(on letterhead)

ALLOTMENT LETTER

Date :- _____

To,

Mr/Mrs _____

_____,

(the "applicant")

Sub :- Allotment of Shop/Store Unit No. ____ on the _____ floor of the building to be known as "Mohan Market" , Khamgaon

Reference :- Your enquiry/application/confirmation dated _____ for allotment of Shop/Store Unit

Dear Sir/ Madam,

We thank you for evincing interest in our project namely "Mohan Market", and in pursuance to receipt of your aforesaid enquiry/application/confirmation, we have reserved Store/Shop/Tenement Unit in your name as detailed below :-

1) Store/Shop Unit details :-

Particulars	Details
Store/Shop/Tenement Unit No.	
Floor No.	
Carpet Area	
Super Built Up Area	
Others (to be mentioned, if any)	
Name of the Project	**MOHAN MARKET**
Address of the Project	Plot No. 3/3, Near National Medical, Shyamlal Road, Khamgaon – 444303

2) After receiving the said Application, we have given you disclosures of various documents/information in respect of the land on which the aforesaid project being /is developed and in respect of the said Store/Shop/Tenement Unit, as envisaged under the Real Estate (Regulation and Development) Act 2016. Further, we have handed over floor plan and specification of the said Store/Shop/Tenement Unit to you. By this allotment letter we are hereby allotted the said Store/ Shop/Tenement Unit subject to terms and conditions mentioned herein below: -

a) <u>The cost details in respect of said Store/Shop Unit are as under :-</u>

Sr. No.	**Particulars**	**Amount in Rs.**
1	Price/Consideration of the said Store/Shop Unit	Rs.
2	Stamp Duty (including LBT, if applicable)	Rs.
3	Registration Fees	Rs.
4	Applicable G.S.T on Agreement Value	Rs.
5	Other Applicable Tax	Rs.
6	One time Maintainance Charges	Rs.
7	One time Entrance Fee of Association	Rs. 5000/-
8	Subscription to Share Capital of Association (one share)	Rs. 1000/-
9	Others (to be mentioned)	Rs.

b) In order to show your bonafide you have deposited with us a sum of Rs. _____/- on the signing of this letter by Cheque/Pay order drawn in our favour. The said amount (Subject to realization of Cheque/Pay order) shall be adjusted towards the purchase price on your executing formal agreement. The formal agreement shall be in the format in which the same shall be entered into by us with the other shop/store/tenement unit purchasers and the same shall be executed within a period of 30 (thirty) days or such further period as extended by us.

c) The balance amount shall be paid by you to us at the time of execution of Agreement to Sale in respect of the said Store/Shop/tenement Unit.

d) Please note that the aforesaid store/shop/tenement unit is provisionally reserved for you. In case you fail to pay any installments or fail to enter into the Agreement within the stipulated period as stated above, the aforesaid reservation shall stand cancelled and you shall not have any claim of whatsoever nature against us. Please note any delay in payment will attract interest at rate of 18% P.A. compounded quarterly for the delayed period. Please further note that this reservation made hereunder is personal and is neither transferable nor assignable.

e) The amount of stamp duty, registration fees, GST are subject to change depending upon the government policy. You shall pay the applicable GST on each of the installment payable to us

and shall pay the TDS if applicable on your own and provide us the certificate in that regard. All taxes, cess, charges levies under any concerned statute shall be borne by you over and above the Agreement value.

f) You shall approach us on mutual fixed date to execute the said Agreement and thereafter within a period of 30 days you shall make yourself available for registration of the said Agreement as and when intimated by us. The Payment of Stamp duty and registration fees in respect of said Store/Shop/Tenement Unit shall have to be deposited by you within 7 days prior to the execution of the said Agreement.

g) If you intend to cancel allotment of the said Store / Shop/Tenement Unit , you shall submit "Application of Cancellation of Allotment" alongwith original copies of receipts issued by us. In case original receipts have been lost by you, you shall submit to us a duly notarized affidavit cum indemnity in our prescribed format at your own cost.

h) In case of cancellation of allotment of the said Store/Shop/Tenement Unit to you, either on our part on or your part, as mentioned hereinabove, we shall be entitled to deduct the amount of Rs. 1,00,000/- (Rupees One Lakh only) and GST as deposited with the Govt. from aforesaid advance payment and the balance shall be refunded to you, without any interest thereon.

i) Once the allotment of the said Store/ Shop/Tenement Unit is cancelled, you shall cease to have any claim over the allotment of said Store/Shop/Tenement Unit and we shall entitle to dispose off the said Store/Shop/Tenement Unit in any manner at our discretion.

j) If there are more than one Allottee, the cheque of the said amount shall be drawn in favour of person from whose account we have received the same.

k) You have specifically agreed that we shall have all the rights to amend the building plans by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time, including additional construction on the building and that you shall not have any objection or reservation to any such expansion, extension, construction or amendment.

l) A) The car parkings in the project shall be available only subject to payment of parking charges decided for on hourly basis as may be decided by Promoter/Vendor or Condominium/Society/Association and payable by the User, whomsoever he may be.

B) The remaining parking shall be for common use subject to restriction that all Store/Shop/Tenement Unit owners and their employees shall park their vehicles in basement floor only and the Ground Floor parking shall be only for Customers.

m) Electricity Meter and Connection in Store/Shop Unit shop shall be at your own responsibility and costs.

n) It is hereby agreed and confirmed that you shall be liable to pay periodical maintainance charges to the Association as may be decided by the Association from time to time. The Rule and Regulations made by the Association shall be binding on you.

o) A) It is hereby agreed and confirmed that no Purchaser/Allottee of Store/Shop/Tenement Units on basement/ground/first/second floor, or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of selling wine, beer, foreign or country liquor of any quality in retail or wholesale basis at any point of time, in present or in future. Similarly, they shall not have any right to do any business of sale and/or preparation of fish, mutton or any other non-vegetarian foods.

B) It is hereby agreed and confirmed that that no Purchaser/Allottee of Store/Shop/Tenement Units or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of gambling, lottery, satta or any illegal business, at any point of time, in present or in future.

p) It is hereby agreed and confirmed that, no rights of any nature has conferred or intended to be conferred by this Allotment Letter, unless, the agreement is executed between us.

For Mohan Market,

Through its Partner

Authorised Signatory

ACCEPTANCE

Acceptance of Allotment of the said Store/Shop/Tenement Unit :

I/we hereby acknowledge to have checked the said disclosures and terms and conditions and we have read, understood and accept the allotment of said Store/ Shop/Tenement Unit from you, subject to the terms and conditions mentioned herein above.

Date: _____

Signature of Allottee/s: 1) _____ 2)_____

Names of Allottee/s : 1) _____ 2) _____

Address of Allottes/s : _____

Email id of Allotte/s : _____

Mobile No. of Allotte/s : _____

AGREEMENT FOR SALE OF STORE/SHOP/TENEMENT

situated at

"***Mohan Market***"

Sheet No. 25-D, Plot No. 3/3, Mouja- Khamgaon

Stamp Duty is paid as per Government Rules.

