Date: _____

Provisional Allotment Letter

Mr. _____,

_____,

_____,

_____,

PAN No:

Dear Sir,

Sub: Provisional Allotment of Flat No. _____ admeasuring a Carpet area equivalent to _____ Sq. Mtrs. On _____ Floor in Wing '____' in the project known as "SUKRUTI DREAMHOMES" situated at Gat No. 338/1/2 & 339/3 (PART) , Village Pimprala, Taluka Jalgaon ,District Jalgaon.

1) With reference to your Provisional Allotment of the said flat and upon you handing over to us a cheque of Rs…….. Cheque No…….. , dated ……, drawn on …… Bank towards the initial deposit amount we acknowledge the receipt of the same.
2) It is agreed and understood that the allotment of the said flat is only provisional.
3) You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat within 30 days from the receipt of this letter as per the prevalent law.
4) The total consideration for the flat is ……, You hereby confirm that you will make the payment accordingly in time as per the payment schedule mentioned in the agreement for sale to be registered.
5) You have agreed and confirmed that you shall not create any third party right on the said flat nor the submission of this letter create any you/your rights or interest in any way on the above mentioned unit.
6) You have agreed and confirmed that the total charges of stamp duty and registration shall bore by you for registering the agreement for sale.
7) This transaction for sale of the above mentioned flat is liable under the GST Act as per the existing regulations. The GST or any other Tax that is liable to be paid or may become liable to be paid or may become liable to be paid in future under any statute Central or State shall be payable by the purchasers.
8) You have inspected the Approved plans, specifications list of the said flat and the Title documents of the Land and have found them extremely satisfactory and clear.

9) You have completely read and understood the Deed of Declaration registered for the entire project and have no objections to any of the clauses and accept as well as agree to all the clauses/ conditions stated in all the above mentioned documents.
10) You are requested to sign in confirmation of accepting the terms as mentioned herein-above by subscribing your signature on this letter and copy of this letter.

I/We agree and confirm the same,

Thanking You

For,

ARIHANT DEVELOPERS,

(Partner)

Sr. No.	**NOTE**
1.	Stamp Duty, Registration,GST or any other tax applicable for the said flat are subject to change as per Government Norms.
2.	Alteration of any Windows, Grills, External Elevation and Facade is strictly not allowed.
3.	Flat is not transferable till the time of possession.
4.	Possession of the said flat will be done completion of all the charges liable to be paid for the said flat like Maintaince Charge, GST etc.
5.	Please provide 3 Passport size Photo of applicants, original and photocopy of PAN card and Aadhar Card of applicants also provide photo-id of two witness required for registration of agreement to sale.

AGREEMENT FOR SALE

This AGREEMENT OF SALE in respect of residential Apartment No……situated at…..Floor in the Wing '….' of **SUKRUTI DREAMHOMES** of Pimprala, Tal.& Dist. Jalgaon, Maharashtra situated on Plot No. 338/1/2 & 339/3 (PART) for a consideration of **Rs. ……/- (Rupees ……)** on this **date ……** of Christian year 2018 at Jalgaon.

BY and BETWEEN

ARIHANT DEVELOPERS, a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at **JALGAON [Pan: AASFA 3430C]**represented through its partner **SHRI. MANISH CHHABILDAS SHAH**, Age 48 years, Occupation: Business, Resident of 'Vibhor', Plot No. 4, Jai Nagar, Mehrun Shivar, Jalgaon, Tal. & Dist. Jalgaon, hereinafter referred to as '**THE PROMOTER**' (which expression shall unless it be repugnant to the context or meaning thereof shall be mean and include the said partnership firm, its partners, their heirs, legal representatives, executors, successors and administrators).

AND

1. **SHRI……, [PAN:……**], Age …… years, Occupation: ……, residing at……, hereinafter collectively referred to as "**THE ALLOTTEE"** (which expression shall unless the repugnant to the context or meaning thereof shall mean and include their heirs, executors, successors-in-interest, permitted assigns and administrators).

DESCRIPTION OF PROPERTY-

WHEREAS THE PROMOTER owns and possesses a free hold piece and parcel of land bearing **of land bearing Gat No. 338/1+2 (as per 7/12 extract Gat No. 338/1/2) and of the land part of Gat No. 339/3 are adjoining each other, hence total land under development is 0 Hect 5877.17 R + 0 Hect 625.26 R(5877.17 sq.mtrs. + 625.26 sq.mtrs.) = 0 hect 6502.43 R. (6502.43 sq.mtrs.)** of Pimprala, Jalgaon, Tal. & Dist. Jalgaon and having nonagricultural permission issued by Collector, Jalgaon bearing Order No……, dated …… and which is bounded as –

On or towards EAST - Part of Gat No. 339/3.

