area 92.053 sq.mt. & Common Covered Parking " DREAM HEIGHTS-2 " at Warud, and Undivided share 10.30 % i.e. 57.42 sq.mt. in Plot No. 45 & 50 Total Area 557.40 sq.mt.** being a portion of entire land bearing **Khasra no. 300 (Old sr. No. 221/1kh, 222/2kh, 223/3kh) of Mouza Warud,** in Tahsil and District Wardha Tahsil, District Wardha , witin the limts of Grampanchayat Warud. Super Built Up Area in the abovesaid building, alongwith proportionate Undivided Share and Interest in Plot of Land with the Consentor, and the cost of Apartment is decided at **Rs. .... /-(Rupees ..... only)**

**NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES** and it is hereby agreed by and between the parties as under:

1. That the Vendors and Consentor shall sell and the Purchaser shall purchase Residential **Flat No. .... on ..... floor** admeasuring about **Built up area 68.908 sq.mt. & Super Builtup Area 92.053 sq.mt. & Common Covered Parking " DREAM HEIGHTS-2 " at Warud, and Undivided share 10.30 % i.e. 57.42 sq.mt. in Plot No. 45 & 50 Total Area 557.40 sq.mt.** being a portion of entire land bearing **Khasra no. 300 (Old sr. No. 221/1kh, 222/2kh, 223/3kh) of Mouza Warud,** in Tahsil and District Wardha Tahsil, District Wardha , witin the limts of Grampanchayat Warud. more specifically and elaborately described in the schedule of Property hereunder for a consideration of **Rs. .... /-(Rupees ..... only)**

2. That the Schedule of Payment is as under:

**PAYMENT SCHEDULE**

Upto the time of Agreement to Sale:

Mode of payment :

Rs ..... /- Rupees ..... only  
paid to **D H INFRASTRUCTURES**

PARTY NO. 3 by cheque No..... dt.  
..... drawn on Central Bank of India

Remaining amount **Rs. ..../- Rupees ..... only** To be paid by the purchaser to the Owner upto the time of possession or sale deed as per shedule shown below:

|                        |   |              |
|------------------------|---|--------------|
| Plinth level           | : | Rs. 360000/- |
| Parking Slab           | : | Rs. 330000/- |
| First Floor Slab       | : | Rs. 300000/- |
| Second Floor Slab      | : | Rs. 300000/- |
| Third Floor Slab       | : | Rs. 300000/- |
| Fourth Floor Slab      | : | Rs. 200000/- |
| Brick Work and Plaster | : | Rs. 55000/-  |
| Possession             | : | Rs. 55000/-  |

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**Rs. ..../- Rupees ..... only**  
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Total Consideration **Rs. ..../- Rupees ..... only)**

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

**Note:** i) Expenses towards stmp duty , registration of sale deed, documentation and those for M.S.E.B. meter and common water meter are additional.

ii) Any additions /Charges in specification are chargeble at market rates.

iii) Sales Tax, Turn Over Tax , Value Added Tax, Service Tax, etc. as applicable shall be born by Purchaser.

3. That the time is essence of Contract and In case Purchaser failed to pay the amount of Installments as stated above, then the Consentors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by the Purchaser to the Consenters till date of cancellation minimum Rs. 50,000/- shall be forfeited to the Consentors, after giving full opportunity of making payment for a period of one month from the due date to the Purchaser and balance 90 % will be refunded to him by Installments on re-allotment of the said Unit to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consenter fails to pay the amount within that period it will be subject to penalty at 6 % per annum till the date of payment or refund to the purchaser. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchaser are not refundable.

4. That without prejudice to the Consentor's other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid

within the stipulated period, Purchaser shall be liable to pay penalty at the rate of 2 % per month on the overdue amount from the date of default till that amount is paid.

5. That the Purchaser shall not be entitled to assign or mortgage their rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Consenter till they have been delivered possession after making full and final payment alongwith incidental payments, if any, to the Consenter and a conveyance has been executed in his favour. For intermittent transfers a Transfer Fee of 10 % of the amount paid by the Purchaser minimum Rs. 50,000/- per Unit would be charged subject to approval of the Nominated person by the Consenter.

6. That the Vendors/Consentors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors/Consentors shall indemnify the Purchaser for any loss that may be caused to them due to any defect in his title.

7. That the Vendor/Consentors undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible. The tentative date of Sale deed & Possession is **30.03.2019.**

8. That the Purchaser has seen the Sanctioned Plan and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.

9. That the Purchaser further covenants that after the sale deed is executed, they shall be solely responsible and liable for payment of separate Local Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on their share in the property. If the Purchaser fails to execute the sale deed within the stipulated period or within the time notified by the Consenter for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.

10. That the Purchaser further undertake to give their maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the purchaser fails to take the possession within the stipulated period, the maintenance charges on their Apartment will become payable from the date notified for possession and it will be recovered at the time of possession.

11. That the Purchaser has to pay common divided share for electricity net-

work, and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement and other allied work etc. to the Consentors.

12. That the Purchaser shall not prosecute any trade or business in the apartment which is illegal or which may damage the buildings or diminish the value of the surrounding apartments including the apartment booked by Party No. 2. The Party No. 2 is prohibited from setting up (1) Liquor Shop (2) Workshop (3) Meat or Similar Shop (4) Shop for Scrap Material Sale in the Complex. The Purchasers should not stack any material or goods outside the premises of their Apartment.

