

## न्यायालय नायब तहसीलदार तहसील राऊ जिला इन्दौर

प्रकरण क्रमांक 1324/अ-6/2021-22

- (1) श्रीमती मनीषा पाटीदार पति श्री गोविंद पाटीदार  
(2) श्री गोविन्द पाटीदार पिता श्री प्रेमजी पाटीदार  
दोनों निवासी 90-बी, सूर्यदेव नगर, इन्दौर



.....प्रार्थीगण

विरुद्ध

वण्डर लैण्ड रियल इस्टेट प्र.लि. तर्फे श्री सौरव कुमार पिता श्री नरेश कुमार पता 19, आर.एन. मुखर्जी रोड, कोलकत्ता, कॉर्पोरेट ऑफिस ट्रेजर आइसलैण्ड, 6वीं मंजिल, 11, तुकोगंज, एम.जी. रोड, इन्दौर

.....प्रतिप्रार्थी

(आदेश दिनांक :- 30/09/21 को पारित)

(आवेदन पत्र मध्यप्रदेश भू-राजस्व संहिता 1959 की धारा 109, 110 के तहत)

आवेदक (1) श्रीमती मनीषा पाटीदार पति श्री गोविंद पाटीदार (2) श्री गोविन्द पाटीदार पिता श्री प्रेमजी पाटीदार दोनों निवासी 90-बी, सूर्यदेव नगर, इन्दौर के द्वारा ग्राम रंगवासा तहसील राऊ जिला इन्दौर स्थित खसरा क्रमांक 5/1/1, 5/1/2, 5/2, 5/3, 5/4, 5/6 व अन्य पर विकसित कॉलोनी ट्रेजर फेन्टेसी टाउनशिप स्थित सेक्टर-ए2 के प्लॉट क्रमांक ए2-53 कुल क्षेत्रफल 2953 वर्गफीट को पंजीकृत विक्रय पत्र क्रमांक एमपी179092021 ए 1673041 दिनांक 06/08/2021 से विक्रेता वण्डर लैण्ड रियल इस्टेट प्र.लि. तर्फे श्री सौरव कुमार पिता श्री नरेश कुमार पता 19, आर.एन. मुखर्जी रोड, कोलकत्ता, कॉर्पोरेट ऑफिस ट्रेजर आइसलैण्ड, 6वीं मंजिल, 11, तुकोगंज, एम.जी. रोड, इन्दौर से रुपये 32,48,300/- में कय कर रजिस्टर्ड विक्रय पत्र के आधार पर भू-खण्ड का नामांतरण किये जाने हेतु आवेदन पत्र प्रस्तुत किया गया है।

प्रकरण दर्ज किया जाकर इशतिहार का प्रकाशन कराया गया। नियत समयावधि में किसी भी प्रकार की आपत्ति प्राप्त नहीं हुई है। प्रकरण में उक्त प्लॉट के संबंध में क्षेत्रिय रा.नि. से जांच प्रतिवेदन तलब किया गया। क्षेत्रिय रा.नि. के द्वारा प्रतिवेदन प्रस्तुत किया गया। रा.नि. ने अपने प्रतिवेदन में प्रतिवेदित किया कि उक्त भूमि में विकसित कॉलोनी ट्रेजर फेन्टेसी टाउनशिप स्थित सेक्टर-ए2 का श्रीमान अनुविभागीय अधिकारी महोदय के राजस्व प्रकरण क्रमांक 210/अ-2/2008-09 आदेश दिनांक 20/03/2009 अनुसार म.प्र. भू-राजस्व संहिता 1959 की धारा 172 के अंतर्गत व्यपवर्तन स्वीकृत किया गया है।

प्रकरण में प्रस्तुत दस्तावेजों एवं क्षेत्रिय रा.नि. के प्रतिवेदन के अवलोकन से यह न्यायालय इस निष्कर्ष पर पहुंचता है कि आवेदक द्वारा रजिस्टर्ड विक्रय पत्र के आधार पर प्लॉट का नामांतरण चाहा गया। जिस संबंध में अनावेदक द्वारा सहमति पत्र से नामांतरण में सहमति दी गई।

अतः आवेदक द्वारा प्रस्तुत आवेदन म.प्र. भू-राजस्व संहिता 1959 की धारा 109-110 के तहत स्वीकार किया जाकर ग्राम रंगवासा के खसरा नंबर 5/1/1, 5/1/2, 5/2, 5/3, 5/4, 5/6 व अन्य में विकसित कॉलोनी ट्रेजर फेन्टेसी टाउनशिप स्थित सेक्टर-ए2 के प्लॉट क्रमांक ए2-53 कुल क्षेत्रफल 2953 वर्गफीट पर अनावेदक वण्डर लैण्ड रियल इस्टेट प्र.लि. तर्फे श्री सौरव कुमार पिता श्री नरेश कुमार पता 19, आर.एन. मुखर्जी रोड, कोलकत्ता, कॉर्पोरेट ऑफिस ट्रेजर आइसलैण्ड, 6वीं मंजिल, 11, तुकोगंज, एम.जी. रोड, इन्दौर का नाम कम किया जाकर आवेदक (1) श्रीमती मनीषा पाटीदार पति श्री गोविंद पाटीदार (2) श्री गोविन्द पाटीदार पिता श्री प्रेमजी पाटीदार दोनों निवासी 90-बी, सूर्यदेव नगर, इन्दौर का नाम दर्ज किया जावे। आवेदक/क्रेता वर्ष 2021-22 से प्रतिवर्ष भू-राजस्व 550/- रुपये एवं पंचायत उपकर 275/- रुपये जमा करें। मौका/स्वत्व विवाद व अन्य किसी भी प्रकार का कोई विवाद होने की दिशा में यह आदेश स्वतः निरस्त माना जावेगा। भू-राजस्व की वसूली हेतु आदेश पारित किया गया पुर्ननिर्धारण संबंधी जो आदेश प्रकरण में पारित किये जावेगे वो इस प्रकरण में बंधन कारक होंगे। आदेशानुसार आवेदक से कुल बकाया राशि जमा करवाकर अभिलेखों में प्रविष्टि व आवश्यक संशोधन किया जावे। प्रकरण प्रवाचक नस्तिबद्ध होकर दाखिल रिकार्ड हो।