(Stamp Duty paid Rs. _____ /-)

Agreement of Sale Valued at Rs._____/-

Total Sale consideration valued at Rs._____/-

THIS AGREEMENT FOR SALE is made and executed on this _____ Day Of _____, 20____ between –

M/s. Mohan Market (PAN : ABJFM7243B) through partners,

1) **Munawwar Ali Saifuddin Babji**, aged 49 years, occupation – business, resident of Babji Villa, Tank Road, Khamgaon- 444303

2) **Ashfaq Hussain Saifuddin Babji**, aged 57 years, occupation – business, resident of Babji Villa, Tank Road, Khamgaon- 444303

3) **Manoj Jagdish Modi**, aged 47 years, occupation- business, resident of Pushpanjali, Water Filter Road, Waman Nagar, Khamgaon – 444303

4) **Vijaykumar Ratanlal Rathi**, aged 56 years, occupation – business, resident of Flat No. 13, Near Swami Samartha Sankul, Nandura Road, Khamgaon – 444303

5) **Satish Ratanlal Rathi**, aged 46 years, occupation – business, resident of Flat No. 13, Near Swami Samartha Sankul, Nandura Road, Khamgaon – 444303

6) **Ashok Shamrao Sonone**, aged 57 years, occupation – business, resident of Plot No. 24, Shankar Nagar, Bobdey Colony, Khamgaon – 444303

Nos. 1) to 6) through authorised partners and Power of attorney holders -

1) **Munawwar Ali Saifuddin Babji**, aged 49 years, occupation – business, resident of Babji Villa, Tank Road, Khamgaon- 444303

2) **Manoj Jagdish Modi**, aged 47 years, occupation- business, resident of Pushpanjali, Water Filter Road, Waman Nagar, Khamgaon – 444303

3) **Vijaykumar Ratanlal Rathi**, aged 56 years, occupation – business, resident of Flat No. 13, Near Swami Samartha Sankul, Nandura Road, Khamgaon – 444303

4) **Ashok Shamrao Sonone**, aged 57 years, occupation – business, resident of Plot No. 24, Shankar Nagar, Bobdey Colony, Khamgaon – 444303,

hereinafter referred to as the "PROMOTER" or "VENDOR" (which expression unless repugnant to the context, shall always mean and include its legal representative, successors and assigns) being the party of *FIRST PART*;

AND

Shri_____(PAN :), aged years, occupation - business, resident of_____, _____- _____, hereinafter referred to as the "PURCHASER" or "ALLOTTEE" (which expression unless repugnant to the context, shall always mean and include his heirs, legal representative, successors and assigns) being the party of *SECOND PART*;

WHEREAS :-

a) WHEREAS the Promoter/Vendor Partners No. 1 to 5 above, owned and possessed all the piece and parcel of land situated at **Mouje – Khamgaon**, Tq -Khamgaon & Dist Buldhana, within the limits of Municipal Corporation of city of Khamgaon and within the Jurisdiction of Sub-Registrar, Khamgaon, bearing old survey No**.173**, Sheet No. 25-D, Plot No. 3/3, admeasuring 1097.42 Sq. mtrs of land, more particularly described in the Schedule "I" hereto, which is hereinafter referred to as the said land/plot, and,

b) WHEREAS the Promoter/Vendor had commenced the construction of the Project commercial building on the said plot/land - known as "MOHAN MARKET" in pursuance of the permission granted by the Chief Officer, Municipal Council, Khamgaon vide Building Permission No. BPA/00055/2018-19 (Building Case No. 187/2017-18) dated 18/12/2018 which is almost completed, more particularly described in Schedule "II" hereto, consisting of several store / shop/ tenement units on different floors of one building and the promoter/ vendor has decided to carry out construction/development on the said Project in phases and ;

c) WHEREAS in the light of aforesaid transactions, the said Promoter/Vendor herein has sole and exclusive right to obtain revise sanction to the buildings plans and to develop the said property by constructing multistoried buildings thereon and has absolute right to sell, lease, mortgage etc., the various store/shops/tenement units in the said buildings to be constructed on the said property and further has absolute authority and right to allot exclusive right to use parking, Terraces, reserved/ restricted areas, Space for advertisement on terrace of building etc., and to enter in to agreement with the prospective purchasers/allottees, mortgages, lessees etc., and to receive the sale price in respect thereof.

d) WHEREAS the postal Address of the said building is "MOHAN MARKET ", , Plot No. 3/3, Near National Medical, Shyamlal Road, Khamgaon – 444303 (MAHARASHTRA) and the Promoter/Vendor has submitted the said plot/land and proposed project / building thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 under section 2 of the said Act by duly executing and registering the declaration as provided by sec. 11 of the said Act, registered on _____ at Sr. No. _____ with the office of the Sub-Registrar, Khamgaon, and,

e) WHEREAS the Promoter/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter/Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building; and

f) WHEREAS the purchaser/allottee/s herein has/have demanded from the Promoter/Vendor and the Promoter/Vendor has given inspection to the purchaser/allottee/s of all documents relating to the title of the said property, plans, designs and specifications prepared by aforesaid Architect of the Promoter/Vendors and such other documents as specified under Maharashtra Ownership Flat Act (Regulation of Promotion of Construction, sell, Management and transfer) Act, 1963, which is hereinafter referred to as the said Act, for the sake of convenience only.

g) WHEREAS after the purchaser/allottee/s enquiry, the Promoter/Vendor herein has requested to the purchaser/allottee/s to carry out independent Search by appointing his/her/their own Advocate and to asks any queries, he/ she/ they had regarding the marketable title and rights and authorities of the said owners and Promoter/Vendor herein. The Purchaser/Allottee/s has/have satisfied, himself/herself/themselves in respect of marketable title of the said owners and further rights and authorities of the said Promoter/Vendor herein.

h) WHEREAS the Purchaser/Allottee/s has/have demanded and has also taken inspection of the Building Permission and Approved Plans, Deed of Declaration, Completion Certificate issued by the concerned local authority and other relevant documents and papers including interalia the Municipal Assessment Bills, Property Register Cards and all other documents required to be furnished to the Purchaser/allottee/s by the Promoter/Vendor under the Maharashtra Ownership Flats (Regulation of

the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA", and Real Estate Regulation and Development Act, 2016 the Rules made thereunder and further the Promoter/Vendor has given physical inspection of the Site, Building and Store/Shop/Tenement Unit described in Schedule III hereto to the Purchaser/allottee/s and have clearly brought to the notice and knowledge of the Purchaser/allottee/s herein that the Building will have additional floors (then what is presently approved) by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time. Such expansions and extensions are clearly brought to the notice and knowledge of the Purchaser/allottee/s herein and the Purchaser/allottee/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers and Store/Shop/Tenement Unit.

i) WHEREAS the Purchaser/allottee/s herein is/ are aware of the fact that the Promoter/Vendor have entered or will enter into similar or separate agreement with several other person/s and party/ies in respect of other Store/Shop/Tenements Units, Terrace and Other Amenities etc.