On or towards WEST - Gat No. 338 part (pai).

On or towards NORTH - Nimkhedi – Pimprala 18 Mt wide DP Shiv Road.

On or towards SOUTH - Part of Gat No. 339/3.

which is hereinafter referred to as '**THE SAID PLOT**'

AND WHEREAS the said plot and Area affected by the DP Road jointly hereinafter referred to as **'THE SAID PROPERTY' (**more particularly described in **Schedule I)**

AND WHEREAS THE PROMOTER has started construction of multistoried apartment buildings on the above said property as per the sanctioned plan which is approved and sanctioned by Commissioner, Jalgaon City Municipal Corporation, Jalgaon by his office letter No. ……., dated ……., for which the commencement certificate was approved and sanctioned by Commissioner, Jalgaon City Municipal Corporation, Jalgaon by his office letter No. ……., dated …….Thus the project consisting of wing 'A' , wing 'B', wing 'C', wing 'D' with wings 'A', & 'B' are consisting of commercial shops at the ground floor, while all the wings mentioned above have residential Apartments to be constructed as per the sanctioned plans of the competent authority and the premises as a whole is jointly to be known as **'SUKRUTI DREAMHOMES'** hereinafter referred to as **"THE SAID BUILDING"**

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the occupancy/completion of the building/buildings.

AND WHEREAS by virtue of legal ownership of the said PROPERTY, the PROMOTER has the sole and exclusive right to construct and allot/sell Apartments, units etc. in the said BUILDING to be constructed on the said PROPERTY and is fully competent to enter into agreement with THE ALLOTTE(s), lessee, mortgagee, of the of Apartment(s)/unit(s) and to receive the sale price thereof.

AND WHEREAS as stated above THE PROMOTER herein has got approved the plans, elevations, section and details of the said buildings from the concerned local authorities.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Lalit Rane and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are being constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the building permission/Commencement certificate as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C-1'**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'C-2'**,

AND WHEREAS the authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'.**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Occupancy/Completion Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the occupancy/completion or certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulation and restrictions of the concerned local authority, which are to be, observed and performed by the promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS on the request of THE PROMOTER herein, THE ALLOTTEE has carried out necessary independent search regarding the title and the nature of the title of THE PROMOTER of THE PROPERTY. THE ALLOTTEE is satisfied in respect of the marketable title of THE PROMOTER in respect of THE SAID PROPERTY.

AND WHEREAS THE ALLOTTEE have read and understood all the terms and conditions of the Agreement and also have read and understood all the content of the Indemnity Bonds/Undertakings etc. given by THE PROMOTER to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, N.A Order. The ALLOTTE agrees that this Agreement is subject to the said terms and is also binding on him, subject to the validity and legality of the documents submitted by THE PROMOTER.

AND WHEREAS THE ALLOTTEE is aware of the fact that, THE PROMOTER has entered or will enter into similar and/or separate Agreements with several other ALLOTTEE/s, persons and parties in respect of "other" Apartment(s)/unit(s) in the said building.

AND WHEREAS the Allottee has independently made himself aware about the all the specifications as used in the said building finished by the promoter and he is aware of the limitations, usage policies and maintaince of the installed items, fixtures and fittings of the same.

AND WHEREAS the Allottee has been shown the conditions of contract with the Promoters/contractors/manufactures and workmanship and quality standards of product/fittings and fixtures as used in the said building and on independent verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in **Annexure 'E'**;

AND WHEREAS THE ALLOTTE is given the right of Parking of vehicle on the basis of first come first basis in daily routing as per convenient or as per availability of parking place for the respective vehicles.

AND WHEREAS the carpet area of the said Apartment is _____ **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls and columns of the said apartment.

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs..... (Rupees .....)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/allocation/letter given or communicated with the Allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the conditions valid and basis for which the said apartment is agreed to be sold to the Allottee.

And that the Allottee has not given any third party any rights to enforce this said agreement unless the said apartment is transferred to him.