नायब तहसीलदार  
तहसील राऊ इन्दौर  
तहसील-इन्दौर

प्रतिलिपि:-

- राजस्व निरीक्षक ग्राम रंगवासा तहसील राऊ जिला इन्दौर की डायवर्शन आदेश अमल दरामद कर वसूली हेतु प्रेषित।
- हल्का पटवारी ग्राम रंगवासा तहसील राऊ जिला इन्दौर की ओर रेकार्ड में अमल दरामद हेतु।

नायब तहसीलदार  
तहसील राऊ इन्दौर  
तहसील-इन्दौर

# TREASURE FANTASY

The First Project in MP to receive 6 Star rating from CRISIL



WREPL/Customer/2019-20/JULY/04

16-7-2020

To,  
MANISHA PATIDAR MR. GOVIND PATIDAR  
90-B, SURYADEV NAGAR  
NEAR HAWA BANGLA  
INDORE  
(M.P) 452009

**Dear Sir/Madam,**

**Subj: - Booking confirmation Letter for Unit No. A2-053 (Plot)**

At the outset, we welcome you to the Treasure family and thank you for choosing 'Treasure Fantasy' township as the perfect place for your dream home. Treasure Fantasy, an integrated township, is being developed by our Company with the passion to deliver excellence backed by the huge experience of the Kalani Group in the real estate sector.

Right from the location & accessibility of the township to the planning & execution, Treasure Fantasy is full of unique features which make it the best place to live a peaceful and serene life. Treasure Fantasy is an international standard environment friendly township with ample open & green spaces dedicated towards wide roads, gardens, boulevards and natural lake. No wonder that Treasure Fantasy is the first & only **CRISIL 'Six Star'** rated township in entire Madhya Pradesh state. We surely believe that Treasure Fantasy will multiply your Treasure of happiness in the times to come.

Provisional Booking Form containing basic details and the payment plan for the above referred unit booked by you is annexed to this letter. Please acknowledge the same and verify the respective applicant details & unit details and report to us, if any corrections/modifications are required. We also request you to kindly provide us required customer documents (KYC) including 4 Photos, Address Proof and Identity proof along with PAN card number of each applicant (including joint & co-

Should there be any further details / clarifications required, feel free to contact our team.

We believe in more smiles per square feet and we are committed to deliver customer delight.

Once again we welcome you to the Treasure Family.

**Yours Sincerely,  
Wanderland Real Estates Pvt. Ltd.**

**Wanderland Real Estates Pvt. Ltd.**

Corp. Office : 6th Floor, Treasure Island, 11 Tukoganj Main Road, Indore - 452 001 (M.P.)  
Tel.: +91 731-4203006-9, Fax No.: +91 731-4203010, Email : sudhir@kalanigroup.com  
Registered Office : 19, R.N. Mukherji Road, Kolkata - 700 001 CIN No. U70101WB2006PTC108307

[www.treasurefantasy.in](http://www.treasurefantasy.in)

MEMBER OF  
**CREDAI**

PLOT NO- A2-053 (A2- SECTOR)



**TREASURE FANTASY**  
INDORE

**APPLICATION FOR ALLOTMENT AND AGREEMENT OF PLOT NO- A2-053 (A2- SECTOR)**

**AT TREASURE FANTASY, CAT-RAU ROAD, RANGWASA, INDORE**

**In this agreement, wherever the word "Letter of Allotment" appears, it will mean this agreement**



ALLOTMENT LETTER

This Agreement for Sale ("Agreement") executed on this 26 day of 11 of 2019

By and Between

Booking No.:- 2834

Booking Date: - 26-11-2019

Wanderland Real Estates Pvt. Ltd . bearing PAN No. AACW6397F & Corporate Identification Number (CIN) No. U70101WB2006PTC108307. a company registered under the provisions of the Companies Act. 1956 and having its registered offices at 19. R.N. Mukherjee Road, Kolkata – 700001. Corporate Office at "Treasure Island". 6th Floor. H. Tukoganj, M.G. Road, Indore and sales office at: Treasure Fantasy adjoining to CAT and Surya Mandir, on CAT-Rau Road, Indore, hereinafter referred to as the "Promoter" and/or "Seller" (which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and assigns).

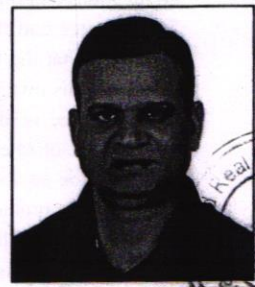
AND

[If the Allottee is an Individual]

1. MRS. MANISHA PATIDAR W/O MR. GOVIND PATIDAR , (Aadhar no. 4898 8655 9897) ,residing at 90-B. SURYADEV NAGAR NEAR HAWA BANGLA INDORE (M.P) 452009 ) (PAN:- DEHPP5580L (30/05/1979) ), hereinafter called "Allottee" and/or "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted an assigns).



2. MR. GOVIND PATIDAR S/O MR. PREMJI PATIDAR, (Aadhar no. 5106 0061 9944) ,residing at 90-B. SURYADEV NAGAR NEAR HAWA BANGLA INDORE (M.P) 452009 (PAN :- BJVPP1923L (15/03/1973) ), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted an assigns).



Prepared By



28/07/2020



X Manisha X X Govind X

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

## Note:

For the purpose of this Agreement for Sale, unless the context otherwise requires, - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "appropriate Government" means the Central Government;

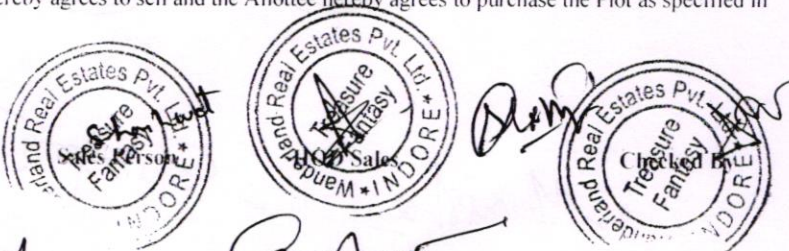
(c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016; (e) "section" means a section of the Act.