j) WHEREAS under Section 4 of the MOFA Act, the said Promoter/promoter/vendor is required to execute written Agreement for Sale of the said Unit (described in Schedule III hereto) with the Purchaser/allottee/s and such agreement is required to be registered under the Registration Act, 1908;

k) WHEREAS the promoter/promoter/vendor has agreed to sell to the purchaser/allottee/s the said unit at the price and on the terms and conditions hereinafter appearing.

l) WHEREAS the Purchaser/allottee/s has paid an amount of Rs. _____/- (Rupees _____ Only) towards part payment of the total consideration of the unit agreed to be sold by the Promoter/vendor to the purchaser/allottee in advance payment or earnest or deposit in following manner:-

Sr. No.	Amount	Cheque/ DD No.	Date	Name of Bank

m) WHEREAS –

i) The authenticated copies of Certificate of Title issued by the Advocate of the Promoter/promoter/vendor , authenticated copies of Property Record Cards, relevant revenue record showing the nature of title of the Promoter/promoter/vendor to the project land on which the aforesaid project building is constructed have been annexed hereto and marked as Annexure "A" and "B", respectively,

ii) The authenticated copies of the commencement certificate and sanctioned building plan of the said project as approved by the concerned Local Authority have been annexed hereto and market as Annexure "C' and "D", respectively,

iii) The clear floor plan showing the project which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure "E" ;

iv) The promoter/promoter/vendor has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____, bearing registration no. _____; authenticated copy is attached and marked as "Annexure F", and,

AND WHEREAS upon such satisfaction in all respects, the Purchaser/Allottee has agreed to purchase and the Promoter/Vendor has agreed to sell to the Purchaser/Allottee, a Store/Shop/Tenement Unit described in Schedule "III" hereto, to the Purchaser/Allottee on the terms and conditions mentioned hereinafter;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DISCLOSURES MADE BY THE PROMOTER/ VENDOR TO THE PURCHASER/ALLOTTEE HEREIN:

Prior to enter into this transaction the Promoter/Vendor herein has disclosed to the Purchaser/Allottee as under :-

1.1 The Promoter/promoter/vendor herein has disclosed details of the Promoter/promoter/vendor enterprise by providing for inspection and going through the copy of the Partnership Registration Certificate and which shows that, the Promoter/Vendor is Partnership Firm registered with the Registrar of Firms, Nagpur, having parties no. 1 to 6 as partners ;

1.2 The said Promoters/Vendors have disclosed to the Purchaser/Allottee of the Store/Shop/Tenement Unit that one Mr. Pradeep Rathi has filed Civil Suit bearing Spl.C.S. – 53/2020 in the Court of Hon. Civil Judge (Sr. Div), Khamgaon claiming encroachment on his alleged land and have further disclosed that the application for injunction filed in the Suit has been rejected by the Hon. Court.

1.3 The said Promoter/Vendor has been got investigated the rights, authority and title towards the said property from Advocate and copy of the certificate title of the Said property is annexed hereto as Annexure A.

1.4 The Promoter/promoter/vendor/Promoter/vendor herein has disclosed to the Allottee/Purchaser/allottee that, the said property will be developed by constructing one building as per sanction map as annexed hereto as Annexure-D being project called by the name "MOHAN MARKET". Further disclosed that, at present the sanction received from the Khamgaon Municipal Council for the part of the Said Entire Project as shown on the plan layout as annexed hereto as Annexure D. The promoter/vendor is developing the said property in phases, the Promoter/Vendor may obtain from time to time revised/further sanction from Khamgaon Municipal Council and the Purchaser/allottee/s is/are not entitled to and shall not object to

such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

1.5 The Promoter/Vendor herein has informed and Allottee/Purchaser herein is well aware that the said Property is situated within the jurisdiction of Khamgaon Municipal Council (KMC). Paid FSI is permissible on the Said property and it is an additional 20% of the total FSI permitted on the said property which can be availed by payment of premium to the Development Controlling Authority as per D.C. Rules applicable to the Said Property and in addition to that, TDR may be permissible and additional paid FSI may be permissible in future in light of the Development Control Rule applicable for the properties situated within the periphery of KMC which can be utilized for construction of the buildings on the Said Property. The Promoter/Vendor herein states that, no part of the said floor space index has been utilised by the Promoter/Vendor elsewhere for any purpose whatsoever. The Promoter/Vendor shall have the right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said property or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said Property by constructing or raising any additional floor/s of the buildings which is being constructed on the Said Property. The Purchaser/Allottee herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

1.6 The Promoter/Vendor herein has informed and disclosed to the Purchaser/Allottee that, the Promoter/Vendor has provided sufficient space out of the said property for installation of Electricity Meter Room and as per norms of Maharashtra Electricity Distribution Company Limited. The Promoter/Vendor will apply for necessary electricity supply for the said entire Project and will pay the necessary charges for the same. On installation of such meter-room, the necessary cables upto the each store/shop/tenement unit will be laid down and sufficient space will be provided for the energy meter for each unit. It shall be the responsibility of respective Purchaser/Allottee to apply for and obtain separate electrical/energy

meter for his Store/Shop/Tenement Unit as per norms of the Maharashtra Electricity Distribution Company Limited. For common area lights and electricity required for common water supply pumps, a separate energy meter will be provided. It is specifically disclosed by the Promoter/Vendor that, though the Promoter/Vendor provided aforesaid provisions for the Said Entire Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter/Vendor will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.

1.7 The Promoter/Vendor herein has informed and disclosed to the Purchaser/Allottee that, the Promoter/Vendor has provided common water supply, severage, chamber lines, septic tank, street lighting in parking area, parking in basement floor and ground floor in the project.

1.8 A) The Promoter/Vendor has made full disclosure to the Purchaser/Allottee that the car parkings in the project shall be available only subject to payment of parking charges decided for on hourly basis as may be decided by Promoter/Vendor or Condominium/Society/Association and payable by the User, whomsoever he may be.

B) The Promoter/Vendor has made full disclosure to the Purchaser/ Allottee that the remaining parking shall be for common use subject to restriction that all Store/Shop/Tenement Unit owners and their employees shall park their vehicles in basement floor only and the Ground Floor parking shall be only for Customers.

1.9 A) The Promoter/Vendor has made full disclosure to the Purchaser/allottee that no Purchaser/Allottee of Store/Shop/Tenement Units on basement/ground/first/second floor, or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of selling wine, beer, foreign or country liquor of any quality in retail or wholesale basis at any point of time, in present or in future. Similarly, they shall not have any right to do any business of sale and/or preparation of fish, mutton or any other non-vegetarian foods.

B) The Promoter/Vendor has made full disclosure to the Purchaser/Allottee that no Purchaser/Allottee of Store/Shop/Tenement Units or anybody claiming through them as lessee/assignees or otherwise, shall have any right to do business of gambling, lottery, satta or any illegal business, at any point of time, in present or in future.

1.10 The Promoter/Vendor herein state that, for the Said Project, there are common facilities and restricted common facilities and the same is more particularly stated in Schedule "IV" annexed hereto.

1.11 The Promoter/Vendor herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each Unit in the building are more particularly stated in Schedule "V" annexed hereto.

1.12 The Promoter/Vendor herein has disclosed as to the date of delivery of possession of the Said STORE/SHOP/TENEMENT UNIT to the Purchaser/Allottee as stated hereunder written.