AND WHEREAS, 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;

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:-

1. CONSTRUCTION OF THE PROJECT/APARTMENT:-

THE PROMOTER is constructing the said buildings on the property described in Schedule-I hereunder written as per the approved plan and design as sanctioned by the Jalgaon City Municipal Corporation, Jalgaon. And all the building/s shall be constructed according to the Plans, Designs & specifications approved by the concerned local authorities from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities under any law of state or central government for the time being in force or due to change in any law. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT: -

2.1 The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee **Apartment no ……..**admeasuring **Carpet area ……. sq.mt on ……. Floor in the _____wing** (hereinafter referred to as "**THE APARTMENT**" with details more particularly described in the **Schedule II**) as shown in the Floor plan thereof hereto annexed and marked **Annexure D** for the consideration of lump sum cost of **Rs. ……** which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule IV** annexed herewith as agreed by the Allottee.

2.2 The Allottee agrees and understands that timely payment towards purchase of the said apartment as per the payment schedule/plan hereto is the essence of this agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs……..(Rupees _____ only)** as advance payment and hereby agrees to pay to that Promoter the balance amount of **Rs……../- (Rs……. only)** in the following manner-

(Note:- The price overall has been arrived and agreed upon keeping in mind the promise of the Allottee to make payments as mentioned above irrespective of the existing work progress on site.)

2.3 The Total Price above excludes expenses for Stamp Duty, Registration Fees engrossing of the final sale deed and also this excludes electric and water meter connection charges and supply thereof from the main lines and contribution towards Condominium to be formed in accordance with the registered Deed of Declaration under Maharashtra Apartment Ownership Act 1970. While also

excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar/ otherwise taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

2.4 The Total Price is escalation-free, save and except escalations/increases, due to increase on account 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 Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation/changes specifically requested or approved by the Allottee in the fittings, fixtures and specification and any other facility which have been done on the Allottee's request or approval but which haven't been agreed upon herein.

2.5 The Promoter herein on or before due date on which payment is to be done shall intimate the amount payable as stated above in writing or by digital email/whatsapp to the Allottee and the Allottee shall make the payment due to promoter within seven working days from the receiving such intimation. The above payment schedule is prepared by THE PROMOTER with the mutual consent of THE ALLOTTEE. THE ALLOTTEE has agreed to pay the due payment on its due date to THE PROMOTER punctually and regularly without fail by any mode of transfer of money in the bank account of THE PROMOTER, also the Allottee undertakes to pay to the Promoter even if the promoter fails to send a written or otherwise intimation for the payment.

2.6 Payment of any installments if made in advance shall be adjusted to the next installment as mentioned in the payment schedule above. No interest shall be paid by the Promoter for such payments made by the Allottee or by HFC/Banks on behalf of the Allottee.

3. 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes

levied by concerned local authority and other outgoings) he shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% per annum, on all the amount which becomes due to be payable by the Allottee to the promoter till the date of actual payment, provided that tender of principal amount and interest or tender of the interest and expenses shall not in itself be considered as waiver of rights of the Promoter under this agreement. The amount of interest may be informed to the Allottee from time to time or on occupancy/completion of the said project/ apartment, and the Allottee has/have agreed to pay the same as when demanded before the possession of the said apartment.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNINGAUTHORITY: -

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy/completion and/or occupancy/completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the occupancy/completion certificate is received from the local authority and the Allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said apartment to the Promoter.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter.

6. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Total Floor Space Index available as on date in respect of the project land is ..... sq.mt (.....) only and Promoter has currently planned to utilize Floor Space Index of ..... sq.mt (.....) by availing of TDR and/or FSI available for DP road under the said plot as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ..... as currently proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the currently proposed

FSI (.....) and on the understanding that the leftover from the total declared FSI (total leftover FSI is ..... sq.mt) shall belong to Promoter only.

7. SPECIFICATIONS AND AMENITIES:-

The specification and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in Schedule III hereto. Common amenities for the project on the said land are stated in the Schedule IV annexed hereto. In the project multistoried high rise building/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

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.

9. POSSESSION OF THE APARTMENT:-

9.1. Schedule for the possession of the said apartment: -The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipts of full consideration/total price and dues of Promoter and taxes thereon are paid by the Allottee in respect of the said apartment, in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on .....

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the occupancy/completion of building in which the Apartment is to be situated is delayed on account of –

(I) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

(II) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason

where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or Tribunal, competent authority, statuary authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the occupancy/completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Prompter shall be entitled to the extension of time for delivery of 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 30 days from that date. After any refund of the money paid by Allottee, also 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.