And Whereas,

- A. The Promoter are carrying on construction work on the land of a project presently known as "Treasure Fantasy Township" (hereinafter referred as the "Project") situated adjoining to CAT and Surya Mandir, on CAT-Rau Road, Indore, Teh. & District Indore.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- C. The Promoter has registered the Project under the provisions of the Act with the MADHYA PRADESH REAL ESTATE REGULATORY AUTHORITY under **registration no.P-IND-19-2149**.
- D. The Allottee has after examining various documents of title and the approved plan and permissions of the said project and the terms and conditions laid down by the Promoter has applied for a plot in the Project vide application no. 2834 dated 26-11-2019 and has been allotted Plot no. A2-053 in **A2 - Sector** having an area of approximately 2953 square feet in the Project.
- E. The Allottee has checked all the Project's details on the MP RERA website (Project registration no.P-IND-19-2149), has also inspected the site, lay-out plans and other documents of the said project including approval of Joint Director of Town & Country Planning, Indore vide letter No. 10195/INDLP-3404/17/नमनि/2018, Indore dated 10.12.2018, Diversion Order of SDO Diversion, Collectorate, Indore, vide his Letter No. 210/A-2/08.09 dated 20/03/2009, has understood and satisfied himself about the present development condition, rights, title and interest of the Promoter in the said land and the rights of the Promoter to develop and market the Said Project. The rules and regulations, laws applicable to the Said Project, terms and conditions of allotment of properties contained in the Said Project, obligations and limitations of the Allottee in respect thereof have been explained by the Promoter and understood by the Allottee and there shall not be any objection by the Allottee in this respect. The Allottee acknowledges and confirms that the Promoter has readily provided all information/clarification as required by him and he has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the said Plot. The Allottee is also aware and acknowledges that the Promoter has entered or shall be entering into separate Agreement of sale/sale deeds with other persons interested in acquiring various other Properties in the Said Project that may be adjacent to / adjoining the Said Plot desired to be purchased by the Allottee or elsewhere in the Said Project. The promoter have further clarified to the Allottee that this Agreement is confined and limited in its scope only to the Said Plot agreed to be purchased by the Allottee.
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. The Allottee hereby confirm that it is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Schedule A

Prepared By

  
X Manisha X X Govind Patidar X

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

**I. CONSIDERATION:**

- 1.1 That in pursuance to the application for allotment of the Purchaser, the Company agree to allot and the Purchaser agrees to purchase acquire from the Company said Plot, more particularly detailed in the Schedule hereunder and shown in the attached Map as Annexure-I, having a area of approximately 2953 Sq. Ft. along with all easementary rights attached therewith for a Basic Sale Price, consideration of Rs. 32,48,300/- ( Thirty Two Laes Forty Eight Thousand Three Hundred Only ) . The other services, amenities and facilities being charged separately.
- 1.2 That against the total basic price of Rs. 32,48,300/-, a sum of Rs. 51,000/- (Rupees Fifty One Thousand Only) has already been received by the Promoter form the Allottee against the said plot. The Promoter hereby allots the said Plot which is more particularly described in the Annexure-I attached to this Sale Deed and marked with red boundary, subject to the terms and conditions as mentioned in the latter part of this Agreement.

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Plot as specified in Schedule A

**(SCHEDULE A)**


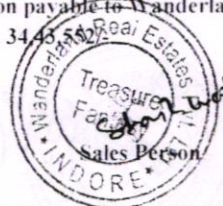
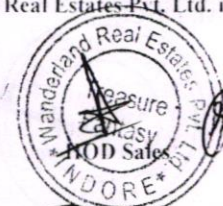

**DETAILS OF THE PLOT AND COST**

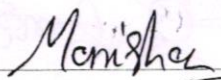
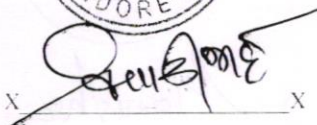
Name of the project "Treasure Fantasy Township" situated adjoining to CAT and Surya Mandir, on CAT-Rau Road, Indore, Teh. & District Indore..

- I. Plot No – 053 , Sector – A2
- II. Boundaries  
 Bounded On East by : ROAD  
 Bounded On West by : PLOT NO. A2-54,55  
 Bounded On North by : OPEN  
 Bounded On South by : PLOT NO- A2-052
- III. Plot Area (Sq. Ft.) : 2953 sq. ft.
- IV. Basic Rate (Rate/ Sq. Ft.) : Rs. 1100/-
- VI. Basic Cost (In Rs.) : RS.32.48.300/-
- VII. Other Charges, Service charges, Membership fee, Taxes, Fess etc.

S. No.	Heads/ Particulars	Amount in Rs.
I	External Electrification Rs. 85,000 /- + GST	100300/-
li	External Water connection charges Rs.10000/- + GST	11800/-
lii	External Sewerage Connection Charges Rs.10000/- + GST	11800/-
Iv	Legal and Stamp Charges Rs.7100/-	8100/-
V	Club Membership charges Rs.50000/- + GST (Club expected to be completed by December 2021)	59000/-
Vi	Diversion Tax, Panchayat Upkar and service charges for 2 years from the date of possession or deemed possession @Rs. 0.715 per sq.ft. per year	4252-
	<b>Total other Charges payable to Wanderland Real Estates Pvt. Ltd.</b>	<b>195252/-</b>

VIII. Total consideration payable to Wanderland Real Estates Pvt. Ltd. including Basic and Other Charges (In Rs.) (VI+VII) : Rs. 34,43,552/-

Prepared By    

X  X X  X

The Total consideration as above include taxes (GST and Cess or similar other taxes but does not include the following which shall be payable separately to the concerned agency, society or to the concerned authority:

- Maintenance deposit (Payable to the maintenance agency/ society)
- 2 year advance maintenance (Payable to the maintenance agency/ society)
- Share application money (Payable to the maintenance agency/ society)
- Proportionate share towards taxes and other levies in respect of maintenance agency/ society.
- Deposit towards water, electricity and other utility and service connection charges.
- Deposits of electrical receiving and sub-station
- Stamp duty and registration charges.