1.13 The Promoter/Vendor herein has also informed and disclosed to the Purchaser/Allottee as to the nature of organization of the Purchaser/Allottee of the units in the Said Project to be constituted.

1.14 The Promoter/Vendor herein has made full and true disclosures as aforesaid to the Purchaser/Allottee and further also requested to the Purchaser/Allottee to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter/Vendor, in respect of the Said property by appointing his/her/their own advocate. As required by the Purchaser/allottee the Promoter/Vendor herein has given all information to the Purchaser/Allottee herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter/Vendor and after satisfaction and acceptance of title has/have entered into this agreement. The Purchaser/Allottee hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter/Vendor in respect of the Said property and further Promoter/Vendor's rights and authority as to enter into this agreement.

2. AGREEMENT:

2.1 The Purchaser/Allottee hereby agrees to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Purchaser/Allottee, Shop/Store/Tenement Unit No._____ having a super built up area of _____ Sq Mtr. (which is more particularly described in Schedule "III" hereto) and also having a share of common areas and common facilities and the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule "IV" annexed hereto and the total **carpet area of _____ Sq Mtr.** on the _____Floor of the building together with undivided proportionate share of _____ % in the land in the building known as "**MOHAN MARKET**" (hereinafter referred to as "the SAID UNIT"), at or for mutually concluded and agreed consideration of of Rs. _____/- (Rupees _____ Only).

3. CONSIDERATION:

3.1 The Purchaser/Allottee/s hereby agree/s to pay the Promoter/Vendor total consideration of Rs. _____/- (Rupees _____ Only). The above consideration is agreed considering the below payment schedule between the parties:-

3.2 That the Purchaser/Allottee/s paid the advance/deposit/earnest amount of Rs._____/- (Rs._ _____) to the Promoter/Vendor as under :-

Amount (Rs.)	**Particulars**
Rs. /-	Paid by Cheque No. , dated . , drawn on Bank, Branch_____.
Rs. /-	Paid by Cheque No. , dated . , drawn On Bank, Branch _____.
Rs. /-	**(Rs. only)**

The Promoter/Vendor subject to realization of above said cheques hereby acknowledges the receipt of the same. The remaining amount of consideration of Rs._____/- (Rs._____) will be paid by the Purchaser/Allottee/s to the Promoter/Vendor as per as payment schedule given below.

3.3 The Purchaser/Allottee/s remaining payment schedule as agreed by Allottee/s and Promoter/Vendor as follows:

- Amount of Rs._____/- Already received as mentioned.

- Amount of Rs._____/- Within _____ days from the date of this Agreement (as per construction stage)

- Amount of Rs._____/- Within _____ days from the date of this Agreement (as per construction stage)

- Balance Amount of Rs._____/- against and at the time of handing over of the possession of the shop to the Purchaser/Allottee/s.

3.4 All payments shall be made by the Purchaser/Allottee by duly drawn Account Payee demand draft/ bankers' cheque/cheque payable at Par at Khamgaon, payable to and in the name of the "M/S. MOHAN MARKET".

3.5 The above consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, and Cess, GST (Goods and Services Tax) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Store/Shop/Tenement Unit. The Purchaser/Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. separately, within seven days of demand by Promoter/Vendor, without any delay, or demur, default, dispute or deduction.

3.6 All expenses relating to this Agreement such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser/Allottee.

3.7 The Purchaser/ Allottee authorizes the Promoter/Vendor 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/Vendor may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter/Vendor to adjust his payments in any manner.

3.7 It is hereby expressly agreed to by the Purchaser/Allottee/s that all the installments of the consideration as set out above and all other amounts and monies payable by the Purchaser/Allottee/s to the Promoter/Vendors under this agreement shall be made on the due dates and /or as hereby stipulated without delay or default. It is agreed to by the Purchaser/Allottee/s that time in respect each of the payments under this agreement including the installments, other deposits, charges and amounts is and shall always be the essence of the contract. If the Promoter/Vendor fails to abide by the time schedule for completing the project and handing over the unit to the Purchaser/Allottee, the Promoter/Vendor agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. In the event of any delayed payment being received by the Promoter/Vendor from the Purchaser/Allottee/s, the Promoter/Vendor shall notwithstanding any instructions to the contrary by the Purchaser/Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

4. SEPARATE ACCOUNT FOR SUMS RECEIVED:

4.1 The promoter/promoter/vendor shall maintain a separate account in respect of sums received by the promoter/vendor from the purchaser/allottees towards total price/consideration of the said unit, stamp duty, registration and other charges, G.S.T and other taxes, advance or deposit sums received on account of the share capital and charges for the formation of the Condominium/Association or any such legal entity/organization that may be formed and one time maintainance charges.

Provided that the promoter/ vendor shall be allowed to withdraw the sums received from the purchaser/allottees and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

5. THE PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT:

5.1 The purchaser/allottee has agreed to pay consideration of the said Unit to the Promoter/Vendor within the time stipulated mentioned hereinabove. The payment of consideration in time is the essence of this agreement. If the payment is not made by the purchaser/allottee/s in the time stipulated in the agreement, it shall be deem that the purchaser/allottee/s has/ have committed breach of condition of this agreement and the Promoter/Vendor herein shall be entitled to take such action as they entitled to take in case of breach of any condition of this agreement including to terminate this agreement.

6. INTEREST ON UNPAID DUE AMOUNT:

6.1 Without prejudice to the right of the Promoter/Vendor to take action for breach arising out of the delay in the payment of the installments on the due dates, the Purchaser/Allottee shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum or part thereof, on all the amounts which become due and payable by the Purchaser/Allottee to the Promoter/Vendor till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter/Vendor under this agreement, nor shall it be construed as condonation of the delay by the Promoter/Vendor against delay in payments by the Purchaser/Allottee.

7. CONSTRUCTION:

7.1 The Promoter/promoter/vendor shall complete the construction of the said Unit in accordance with the sanctioned /revised building Plans and specifications, fixtures, fittings and amenities by utilizing FAR/FSI originating from the physical area of the said property and by utilizing FAR/FSI by way of :

i) The additional FAR/FSI by way of TDR, Development Plan, Road or by whatever name called availing the same from the market, as is and to the extent permissible under the Development Control

Regulations and/or under any such concerned statute or rules,

iii) the additional FAR/FSI granted in lieu of surrender of the area out of the said property for road or road widening,

(iii) the additional FAR/FSI in lieu of any incident relating to the said property.

7.2 The Purchaser/Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said property including amalgamation and/or sub-division thereof, of the plans of the building, (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the additional FAR/FSI for construction of the building on the said Property and/or adding the construction thereto, without adversely affecting the construction of the said Unit as agreed to be purchased by the Purchaser/Allottee.

7.3 For the afore stated purposes, the Purchaser/Allottee hereby empowers the Promoter/Vendor, to make necessary representations for and on behalf of the Purchaser/Allottee before the concerned authorities, including the authorities of Hon. Municipal Commissioner, Khamgaon for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building; additional or otherwise, without prejudicially affecting the said Unit being purchased by the Purchaser/Allottee.

