VASTU VISHWA
Developers

Registered Office :
Shop No. 49, Naidu Complex,
Opp. Bhu-Vikas Bank,
Near Rly. Station, Wardha (M.S.) INDIA
Cell : 09527608849, 09370945578
Regd. No. WARDHA/VYAS/1489/09

ALLOTMENT LETTER

Date :

To,

_____

_____

_____

As per the deal finalised between you and us, we are pleased to offer and allot you the **Flat No. ....., Type - ....., on the .....Floor**, as per the layout plan of Vastu-Vishwa Apartment-Samta Nagar being constructed at Plot No. 11, L.S.No.205(Revised), Old S.No.142/2 Mouza- Sawangi(Meghe), within the limits of Gram Panchayat, Sawangi(Meghe), Tah. & Dist. Wardha, and duly sanctioned by G.P. Sawangi(Meghe), Wardha, vide sanction No.08, Dtd.26.10.2021, bearing the area specifications as mentioned below :

i) Carpet area ..... Sq.Mtr.

ii) Built up area ..... Sq.Mtr.

iii) Super Built up area ..... Sq.Mtr.

iv) Agreed Cost (Sale price) of Flat being - Rs.....
(In words Rupees_____
_____)

v) Misc. Costs (payable) against Transformer/Meter/ Water/SLC charges/Annual Maintenance & Solor Roof Top - Rs.....

vi) G.S.T.(payable to the Govt.) @ ..... - Rs.....

vii) **Total Cost** - **Rs.....**

viii) Booking amount received in advance - Rs.....
(vide Cheque No.....
.....)

ix) Further amount received - Rs.....
(vide Cash/Cheque/D.D.No.....
NEFT/ R.T.G.S. .....)

x) **Balance outstanding** - **Rs.**.....
(Payable as per progress/completion of work in total)
(In words Rupees_____)

PLEASE NOTE: All terms & conditions w.r.t. allotment letter agreed upon by seller/purchaser shall be as per the Agreement to sell/sale deed contents, in the registered documents.

Thanking you,
Yours faithfully,
For, **Vastuvishwa Developers**

.....
(Purchaser)

Proprietor

vastuvishwa DEVELOPERS
Knitting Homes With Life

Stamp Duty Rs.....

Registration Fee Rs.....

AGREEMENT TO SALE/DEED OF SALE OF FLAT/APARTMENT

Total Consideration amount of Rs.....

Market Value Rs..... as per Govt. Ready Reconer Rate @ Rs..... per sq.mtr.

FLAT/APARTMENT NO....., TYPE-....., ... FLOOR VASTUVISHWA APARTMENTS - SAMTA NAGAR, SAWANGI ROAD, ON PLOT NO.11, F.S.NO.205(Revised/New), OLD SURVEY NO. 142/2, MOUZA: SAWANGI MEGHE, TAH. & DIST. WARDHA , WITHIN THE LIMITS OF GRAM PANCHAYAT SAWANGI (MEGHE), WARDHA

AGREEMENT TO SALE/DEED OF SALE OF FLAT/APARTMENT is executed at Wardha on this .....day of ..... **2021/2022** by and between :-

M/s. VASTUVISHWA DEVELOPERS, through

Mr. SAJU ANAPARA JOSEPH VERGHESE,
Aged about 54 years, Occupation- Business,
R/o. Naidu Complex, Near Rly. Station, Wardha,
Tah. & District Wardha,
PAN No.ACIPV6868R

Hereinafter referred to as "VENDOR (Which expression shall unless repugnant to the context or meaning thereof shall mean and include the Vendor, his Executors, Administrators, Assigns, Representatives, Legal heirs, etc.) of the ONE PART .

AND

Name : .....
Aged about ..... years, Occupation - .....
PAN No. .....
R/o. .....

Hereinafter referred to as "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include the purchaser, his heirs, Representatives, Executors, Assigns and Transferees, etc.) of the OTHER PART .

WHEREAS, the vendor/Builder namely; **Saju Anapara Joseph Verghese, Proprietor, Vastuvishwa Developers, Wardha,** being the owner of the said Plot No.11, had purchased a Landed property vide Registered Sale Deed vide Regd. Document No.WRD-835-2021 dated 05.03.2021 in the office of Sub-Registrar, Wardha, having Plot No.11, carved out of Field Survey No.205(Revised) Old Survey No.142/2, admeasuring 3.04 H.R. situated at Mouza-Sawangi(Meghe), Mouza No....., within the limits of Gram Panchayat, Sawangi(Meghe), Wardha admeasuring 4360 Sq.ft. (405.1 Sq.meter) which is more specifically described in the Schedule-A annexed herewith. The Vendor/ Party No.1 is the authorised developer of said premises as per registered in Sub Registrar Office on dt.05.03.2021 vide Document No.WRD-2-835-2021 and in authorised thereof and is seized to have all rights to dispose it of.

WHEREAS the Grantor/ vendor/ Party No.1 have floated a scheme of residential Flat which style and titled as **"VASTUVISHWA APARTMENT-SAMTA NAGAR"** on the said plot as per approved plan by the Gram Panchayat, Sawangi(Meghe), Wardha vide sanction Permit No.08 dated 26.10.2021 and after obtaining the permission from competent authority for development of said property, the Vendor/ Party No.1 has started the construction of the said apartment/shoping scheme over the said plot.

