KRISHNA REALTOR'S

Rohera Arcade, Shop No. 6, Ground Floor,
Ajni Square, Wardha Road, Nagpur.
☎ : 0712-6559433

Ref.

Date _____

Sub: - ALLOTMENT LETTER

Dear Sir,

This is to confirm that to _____,
Aged about _____ years, Resident of _____,
is hereby allotted **FLAT NO.** _____ on _____ **Floor** in our Building named and styled as "**KRISHNA PRIDE**" situated on the **Plot No. 1** admeasuring about **2234.247 Sq. mtrs.** Mouza – Hingna, Tahsil – Hingna, District:- Nagpur.

We further confirm that the Built up area of **FLAT NO.** _____,
on _____ **Floor** admeasuring about _____ **Sq. m** and the total cost comes to **Rs.** _____ /- **(RUPEES** _____ **ONLY.)**
This is your kind in formation.

Thanking you,

NOTE : Allotment subjected to payment terms and conditions.

Yours truly,

For M/S Krishna Realtors

KRISHNA REALTORS NAGPUR

Authorized Signatory.

AGREEMENT TO SALE

MARKET VALUE RS. _____/-

(RUPEES TWELVE LAC FORTY THOUSAND ONLY)

SALE PRICE FOR RS. _____/-

(RUPEES ELEVEN LAC FIFTY ONE THOUSAND ONLY)

THE AGREEMENT OF SALE AND BUILDING CONSTRUCTION is made on this day of _____ of _____ Month **2017.**

BETWEEN

1. **M/S KRISHNA REALTORS** a Partnership Firm registered under the Indian Partnership Act, 1932, **PAN AAMFK3495P** and having its registered office at Shop No. 6, Ground Floor, Rohera Arcade, Ajni Square, Wardha Road, Nagpur through its Partners (1) Shri Parag Pandurang Urade, Aged 46 years, Occupation-Business, R/o. 221, Tukdoji Nagar, Nagpur–440024, (2) Shri Sanjay Vishwanath Bele, Aged 45 years, Occupation – Business, R/o. 401, Krishna Residency, Shyam Nagar, Near Reliance Fresh, Somalwada, Nagpur – 440015 (3) Shri Anil Ramdasji Palkar, Aged 44 Years, Occupation – Business, R/o. Ward No.6, Wanadongri, Tah Hingna & Dist. Nagpur–441110 (4) Shri Purushottam Hiraman Dakhale, Aged 54 Years, Occupation – Business, R/o. Ward No.2, Wanadongri, Tah Hingna & Dist. NAGPUR – 441110, acting through their Power of Attorney holder (1) Shri Parag S/O. Pandurang Urade, (2) Shri Sanjay S/o. Vishwanath Bele. herein-after referred to & called as the **"OWNER/ DEVELOPER"**, which term and expression shall, unless repugnant to the context or meaning thereof, always mean and include the said firm, his legal heirs, representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

2. **SHRI.** _____ Aged about: _____ years, Occupation:- _____, PAN NO. _____ **R/o.** _____.

Hereinafter known and referred to as the **"PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the said firm, his legal heirs, representatives, executors, members, successor and assigns of the **SECOND PART.**

M/S. Krishna Realtors, acting through their partners 1.Shri. Parag Pandurang Urade, 2.Shri. Sanjay Vishwanath Bele, 3. Shri Anil Ramdasji Palkar, 4. Shri Purushottam Hiraman Dakhale had purchased the land from 1.Shri. Purushottam Keshaorao Deshmukh 2. Smt. Sindhutai Mahadeo Dhale 3. Smt. Trupti mangeshrao dhale 4. Ku. Ekta Sarangdhar Deshmukh 5. Smt. Shakuntalabai sarangdhar dheshmukh 6. Smt. Rekhabai uddhao deshmukh 7. Shri. Utpal uddhao deshmukh 8. Ku. Yugal uddhao deshmukh by way of registered sale deed dated 7/09/2012 registered at sub-Registrar vide registration no. 3977/2012.

WHEREAS later on **M/S. KRISHNA REALTORS,** acting through partners, Shri Parag Pandurang Urade & 3 others nominated their constitute, empower, authorize and appoint their partners Shri Parag Pandurang Urade & Shri. Sanjay Vishwanath Bele as their lawfully attorney by way of registered General power of attorney dated 10/09/2012 registered at sub-Registrar Hingna vide registration no. 3996/2012.