7.4 The Said Promoter/Vendor shall have preferential/pre-emptory right to utilize the residual or available FAR/ FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said property, to which the Purchaser/Allottee hereby agrees and shall always be deemed to have agreed.

7.5 Subject to the right to revise and of revision of layout and/or the plans for construction of the building on the said property by the said Promoter/Vendor, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter/Vendor anywhere else.

7.6 The purchaser/allottee hereby grant irrevocable consent/permission to the Promoter/Vendor to use of the terrace space or to carryout construction thereon at its choice and to sell or rent or utilize the same to any person/persons as per the development control rule permits.

7.7 The purchaser/allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The purchaser/allottee/s consents for the same and is aware that the consideration being lump sum will not change.

8. ALTERATIONS AND MODIFICATIONS IN SANCTIONED BUILDINGS PLANS:

8.1 The promoter/vendor herein has specifically informed the purchaser/allottee/s that the present sanctioned buildings plans is for the part of FSI of the said property and further sanction to the building plans for remaining FSI of the said property and floating FSI/ TDR is yet to be received and hence the purchaser/allottee/s hereby gives his/ her/ their irrevocable consent to the Promoter/Vendor herein to carry out such alterations, modifications in the Plot layout plans, building layout plans and building plans which are being constructed on the said property and to change elevation of the building, landscaping, boundary wall or fencing and to convert construction portion into terraces and vise a versa, as said promoter/vendor in its sole discretion may things fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulation, order or request made by local authority, planning authority, competent authority or Government or any officer of local Government.

Provided, the said Promoter/Vendor herein shall have to obtain prior consent in writing of the purchaser/allottee/s if such alterations and modifications affect the location, internal construction or the area of the said unit and for that also the purchaser/allottee/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head) as and when required by the Promoter/Vendor herein.

9. TERMINATION OF AGREEMENT:

9.1 Without prejudice to the right of Promoter/Vendor to charge interest mentioned hereinabove, on the Purchaser/ Allottee committing default in payment on due date of any amount due and payable by the Purchaser/ Allottee to the Promoter/Vendor under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/ Allottee committing three defaults of payment reminders, the Promoter/Vendor shall at his own option, may terminate this agreement:

9.2 Provided that, Promoter/Vendor shall give notice of 15 days in writing to the Purchaser/Allottee at the address provided by the Purchaser/Allottee or by e-mail at the e-mail address provided by the Purchaser/Allottee, of his 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 Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter/Vendor within the period of notice then at the end of such notice period, Promoter/Vendor shall be entitled to terminate this Agreement.

9.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter/Vendor shall refund to the Purchaser/ Allottee (subject to adjustment and recovery of an amount of equivalent to Rs. 1,00,000/- (Rupees One Lakh only) and/or any other expenses incurred by the Promoter/Vendor for such unit as requested by the Purchaser/ Allottee or any other amount which may be payable to Promoter/Vendor like out of pocket expenses, G.S.T.) within a period of 30 days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Purchaser/Allottee to the Promoter/Vendor and the Promoter/Vendor herein shall be entitled to deal with the said Unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter/Vendor shall not be considered as waiver of Promoter/Vendor absolute right to terminate this Agreement.

9.4 For whatsoever reason if the Purchaser/Allottee(s) herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said Unit then, the Purchaser/Allottee/s herein shall issue a prior written notice to the Promoter/Vendor as to the intention of the Purchaser/Allottee/s and on such receipt of notice the Promoter/Vendor herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention this agreement the Promoter/Vendor shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

9.5 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Unit between the Promoter/Vendor and Purchaser/Allottee/s herein terminated by executing a Deed of Cancellation as stated in Clause 9.1 or Clause 9.4 herein abovewritten then all the instruments under whatsoever head executed between the parties hereto or between the Promoter/Vendor and Purchaser/Allottee/s herein, in respect of the said Unit, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

10. SPECIFICATION:

10.1 The specification of the said unit and the fixtures, fittings and amenities to be provided by the Promoter/Vendor in the said buildings and the said units are those that are annexed hereto in Schedule IV and V. If any extra fittings, fixtures and are required by the purchaser/allottee/s, then the purchaser/allottee/s shall inform in writing to the Promoter/Vendor herein and if it is possible for the Promoter/Vendor, then the Promoter/Vendor herein at his/its/their sole discretion may provide the same, provided the purchaser/allottee/s accepting the cost / price of such extra amenities and undertake to pay or deposit the same prior to or immediately after the commencement of such extra work and for such additions bill raised by the promoter/vendor shall be final.

11. PURCHASER/ALLOTTEES DECLARATION :

Notwithstanding anything contained anywhere in this Agreement, the Purchaser/Allottee hereby declares, confirms and agrees that:

11.1 The Purchaser/Allottee is aware that, the promoter/vendor agreed to sell the said unit on the basis of the Carpet area and the area of carpet shall be measured wall to wall area before Plaster and does include the area of balcony /terrace the area of carpet shall be conclusive.

11.2 The area of Parking is as per Clause 1.7 above and is for convenience purposes and to avoid the dispute between the unit purchaser/allottees and same does not have any co-relation with the price of the said unit.

11.3 The Promoter/Vendor has also reserved all its rights to use, utilize and consume the Floor Area Ratio, Floor Space Index ("FAR/FSI") and originating from the physical area of the said Property and Floating Floor Space Index and/or otherwise as and when permitted, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter/Vendor.

11.4 The Promoter/Vendor has also reserved all its rights to avail, use, utilize and consume the additional FAR/FSI on the said Property and/or any part thereof and/or the portion later on amalgamated or not with the said Property, including Transferable Development Rights (TDR) as and when permitted or as Floating Floor Space Index or otherwise by whatever name called, as may be permissible under the concerned rules and regulations.

11.5 The Purchaser/allottee/s shall use the said unit accommodation or any part thereof or permit the same to be used only for the purpose permitted by the local authority.

11.6 The Purchaser/allottee shall not cause any obstruction and/or impediment and/or raise any objection to the activities of development of the said Property being made phase-wise by the Promoter/Vendor.

11.7 The Promoter/Vendor shall be entitled to compensation from the Purchaser/Allottee in case any obstruction or impediment of any nature raised to the development of the said Property and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Purchaser/Allottee, without prejudice to the rights of the Promoter/Vendor to terminate this agreement on such obstruction or impediment raised by the Purchaser/Allottee.

11.8 The common area and facilities in the scheme on the said Property is meant for all the Store/Shop/Tenement purchaser/allottees in the scheme, irrespective of its conveyance in favour of any of the organizations of the tenement purchaser/allottees in the entire project.