WHEREAS VENDOR/ PARTY No.1 has entered into an a Agreement to Sale / Deed of Sale of Apartment in **VASTUVISHWA APARTMENT-SAMTA NAGAR** with **VASTUVISHWA DEVELOPERS,** a Proprietorship Firm, through it's Proprietor namely **SHRI.SAJU ANAPARA JOSEPH VERGHESE** and the firm registered under the Shops and Establishments, having it's registration no. Wardha/Vyas/1489 dtd.03.07.2009 and having it's registered office at Shop No.49, Naidu Complex, Opp. Bhuvikas Bank, Main Sabji Market, Wardha.

AND WHEREAS, the Grantor/Vendor/ Party No.1 has agreed to sell the said **Flat No....., Type-....., ... floor**, as chosen by the purchaser alongwith the proportionate undivided share of land .....% (i.e..... Sq.Mt.), after due inspection of the plan, design, floor, etc., for a consideration of **Rs.....** (In words rupees ..... only) as on dtd. ..... **vide allotment letter of the said Flat/Apartment.**

AND WHEREAS, the party no.2/ purchaser in response to the said scheme has approached the vendor for purchase of **Flat No....., Type-....., ... floor,** alongwith the undivided proportionate share of land in the said plot, which is **.....% (i.e. ..... Sq.Mt.)** and is relatable to the said flat, and has agreed to pay the consideration amount of **Rs.....** (In words rupees .... only), to the party No.1./Vendor.

The Purchaser/Party No.2 knows that the Vendor/Party No.1 has executed a Deed of Declaration on behalf of all the purchasers including him/her/them, as required under section 2 of the Maharashtra Apartment Ownership Act 1970, as registered in Registrar Office, Wardha, vide WRD- /2021, dtd. . Also that the project is registered under MAHARERA as Regn.No.P-.....

AND WHEREAS Vendor/Party No.1 has decided to dispose of the said premises and the purchaser has also agreed to purchase the same on the terms and conditions mentioned hereinafter.

NOW THIS AGREEMENT TO SALE OF FLAT NO..... WITNESSETH AS UNDER :

1. WHEREAS, the Party No.1/Vendor owns & is in possession of the Plot No.11 carved out of Field Survey No.205 (Revised) (old S.No.142/2) admeasuring 3.04 H.R. situated at Mouza-Sawangi(Meghe), Mouza No....., within the limits of Gram Panchayat, Sawangi(Meghe), Wardha, Tahsil and District Wardha admeasuring 4360 Sq.ft. (405.1 Sq.meter) as per revenue record, duly sanctioned by S.D.O. Wardha vide Revenue Case No.22/NAP-34/1981-82.

2. AND WHEREAS, the Party No.1/Vendor/Grantor have floated an Apartment Scheme to be named as **"VASTUVISHWA APARTMENT - SAMTA NAGAR"** on the above said plot as per building Plan duly sanctioned vide sanction Permit No.08 dated 26.10.2021 by Gram Panchayat, Sawangi(Meghe), Wardha. The total flats being constructed under the scheme is 12 nos. (2 BHK) to be constructed as per the sanctioned plan.

3. AND WHEREAS, the party No.1/Vendor has agreed to allow and sell to the purchaser and the Purchaser/Party no.2 has agreed to purchase from the Vendor, the **Flat No....., Type-.....,** ..... **floor,** admeasuring ..... Sq.Mtr. carpet area, ... Sq.mt. built up area & ..... Sq.Mt. super built up area (which includes Balcony area, open and covered parking area, area of servant quarter, common area of staircase, lift and lobby) hereinafter called as the SAID APARTMENT and more particularly described in the SCHEDULE 'A', 'B' and 'C' hereunder, situated in apartment scheme to be known as **'VASTUVISHWA APARTMENT -SAMTA NAGAR'** scheme as per the sanctioned building plan duly sanctioned by the Gram Panchayat, Sawangi(Meghe), Wardha, to being built on the Plots No.11.

4. THAT, the Vendor/Party No.1 has agreed to sell the said Flat/ Apartment in the said property for the consideration of **Rs.....** (In words rupees .....only) including the cost of Undivided Share of land to be paid to the vendor/ party no.1, to which the purchaser/party no.2 has agreed, in the manner as per the schedule of payment mentioned below.

5. **MANNER OF PAYMENT / PAYMENT SCHEDULE :**

1)	On Booking	-	10%
2)	Execution of Agreement	-	20%
3)	Plinth	-	15%
4)	1st Floor Slab (or as per the Booking)	-	10%
5)	2nd Floor Slab (or as per the Booking)	-	10%
6)	3rd Floor Slab (or as per the Booking)	-	05%
7)	4th Floor Slab (or as per the Booking)	-	50%
8)	Brick work & Internal Plaster of said apartment	-	05%
9)	Stairs, Lift well and lobbies upto floor level of said apartment	-	05%
10)	Completion of external plumbing, external Plaster	-	05%
11)	Completion of Lift, Water Pump, Electrical Fittings, Entrance lobby, Paving areas.	-	05%
12)	On Possession	-	05%
	Total	-	**100%**

6. That the purchaser/party no.2 has satisfied himself/theirself with respect to the vendors title to the said property and found the title as good, valid and marketable.

