HARIVANSH PROPERTIES
Near Nagar Palika Akot, Taq Akot, District Akola, Maharashtra 444101

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21/02/2025

Annexure 'A'

Model Form of Agreement to be entered into betweenPromoter and Allottee(s)

(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

This Agreement made at _____ this.....day of..... in the year Two Thousand and TWENTY FIVE between :

M/S. HARIVANSH PROPERTIES through its Partners **(1) SHRI. DHIRAJ RAMESH WATANE,** Aged ___ Years, Occupation – Business, Income Tax PAN _____ & AADHAR UID _____, Resident of _____; **(2) SHRI. ANKIT ANUPKUMAR SHRAWAGI,** Aged ___ Years, Occupation – Business, Income Tax PAN _____ & AADHAR UID _____, Resident of _____; AND **(3) SHRI. MANGESH SHANKARRAO DESHMUKH,** Aged ___ Years, Occupation – Business, Income Tax PAN _____ & AADHAR UID _____, Resident of _____hereinafter referred to as "the **VENDOR/PROMOTER**" of the ONE PART

AND

(1) SHRI. _____ **S/o.** _____, Aged about ___ Years, Occupation – Service, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ AND
(2) SMT. _____ **W/o** _____, Aged ___ years, Occupation –_____, Income Tax PAN _____, Aadhar Unique Identity No. _____ and Cell No. _____ having address at _____ hereinafter referred to as "the **Allottee(s)/Purchaser(s)**" of the Other Part.

WHEREAS, the Vendor/Promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and Parcels of land bearing Plot no. 1 admeasuring area 588 Sq. Mt. , Plot no. 2 admeasuring area 261 Sq. Mt. and Plot no. 3 admeasuring area 243 Sq. Mt. (as per 7/11 extract 20/3/1, 20/3/2 and 20/3/3) carved out of Field Survey no. 20/3 at mauje Khadaki Bu., within the registration limits of Akola Municipal Corporation, Akola, Tq. Dist. Akola and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS, ALL THAT Piece and parcel of Agricultural land bearing Field Survey no. 20/3, of Mauje - Khadaki Bu. admeasuring area 00 H 64 R, in Akola, Tq. Dist. Akola, Originally belonged to 1) Bilal Ahemad Khan s/o Karim Khan and 2) Abrar Ahemad Khan s/o Karim Khan, since 2000; AND

WHEREAS, the aforesaid 1) Bilal Ahemad Khan s/o Karim Khan and 2) Abrar Ahemad Khan s/o Karim Khan applied before Sub Divisional Officer, Akola for conversion of agricultural land to non-agricultural land. The S. D. O. Akola has passed N. A. Order under Rev. Case no. NAP/ 34/ Khadaki Bu. / 19/ 1999-2000 on dt. 20/07/2000. The Field Survey no. 20/3 was divided into 15 residential plots; AND

WHEREAS, the aforesaid 1) Bilal Ahemad Khan s/o Karim Khan and 2) Abrar Ahemad Khan s/o Karim Khan lateron executed sale deed of Plot no. 1 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour of Shri. Sunil Manohar Bochare for consideration of Rs. 69,500/-. The sale deed was duly registered vide bearing no. AKG/6506/2000 before Joint Sub Registrar no. 2, Akola on dt. 11/08/2000. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid 1) Bilal Ahemad Khan s/o Karim Khan and 2) Abrar Ahemad Khan s/o Karim Khan executed sale deed of Plot no. 2 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour f Shri. Arunrao Sitaramji Dhone. The sale deed was duly registered vide bearing no. AKG/6489/2000 before Joint Sub Registrar no. 2, Akola on dt. 10/08/2000. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid 1) Bilal Ahemad Khan s/o Karim Khan and 2) Abrar Ahemad Khan s/o Karim Khan executed sale deed of Plot no. 3 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour f Shri. Arunrao Sitaramji Dhone. The sale deed was duly registered vide bearing no. AKG/6488/2000 before Joint Sub Registrar no. 2, Akola on dt. 10/08/2000. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid Shri. Arunrao Sitaramji Dhone executed sale deed of Plot no. 3 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour of Shri. Sunil Manohar Bochare for consideration of Rs. 40,000/-. The sale deed was duly registered vide bearing no. AKG3/3142/2003 before Joint Sub Registrar no. 3, Akola on dt. 28/08/2003. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid Shri. Arunrao Sitaramji Dhone executed sale deed of Plot no. 2 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour of Shri. Sunil Manohar Bochare for consideration of Rs. 45,000/-. The sale deed was duly registered vide bearing no. AKG3/3969/2003 before Joint Sub Registrar no. 3, Akola on dt. 24/11/2003. This transaction was duly mutated in revenue record; AND