9.2. Schedule for possession for the Common amenities: -The Promoter herein is developing the said land which consists of various building/wings as described above having common amenities like gymnasium, society office, internal roads, garden, led lightings for the internal roads etc, the construction/development of the said common amenities will be completed in due course only after occupancy/completion of construction of all the wings of the said project on the said property. The Promoter assures to hand over possession of the said common amenities on ……

That the Allottee further agrees that even where 'substantial occupancy/completion' of works has been done and after receiving occupancy/completion from the competent authority possession of the said unit shall be given and that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of no occupancy/completion of aforesaid common amenities. The substantial occupancy/completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

9.3.Procedure for taking Possession: - The Promoter, upon obtaining the occupancy/completion certificate from the local/competent/planning authority shall offer in writing to the Allottee intimating that, the said apartment is ready for use and occupation. The Allottee herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price, taxes to be paid to the promoter and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee case of failure of

fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges, Transformer charges which are due to be paid as determined by the Promoter prior to taking the possession of the said apartment.

9.4. It shall be expressly agreed that wherever it is the responsibility of the Allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.

9.5 COMPENSATION: - That the Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of deed of apartment, where on proportionate undivided share in land as percentage will be conveyed to him as per deed of declaration.

Expect for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Apartment in accordance with the terms of this Agreement, duly completed by the date specified herein; or due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him respect of the Apartment, with interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said project, the Promoter shall pay to the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over the possession of the said Apartment.

10. TIME IS ESSENCE: -

Time is essence for the Promoter as well as Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy/completion certificate as the case may be as determined by the local law. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement as per the Payment Plan set out in this agreement as per clause 2.2.

11. TERMINATION OF AGREEMENT: -

11.1. Without prejudice to the right of promoter to charge interest as per the clause no.4 above, on the fact that Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on all Allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of this intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(subject to adjustment and recovery of any administrative expenses plus the taxes already paid to the government like GST etc. or any other expenses incurred by the promoter for such unit as requested by the Allottee or any other amount which may be payable to Promoter) with in a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

11.2. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee herein terminated as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the said apartment, shall stands automatically canceled and either party have no right, title, interest or claims against each other except as provided hereafter.

12. DEFECT LIABILITY: -

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams, slab, internal walls etc. or in the fittings herein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, utility, open to sky terrace and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage, tracks of each aluminium window be cleaned periodically for the ease of movement of sections, etc.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF CONDOMINIUM OF APARTMENT HOLDERS AND CONVEYANCE OF THE SAID APARTMENT: -

The vendor has registered deed of declaration having Document bearing no. ……., dated ……..registered in the office Joint Sub-Registrar Class-2, Jalgaon-3, under Maharashtra Apartment Ownership Act (1970). A copy of which has been given to you and it is understood that you have completely read the same and have no objections to any of the clauses and accept and agree to all the clauses/ conditions stated in all the above mentioned documents and give unequivocal consent along with an authority on the following issues are giving to the Promoter.

Now as per Maharashtra Apartment Ownership Act (1970) Common Areas which includes land as per section 4 of this act, an Apartment together with its undivided interest in the common areas (including land) are heritable and transferred immovable property and are transferred along with apartment/shop through deed of apartment / sale deed. The land holding with respect to every unit is mentioned in the deed of declaration registered for

the said project. We have agreed to execute a conveyance deed in favor of the Allottee subject to fulfillment of the financial commitment of the Allottee towards the promoter and the association of the Flat Owners under the Deed of Deceleration. So the said land of the said project will be transferred to all individual apartment owners as undivided common interest at the time of deed of apartment /sale deed.

The Allottee along with other Allottee of Apartments/shops in the building shall join in forming and registering the Condominium to be known by such name as the Promoter may decide or as declared by him under the deed of declaration registered for the said project and for this purpose also from time to time sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and registration of the Condominium and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, as required by the prevalent law. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required as the case may be, or any Competent Authority.

14. PAYMENT OF TAXES, CESSESS, OUTGOINGS ETC: -

The Purchaser/s herein is well aware that, the Indian Government has imposed Goods & Service Tax (GST) on the agreed consideration of the said apartment, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Goods & Service Act 2016 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee herein shall bear and pay the aforesaid tax amount as requested by the Promoter so as to enable the Promote to deposit/pay the same to the Government of India.