12. DELIVERY OF POSSESSION :

12.1 The Promoter/Vendors shall give possession of the unit to the Purchaser/Allottee/s by _____ subject to grace period of 6 months. If the Promoter/Vendors fail or neglect to give possession of the unit to the Purchaser/Allottee/s on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act then the Promoter/Vendors shall be liable on demand to refund to the Purchaser/Allottee/s the amount/s received by them in respect of the unit/s with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum from the date the Promoter/Vendors received the sum till the day the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Promoter/Vendors to the Purchaser/Allottee/s they shall, subject to prior encumbrances if any, have a charge on the said unit/s Provided that the Promoter/Vendors shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of :

i. Non availability of steel, cement, other building material, water or electric supply.
ii. War, civil commotion or act of God.
iii. Any notice, order, rules, notification of the Government,
iv. Permission/NOC under Environment Clearance and/or other,
v. Public, court or Competent Authority.
vi. Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.
vii. Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Promoter/promoter/vendors having complied with all requirements.
viii. Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Promoter/promoter/vendors having complied with all requirements.
ix. Delay or default in payment of dues by the Purchaser/allottee/s under these presents (without prejudice to the right of Promoter/promoter/vendors to terminate this agreement under clause mentioned hereinabove
x. Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/allottee/s.
xi. Any circumstance beyond the control of the Promoter/promoter/vendor.

13. PROCEDURE FOR TAKING POSSESSION:

13.1 The Promoter/promoter/vendor herein shall inform in writing to the Purchaser/allottee that the Said Unit is ready for use and occupation and on receipt of such intimation, the Purchaser/allottee herein within 7 days shall take the possession of the Said Unit. After Purchaser/allottee request the Promoter/Vendor herein shall give the possession of Said Unit to the Purchaser/allottee on payment of all dues payable by the Purchaser/Allottee, and the Purchaser/allottee herein has not committed any default in payment of consideration in installment on due date to the Promoter/Vendor in pursuance of these presents. The Purchaser/Allottee herein shall take the

possession of the Said Unit within 7 days from the date of written intimation issued by the Promoter/Vendor to the Purchaser/allottee herein intimating that, the Said Unit is ready for use and occupation.

13.2 If the Promoter/Vendor herein, fails to complete the construction of the Said Unit, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Purchaser/Allottee and the Promoter/Vendor herein, if the Purchaser/Allottee has paid the consideration and other amount to the Promoter/Vendor on due date and has not committed any breach of payment then only the Purchaser/Allottee herein shall be entitled to receive from the Promoter/Vendor, compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum consideration of the Said Unit, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Unit is completed and ready for handing over the possession to the buyer of the unit. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Purchaser/allottee, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser/Allottee failed to pay the due installment on due date, amount to breach of aforesaid condition and Purchaser/Allottee will not entitled to receive the aforesaid compensation.

13.3 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Purchaser/Allottee in pursuance of this clause, the Purchaser/Allottee herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter/Vendor herein.

14. DEFECT LIABILITY:-

14.1 If within a period of five years from the date of handing over the Unit to the Purchaser/ Allottee, the Purchaser/ Allottee brings to the notice of the Promoter/Vendor any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible

such defects shall be rectified by the Promoter/Vendor at his own cost and in case it is not possible to rectify such defects then the Purchaser/Allottee shall be entitled to receive from the Promoter/Vendor, compensation for such defect in the manner as provided under the Act.

Provided however that, the Purchaser/Allottee(s) shall not carryout any alterations of the whatsoever nature in the said Store/Shop/Tenement Unit and in specific the structure of the said Unit of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/ Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter/Vendor the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter/Vendor, and shall not mean defect/s caused by normal wear and tear and by negligent use of Units by the occupants, vagaries of nature etc.

14.2 That it shall be the responsibility of the Purchaser/ 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 fault are regularly filled with white cement/epoxy to prevent water seepage.

14.3 Further where the manufacturer warranty as shown by the Promoter/Vendor to the Purchaser/Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Building, and if the annual maintenance contracts are not done/renewed by the Purchaser/Allottee(s) Association, the Promoter/Vendor shall not be responsible for any defects occurring due to the same.

14.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Vendors/Manufacturers that all equipments, 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 Units and the common project amenities wherever applicable.

14.5 That the Purchaser/ Allottee has been made aware and that the Purchaser/ Allottee expressly agrees that the regular wear and tear of the Shop/Store/Tenement Unit and Building 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 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

14.6 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Purchaser/ 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 the Store/Shop/Tenement Unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. PURCHASER/ALLOTTEES OTHER OBLIGATIONS:

The said Promoter/Vendor has informed the Purchaser/Allottee and the Purchaser/Allottee is aware that the Purchase of the said unit shall be subject to all the following conditions:

15.1 The Purchaser/Allottee shall be bound and hereby undertakes to and continue to observe, comply with and follow all directions issued by the various laws and Government authorities.

15.2 A) The Purchaser/allottee of Store/Shop/Tenement Units on basement/ground/first/second floor, or anybody claiming through them as lessee/assignees or otherwise, shall not have any right to do business of selling wine, beer, foreign or country liquor of any quality in retail or wholesale basis at any point of time, in present or in future. Similarly, they shall not have any right to do any business of sale and/or preparation of fish, mutton or any other non-vegetarian foods.

B) The Purchaser/Allottee of Store/Shop/Tenement Units or anybody claiming through them as lessee/assignees or otherwise, shall not have any right to do business of gambling, lottery, satta or any illegal business, at any point of time, in present or in future.

15.3 The Store/Shop/Tenement Unit allotted is a non-residential/commercial unit. Thus the Purchaser/allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of said Promoter/Vendor/the Association and/or society as the case may be.

15.4 The access to the individual unit shall be as per the sanctioned plan and/or revised plan from time to time.

15.5 The Purchaser/Allottee shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Unit without the permission of Promoter/Vendor and Association/Condominium/Society and concerned Planning authority.

15.6 The Purchaser/Allottee shall maintain the said unit at his/ her own cost in good repairs and condition from the date of grant of possession of the said unit is taken.

15.7 The Purchaser/Allottee shall not store in the said unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, and byelaws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Purchaser/Allottee to the said unit or other Said units in the scheme shall entirely be at the risk as to cost, consequences, damages of such Purchaser/Allottee.

15.8 The Purchaser/Allottee shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations

of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

15.9 The Purchaser/Allottee shall be bound, observe and comply with all regulations, stipulations, terms and conditions, if any, relating to and in respect of electricity, water, environment laid down and called for from time to time, by any statutory authority including the State or Central Government under any concerned statute at any point of time.

15.10 On delivery of possession, the entire responsibility or liability to retain and maintain the said Unit as per the sanctioned plans shall be on the Purchaser/Allottee. The Purchaser/Allottee shall not make any deviation there from and in case of any act or omission or default committed therein, the Purchaser/Allottee alone shall be liable and responsible for any consequence arising there from with cost.

15.11 The Purchaser/Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property/ Building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.

15.12 The Purchaser/Allottee shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Property and/or the building other than designated disposal space or facilities for the entire scheme.

15.13 The Purchaser/Allottee shall not put signage at any places and/or on the building façade, the Purchaser/Allottee can put their signage only at a designated place and that too with prior written approval of said Promoter/promoter/vendor/Promoter/vendor.

15.14 The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by said Promoter/Vendor and his Architect in writing.

15.15 The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/Vendor's Architect, in writing.

15.16 The Purchaser/Allottee shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Unit in the said scheme or in any other part of the said Property.

