“MAYA ENCLAVE”
AGREEMENT TO SALE OF RESIDENTIAL FLAT/SHOP

This Agreement is made at Akola on this ..... day of ..... in the year Two Thousand and Twenty two between

M/S.KRUSHNA BUILDERS AND DEVELOPERS,

A PROPRIETORSHIP CONCERN-
THROUGH PROPRIETOR- BHARAT SHANTILAL RUPAREL
AKOLA, TQ. AND DIST. AKOLA
(Hereinafter referred to as **“THE PROMOTER/SELLER”** of the One Part)

AND

.....
.....
Hereinafter referred to as **“THE ALLOTTEE/PURCHASER”** of the Other Part)

WHEREAS by registered Development Agreement bearing No. 3955 Dt.13/11/2020 the Promoter became the lawful owner and possessor of piece and parcel of freehold land lying and being at Kaulkhed, Akola, Tq. and Dist. Akola admeasuring 1352 sq. mtrs, bearing field Sv.No. 12/1, within the limits of Akola Municipal Corporation, Akola, more particularly described in the First Schedule hereunder written (hereinafter referred to as **“THE PROJECT LAND”**) and to construct thereon building in accordance with the terms and conditions contained in the Commencement Certificate and as per Building Map sanctioned by the Commissioner Akola Municipal Corporation, Akola.

The vendor of Promoter before selling the above project land to the Promoter, paid 40 times of the land assessment with the Tahsildar, Akola as per order dated 17/04/2015 and thereby the Project Land became freehold land to deal with and released from the provisions and restrictions of concerned Tenancy Law, therefore, the Promoter got absolute unrestricted rights of ownership on the Project Land.

AND WHEREAS the Promoter being absolute owner/developer thereof, is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in lawful possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land a residential-cum-commercial multi storied building consisting of Shops on the ground floor and residential units on the Upper Floors as per sanctioned map, consisting of Ground Floor, First Floor, Second Floor, Third Floor and 4th Floor

AND WHEREAS the Allottee is offered an Apartment, bearing number ..... on the ..... floor (hereinafter referred to as the said "Apartment" in the Building called as **"MAYA ENCLAVE" WING-"RIDDHI"** (hereinafter referred to as the "said Building") being constructed in the phase of the said project, by the promoter.

AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect/Engineer registered with the Councils of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at MUMBAI bearing **No.....** and authenticated copy is attached in Annexure "F"

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

AND WHEREAS by virtue of registered Sale Deed referred above, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement with the Allottee of the Apartment and to receive the sale consideration in full or in parts in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given, inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect/Engineer Mr..... and of such other

documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of property card or extract of Village Forms VII and XII or all other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto as Annexure respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto as Annexure.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open space are proposed to be provided for on the said project have been annexed hereto as Annexure.

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

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ..... on ..... floor situated in the building namely **"MAYA ENCLAVE" WING- RIDDHI** being constructed in the First phase of the said Project.

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

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Re-development) Act, 2016 with the Real Estate Regulatory Authority at MUMBAI **No.....**

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment

with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat.

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

1] The Promoter shall construct the said building consisting of Ground floor and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that, the Promoter shall have to full right in respect of variations or modifications which may not adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2] [i] The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No……..of the type……. of carpet area admeasuring ……. sq. mtrs, built up area admeasuring ……. sq. mtrs and super built up area admeasuring ……. sq. mtrs, alongwith undivided share in land admeasuring ……. sq.mtrs situated on …… floor in the building **MAYA ENCLAVE, WING-RIDDHI** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure for the consideration of Rs……. excluding the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent of description of the common areas and facilities which are more particularly described in the Deed of Declaration bearing Registration Sr. No.6162 Dated 28/12/2021.

[ii] The Allottee has paid on or before execution of this agreement a sum of Rs……. (Rs……only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter, the balance amount of Rs……. (Rs……) in the following manner :

[iii] An amount of Rs……. (Rs……) (not exceeding 30% of the total consideration) to be paid to the Promoter immediately after the execution of Agreement.

[ii] An amount of Rs……. (Rs……) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the above said Apartment is located.

[iii] An amount of Rs……. (Rs……) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs of the building in which the above said Apartment is located.

[iv] An amount of Rs……. (Rs……) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the above said Apartment.

[v] An amount of Rs……. (Rs……) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, stair case lift wells, lobbies up to the floor level of the said Apartment.

[vi] An amount of Rs……. (Rs……) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the above said Apartment is located.

[vii] An amount of Rs……. (Rs……) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

[viii] Balance Amount of Rs……. (Rs……) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy or completion certificate, whichever occur earlier.

[ix] The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax. Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Plot]

[x] The total price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

[xi] The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ …….% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

[xii] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of …… percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified, in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All

these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(i) of this Agreement.

[xiii] The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2] The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3] Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the (Apartment/Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause written hereinabove herein above.

4] The Promoter hereby declares that whatever the Floor Space Index available as on date or in future in respect of the project land shall vest with the Promoter and the Promoter has every right to plan to utilize available Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter

by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5] If the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment) to the Allottee, the Promoter agrees to pay to the Allottee, who does intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Allottee to the Promoter.