If at any time, after execution of this agreement, any additional taxes/duty/charges/premium/cess/surcharges etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy/completion, the Allottee shall be liable to bear and pay all the taxes as mentioned above without assigning any reason for the same. Also the Allottee will be liable to pay the maintaince charges as well as the electric Transformer charge as detailed more specifically below to the promoter before the notice period ends. In case Title insurance as per the relevant act is to be taken out by the promoter on the said property, the promoter reserves the right to take the consideration of the proportionate share of the premium payable for the said insurance from the Allottee and after conveying the property to the Allottee it will be his responsibility to continue to pay the premium for the same so as to keep the insurance.

Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, premiums and/or other charges etc. will be always on Allottee of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interests and Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.

15. DEPOSITS BY ALLOTTEEWITH THE PROMOTER: -

The Allottee shall as per the registered DEED OF DECLERATION and its subsequent amendments on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

(I) Rs. 2,001/- For share money and application entrance fee of the Association so formed.

(II) Rs. 50,000/- deposit towards the making a corpus fund for whose purpose will be address all the outgoings of Association for the maintaince of the complete project in favour of association of apartment owners for maintenance formed as per Maharashtra apartment ownership act 1970.

(III) Rs. 15,000/- For deposit of electrical Transformer to be provided in the said project.

16. REPRESENTAIONS AND WARRANTIES OF THE PROMOTER: -

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

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land.

d) There are no litigation pending before any Court of law with respect to the project land.

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee and the Allottee is aware that professional liability have been undertaken by them individually with the Promoter which shall

prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee and based on these said details of the drawings and the calculations and areas shown, the Allottee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;

g) The promoter has right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Allottee creates herein, may pre-judicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottee;

k) The Promoter has duly paid and shall continue to pay and discharge undisputed 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;

l) 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 or served upon the Promoter in respect of the project land and/or the project.

m) THE Promoter will provide CCTV cameras on the ground floor and watchman cabins on entrance of SUKRUTI™ DREAMHOMES. The cost of installation and commissioning will be borne and done by THE Promoter; however all of these will be maintained by THE ASSOCIATION formed for the maintaince of the said building under the Maharashtra Ownership Act 1970 from the common corpus of funds so accumulated.

n) All the electric work required for the said Apartment upto the place where electric meters will be fitted, and from the electric meter space to the location of the

transformer, where the MSEB provides the electrical supply will be borne and done by the Promoter, however, the expenses required for the installation of electric transformer is to be shared by all Allottees in the said building called SUKRUTI™ DREAMHOMES. Also the electric meter required for the said apartment is to obtained by the Allottee with his own expenses.

17. COVENATS AS TO USE OF SAID APARTMENT: -

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or by-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allotteein this behalf, the Allottee shall be liable for the consequences of the breach.

c) The Allottee shall use the said Apartment for residential purpose only as allowed by the competent authority in such a manner that he/she/they shall not cause any disturbing to the neighbors of the said Building.

d) The Allottee will have undivided share in the land mentioned above which the Allottee shall not ask for division of his share of the said plot

e) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

f) Not to demolish or cause to be demolished the Apartment or any other part thereof, nor at any time to make or cause to be made any addition or alteration of whatever

nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and /or the Society or the Limited Company.

g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

i) Pay to the Promoter within fifteen days of demand by the Promoter, his share of taxes as mentioned above along with all the deposits for maintaince of the complete project and transformer as mentioned above.

j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of Apartment by the Allottee for any purposes other than for purpose for which it is sold.

k) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

l) All The Allottee in the said building jointly called SUKRUTI DreamHomes shall raise a common fund for the purpose of maintenance of the said BUILDING and facilities and amenities provided by THE Promoter and shall open an account in any bank and operate the said bank account as per the provisions of Deed of Declaration which is executed and registered in respect of THE BUILDING.

m)The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy/completion and use of the Apartment in the Building and shall pay and contribute regularly and

punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

n) Till a conveyance of the structure of the last apartment in the said building and common areas, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

o) That the Allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

p) That any nominated surveyor/architect for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee.

q) That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighbouring or the remaining building/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regards.

r) That the parking spaces allotted to the Allottee shall be used for the purposes of parking and that the said space is designed and made for use of parking a four wheeler private vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.

s) The present terrace of the said buildings is owned and possessed by The PROMOTER while the one formed after construction of future units / flats on the present terrace will be jointly owned and possessed by the unit holders of the respective buildings commonly and THE PROMOTER will have all the rights to give the said terrace for hoardings, advertisement board, mobile tower, internet service provider.