WHEREAS the above named Owners are the joint and absolute possession with all heritable and transferable rights therein of ALL THAT piece & parcel of land **admeasuring 1.30 Hectares** being the **SOUTHERN PORTION** and the undivided share of the entire land bearing **Kh. No.140/1-A, admeasuring 2.35 Hectares of Mouza – HINGNA.**

That the said land at Kh. No. 140/1-A was specified for Residential purpose in the sanctioned Regional Development plan of Nagpur. So the Owners converted the above mentioned land to Non Agricultural use on dated 02/06/2014 by order of Collector by letter no. 378/N.A.P.-34/2012-2013.

That the Owners submitted layout plan for Kh. no.140/1-A to Chairman, Nagpur Improvement Trust. The Chairman, Sanctioned the layout plan at Kh. no. 140/1-A. Mouza Hingna, Tah. Hingna, Dis. Nagpur on dated 20/05/2014.

That the owners with a view to develop the plot no. 1 in the land bearing Kh. no.140/1-A into flats get the proposed plans to be constructed at Kh. no.140/1-A Mouza, Hingna, District Nagpur sanctioned by Nagar Panchayat Hingna vide Building Permit No. BPA/00039/2016–2017 dated 10/10/2016 as per Govt Direction issued from Town planning Office bearing no. TPAS/813/3200/ Case no. 520/13/NV/13 dated 03/01/2015.

That for the purpose of registration of Agreements, Sale deeds, Agreement to Sale, Mortgage deed, Cancellation deed, Correction deed for the valid transfer of undivided share & registration of Deed of Declaration of the above property **M/s KRISHNA REALTORS** through their original constitute power of attorney holder Shri. Parag Urade & Shri Sanjay Bele. partners nominated their Attorney Mr. Rahul B. Shinde. Aged about 32 yrs Occupation: Service. R/o Mahal, Nagpur and such execution of this document shall only after signing by the original constitute power of attorney holder Shri. Parag Urade & Shri Sanjay Bele and the said Attorney had been duly executed & registered at Sr.No.4906/2016 on dt. 09/12/2016.

The present owner acting through presentation Power of Attorney with a view to develop the land into multifamily residential flats executed & registered "Deed of Declaration" on piece & parcel of land described above under section of Maharashtra Apartment Ownership Act 1970 which is registered at Sr. No. 4913/2016 Dt. 09/12/2016. A Deed of correction thereto is also registered at the office of the joint sub registrar, hingna. At serial no. 2687/2017 dated 27/06/2017.

A Deed Of Correction Thereto is also Registered at the office of the Joint Sub Registrar, Hingna at Serial No. 2687/2017 on 27/06/2017.

WHEREAS the **PURCHASER** herein above approached to the **OWNER / DEVELOPER** for the purchase of an Residential **Flat No.** _____ at **Building –** ___ on ___ **Floor** for their residential purpose admeasuring about _____ **Built up Area** situated on the plot no. 1 admeasuring **2234.247 Sq. mtrs** Mouza Hingna and the purchaser has agreed to pay the cost of construction along with the price for undivided share _____ **%** in land relatable to the built up area of the said Residential Flat to the DEVELOPERS, AND;

WHEREAS the OWNER/DEVELOPERS agreed to sell Residential **Flat No.** _____ at **Building –** on ___ **Floor** to the purchaser admeasuring _____ **Built up Area** along with undivided proportionate share in land for the total consideration of **Rs.** _____/- **(RUPEES** _____ **ONLY)** agreeing inter-alias that they will execute a SALE-DEED relating to the said Residential **Flat No.** _____ on ___ **Floor** in favour of the PURCHASER on receipt of full and final consideration agreed hereunder this agreement.

AND WHEREAS, the PURCHASER agreed to purchase the said Residential Flat from the OWNER / DEVELOPERS here-in above for the said consideration.

AND WHEREAS, it has become now necessary to reduce in to writing the terms and conditions of sale of Residential **Flat No.** _____ in KRISHNA PRIDE agreed to between the parties.

WE, the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of sale of apartment agreed to between us which are as under:

1. **THAT** the Owner / Developer will sell and the Purchaser will buy **Flat No.** at **Building –** ___ on ___ **Floor** built on plot no. 1 all that super structure admeasuring _____ **Built up Area** in **"KRISHNA PRIDE"** to be constructed in plot No. 1 admeasuring **2234.247 Sq. mtrs** Mouza – Hingna, Tah. – Hingna, Dist. – Nagpur more particularly described in the schedule hereunder written.