**IX. Amount payable to maintenance agency "Treasure Fantasy Township Residents Welfare Association"**

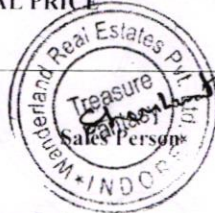
	Particulars	Amount (in Rs.)
a.	Share Application money	1000/-
b.	Maintenance Deposit @ Rs.10/ sq. ft.	29530/-
c.	2 year advance maintenance charges @ Rs. 1/ sq. ft. per month payable from date of booking	70872/-
	<b>Total other payable to Treasure Fantasy Township Residents Welfare Association</b>	<b>101402/-</b>

**(SCHEDULE B)**

**SCHEDULE OF PAYMENT**

S.No.	Particular	Time Period/ Milestone	Amount in INR
1.	Booking amount	At the time of Booking	51000/-
2.	1 <sup>st</sup> Installment (being 10% of the basic value)	Within 7 days from the date of Booking	273830/-
3.	2 <sup>nd</sup> Installment (being 60% of the basic value)	on start of Road/ drainage / water supply and electrification work	1948980/-
4.	3 <sup>rd</sup> Installment (being 20% of the basic value)	on completion of road, drainage and water supply work	649660/-
5.	4 <sup>th</sup> Installment (being 10% of the basic value)	on completion of Boundary Wall, Gates Park and electrification work	324830/-
6.	4 <sup>th</sup> installment (Other/ development Charges)	As per development from the date of Booking but before registry.	195252/-
7.	5 <sup>th</sup> installment (share application money, maintenance deposit and 2 years advance maintenance) Payable to "Treasure Fantasy Township Residents Welfare Association"	on receipt of possession intimation whichever is later but before registry	101402/-
	<b>TOTAL PRICE</b>		<b>3544954/-</b>

Prepared By



X Manisha X X Govind Patidar X

Explanation:

- I. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Plot;
- II. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service tax (GST) and Cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of plot to the allottee or intimation of the same to the Allottee
- III. Provided that in case there is any change /modification in the taxes, the subsequent amount payable by the allottee to the promoter shall, be increased/reduced based on such change /modification;
- IV. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;
- V. No further intimation /call /notice regarding payment shall be sent by the Promoter and it will be the responsibility of the Allottee to adhere strictly to the Schedule of payment as given in schedule B.

Payments to be made by Demand Draft(s) Pay Order(s) Banker's Cheque(s) only drawn in favour of "Wanderland Real Estates Pvt. Ltd. Treasure Fantasy A/C NO. 57500000245162 WITH HDFC BANK LTD."

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B ("Schedule of Payment")**.

1.5 The Allottee has paid a sum of Rs.51,000 /-(Rupees Fifty Thousand only) as booking amount being part payment towards the Total Price of the Plot at the time of application.

The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Plot as prescribed in the Payment Plan [Schedule A and B]:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 18 % per annum on the delayed payments on the period of delay.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan [Schedule A and B] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "M/S WANDERLAND REAL ESTATES PVT. LTD."

2.1 Tax Deducted at Source

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

2.2 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "Wanderland Real Estates Pvt. Ltd."

2.3 In case of any financing arrangement entered by the Allottee/s with any Bank / financial institution with respect to the purchase of the plot, the Allottee/s undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such instalments of Total Consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn in favour of "Wanderland Real Estates Pvt. Ltd."

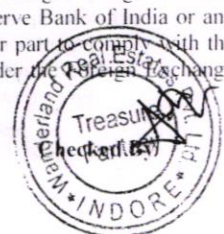
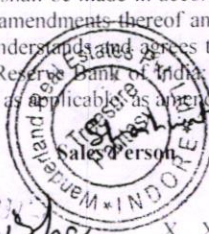
2.4 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs.5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

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3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand direct the Promoter to adjust his payments in any manner.

#### 5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot to the Allottee.

#### 6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities, however the promoter reserves the right to make minor alterations and soft changes at its discretion.

#### 7. POSSESSION OF THE PLOT:

7.1 **Schedule for possession of the said Plot** - The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Plot on or before agreed time, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within reasonable period. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc, against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon completion of the internal development work shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within one month from the possession intimation and only on payment of the total price along with interest if any charged by the promoter on account of delayed payment on part of the Allottee, the possession can be granted.

The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

As soon as the Allottee has made a payment of 100% of the total price it shall be deemed that possession intimation has been served by the Promoter to the Allottee.

7.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation and after paying the total price along with interest if any charged by the promoter on account of delayed payment on part of the Allottee, as prescribed in this Agreement. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE:

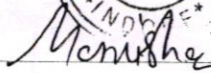
##### REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

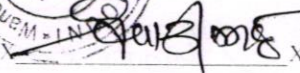
- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land: the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is encumbrances upon the said Land by Venus India Asset, Finance Pvt. Ltd. KKR India Asset, Finance Private Limited .
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Duplex/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Duplex/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in force in the Project, said Plot and common areas.

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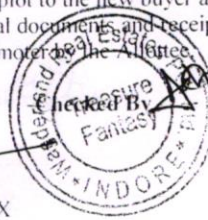
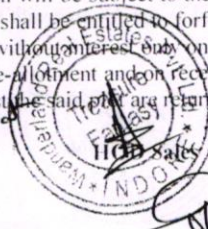
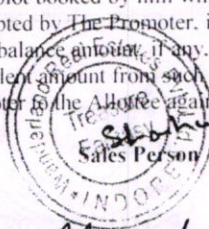
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of plot has been offered to the allottee;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**A. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:**

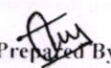
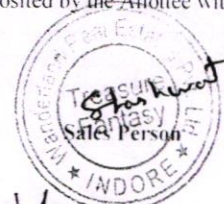