18. NAME OF THE PROJECT: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have name of the project "**SUKRUTI DREAMHOMES"** and the buildings/wings will be denoted by letters **A, B, C & D** respectively as decided by the Promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a buildings/wings and at the entrance of the scheme. The Allottee in the said project/building/s or proposed association are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

19. ENTIRE AGREEMENT AND RIGHT TO AMEND: -

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 apartment. This agreement may only be amended through written consent of Parties.

20. RIGHT OF ALLOTTEETO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES: -

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vide (limited) common areas/facilities, the use of the common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the association of Allottee(or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of all Allottee from time to time.

21. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation cap of three percent. Note that the carpet area mentioned in this agreement is the unfinished carpet area of the said apartment measured prior to the commencement of plastering and tiling works respectively for the said apartment the total price payable for the carpet area hence shall be calculated as per the same. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Allottee within forty-five days with the annual interest at the specified in Rules, from the date when such an excess amount was paid by the Allottee. It there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter agreed in clause 2 of this Agreement. Provided that in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

22. PROVSIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEE:-

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 said project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the Allottee agree that they shall not object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed

by the Allottee to the Promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

23. REGISTRATION OF THIS AGREEMENT: -

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

24. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES: -

The **Allottee** herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee or Association i.e. organization as may be formed in which the Allottee will be the member.

25. WAIVER NOT A LIMITATION TO ENFORCE: -

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 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 to exercise such discretion 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 Allottee.

Failure on the part of the Promoter 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.

26. SEVERABILITY: -

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

27. PLACE OF EXECUTION: -

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory is duly executed by the Allottee and the Promoter through its authorised signatory at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Jalgaon.

28. 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 address specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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 failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29.JOINT ALLOTTEE: -

That in case there are Joint Allottee, they shall be considered as joint and severable Allottee for the purpose of these clauses in the agreement and 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 Allottee.

30. 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 laws of India for the time being in force.

Schedule I –

(Description of the said Land along with its boundaries)

All that piece and parcel of land bearing Gat No. 338/1+2 (as per 7/12 extract Gat No. 338/1/2) admeasuring 0 Hect 72 R (7200 sq.mtrs.), Jalgaon, Tal. & District Jalgaon, within the Sub-Registration office Jalgaon and Jalgaon City Municipal Corporation,Jalgaon

Out of the 7200 sq.mt of the said land 1322.83 sq.mt is affected by 18 Meter wide D.P. Road, so the whole of the remaining land of Gat No 338/1+2 (as per 7/12 extract Gat No. 338/1/2) expect the one which is affected by 18 Meter wide D.P. Road is to be considered only admeasuring 0 Hect 5877.17 R (5877.17 sq.mtrs.) The above said land is owned and possessed by Mrs.Yachana Shailesh Jain.

2. All that piece and parcel of land bearing Gat No. 339/3 admeasuring 3 Hect 23 R (32300 sq.mtrs.), Jalgaon, Tal. & District Jalgaon, within the Sub-Registration office Jalgaon and Jalgaon City Municipal Corporation, Jalgaon.

Out of above mentioned Gat.No. only the land adjoining to the south side part of Gat No. 338/1+2 (as per 7/12 extract Gat No. 338/1/2) admeasuring 0 Hect 625.26 R (625.26 sq.mtrs.) . The above said land is owned and possessed by Mrs. Yachana Shailesh Jain.

3. Thus the first part of land bearing Gat No. 338/1+2 (as per 7/12 extract Gat No. 338/1/2) and the second part of the land part of Gat No. 339/3 are adjoining each other, hence total land under development is 0 Hect 5877.17 R + 0 Hect 625.26 R(5877.17 sq.mtrs. + 625.26 sq.mtrs.) = 0 hect 6502.43 R. (6502.43 sq.mtrs.) which is bounded as :-

On or towards East : Part of Gat No. 339/3.

On or towards West : Gat No. 338 part (pai).

On or towards North : Nimkhedi – Pimprala 18 Mt wide DP Shiv Road.