7. That, the interest hereby to being transferred w.r.t. the undivided share of land and conveyed in the said Flat/Apartment shall be quietly entered into, held and enjoyed the rents and profits which will be received therefore by the purchaser without any interruption or disturbances by the Vendor and or any person claiming on behalf of Vendor/Party no.1.

8. That, the Vendor/Party no.1 being the absolute owner and entitled, have full right, authority and power to transfer the interest, share in the said property to the purchaser. The title of the property hereby being sold is clear and free from any encumbrances whatsoever and if it is noticed or disclosed at any time in future that there is any claim or dispute and if any damage is caused to the purchaser then the Vendor hereby undertake to pay good the losses and indemnify to the purchaser from any losses thereof, however the Vendor upto this date have not done any act whereby the property transferred herein is encumbered in any way.

9. That, the Vendor/Party no.1 has paid all the taxes, rents, cesses etc. upto this date to the concerned authorities. However, if any dues or arrears found unpaid or levied in future, the Vendor undertake to pay the same to the respective authorities and keep the purchaser indemnified in this respect. The Purchaser/Party No.2 has verified and inspected the relevant documents/deeds as to the right, title and authority of the Vendor and also the specifications, design, plan, and is fully satisfied with respect to the same. The Purchaser has personally seen and verified the spot and site.

10. That, the Vendor/Party no.1 upon every reasonable request of the purchaser will produce or make available all or any of the documents of the title relating to the said property and furnish such true copies of the documents to the purchaser.

11. That, the Vendor/Party no.1 will make himself available and undertake to support any application made by the purchaser for mutation of his/her name or for any other purposes to pay local or Government authorities and institutions.

12. That, the said property shall be considered as correctly described in the **Schedule-'A', 'B' & 'C'** written hereunder and right of the other individual co-sharers of undivided share found mis-stated or any error or omission if discovered, the same shall not make this deed null and void.

13. THAT, the Party No.2 has perused, understood and approved the Specifications provided in **Schedule- 'B' & 'C'** appended here to forming part of this deed.

14. That, the Party No.2 has also perused, understood and agreed to purchase the said **Flat No....., Type-.....**, situated in the ..... **floor** as per the floorwise plan for the Scheme as mentioned in the sanctioned plan attached herewith and forming part of this deed.

15. That, the purchaser holding the right, title, interest of .....% undivided share in the said property will have full right, authority and entitled to get an Flat/Apartment of a built up area proportionate to his/her undivided share by this deed.

16. That the purchaser/ party no.2 shall not do any such act or deed or things which may cause any disturbances or obstructions or damages to other flat owners and shall always abide by the rules and regulations of Apartment Associations similar on the lines of Maharashtra Apartment Ownership Act, 1970 though the said Act is not applicable to the city of Wardha.

17. The Purchaser shall always keep the said Apartment/Flat in as good repairs and habitable conditions and shall always use the same for commercial purpose only.

18. The Purchaser shall not erect any superstructure either temporary or permanent upon the available opon space or on the top/terrance of the said building or to make any alterations, modifications or changes to the said Apartment/Flat which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever. The Purchaser

understand, agree and confirm that the specifications, facilities and amenities in the said building are as per his wishes and desires to his/her full satisfaction in all respects. The Purchaser shall always abide by the building regulations of the Gram Panchayat/Municipal Council and/or any other concerned Authority.

19. The leakage of W.C. Kitchen, etc. if any, in the said Apartment/Flat, which may cause nuisance to the other owners/occupants, shall be got repaired by the Purchaser at his own cost at earliest. Similarly, the Purchaser shall allow access to his Apartment/Flat to the Vendor or any owner/occupant of any other apartments in the said complex, for the purpose of any repairing work etc.

20. The Purchaser shall not throw any garbage, dirt or water on the open space, and shall use dust bins at his/her own cost and further shall not or shall use the balconies, if any, for washing and/or urinating to the annoyance of the other owners/ occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the entire building without any reservation. The Purchaser shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said building and further shall not do any act which will impair or damage the said building or complex as a whole or party in any manner whatsoever. The Purchaser shall not be entitled to keep any animal in the said Apartment/Flat, nor shall obstruct the way of passages etc. by putting coolers or in any manner whatsoever.

21. The Purchaser shall hold the undivided variable proportinate share in land jointly with other owners and shall never claim the division or partition of the same, nor the Vendor shall be liable for it.

22. The Vendor shall be free and at liberty to carry on the further construction work of the said building to which the Purchaser shall not interfere or obstruct. The Vendor shall be free to change/revise/ re-revise the existing building plan or design including amalgamation, division or clubbing of any Apartment, land for any reasons to which the Purchaser shall have no objection or claim of any sort and the Purchaser shall be liable to sign or execute any deed or document or plan or design as the Vendor may desire. However, the Vendor