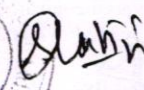

- (i) The Allottee shall be liable to pay the total price of the plot and other charges as per the payment plan opted by him. The Allottee, hereby agree that he/she shall not claim the possession of the Plot, if any of the instalments, payment, interest, transfer fee or other charges are due and that the Allottee further agree to accept the possession of the said Plot only after clearing all the dues towards the said Plot. The Allottee shall be entitled to own, occupy and use the plot in accordance with the local laws. He/she shall not nor cause to be done any act which may cause obstruction for use of the plot/property by their neighbours or other residents of the township.
- (ii) The allottee agrees that all charges payable to various departments for obtaining service connections to the said plot like electricity, telephone, water, sewer etc for the dwelling unit constructed by the Allottee, including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the Amount paid by the Allottee of the said plot, and the other/additional charges directly to the concerned authority and obtained necessary connection. The concerned authority could be The Promoter or nay agency appointed by the The Promoter/maintenance society of the township and the allottee shall pay the deposit and the monthly charges for the various connections referred to above, as may be fixed by the said authority from time to time.
- (iii) That it is agreed between the parties that if any outside services (External and/or peripheral) are provided by any Government or local authority for any bigger zone and any charge is levied thereof and/or any other charges levied in any respect to the "Residential Township", the same shall be payable in addition to the Amounts of the Said Plot and shall be paid pro-rata of the area of plot by the Allottee. Any such charge in the nature of External Development Charges (EDC) or extra amenities/safety measures with respect to the "Residential Township" shall be charged to and payable by the Allottee. In the event there is any increase in EDC for which the demand is raised by the local government or any statutory authority directly on the Promoter over and above the Amounts collected from the Allottee, the same shall be payable the Promoter by the Allottee when such demand is received by the Promoter and notice for which will be sent to the Allottee. The Allottee undertakes to make payment of such charges which shall be calculated on pro-rata basis on demand.
- (iv) That it is agreed between the Parties that all charges, levies, taxes, fees, cess etc of any type charged, levied or imposed, by Central/State Government or Local Authorities, in future or retrospectively, on the development of the "Residential Township" shall be payable by the Allottee in proportion to the size of the Said Plot and the Allottee shall be responsible to pay the same in the manner as and when demanded by the Promoter.
- (v) That the Allottee, as such or by virtue of this Allotment Letter, will have no right, title or interest in any land/building/common area or any part thereof outside the Said Plot and/or in an facilities, amenities, services including the club house, nursing home / hospital, gardens etc, as may be provided in the "Residential Township".
- (vi) That no further intimation/call/notice regarding payments will be sent by the Promoter except for the payment of other charges and it will be the responsibility of the Allottee to adhere strictly to the Schedule of payment, as given in Schedule B.
- (vii) The Allottee may on submitting all the original documents and receipts issued by the Promoter request cancellation of the plot booked by him which will be subject to the absolute discretion of the Promoter. If such cancellation is accepted by The Promoter, it shall be entitled to forfeit the earnest money. The Promoter shall be liable to refund the balance amount, if any, without interest only on re-sale of the said plot to the new buyer and on receipt of equivalent amount from such re-allotment and on receipt of all the original documents and receipts issued by the Promoter to the Allottee against the said plot are returned back to the Promoter by the Allottee.

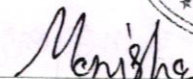
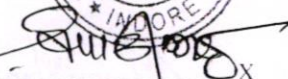
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- (viii) The Allottee has seen and accepted the plans and has applied for the provisional allotment of the plot with a specific knowledge that the building plans, designs, measurements, dimensions, location and number of the plot and all other terms and conditions are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Promoter and may also change due to changes/modifications by the competent authorities.
- (ix) That the dimensions, sizes, area of the Said Plot are subject to variations within reasonable limits and may vary up to + 10% of the sizes as stated above, at the time of physical layout.
- (x) That in case of any alteration/modification resulting in change in the size/area of the Said Plot any time prior to and upon the grant of possession of the plot, the Promoter shall intimate to the Allottee, in writing, the change thereof and the resultant change, if any, in the price of the Said plot shall be paid by the Allottee or to be refunded as the case may be. For the sake of removal of doubts & clarity, it is stated that the increase or decrease shall be at the original rate at which the Said Plot was booked. The Allottee further understands that in all such cases no other form of damages/compensation/interest or otherwise whatsoever can be claimed by the Allottee from the Promoter.
- (xi) That in case the Said Plot is omitted due to reasons beyond the control of the Promoter, the Promoter shall offer an alternate Plot of the same type, if available, and in the event of non-acceptability by the Allottee or non-availability of alternate Plot, the Promoter shall be responsible to refund the actual amount received from the Allottee till then with the understanding that no other form of damages/compensation or otherwise whatsoever to the Allottee shall be payable.
- (xii) That the Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Promoter, is unable to deliver the Said Plot to the Allottee, the Allottee agrees that the Promoter, if they decide, in their sole discretion, to refund the amount then they shall be liable only to refund the total Amount received by them from the Allottee without any interest and no other compensation shall be payable.
- (xiii) That the Allottee shall carry on construction as per the approval plans duly approved by the competent authority at that time and shall not deviate from such approved plans. The allottee shall ensure that the construction activity is carried out as per the rules laid down by the Promoter without causing any damage to any adjacent plot or construction, or roads, footpath, green areas etc. It will be the sole responsibility of the Allottee to ensure the quality standards of the construction, get all building approvals and abide by the laws as laid down by the Government/Panchayat/Municipal Corporation/Municipal Committee/any competent authority, who may be authorised, from time to time. The Allottee shall indemnify and keep indemnified the Promoter against any damages or claims resulting due to any action or inaction on the part of the Allottee with respect to the said plot. The Allottee further agrees that he shall not display any name, address, signboard, advertisement material on the external facade of the boundary of the township or on the external facade of the structure constructed on the said Plot. It is clarified that the name of the owner shall only be displayed as per the signage guidelines provided by the Promoter.
- (xiv) The Promoter has earmarked the entry gate of the plot to coordinate it with the underground sewerage manhole. The Allottee shall maintain the entry gate and connect the sewerage outlet of the house constructed on the plot in the sewerage manhole provided in front of his entry gate or inside his flat. Under no circumstances the Allottee shall dig the road or footpath to connect with the main sewerage line or for any other purposes. In the event the Allottee wants to shift his gate, then in that event, he will have to align sewerage outlet of his house with the manhole provided in front of his plot or in his flat and connect it in a manner, so that the road or footpath is not dug.
- (xv) That the Allottee hereby agrees to enter into a separate maintenance agreement and construction guidelines with any association / agency or other body(ies) or an outside agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed / nominated by the Promoter from time to time for running and maintaining the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Township and its common areas, infrastructure and services/amenities therein and the Allottee shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective of the maintenance bills and other charges raised by the maintenance agency / Society formed by the plot holders, the Allottee shall deposit, as per the Schedule of Payment and to always keep deposited with the Promoter or the Maintenance Agency as interest free Maintenance Security deposit (IFMS) as mentioned in the Schedule of Payment annexed to this Allotment Letter. In case of failure of the Allottee to pay the maintenance bills and/or other such charges on or before the due date, the Allottee in addition to permitting the Promoter / Maintenance Agency to deny him/it the maintenance services, also authorizes the Promoter / Maintenance Agency / Society to adjust such arrears/dues against the IFMS deposited by the Allottee with the Promoter / Maintenance Agency / Society.