On or towards South : Part of Gat No. 339/3.

which is hereinafter referred to as '**THE SAID PLOT**'

4 Agriculture Land on the North side having Area 0 Hect 13.23 R which is affected by 18 Mt wide DP Road from and out of Gat No. 338/1+2 (as per 7/12 I.e Gat No.338/1/2 having a total land area of 0 H. 72 R. the remaining area i.e 0 H. 13.23 R is property purchased under sale deed having vide Doc no. 4486/2018 in the office of Sub-Registrar Jalgaon-3 and subject matter of this report, which situate at village pimprala within the limits of Jalgaon Municipal Corporation, at Jalgaon,

AND WHEREAS the said plot and Area affected by the DP Road is now jointly hereinafter referred to as **'THE SAID PROPERTY'**

SCHEDULE II –

(Description of the said apartment along with its boundaries)

THE SAID APARTMENT identified hereafter as ……., consists of entrance Foyer, Living room, kitchen + dining room, dry balcony, study room with enclosed balcony, store room, toilet, passage, sit out with enclosed balcony with attached toilet, master bed room with attached toilet and with an open to sky terrace admeasuring …….. sq.mtrs. The Total carpet area for the said flat admeasuring **…… sq.mtrs**, Open to sky terrace for the said apartment admeasuring **…… sq.mtrs** and Balcony admeasuring **…… sq.mtrs**. Construction of said Apartment is R.C.C. with concealed electric fitting and the electric meter for THE APARTMENT is to be purchased by the said Allottee with his own expenses. Also as per the latest executed and registered Deed of Amendment to make amendments all the previously registered Deed of Declarations, the Undivided land holding for the above said flat is ……..sq.mt along with its Voting percentage being …….%.

The said Apartment is bounded as on or towards-

- East - ……
- West - ……

- North - .....
- South - .....

SCHEDULE III–

(Description of the Specifications of the said Apartment)

- **Structure**
- Strong RCC structure with external walls as well as internal partition walls constructed with AAC Blocks.
- Partition Walls in AAC Blocks/Flyash bricks with Neeru Finish Plaster for shops.
- External wall with Sand Faced Plaster and Acrylic Texture
- Railings for Terrace in MS with Oil paint.

- **Walls and Ceilings**
- Gypsum – finish surface to inner walls in the entire apartment
- Oil – Bound Distemper (OBD) to all inside walls and ceiling as well as acrylic good quality external paint

- **Kitchen**
- Granite kitchen platform with SS sink and ceramic glazed tiles up to lintel level on the L-shaped kitchen platform
- Adequate electrical points for microwave, fridge, and exhaust fan.
- Washing machine , plumbing and electrical point in dry balcony.

- **Doors**
- flush doors for entire apartment with proper architectural finish.
- Toilet door frames with polished granite.
- All door fittings in SS finish with branded cylindrical locks and/or branded night latch and/or SS finish aldrop as and where required.

- **Electric**
- Branded fire – retardant copper wiring with adequate Modular sockets and switches of reputed brand.
- TV and telephone point in Living Room.
- MCB of reputed brand.

- **Flooring**
- 600 x 600 mm/ 800 x 800 mm branded vitrified tiles with 75 mm skirting in the living, kitchen, dining, passage and all bedrooms.
- 300 x 300 mm/ 600 x 600 mm ceramic floor tiles in dry balcony, terraces and toilets.

- **Toilet**
- CPVC and/or UPVC plumbing and branded sanitary ware
- 300 x 300 mm/ 600 x 600 mm branded Glazed tiles up to lintel level.
- Branded CP fittings.
- Cockroach preventive traps
- Exhaust fan and electrical heater points.

- **Windows**
- Sliding 3 – track (2+1) , aluminum powder – coated window along with mosquito mesh.
- Aluminum louvers with glass and mosquito mesh along with provision for ventilators for all toilet windows.
- MS safety grills with oil paint only at windows.
- Good quality granite window sills from inside for all the windows and ventilators.

Any Additional or other extra work will be carried out at extra cost to be paid in advance as per the estimate given by the PROMOTERS/BUILDERS.

NOTE: The promoters reserve the rights to change / modify any of the above contents as and when required based on market availability of raw materials, finished goods, etc.

SCHEDULE IV–

(Description of the Common Amenities and its specification for the said project to be maintained by the condominium of the said project)

Specification of Common Amenities -

A) Compound wall, main entrance gates with security cabin.

B) Landscaped garden in open space.

C) Dedicated Children Play Area.

D) Adequate visitors parking For Shops in-front of the Shops.

E) Society office and gymnasium for all the apartment allottees.

F) High speed Automatic Door closing Passenger Elevators.

G) LED fixtures for common Area.

H) Kota Stone for staircase treads, risers and mid landings.

I) Internal driveways in concrete and shoulders in paver blocks.