2. **THAT** the TOTAL price agreed is **Rs.** _____/-
(RUPEES _____ **ONLY)**

The PURCHASER has paid an amount of **Rs.** _____/-
(RUPEES _____ **ONLY)** Paid by Purchaser
vide **Cheque No.** _____ on dated _____.

The PURCHASER has paid an amount of **Rs.** _____/-
(RUPEES _____ **ONLY)** Paid by Purchaser vide
Cheque No. _____ on dated _____.

And the balance amount of **Rs.** _____/-
(RUPEES _____ **ONLY)**
is to be paid by PURCHASER to the SELLER.

MANNER OF FURTHER PAYMENT

1. **Rs.** _____/- **(RUPEES** _____ **ONLY)**
Balance Amount of 40% is to be paid by the PURCHASER to the OWNER/ DEVELOPER after completion of plinth level.

2. **Rs.** _____/- **(RUPEES** _____ **ONLY)**
30% out of the amount to be paid by the PURCHASER to the OWNER/DEVELOPER after completion of frame structure.

3. **Rs.** _____/- **(RUPEES** _____ **ONLY)**
15% out of the amount to be paid by the PURCHASER to the OWNER/DEVELOPER after completion of brickwork, door frames, window frames etc.

4. **Rs.** _____/- **(RUPEES** _____ **ONLY)**
10% out of the amount to be paid by the PURCHASER to the OWNER / DEVELOPER after completion of plastering.

5. **Rs.** _____/- **(RUPEES** _____ **ONLY)**
Balance 5% amount to be paid by the PURCHASER to the OWNER/DEVELOPER being full and final consideration of the apartment here in to be paid by the Purchaser to the OWNER/DEVELOPER on or before taking over of possession.

THAT the time limit is the essence of any agreement and therefore the time limit for payment of balance amount of the above said stages to be arranged shall be done within the stipulated stages.

THAT the Owner/ Developer shall deliver the actual physical possession of the said **Flat No.** _____ on _____ **Floor** situated at plot no.1 admeasuring **2234.247 Sq. mtrs** in **"KRISHNA PRIDE"** to the Purchaser.

3. **THAT** it is specially agreed by the PURCHASER that beside the cost of construction as agreed to he will pay the proportionate increase in cost to be calculated on the rise in the price of the building material over their basis rates and their quantities consumed. The OWNER/ DEVELOPER shall be entitled to claim such increase and the PURSHASER shall be bound to pay the same within a period of 15 days from the date of receipt of intimation to this effect from the OWNER /DEVELOPER.

4. **THAT** the undivided share and interest in the said plot of land hereby agreed to be sold is free from all encumbrances of all kinds whatsoever.

5. **THAT** the PURCHASER has satisfied himself with respect to the seller title to the said property as good, valid and marketable and he has accepted the same without any further investigation. He has also satisfied himself about the developer's right to enter into this agreement with the Purchaser.

6. **THAT** the Said property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and shall be sold subject to the outgoing agreements, restrictions and right of the Seller and the other co-owners of the remaining undivided share in the said plot of land and the owners of other built up spaces in the proposed said building affecting the same and if any mis-statement, error or omission shall be discovered the same shall not annul this contract, 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** it is understood that the Purchaser that by an Agreement made between the owner/ developer and the aforesaid owner / developer's the former is allowed and permitted to develop the said plot of land and shall remain exclusively in charge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the aforesaid purchaser. The Purchasers shall also not interfere in any manner whatsoever in this behalf.

8. **THAT** the Owner/ Developer shall erect and complete the proposed building consisting of various Flat in accordance with the building plan sanctioned by

the competent authority with such variations and modifications as may be provided / effected by competent authority and also as deemed necessary or expedient by the Architect, Structural Engineer of the said owner / developer. The work of construction shall be in accordance with the specification. The specification are subjected to availability of specific goods at a reasonable rates in the market and in the absence of specified goods, the next best alternative will be used.

9. **THAT** the Owner / Developer shall complete the Flat chosen by the Purchaser available for his occupation within a period of 36 months from the date of execution of this agreement subject to availability of building material in the open market and circumstances not beyond the control of the Owner/Developer. That the Purchaser agrees to deposit with the Owner/Developer the overhead expenses together with deposit money necessary for obtaining electric connection in the name of purchaser and proportionate expenses of association of apartment owners whenever demanded. In the event the Purchaser fails to deposit the same it will be incumbent on the Purchaser to obtain the said connection at his cost and the Owner/Developer shall not be responsible for the same.