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Further if Allottee fails to pay arrears of 3 (three) months' maintenance charges, the Promoter / Maintenance Agency / Society shall also have the right to stop providing services to the Allottee including disconnection of water connection and electricity connection, after giving 7 days notice for payment or arrears. This arrangement shall continue till the maintenance of the "Residential Township" is handed over to the Municipal Authorities Panchayat or the association / society of the Allottees / occupants and abide with their terms and conditions and bye-laws of such association / society as may be decided by them. If any Maintenance Society is formed to take over the maintenance of the township, they will have full rights to frame their own byelaws, fix the maintenance charges and govern the working of the society as per their byelaws, which will be acceptable to the Allottee.

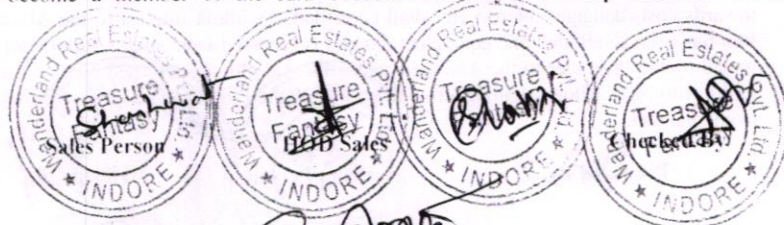
- (xvi) That further, the Maintenance Agency reserves the right to increase maintenance charges / HEMS from time to time in keeping with the increase in the cost of maintenance of services and the Allottee agrees to pay such increase as and when demanded by the Promoter or its nominated agency, till the said maintenance of the "Residential Township" is taken over by the association / society of Allottees / occupants or by any agency appointed for the purpose.
- (xvii) That the Allottee shall pay property tax and all other statutory taxes and levies, as may be applicable, directly to the Municipal Corporation / Municipal Committee / Panchayat / any other statutory body and shall ensure that no such liability falls upon the company, in case any of such liability falls upon the Promoter, the Promoter or the maintenance agency on Promoter's behalf shall have the right to collect the same from the Allottee and the Allottee shall be liable to pay/ reimburse the same to the the entity demanding the same.
- (xviii) The Allottee shall maintain the Said Plot at its own costs, so as to keep the Said Plot in good state and condition from the date of taking possession or deemed possession, of the same and not do or suffer to be done anything, in or to be neighbouring areas or any part of the Said Land in which the Said Plot is situated which is against the rules, regulations or bye/laws of the concerned local authority and/or society.
- (xix) The Allottee shall not cove any adjacent area, not at any time make or cause to be made, any additions or alternations of whatsoever nature in or to the Said Plot or any part thereof, and shall kept the sewers, drains and pipes in good conditions.
- (xx) The Allottee shall not sink, drill, install and/or commission any well/bore well/tube well within the Said Plot or anywhere outside the area of the Said Plot allotted to him/it. In case of shortage in supply or water, the Allottee shall apply for permission in this regard, to the competent authority and shall undertake the drilling of tubewells only after obtaining necessary permission.
- (xxi) The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in any part of the "Residential Township" or any portion of the Said Land.
- (xxii) The Allottee shall not store any goods of hazardous or combustible nature or which can cause damage to the structure or the neighbouring buildings.
- (xxiii) The Allottee shall permit the Promoter, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said Plot or any part thereof, to view an examine the state and condition thereof.
- (xxiv) The Allottee agrees not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the Said Plot or the interest/benefit under this Allotment Letter, unless all the dues payable to the Promoter under this Allotment Letter and otherwise in respect of the Said Plot are fully paid.
- (xxv) The Allottee further agrees to abide by all the terms & the conditions of the application for allotment and this Allotment Letter and the applicable laws and to indemnify for any such act that results in loss owing to any contravention or non compliance or any of the provisions of the application for allotment and this Allotment Letter.
- (xxvi) The Allottee agrees not to undertake any construction on said plot without obtaining necessary permission from the competent authority and shall not make any construction beyond the applicable laws governing FSI, height and other conditions.
- (xxvii) The Allottee also agrees not to permit installation of any Telecom Tower or Advertisement Tower or any other and similar type of objectionable equipment on said plot or building thereupon.

**B. MAINTENANCE OF THE PROJECT AND COMMON FACILITIES:**

- i. That "Treasure Fantasy Township Resident Welfare Association", a Company registered under the provision of Section 25 of the Companies Act, 1956, has been formed to regulate and maintain the services in Treasure Fantasy Township, hereinafter referred to as the said "Administrative Authority". The Purchaser hereby agrees to purchase one Share of Rs.1000/- each and become a member of the said Treasure Fantasy Township Resident Welfare Association".