J) Rain water harvesting for entire project

K) CCTV for common areas.

L) Fire Fighting provisions to be made as per prevalent law.

M) Street lighting.

Description of Common Amenities-

- Garden in the cumulative open space of Gat No. 338/1+2 &339/3 is common for all unit holders of above buildings situated on the above-mentioned on the said land.
- All roads, passages, entry area, exit area and other open area between buildings or common for above buildings.
- Gymnasium will be common for all unit holders of abovesaid buildings.
- Society office/ Party Hall will be common for all unit holders of abovesaid buildings.
- The common area of ground floor above buildings will be covered under the vision of C.C.TV. Cameras and those cameras will be common for all unit holders.
- Watchman cabins that will be provided on the required places will be common for all abovesaid buildings.
- There are bore wells provided for all the above buildings with internal connections to the overhead water tanks of above buildings.
- The bore well pump and pipe connections and machineries required for proper functioning of bore wells.
- Each building will have one water storage water tank on the top of the building having two compartments mainly one compartments for daily use of water and another compartment for drinking water facility.
- Also one fire tank will be provided for each building mentioned above.
- Electric motors, switchboard, starter and other electrical equipment provided for pumping of water from ground level up to the storage tank of the abovesaid buildings.
- Municipal water connections in the name of one unit holders of the said buildings for provision of drinking water from Municipal Corporation Jalgaon and the water bill of the said drinking water connection is to be paid by all unit holders of above buildings.(The infrastructure will be provided by the promoter however the connection will have to taken by the said unit holder from the Municipal Corporation of Jalgaon.)
- Meter Room, D.P. and cable used is common for all owners.
- Electric D.P. with underground cable upto meters of each buildings with provision of electric meter wall common for all unit holders of the said buildings.

- One three-phase connection for the entire project is taken which will be used to lift and other common amenities provided for the abovesaid buildings.
- There will be one lift provided for all the buildings with the provision of future additional lift for building no. A, B, C and D for future construction on the abovesaid buildings.
- On the above project there will be parking available on ground floor of each buildings also parking will be available in between two buildings and wherever the area will be available for parking of vehicles of two BHK unit holders of the above buildings and the allotment of the said parking will be on the basis of first come first serve.
- Fire fighting equipments provided for the safety of all above buildings will be common for all unit holders and will have to maintained periodically by the unit holders to avail its utmost usability.
- There are 10 shops in building no. 'A' and 10 shops in building 'B' '. The shop owners have right to park their and their customers vehicles in front of their shops, But in no way can park their or their customers vehicles in front of the residential unit entrances so as to block the passage and cause obstruction to the free movement of vehicles.
- The shop owners on Northern side of project can avail water from the overhead water tank but will have to pay judicious maintenance for the same to the association of shop and flat owners which will be formed subsequently.
- Shop owners will neither have right to enter inside the residential part of project nor can enjoy common amenities except water. But they can erect dish/antenna etc on terrace at location suitable to association and shop owner with mutual consent.
- If some shop owner desired to construct toilet in their shop, they can join the drainage of such toilet to main line of project provided they will ensure there-fixing of tiles/ concreting to the satisfaction of association.
- Staircase of Building No. A, B, C & D are common for their respective buildings.
- Lifts of Building No. A, B, C & D along with their machine room are common for their respective building with power backup for all lifts provided for the buildings.
- Area below staircase of Building No. A, B, C and D will be common for their respective building.
- Lobbies of respective Building No. No. A, B, C and D are common for all.
- Plumbing network throughout the Scheme in common area and is common for all.
- Electric wiring network throughout the Scheme in common area and is common for all.
- Necessary Light connections throughout the project in common area and is common for all and will have to maintained periodically by the association.
- Drainage lines throughout the project in common areas.
- The foundations, main walls, columns, beams and rooftop of total project are common to all.
- The Electric transformer to be erected within the premises of the said plot will be common for all the unit holders.

List of Annexures

ANNEXURE – A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE – B = Copies of 7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE – C1 = Copy of the Building permission / Commencement Certificate.

ANNEXURE – C2 = Copy of plans of the Layout plan as approved by the competent authority according to which the construction of the buildings and open spaces are proposed to be provided for on the said project

ANNEXURE – D = Copy of floor plan of the said apartment which is intended to be bought by the Allottee.

ANNEXURE – E = Authenticated copy of the Registration Certificate of the Project to be granted by the Real Estate Regulatory Authority.