15.17 Notwithstanding anything contained anywhere in this agreement, the Purchaser/Allottee shall not:

i) demolish of cause to be demolished the Unit or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the said unit or any part thereof,
ii) make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
iii) make any change in the external colour scheme of the building/ wing in which the said unit is located,
iv) extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, stands for goods, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the said unit ,
v) cover, fully or partially, any terrace or other projection with any structure,
vi) use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the

usability of these spaces in any manner,

vii) obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,

viii) raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space if allotted.

15.18 The Promoter/Vendor has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter/Vendor.

15.19 That the said shop under sale will be governed by the provisions of Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon Purchaser/Allottee/s.

16. 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 and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Store/Shop/Tenement Unit shall be subject to all the following conditions -

16.1 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.

16.2 The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

16.3 The size of the board and lighting arrangements for Unit shall be 3 x 8 and same is restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter/Vendor.

16.4 No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.

16.5 Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/Vendor/s ,and appropriate government authorities.

16.6 The said Unit shall solely be utilized for the purpose of permitted legal use and usage as agreed upon in this Agreement only and no other activity of any kind would be permitted therein.

16.7 The Purchaser/Allottee/s shall not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Unit without any authorized permission from appropriate authority.

16.8 The Purchaser/Allottee also agrees not to make any demand to change the existing plans. The Purchaser/Allottee shall not demand any changes in the plan of the premises annexed herewith. The Promoter/Vendor/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser/Allottee.

16.9 The Purchaser/allottee/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Purchaser/Allottee/s.

16.10 It is specifically understood that the all the various features such as vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the Promoter/Vendor to the Purchaser/Allottees.

16.11 In the event the Society / condominium or Association of unit purchaser/allottees of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Society / condominium or Association holders shall always be subject to the overall rights and authorities of the promoter/vendors to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoter/ vendors may deem fit and proper and further agreed upon that the promoter/ vendors shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied.

16.12 The Purchasers/Allottee shall not, without the written permission of the Promoter/Vendor, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Store/Shop/Tenement Unit, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter/Vendor. Any breach thereof, shall entitle the Promoter/Vendor, to terminate this agreement, without prejudice to any other rights, available to the Promoter/Vendor under this agreement and/or other law.

17. NO GRANT DEMISE OR ASSIGNMENT:

17.1 None of the actions, concessions or indulgence shown by the Promoter/Vendor shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of preemption or the right of first refusal of the Promoter/Vendor, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof.

17.2 The Promoter/vendor is aware that the Purchaser/Allottee may obtain loan from financial institution/s banks and the Promoter/Vendor has no objection in mortgaging the said Unit to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said Promoter/Vendor with financial assistance from financial institutions/bank, the purchaser/allottee shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser/allottee, the purchaser/allottee hereby authorize financial institutions/bank to make disbursement thereof to the Promoter/Vendor.

18. COMMON MAINTENANCE:-

18.1 That, it is specifically agreed between Promoter/Vendor and Purchaser/Allottee/s that the Purchaser/Allottee/s will pay lumpsum amount of Rs._____/- towards maintenance of common amenities. Apart from this amount, Allottee/s will have to pay separately GST and any Government, Semi Government taxes or any other charges or cess in another name if imposed on this transaction on the sale of shop to Purchaser/Allottee/s. Such corpus will be used for maintenance and same shall be paid by each Purchaser/Allottee of the Unit at the time of receiving possession of the Said Unit. The Promoter/Vendor shall deposit such collective corpus into a separate bank account opened by the Promoter/Vendor for the said purpose. Upon formation of the society/s/Associations as aforesaid, such collective corpus along with accumulated interest from the bank will be transferred to a joint account of the Societies/Associations which are to be formed and use the aforesaid corpus for the aforesaid purpose by the concerned Societies/Associations.

18.2 It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society / condominium or Association or either individually or through any appointed agency, shall have to bear

the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter/promoter/vendor from the same if not paid by the allottees.

i.Society / condominium or Association and managing committee administration.

ii. Insurance for building, equipments, machinery, towards theft, fire etc. and any other such expenses,

iii. Sinking fund

iv. Property taxes of individual store/ Shops/ tenements and common amenities etc.

v. Any other taxes, levies, cess etc. of the property,

vi. Any other statutory charges

18.3 The maintenance amount mentioned above shall be maintained by the Promoter/Vendor in a separate account, and shall be used and utilised by the Promoter/Vendor as listed, only for common maintenance of the proposed project and building. The Promoter/Vendor shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society / condominium or Association.

18.4 The Purchaser/Allottee has understood the entire scheme of maintenance in detail. The Purchaser/Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.

18.5 It is also understood that this shall not preclude such Society /condominium or Association or the Promoter/Vendor, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchaser/Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Purchaser/Allottee/s.

18.6 Such Society / condominium or Association or the Promoter/Vendor

shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchaser/Allottees, without prejudice to the other rights and powers of the promoter/ vendor/ Society condominium or Association.

18.7 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter/Vendor and/or Society /condominium or Association of Purchaser/Allottees after entrustment of common maintenance by the Promoter/Vendor to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages or repairs thereof, the Purchase/Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter/Vendor and/or Society / condominium or Association, as the case may be.

18.8 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter/Vendor or the Society / condominium or Association on behalf of the Purchaser/Allottee and for the benefit of the commercial community as a whole. Under no circumstances and no grounds the Purchaser/Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter/Vendor to terminate this agreement, without prejudice to other remedies available to the Promoter/Vendor in law including recovery of the said amount together with interest at the rate of 2% per month.

18.9 That to avoid any doubts it is agreed and understood by the purchaser/allottees, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchaser/allottee agrees that he/she/they shall be bound to contribute and pay to the promoter/ vendor or the formed society/body the applicable proportionate

amounts in that behalf as shall be demanded by the promoter/ vendor and or the agency carrying out the maintenance. It is further agreed upon that the purchaser/allottees formed body etc shall reimburse to the promoter/promoter/vendor the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoter/vendors herein.

18.10 The Promoter/ vendor/s shall keep amount by way of interest free deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/ vendor/s. The Promoter/ vendor/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/allottee/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/vendor/s /Association/Condominium/Society. All the members of the Society / condominium or Association have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.

18.11 The Promoter/Vendor will maintain separate account for the maintenance of the common amenities and for maintenance of building. The purchaser/allottee here by confirms that, in situation where the initial funds for maintenance in above mentioned account are exhausted or if required whenever and the purchaser/allottee will have to pay the required amount in his proportionate share towards the maintenance of the common areas and phases of the entire building as defined by the Society / condominium or Association or Promoter/Vendor, either to the Society / condominium or Association or Promoter /vendor as the case may be for the smooth functioning and maintenance of the Society / condominium or Association or common area and of entire building.

18.12 The remaining funds will be handed over to the Association/Condominium/Society separately and the maintenance for the same will be carried out by the Association/Condominium/Society of purchaser/allotees and it will not be the responsibility of the promoter/vendor to maintain the said Building from the date of handing over it to the purchaser/ Allotee or their association.