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The Purchaser also agrees to pay maintenance security deposit and the regular monthly maintenance charges to the said "Administrative Authority" from the date of completion of all the development work and offer for possession to the allottee indenture irrespective whether the Purchaser is in occupation / possession of the Said Plot or not. The Purchaser hereby gives unconditional undertaking to follow the rules, regulation, guidelines and instruction issued by the said Administrative Authority from time to time and hereby unconditionally agrees to pay the monthly maintenance charges regularly and all the dues of the said Administrative Authority as may be demanded by the said Administrative Authority from time to time. In order to secure due performance of the Purchaser in prompt payment of the maintenance bills and other charges raised by the Administrative Authority, the Purchaser shall deposit, as per the Schedule of Payment and to always keep deposited with the Administrative Authority as interest free Maintenance Security (HMS) as mentioned in other charges. In case of failure of the Purchaser to pay the maintenance bills and or other such charges on or before the due date, the Purchaser in addition to permitting the Administrative Authority to deny him the maintenance services, also authorizes the Administrative Authority to adjust such arrears dues against the HMS deposited by the Purchaser with the Administrative Authority. However, the Purchaser shall make good the shortfall of the Security Deposit with the interest @ 18% per annum within 30 days from the date of receipt of notice from the Administrative Authority to make good such a shortfall in the security deposit.

- ii. That further, the Administrative Authority for "Treasure Fantasy Township" shall have the right to increase maintenance charges / HMS from time to time in keeping with the increase in the cost of maintenance of services and the Purchaser agrees to pay such increase and such charges as and when demanded by the Maintenance Agency / Administrative Authority.
- iii. That the PURCHASER agrees that any maintenance dues, short-fall in the Security Deposit, interest on late payment or any dues payable to the Administrative Authority shall be the first charge on the "said Plot" and the property built on it.
- IV. That, the PURCHASER agrees that, the monthly maintenance dues may be charged through the prepaid electricity meter system by the "Treasure Fantasy Township Residents Welfare Association"/ administrative authority. The PURCHASER further agrees that according to the system, any amount paid towards the electricity charges in the prepared electricity meter will first to be adjusted towards monthly maintenance charges and other maintenance society dues and, thereafter, towards the electricity charges. The PURCHASER further agrees to pay the cost of the prepaid meter and its installation charges of Rs.12400/- at the time of taking the connection.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide the possession of the Plot to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority.;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter beyond 90 days under the conditions listed above, Allottee is entitled to the following:

- (i) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

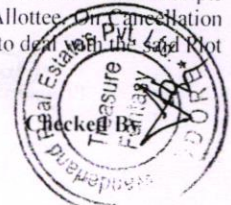
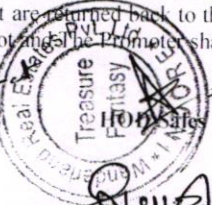
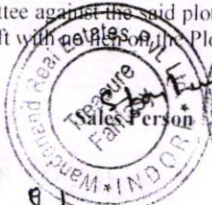
9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments as per the schedule of payment [Schedule B] for a period of more than 30 days, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate 18% per annum from the date of default:

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 45 days, the allotment of the Plot in favour of the Allottee shall automatically stand cancelled and the Promoter shall be entitled to forfeit (a) entire amount of earnest money (10% of the total price), (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Promoter's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest to the Allottee by the Promoter, but only after the said Plot has been re-allotted and equivalent amount is received from such re-allotment and all the original documents and receipts issued by the Promoter to the Allottee against the said plot are returned back to the Promoter by the Allottee. On cancellation of the Allotment Allottee shall be left with no claim on the Plots and the Promoter shall thereafter be free to deal with the said Plot in any manner.

Prepared By

X Member X X Member X



(h) The Customer after paying the entire payment as specified in Schedule A and within the time period as specified in Schedule B shall be compulsorily required to apply to the Promoter for registering the plot before the concerned Sub Registrar maximum within one year from the date of issue of this allotment letter or within 2 months from the completion of development whichever is later, failing which the promoter at its sole discretion shall be free to either charge non registration charges @ Rs.5 per sq.ft. per month + taxes from the Allottee or to cancel the Allotment letter and refuse from registering the said plot in favour of the Allottee or his nominee.

**10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Plot along with the interest for delayed payment (if any) as per the Agreement from the Allottee, shall on the request of the Allottee execute a conveyance deed and convey the title of the Plot. The allottee understands and agrees that stamp duty and/or registration charges are to be paid separately by the Allottee and are not included in the Total price. In case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE PROJECT AND COMMON FACILITIES:**

The Project and the Common facilities and amenities to be maintained as per clause (8 B (XV)) of this agreement.

**12. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**13. ADDITIONAL CONSTRUCTIONS:**

The Promoter shall have the right to make minor changes in the project post at its discretion.

**14. MORTGAGE OR CHARGE:**

The Promoter if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Plot allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building/Duplex].

**15. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**16. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot.

**17. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

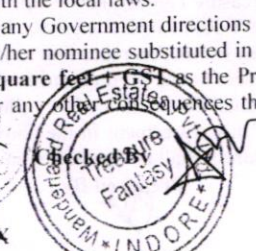
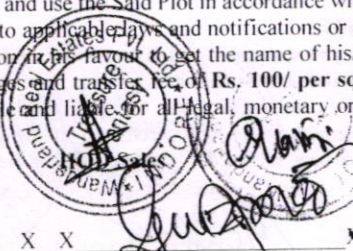
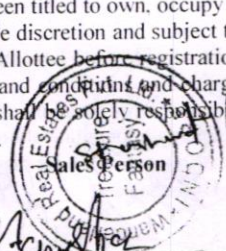
**18. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

The Allottee has signed this Letter of Allotment with full knowledge after verifying all the claims and documents and subject to all the laws and notifications and rules applicable to the area where the Said Project and said Plot is located. The Allottee has satisfied himself about the interest and title of the Promoter in the Said Land and understands all limitations and obligations in respect of the same and no objection/reservation of any nature whatsoever shall hereafter be made by the Allottee in this respect. The Allottee shall be titled to own, occupy and use the Said Plot in accordance with the local laws.

That the Promoter on his sole discretion and subject to applicable laws and notifications or any Government directions as may be in force may permit the Allottee before registration in his favour to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges and transfer fee of Rs. 100/ per square feet + GST as the Promoter may impose.. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.