10. **THAT** the Owner / Developer shall make the demand for payment due installments in writing and the purchaser shall pay the due within a period of seven days from receipt of demand letter.

11. **THAT** all notices, intimations or other communications to be sent by the OWNER/DEVELOPER to PURCHASER pursuant to the various matters provided for in this present shall be deemed have been received by the purchaser. Provided that the same are addressed to the address given by purchaser in the title of these present and posted under certificate of posting and that shall be deemed to have been received the purchaser within 7 days of posting thereof.

12. **THAT** it is agreed between the parties that if the payment is not paid by the PURCHASER to OWNER/ DEVELOPER after demand is made as stated above the OWNER/DEVELOPER shall have right to claim interest at 3% per month on the amount payable to him.

13. **THAT** the OWNER /DEVELOPER shall not deliver the actual possession of said Flat to the purchaser until the entire cost of construction AND also the charges of installation of electric meter and installation of power transformer, water meter and legal expenses, stamp duty, Registration fees and Service Tax /Vat Tax are paid by him in full to the Developer.

14. **THAT** the Purchaser has made it clear to the OWNER /DEVELOPER that he has to arrange loan from H.D.F.C./ I.D.BI./ S.B.I or other financial institutions for the payment of balance consideration of sale payable to OWNER /DEVELOPER. Hence the OWNER AND DEVELOPER shall give such documents of title and other necessary papers to the PURCHASER as may be required by the H.D.F.C./ I.D.B.I / S.B.I. or other financial institutions for giving loan to the PURCHASER for the purchase of the said Flat.

15. **THAT** the Owner /Developer 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 circumstance the purchaser shall enter into any building contract in respect of his Flat with any other Engineer, Architect, Building contractor or advisory agency and such contract if made by him shall be void and not at all binding upon the owner /developer.

16. **THAT** the purchaser agrees to incorporate such terms and conditions stipulations and restrictive covenants in the sale deed as not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Flat Owners.

17. **THAT** the available open space and facilities as may be provided in the said flats shall be of common use of all the Flat owners in the said scheme and shall always remain undivided and no partition of division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Flat seller or sellers.

18. **THAT** in the event of the PURCHASER committing breach of any of the terms and conditions contained in this agreement and also if the purchaser fails to make the payment up to consecutive installments after the same has been demanded by the Owner/Developers, then this agreement shall IPSO FACTO come to an end and the amount received from the PURCHASER towards the cost of construction of the Flat chosen by him shall be refunded to him free of any interest thereon and also after deducting Rs. 50,000/- within 3 months from the date of cancellation of allotment. In such event this agreement stand / terminated / cancelled and his undivided share and interest in the said plot of land and shall also be extinguished and come to an end simultaneously as a matter of course. In such event the owners/ developers shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said Flat to any prospective purchaser / intending buyer without any further reference or notice to the PURCHASER.

19. **THAT** the purchaser hereby specifically agrees with the Owner/Developer that even after taking over the actual possession of the Flat chosen by him (on receipt of possession letter from owner/developer) he will not object or prevent or obstruct the developers in any way in carrying on and completing the work of other Flat in the said plot and keeping materials on the available open land.

20. **THAT** the Purchaser further agrees to pay to the Owner/Developers the tax levied by Government of Maharashtra or Union of India on the cost of construction of the said Flat or on the cost of the building materials used including the wages paid therefore or the cost of land as the case may be and shall always keep the owner and developer indemnified against the same.

21. **THAT** the Purchaser shall individually pay all Grampanchayat taxes, etc. as may be levied on the Flat chosen by him with effect from the date of this agreement.

22. **THAT** the Owner / Developer shall deliver the actual possession of the said **Flat No.** _____ in plot no. 1 hereby agreed to be sold to the purchaser or his nominee at the time of registration of the sale deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation on registration of sale deed pursuant hereto, the Purchaser shall hold the said plot of land jointly with the other Co-owners thereof and the Flat chosen by him absolutely with heritable and transferable rights therein.

23. **THAT** the purchaser hereby agrees not to occupy the said Flat without prior possession letter and written permission from the owner /developer else he shall be treated as a TRESSPASSER.

