S. S. ENTERPRISES

4TH Floor, Shakambari Complex, Opp. M.S.E.B Office, Durga Chowk, Akola – 444 001

ALLOTMENT LETTER

This is to certify that the Mr. is allotted the shop no. in **IT Square**" located at Field Survey no. 10+11, Layout Plot No. 59 & 60, Nazul Plot No. 6/1,7/1,12,13,14/49 & 14/50,Nazul Sheet No. 68/80 at Gaurakshan Road, Akola

Description of Shop:-

Shop No	:-	
Shop Carpet Area	:-	Sq. Mt.
Floor	:-	
Land Share	:-	Sq. Mt.

Boundaries of the Shop:-

To North	:-
To South	:-
To East	:-
To West	:-

DEED OF SHOP / OFFICE

Govt. Valuation Rs. ...../-

Stamp Duty Rs. ...../- & Registration Fees Rs. ...../-

DEED OF SALE FOR RS. _____/-

(Rs. _____ Only)

THIS DEED OF SHOP/OFFICE, made and executed at Akola on this ____ day of _____, 2019, between :-

VENDOR : **M/s. S. S. ENTERPRISES, AKOLA**
Party No. 1 through it's Partners :-

1) **Mr. Sushilkumar Ratanlal Khowal HUF**
Aged about 58 years, Occ. : Business,
R/o. New Radhakisan Plot, Akola, Tq.Dist. Akola.
(PAN - AALHS8345B)

2) **Mr. Sanjay Purushottam Agrawal,**
Aged about 55 years, Occ. : Business,
R/o. Near Birla Gate No. 1, Akola, Tq.Dist. Akola.
(PAN - AAYPA2177N)

(Hereinafter referred to as "PARTY NO. 1 / VENDOR / BUILDER & DEVELOPER" which expression shall always mean and include their legal heirs, representatives, successors, administrators and assigns).

AND

PURCHASER : _____
Party No. 2 Aged about ___ Years, Occ. : _____
R/o. _____
(PAN - _____)

(Hereinafter referred to as "PARTY NO. 2 / PURCHASER" which expression shall always mean and include his/her heirs, legal representatives, asuccessors, administrators and assigns).

That the Party No.1 is the absolute owner of the piece and parcel of the land by virtie of Registered Sale Deed dated _____ at Sr.No. _____, described as under :-

Kasbe Akola, Tq. & Distt. Akola, R.S.D. R.D. Akola, within the limits of Municipal Corporation, Akola, having Field Survey No. _____ which is sanctioned layout by S.D.O. Akola in Revenue Case No. _____ order dated _____, out of the said sanctioned layout, Layout Plot No. ___ Having Nazul Plot No. _____ Sheet No. _____, totally admeasuring _____ Sq.Ft. which is bounded as under :-

To the East - _____
To the West - _____
To the North - _____
To the South - _____

Whereas, Party No. 1 has completed the scheme of Commercial Complex under the provisions of Maharashtra Apartment Ownership Act, 1970, by sanctioning the map from Municipal Corporation, Akola by name "_____".

AND WHEREAS, the Party No.1 / Vendor has the sole and exclusive right to sale Shop/Office in the said building on the said land and to execute the Deed of Shop/Office in favour of such Shop/Office owner.

WHEREAS, the Party No.2 has approached the Party No.1 for the purchase of one Shop/Office in the said building AND WHEREAS, the Shop/ Office which is purchased by Party No.2 / Purchaser from the Vendor / Party No.1 by this deed, is ready in all respects and is ready for occupation.

NOW THEREFORE THIS DEED OF SHOP/OFFICE WITNESSETH AS UNDER :-

1. That the Vendor / Party No.1 has sold and the Purchaser / Party No.2 has purchased the **Shop / Office No.** _____ **on** _____ **Floor** in the building named and styled as "_____"

2. That the Purchaser / Party No.2 has paid to the Vendor / Party No.1 and the Vendor Party No.1 has received from the Purchaser / Party No.2 the entire amount of consideration Rs. _____/- (Rs._____ _____ Only) as under :-

and the Vendor / Party No.1 has acknowledge the same & no grivence in respect of payment.

3. The Purchaser / Party No.2 has inspected and verified all the documents of title to the property and is satisfied that, the Vendor/Party No.1 has a clear and marketable title to the said property and is fully empowered and qualified to execute this DEED OF SHOP/OFFICE. Inspite of this, in future, if any descripancy in title is revealed, the Party No.1 / Vendor undertakes to indemnify the Purchaser / Party No.2 for any loss or damage, caused on account of the discripancy in title.

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4. The Vendor / Party No.1 has put the Purchaser / Party No.2 in actual physical possession of the Shop/Office being conveyed under this Deed.

5. The Purchaser / Party No. 2 has inspected the Shop/Office as regards to quality of construction, the quality of building material used in the construction and the workmanship and is fully satisfied with the same.

6. The Vendor / Party No.1 has already supplied the copy of the floor plan of the building along with the plan of Shop/Office purchased by the Purchaser / Party No.2 and the Purchaser / Party No.2 admits the receipt of the same.

7. The Vendor / Party No.1 has provided the certification of Architect to the effect that the details about the number and dimensions of the Shop/Office being conveyed and of the immediately adjoining Shop/Office and further stating that the said Floor Plan fully and accurately depicts the layout of the Shop/Office its location, dimensions, approximate areas, main entrance, common areas and facilities and restricted, common areas and facilities to which it has excess as built.