Prepared By





X \_\_\_\_\_ X X \_\_\_\_\_ X

In the event of any imposition of executive instructions, at any time after the execution of this Allotment Letter, to restrict nomination/transfer/assignment by any authority, the Promoter will have to comply with the same and the Allottee and subsequent Allottees have specifically noted the same. In the event of imposition of any charge / levy / stamp duty / fees on such substitution of nominee by any Government authority / department, the same will be additionally borne and payable by the Allottee and/or the subsequent Allottees in addition to the transfer charges by the Allottee, if applicable.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

**19. WAIVER NOT A LIMITATION TO ENFORCE:**

19.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule B] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

19.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**20. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

**22. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**23. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below or at the email id of the allottees provided below :

**Details of the Allottee:**

**1<sup>st</sup> Applicant:**

**MRS.MANISHA PATIDAR W/O GOVIND PATIDAR**  
90-B, SURYADEV NAGAR NEAR  
HAWA BANGLA INDORE (M.P) 452009  
7999211677

(Name of Allottee)  
(Allottee Address)  
(Allottee Mobile Number)

**2nd Applicant:**

**MR. GOVIND PATIDAR S/O MR. PREMJI PATIDAR**  
90-B, SURYADEV NAGAR NEAR  
HAWA BANGLA INDORE (M.P) 452009  
7999211677

(Name of Allottee)  
(Allottee Address)  
(Allottee Mobile Number)

**Details of The promoter:**

M/s Wanderland Real Estates Pvt. Ltd.,  
Marketing/ Sales Office,  
Treasure Fantasy Township,  
CAT-Rau Road, Rangwasa, Indore

Any intimation regarding to payment demand and possession would be considered to have been adequately served if the same is sent by the Promoter to the Allottee's e-mail id

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post. All communications and letters posted at the above address shall be deemed to have been received by the promoter of the Allottee, as the case may be.

Prepared By

*[Signature]*

*[Signatures and Stamps]*  
Sales Person  
HDD Sales  
Checked By  
Treasure Fantasy

**24. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes to consider as properly served on all the Allottees.

**25. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**26. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **INDORE (M.P.)** in the presence of attesting witness, signing as such on the day first above written.

27. It is further clarified that the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/ document/ sale deed executed between The Promoter and The Allottee shall be borne by The Allottee. The charges of mutation proceedings in all Government/ Semi-government & local departments etc. and applicable property taxes or proportionate shares of any Land Revenue or taxes shall also be borne exclusively by the Allottee from the date of the possession of the plot or intimation of the possession or registration of sale deed whichever is earlier. These are not included in the total price mentioned hereinabove in clause 1.2.

28. The Allottee hereby agree that he/she/they shall take No Dues Certificate from the Promoter / maintenance agency / Association Of Allottees before any sale/transfer of the said plot to any third party.

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

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

Name विजय सिंह वाघा

Address 100/1 राजापुरा, गुरु इन्डोर

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

Name मंजुश्री चौधरी

Address आ.सि.सि.सो.फिल्डरुड

Prepared By [Signature]



[Signature]



X Manisha X X [Signature] X



SCHEDULE 'A' - DETAILS OF THE PLOT AND COST

SCHEDULE 'B' - SCHEDULE OF PAYMENT

SCHEDULE 'C' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT)

SCHEDULE 'D' -

AMENITIES

CLUB HOUSE

That the said project has a provision for Club House. The **Purchaser** in order to avail the facilities of the club will be required to pay the membership charges as contained in the allotment letter and the schedule of payment annexed thereto or as may be fixed by the Management Agency of the Club from time to time the membership fee as well as monthly fee. The Purchaser shall be liable to pay the membership fee and monthly fee and charges related to the membership as may be demanded by the Management Agency of the club from time to time. The Management Agency could be a contractor appointed by the Promoter. It is made clear by the Promoter and fully understood by the Purchaser that the Purchaser, as such or by virtue of this Deed of Sale, will have no right, title or interest in any land/building/ common area or any part thereof outside the Said Plot and / or in any facilities, amenities, services including the club house, gardens etc. as may be provided in the Said Project. Further the Allotee is also aware that club membership would also be given to the outsiders. The Promoters' reserve the right to give the membership to outsider/non-resident members at whatever terms and conditions deemed fit to them. The estimated time for the construction of the club house is by or before 31<sup>st</sup> December 2021.

\*The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties\*

Prepared By



X Manisha X X Govind Patidar X

**DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM**  
(Mandatory to affix photographs in the designated areas in the application form towards all mentioned categories below)

**Residents of India**

- A copy of the pan card of the individual
- Address proof

**Partnership Firm**

- A copy of the Pan card of the partnership firm
- A copy of the partnership deed, signed by all Partners
- In case of one of the partners has signed the documents, an authority letter from all the other partners authorizing the said persons to act on behalf of the firm

**Private Limited and Limited Company**

- A copy of the Pan card of the company
- Articles of Association and Memorandum of Association duly signed by the Company Secretary of the Company
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the Company

**Hindu Undivided Family (HUF)**

- A copy of the Pan card of the HUF
- Address Proof
- Authority letter from all co-parcener's of the HUF authorizing the Karta to act on behalf of the HUF

**Non-Resident Indian/Foreign National of Indian Origin**

- A copy of individual's passport
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of the NRE/NRO account of the allottee
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of the third party

**ADDITIONAL CHARGES / REMARKS**

TREASURY

www.financeindia.com



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**Site, Marketing and Sales Office**  
"Treasure Fantasy" Adjoining to CAT & Surya  
Mandir, On Cat Rau Road, Indore  
Mo. 7898909002-9005  
Email: sales@treasurefantasy@kalanigroup.com

**Corporate Office:**  
Wanderland Real Estates Pvt. Ltd.  
5th Floor, Treasure Island, 11, Tukoganj, Main  
Road, Indore-452001 (M.P.)  
Ph.: 0731-4055552, 4203006-9  
Fax: 0731-4203010

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[www.treasurefantasy.in](http://www.treasurefantasy.in)