13. That in case the Purchaser desires to terminate this agreement, they may do so, by giving one months notice in writing to the Consenter and in that case only 90 % of the amount paid till that date shall be refunded by installments on re-allotment of said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consenter fails to pay the amount within the stipulated period, it will carry 6 % interest per annum from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser shall be forfeited and are not refundable.

14. That it is agreed by and between the parties that the breach of any of the Condition contained in this agreement, the agreement shall automatically comes to an end ISPO FACTO, and no notice shall be required to be given to Purchasers for cancellation of their Apartment. The amount paid by the Purchaser so far will be refunded after deducting there from 10 % of the total Cost of Apartment.

15. That the Purchaser has to pay VAT levied by the State Government at applicable rate of the total value of Apartment and Service Tax levied by the Central Government at the applicable rate of the total value of the Apartment.

16. That the Vendor/Consenter hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land stand revised as per revised building plan sanctioned by the Authority. The Vendor/Consenter reserve right to utilize the same and the Purchaser shall not obstruct the Vendor/Consenter in consuming the FSI.

17. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vests with the Consenter. However the Consenter shall share the common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vests with the Consenter.

18. That the Vendor/Consentor are contemplating to revise the sanction plan in due course and the percentage of undivided land attributed to Purchasers Apartment shall stand revised as per revised plan. The Purchaser extends his consent to revise the sanction plan.
19. That the Purchaser agree to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor/Consentor.
20. That the Vendor/Consentor have reserved their right to revise the Sanctioned Plan. It is agreed that the Purchaser extends his consent to revise the Sanction Plan.
21. That the Vendor/Consenter agrees to execute Sale Deed in favour of Purchaser or any other person nominated by the Purchaser subject to the consent of Vendor/Consentor.
22. That if there is any defect in Construction, the Purchaser shall intimate the same within 6 months from the date of possession/handing over of building whichever is earlier. After 6 months, the Consenter shall not be responsible for the same.
23. That the Building is standing on the frame structure foundation, Columns, Beams etc. The Purchaser is prohibited to disturb foundations, Columns, Beams, External Elevation, and other Common Installation while carrying interiors or otherwise.
24. The Purchaser will be joint owner along with other apartment unit's owner as Party no 1 is purchasing or purchased the undivided share and interest in the same plot of land.
25. It is agreed that the party no. 1 shall no devide the common areas and facilities , No Unit holder can be sistrub the other unit's holder right to utilize common area i.e. passage, parking & side margin space of building etc. and nobody can be claim this common utilities only fo hi/her personal use.
26. If the purchaser desire to carry out extra work , changes in specification, before the execution Party No. 2 and purchaser will decide the amount for that and it will be the part of this agreement. Purchaser will be responsible to pay the amount before or after completion of work or before possession as decided. For work extended or changes in sepcifications than the original agreement and amount decided in both the parties should be signed on a separate sheet which shall be treated a part of original agreement and amout decided in both the parties should be signed on a separate sheet which shall be treated a part of original agreement.
27. If there is any change in norms and rules of sale deed then as rules and regulation execution of Sale deed or Transfer of Flat will be activated.
28. All the expenses for execution and Registration Stamp Duty, Registration

Fee and Professional Charges for Agreement to Sale, Sale Deed/ Apartment Deed etc. are to be borne and paid by the Purchasers.

DOD No.WRD2-584-2017

**SCHEDULE " A"**

**DESCRIPTION OF THE PROPERTY**

ALL THAT piece and parcel of Land **Undivided share 10.30 %** i.e. **57.42 sq.mt. in Plot no 45 & 50 Total Area 557.40 sq.mt.** being a portion of entire land bearing **Khasra no. 300 (Old sr. No. 221/1kh, 222/2kh, 223/3kh)** of **Mouza Warud**, in Tahsil and District Wardha within the limits of Gram Panchayat **Warud** and bounded as under.

|                 |   |                           |
|-----------------|---|---------------------------|
| On the East by  | - | Plot No. 44 & 51          |
| On the West by  | - | Plot No.46 & 49           |
| On the North by | - | 7.62 Mt. wide Layout Road |
| On the south by | - | 7.62 Mt. wide Layout Road |

**SCHEDULE " B"**

**DESCRIPTION OF THE PROPERTY**

ALL THAT piece and parcel of **Flat No..... on ..... floor** admeasuring about **Built up area 68.908 sq.mt. & Super Builtup Area 92.053 sq.mt. & Common Covered Parking " DREAM HEIGHTS-2 "** at **Mouza Warud**, in Tahsil and District Wardha within the limits of Gram Panchayat **Warud** and has secured a map for the construction of residential Appartment on the said plot duly sanctioned from Grampanchayat Warud.  
and **Flat bounded** as under -

ON THE EAST :

ON THE WEST :

ON THE NORTH :

ON THE SOUTH :

In witness whereof the Parties to this Deed have put their signatures at Wardha on the day abovewritten in the presence of two attesting witnesses.

... 9 ...

**Land Owner of the First part  
acting through their legal Power of attorney**

\_\_\_\_\_  
**(Shri Pankaj Jambuwantao Gotekar)**

**PURCHASER :**

\_\_\_\_\_  
**( Mr ..... )**

**CONSENTORS/BUILDER/PARTY No. 3**

**D H INFRASTRUCTURES**

**acting through partners**

1. \_\_\_\_\_

**(Shri Pankaj Jambuwantao Gotekar)**

2. \_\_\_\_\_

**( Shri Mahesh Vijaysingh Baghel )**

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_