8. That it is declared by both the parties that the Shop/Office under this Deed of Shop/Office has been sold to the Purchaser / Party No.2 for the use of the same for the Commercial of the Purchaser. The Purchaser shall not change the user of the Shop/Office without prior approval of the Association of the Apartment Owners OR Builder.

9. That all the terms conditions and details of the Shop/Office conveyed to the Purchaser / Party No.2 are given in the Deed of Declaration of Shop/Office. The said terms and conditions shall always be binding on the Purchaser / Party No.2.

10. The Purchaser / Party No.2 hereby declares that he has gone through the byelaws of the Associaiton of the Apartment Owners of the "_____" and hereby further declare that he will abide by all the provisions of those bye laws always in future.

11. The Purchaser / Party No.2 himself or in co-operation with any other Shop/Office Owners shall not change the name and style of the building any time in future.

12. That, this DEED OF SHOP is always subject to the provisions of Maharashtra Apartment Ownership act, 1970 and rules framed thereunder.

13. That all expenses on account of stamp duty, registration charges, typing stationary and scribing charges for this document and registration there shall be borne by the Purchaser / Party No.2.

14. That the property, which is subject matter of this deed, is free from any type of encumbrances, mortgage, charge, lien etc.

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The Purchaser does hereby covenants as follows :-

a) That the Purchaser shall henceforth always pay regularly his/her share of govt. taxes and proportionate common expenses etc. whatsoever assessed on his/her undivided proportionate rational share and interest in the said plot of land.

b) That the purchaser shall also pay individually the Municipal taxes and cesses etc. as may be levied on the Shop/Office which is purchased by his/her, and shall pay the electricity and water charges as per departmental bills.

c) The Purchaser shall obtain from doing any act, deed or things, which would cause annoyance, inconveniance or obstruction to the other purchaser or undivided share and interest in the said plot and the owners of the other Shop/ Office in the said building and shall always abide by the rules made under Maharashtra Apartment Ownership Act, 1970 and the Akola Municipal Corporation, as the case may be.

d) The although the purchaser will be the owner of undivided share and interest in the said plot, it will be accessible to the other Shop/Office owners in the building standing thereof. The purchaser shall not be entitled to the exclusive use or occupation of any portion of the said plot.

e) That the gates provided to the compound out the repairs and maintenance of the **Shop/Office No. ____ on _____ Floor** by the purchaser shall wholly rest on his/her and the costs of repairs of common facilities and amenities provided therein shall be borne equally by the purchasers and the other Shop/Office owners.

f) That the cost of repairs of common service line, electric (from the pole to the meter board), water pipe lines, drainage and rain water pipes etc. shall be borne and paid by the purchaser jointly with the Shop/Office Owners in euqal shares.

g) It is understood by the Purchaser that the cost of general maintenance of the outer building and common portion including periodical painting, white washing or colour washing and repairs etc. shall be the equal responsibility of all the _____ owners and the expenses incurred therefore shall be borne and by the apartment owners equally, similarly the underground water storage tank and the installed thereon shall be maintained and repaired at the equal expenses of all the Shop/Office owners.

i) It is also further understood by the purchaser that all charges incurred on the consumption of Electricity over the common facilities and replacement of lights, fixtures and fittings in the common facilities and amenities shall be borne and paid equally by all the _____ owners.

j) That the purchaser shall not throw any garbage, dirt or water on the open space, to the annoyance of the other shop/apartment owner and will extend co-operation, that is essential to harmony and peaceful enjoyment of Shop/Office, shall without any reservation to be extended by the Purchaser towards other apartment owners and she/he shall sustain from doing any act or thing which may cause incoveyance or nuisance to the Shop/Office Owners.

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k) That the Purchaser shall to carry out any structural change in the Shop/Office chosen by him/her and shall no way damage the structural frame work of the building, nor shall she/he alter/change the elevation of the said building.

l) It is clearly understood by the purchaser that his right/interest and ownership of the undivided share in the said plot, is not divisible by meters and bounds and for all the time to come it shall remain joint with other owners thereof and under no circumstance he will construct a structure, whether permanent or temporary, on the available open space left out in the said plot or on the terrace of the building. This is applicable all the Shop/Office of the Apartment.

m) That the open space available to the said plot if land and terrace of the Apartment building shall always be for common use of all the owners in the said building and same shall be used for the purpose intended.

n) If in the future period F.S.I. limit is extended or the permission is granted for the installation of mobile tower from competent authority, in that case or even otherwise entire rights of the terrace will vest with M/s. S. S. Enterprises, Akola and Shop/Office owner will not be entitled to claim any right nor terrace except use of the same.

SCHEDULE
DISCRIPTION OF SHOP / OFFICE PROPERTY

Shop / Office No. _____ on _____ Floor, Carpet Area _____ Sq.Mtrs. and Builtup Area _____ Sq.Mt. alongwith _____ Sq.Mtrs. Undivided Share in land in the building known as _____ and the said shop/office is bounded as under :-

To the East - _____
To the West - _____
To the North - _____
To the South - _____

This Deed of Shop / Office is executed at Akola on day, date, month mentioned above and signed in presence of witnesses.

WITNESS :

1._____

2._____

SIGNATURES
Party No. 1 / Vendor

1._____
(Sushilkumar Ratanlal Khowal HUF)

2._____
(Sanjay Purushottam Agrawal)

Party No. 2 / Purchaser

_____