24. **THAT** the Owner / Developer shall execute and register a sale deed of Flat in favour of the purchaser provided the entire agreed amount is paid by the purchaser to the developer in full and final.

25. **THAT** the Purchaser shall pay proportionate share of Non Agriculture Assessment and all other dues whatsoever accruing payable in respect of his undivided share in the said land to the concerned authorities with effect from the date of registration of the sale deed onwards and shall always keep the owner / developer indemnified such payments.

26. **THAT** till such time the Flat of the Purchaser is not separately assessed for the taxes liable, the purchaser shall pay to the owner/developer his / her share of the taxes for arranging payment to the appropriate authority.

27. **THAT** the PURCHASER shall not use the Flat for illegal, unethical, inhuman or anti-social purpose, Casino, Video, Club, Bear Bar, Liquor shop and non vegetarian material selling shop.

28. **THAT** the Owner/Developer shall not be liable to pay any compensation or make good any defect in the proportionate items used the construction of the said Flat and proper claim regarding this shall directly be made by the purchaser to the manufacture or such items keeping the developer indemnified against the same. However the Owner / Developer shall install only standard proprietary items in the said apartment and it shall also see that they are properly working at the time of installation.

29. **THAT** the peripherial development charges will be required to be paid by association of owners as & when demanded by NIT during the course of development. Developer will not be responsible to pay the above charges after the execution of the Sale Deed.

30. **THAT** the Owner/Developer shall not be responsible for delay if it is caused by act of nation's enemies etc. or other reasonable caused beyond the control of the owner/developer. In case of such delay the developer shall be entitled as of right to such extension of time for completion of the work as the owner/developer feels reasonable in the circumstances of the case. The PURCHASER shall accept the decision of the Owner/developer in that behalf as final.

31. **THAT** the Purchaser undertakes to notify in writing any change in his address to the owner/developer.

32. **THAT** all expenses with respect to the preparation of this Agreement Deed of Flat, Sale Deed, and all other concerned deeds, affidavits, No Objection Drafting Charges, Printing Charges etc. together with the cost of stamp duty and Registration fees Certificate, payable thereon have been agreed to be borne and paid by the purchaser.

33. **THAT** the owner/developer further covenant that they have not agreed to sale the said Flat any one else except the Purchaser in above.

34. **THAT** the agreement is subject to jurisdiction of the competent Civil Court of Hingna.

Specifications :-

Structure	:	R.C.C. Frame Structure.
Superstructure	:	External wall 150 mm and Internal 115 mm thick.
Doors	:	Internal doors RCC frame with Flush door & Main door RCC Frame with both side skin shutter.
Windows	:	Glazed Aluminum window.
Kitchen	:	Green marble on kitchen top.
Ceramic tiles	:	(16" x 16") in all rooms.
Glazed Tiles	:	Kitchen up to 4'0 ft & 7'0 ft in WC/Bath.
External Paint	:	Water proof cement paint.
Internal Paint	:	Putty base with oil bound Distemper.
Water supply	:	Overhead Tank on the Building

SCHEDULE – A

ALL THAT piece and parcel Non Agricultural Land bearing **Plot No. 1** admeasuring about **2234.247 Sq. mtrs. (i.e. 24050 Sq. ft)** bearing **Kh. No. 140/1-A** within the limit of Nagar Panchayat – Hingna, Tahsil – Hingna, Dist. – Nagpur. The said property is bounded as follows:

BOUNDARIES

ON THE EAST	:	Kh. No. 139
ON THE WEST	:	Road
ON THE NORTH	:	Public Utility
ON THE SOUTH	:	Plot No. 2

ALL THAT RCC super structure comprising of residential **FLAT NO.** _____ at **Building –** _____ on _____ **Floor** for their residential purpose having _____ **Built up Area** with proportionate undivided share of _____ **%** right title and interest in plot no. 1 at **"KRISHNA PRIDE"** proposed to be constructed on the land.

IN WITNESS WHEREOF the parties hereto have annexed their respective signatures in presence of the witness with their free consent after fully understanding the contents thereof on the day and place written above.

(Drafted by Adv. C. Anwane).

M/S. KRISHNA REALTORS
(Through its power of Attorney holder)

1. Shri. Parag P. Urade _____

2. Shri. Sanjay V. Bele _____

Through its Executant

(Shri. Rahul B. Shinde)

(SHRI. _____)

PURCHASER

WITNESSES:-

1. _____ 2. _____