18.13 The Purchaser/Allottee/s covenants that they shall exercise their rights consistently with the rights of the other Purchaser/allottee/s and shall not do anything whereby the Purchaser/allottee/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space and parking space or any part thereof or whereby the rights of the other Purchaser/allottee/s with regard to his/her/their unit/s including the open space/ and / or parking space or any part thereof as aforesaid are in any manner affected or prejudiced.

19. ORGANIZATION:

19.1 Each tenement shall have undivided share in the form of percentage, in the entire scheme, in the said Property and in the common areas and facilities. Under no circumstances, the Purchaser/allottee shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser/allottee either to the Promoter/Vendor or to any other agencies or authorities, is actually paid by such Purchaser/Allottee.

19.2 The promoter/vendor shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society / condominium or Association without any restriction on entry of the building and common areas.

19.3 Provided further that, in such case, the promoter/ vendor shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

19.4 The promoter/ vendor shall be entitled to develop and continue to develop the remaining structures or additional structures, with the right to use the internal access roads and all the facilities, amenities and services thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority.

19.5 The Purchaser/Allottee and the organization of the Purchaser/Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

19.6 The execution of the conveyance of the Store/Shop/Tenements, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Purchaser/allottee and the unit being purchased by him vis a vis the Promoter/Vendor.

20. PURCHASER/ALLOTTEES NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT:

20.1 The Purchaser/allottee/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoter/vendors under this agreement are fully paid up and only if the Purchaser/allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoter/ vendors. Upon breach of this condition by the Purchaser/allottee, his assignee /transferee shall have no legal right to possess the SAID UNIT and to enjoy the benefits of these presents and such transferee / assignee would

also be subject to appropriate legal action along with such Purchaser/allottee.

21. TDS:

21.1 Provided that any deduction of an amount made by the Purchaser/allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the said Promoter/ vendor under this Agreement to sell shall be acknowledged /credited by the said Promoter/ vendor, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

Provided further that at the time of handing over the possession of the unit to the Purchaser/allottee by, if any such certificate is not produced, the purchaser/allottee shall pay equivalent amount as interest free deposit with the said Promoter/ vendor , which deposit shall refunded by the said Promoter/ vendor on the purchaser/allottee producing such certificate within 4 months of the possession. Provided further that, in case the purchaser/allottee/s fails to produce such certificate within the stipulated period of the 4 months, the said Promoter/ vendor shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/allottee.

22. ENTIRE AGREEMENT

22.1 This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Store/Shop/Tenement Unit / Building, as the case may be.

22.2 PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression 'the Promoter/Vendor' and 'the Purchaser/Allottee' hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

23. REGISTRATION OF THIS AGREEMENT

23.1 The Purchaser/Allottee 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 Promoter/Vendor will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Purchaser/Allottee herein.

SCHEDULE - I

(Description of Said Plot)

All the piece and parcel of land situated at Mouje – Khamgaon, Tq -Khamgaon & Dist Buldhana, within the limits of Municipal Corporation of city of Khamgaon and within the Jurisdiction of Sub-Registrar, Khamgaon, bearing old survey No.173, Nazul Sheet No. 25-D, Nazul Plot No. 3/3, admeasuring 1097.42 Sq.mtrs of land, which is bounded as under:-

Towards East : Shyamlal Road

Towards West : Godown of Shri. Pradip Jangid and Plot of Vyas

Towards North : House of Selarka and Agrawal

Towards South : Shop of Jangid & Khandelwal, Shraddha Jwellers & Bharat Beej Bhandar

SCHEDULE - II

(Description of Said Building)

Project commercial building on the said plot/land - known as **"MOHAN MARKET"** in pursuance of the permission granted by the Chief Officer, Municipal Council, Khamgaon vide Building Permission No. BPA/00055/2018-19 (Building Case No. 187/2017-18) dated 18/12/2018, consisting of several shops / store units on different floors of one building, which is bounded as under -

Towards East : Shyamlal Road

Towards West : Godown of Shri. Pradip Jangid and Plot of Vyas

Towards North : House of Selarka and Agrawal

Towards South : Shop of Jangid & Khandelwal, Shraddha Jwellers & Bharat Beej Bhandar

Together with common areas and facilities thereto, easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto.

SCHEDULE - III

All that;

Building	Mohan Market
Store Unit/Shop No.	
Carpet Area	_____Sq. Mtrs
Super Built Up Area	_____Sq. Mtrs
Floor No.	
Percentage of Undivided Share in Land	_____%

being constructed on the said Land and Building, more particularly described in the Schedule I and Schedule II written above, and also having a share of common areas and common facilities which are more particularly described in the Schedule "IV" annexed hereto, and also identified and marked in the Floor Plan attached hereto in Annexure "D" ; together with fixtures and fittings and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their signatures hereto on the day and at the place hereinabove first written.

SIGNED, SEALED AND DELIVERED by the above named PURCHASER/ALLOTTEES/ALLOTTEE		
1. _____		
PHOTO	**THUMB**	**SIGNATURE**

2. _____

PHOTO	THUMB	SIGNATURE

SIGNED, SEALED AND DELIVERED by the above named
PROMOTER/PROMOTER/VENDOR/PROMOTER/VENDOR
M/s Mohan Market, through its Partners -

1. Munawwar Ali Saifuddin Babji, PAN -

PHOTO	THUMB	SIGNATURE

2. Manoj Jagdish Modi, PAN -

PHOTO	THUMB	SIGNATURE

3. Vijaykumar Shyamlal Rathi, PAN -

PHOTO	THUMB	SIGNATURE

4. Ashok Shamrao Sonone, PAN -

PHOTO	THUMB	SIGNATURE

Witness			
	Name	Address	Signature
1			
2			

SCHEDULE – IV

A) COMMON FACILITIES:-

1. Wide common entrance area

2. Staircase column and lifts in the building/s.

3. Common drainage, water and electrical lines, sewerage work & septic tank

4. Compound walls, fencing and gates.

5. Internal pathways & streetlights

6. Common parking on basement floor

B) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.

2. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

C) RESTRICTED AREAS AND FACILITES:-

1. The open space adjacent to the ground floor are restricted areas for parking for customers only.

2. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, inter-alia, the marginal open spaces ;

3. Terraces within the said building and on the said property is reserved and Promoter/Vendor shall have exclusive rights to sell/transfer/lease/rent/use or convey the same in part or in full to any person

SCHEDULE – V

(SPECIFICATION FOR THE SAID STORE/SHOP/TENEMENT)

FLOORING:

a) 2' X 4' ceramic tiles flooring (cost upto Rs. 75/- to Rs. 100/- per sq.ft.)

ELECTRICAL:

a) Concealed high quality copper wiring with 1.00 sq. mm. & 1.5 & 3.5 sq. mm. wire of great white or Anchor or Polycab.

b) Ample light points with Binni or Anchor or Vinay make modular switches. i.e. 3.5 point.

DOOR :

a) Main Shutter - Iron Shutter (Cost upto Rs.150/-sq,ft)

INTERNAL & EXTERNAL PAINT:

a) Internal wall with neeru finish and primer

b) External wall painted with Plastic exterior paint. (Color Brand Nerolac)

NOTE:

a)The aforesaid specifications are general and subject to change as per availability of the material.

b)Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.