6] Without prejudice to the right of Promoter to charge interest in terms of sub clause 5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall be liable to refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, only after receipt of consideration amount of the said Apartment by sell to third person.

7] The fixtures and fitting with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Building Plan annexed hereto.

8] The Promoter shall give possession of the Apartment to the Allottee on or before ..... day of ..... 2022. If the Promoter fails or neglects to give possession of the Apartment to the Allottee except on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause hereinabove from the date the Promoter failed to deliver possession till the date the amounts and interest thereon is repaid.

Provided the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

[i] War, Civil commotion or act of God

[ii] Any notice, order, rule, notification of the Government and/or other or competent authority /court.

[iii] Any other technical, legal or bonafide reason, caused the delay.

9] The Promoter, upon obtaining the certificate from the competent authority and the payment made by the Allottee as per agreement shall offer in writing the possession of the (Apartment /Plot), to the Allottee on the terms of this Agreement to be taken within 15 days from the date of issue of notice and the Promoter shall give possession of the (Apartment/Plot) to the Allottee. Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree to pay the maintenance charges as determined by the Promoter or associate Allottees as the case may be. The Promoter on its behalf shall offer the possession to Allottee in writing within 7 days of receiving the occupancy certificate of the project.

10] The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter intimating that the said Apartments are required use and occupancy, by clearing all the dues payable to the Promoter by him.

11] Upon receiving written intimation from the Promoter as per clause above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottees fails to take possession within the time provided in clause above such Allottee shall continue to be liable to pay maintenance charges as applicable.

12] If within a period of one year from the date of handing over the Apartment, the Allottee brings to the notice of the Promoter any structural defect in the Apartment of the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects should be rectified by the Promoter at his own cost.

13] The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/shop only.

14] The Allottee along with other Allottee(s)s of Apartments in the building shall jointly in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of

Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15] The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Original owner/Promoter in the said structure of the Building and the project land in which the said Apartment is situated.

16] Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks collectors, chowkidars, sweepers and all other expenses necessary and incidental the management and maintenance of the project land and building/s. Until the society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so ..... by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a Limited Company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be handed over by the Promoter to the Society or the Limited Company, as the case may be.

17] The Allottee shall on or before delivery of possession of the said premises keep with the Promoter, the following amounts.

i] Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

ii] Rs..... for formation and registration of the Society or Limited Company/Federation/Apex body.

iii] Rs..... for proportionate share of taxes and other charges/levies in respect of the society or Limited Company/Federation/Apex body.

iv] Rs.....for deposit towards provisional monthly contribution towards in respect of the society or Limited Company/Federation/Apex body.

v] Rs.....for Deposit towards Water, Electric and other utility and taxes connection charges and

vi] Rs.....for deposits of electrical receiving and Sub Station provided in layout.

18] The Allottee shall pay to the Promoter a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye laws and the cost of preparing and engrossing the conveyance or assignment of lease.

19] At the time of registration of conveyance or Lease of the structure of the Apartment or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building and project land. At the time of registration of conveyance or the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the land to be executed in favour of the Apex Body or Federation.

20] The Promoter hereby represented and warrants to the Allottee as follows :

i] The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project

land and also has actual physical and possession of the project land for the implementation of the project.

ii] The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

iii] There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv] There are no litigations pending before any Court of law with respect to project land or Project except those if any disclosed in the title report.

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

vi] The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

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

viii] The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

ix] At the time of execution of the conveyance deed of the structure to the association of the Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees.

x] The Promoter has duly paid and shall continue to pay and discharge disputed governmental dues, rates, charges and taxes and other monies, levies, positions, premiums, damages, and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till completion of the Project.

xi] No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice of acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21] The Allottee himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :

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

ii] Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction, structure of the building in which the Apartment is situated or storing of which is objected to by the concerned local or other authority and shall take care of carrying heavy packages which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or Apartment on

account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv] Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and project the other parts of the building in which the Apartment is situated and shall not chisel or any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii] Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned

local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

x] The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at the inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws or the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi] Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii] Till a conveyance of the project land on which the building, in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

22] The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

23] In case the transaction being executed by this agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter and Allottee both, as the case may be, in accordance with the agreed terms of payment.

24] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

25] After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

26] Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date

of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27] This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said agreement/plot/building, as the case may be.

28] This agreement may only be amended, modified, varied through written consent of the Parties hereto.

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

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

31] Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

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

33] The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Akola.

34] The Allottee and/or promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

35] That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified above in the title.

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

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

37] The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee alone.

38] Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Arbitrator duly appointed by both the parties hereto as per the provisions of Arbitration and Conciliation Act 1996.

39] That the rights and obligations of the Parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF PARTIES, hereinabove named have set their respective hands and signed this Agreement for sale at Akola in the presence of attesting witness, signing as such on the day first above written.

M/S.KRUSHNA BUILDERS AND DEVELOPERS
A PROPRIETORSHIP CONCERN-THROUGH PROPRIETOR-
BHARAT SHANTILAL RUPAREL
AKOLA, TQ. AND DIST. AKOLA

.....
THE PROMOTER/SELLER

THE ALLOTTEE/PURCHASER

.....

ATTESTING WITNESSES

1..... **2.....**