WHEREAS, 1) Dhiraj Ramesh Watane, 2) Ankit Anupkumar Shrawagi And 3) Mangesh Shankarrao Deshmukh executed Partnership firm in the name of M/S Harivansh Properties. 1) Dhiraj Ramesh Watane(25% share), 2) Ankit Anupkumar Shrawagi(50% share) And 3) Mangesh Shankarrao Deshmukh(25% share) have according share in the M/S Harivansh Properties. The partnership deed was duly executed on dt. 20/02/2024; AND

WHEREAS, the aforesaid Shri. Sunil Manohar Bochare executed sale deed of Plot no. 2 and 3 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour of M/S Harivansh Properties Throuhg Partners - 1) Dhiraj Ramesh Watane, 2) Ankit Anupkumar Shrawagi And 3) Mangesh Shankarrao Deshmukh, the Vendor namedhereinabove, for consideration of Rs. 20,20,000/-. The sale deed was duly registered vide bearing no. AKG3/2364/2024 before Joint Sub Registrar no. 3, Akola on dt. 09/05/2024. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid Shri. Sunil Manohar Bochare executed sale deed of Plot no. 1 out of Field Survey no. 20/3 at mauje Khadaki Bu. in favour of M/S Harivansh Properties Throuhg Partners - 1) Dhiraj

Ramesh Watane, 2) Ankit Anupkumar Shrawagi And 3) Mangesh Shankarrao Deshmukh, the Vendor namedhereinabove, for consideration of Rs. 24,00,000/-. The sale deed was duly registered vide bearing no. AKG3/2979/2024 before Joint Sub Registrar no. 3, Akola on dt. 10/06/2024. This transaction was duly mutated in revenue record; AND

WHEREAS, the aforesaid M/S Harivansh Properties, the Vendor named hereinabove decided to develop the said Plots into a RESIDENTIAL CUM COMMERCIAL ESTATE by constructing Two separate Multistoried Buildings thereon consisting of various self contained separate Apartments therein. And accordingly the Vendor has prepared the Plan of a Multistoried Building proposed to be constructed on the said property and to be known and styled as "**GOLDEN LEAF**" in accordance with Building plan approved and sanctioned by Akola Municipal Corporation, Akola, vide its Building Permit No. _____ Dated _____; AND

WHEREAS the Vendor/Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove; AND

WHEREAS the Vendor/Promoter is in possession of the project land.

WHEREAS the Promoter has proposed to construct on the project land thereof having Ground and upper floors as shown in the sanctioned building plan reserving rights to get the building plan revised or re-revised by constructing many more floors as may be permissible as per applicable building rules and regulation at the relevant time; AND

WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ Floor, (herein after referred to as the said "Apartment") in the Building called "**GOLDEN LEAF**" (herein after referred to as the said "Building") being constructed on the project land by the Promoter; AND

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

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

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

WHEREAS the Vendor/Promoter have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building 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 Vendor/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/s shall be

granted by the concerned local authority; AND

WHEREAS the Vendor/Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND

WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on the _____ Floor in the building **"GOLDEN LEAF"** being constructed in the single 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 areaappurtenant to the said Apartment for exclusive use of the Allottee, 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 Vendor/Promoter a sum of **Rs. _____ (Rupees _____)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, the Vendor/Promoter have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____no. _____; AND

WHEREAS, under section 13 of the said Act the Vendor/Promoter have 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; AND

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Vendor/Promoter shall construct the Multistoreyed building known and styled as **"GOLDEN LEAF**, consisting of, ground, 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 Vendor/Promoter shall have to obtain prior consent in writing of the Allotteein respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Allottee hereby agrees to purchase from the Vendor/Promoter and the Vendor/Promoter hereby

agrees to sell to the Allottee Apartment No. ..... having carpet area admeasuring ..... **sq. metres** on ..... floor of the building known as **"GOLDEN LEAF"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/ covered Car parking space at _____ level basement/podium/ stilt /mechanical Car Parking Unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ft. vertical clearance.

(iii) The Allottee has requested the Promoter for allotment of an open Car parking space and the Promoter agrees to allot the Allottee an open Car parking space without consideration bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth.

1(b) The total aggregate consideration amount for the apartment Including commonly useable covered parking space is thus Rs._____/-, however it is excluding electricity connection charges, water connection charges, maintenance, GST and other contributory charges.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees_____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Vendor/Promoter the balance amount of Rs. _____ (Rupees _____) deposited in RERA Designated Collection Bank Account No. 43463786698, with State Bank, Branch Akola, having IFS Code SBIN0003784 situated at Shraogi Tower,Tilak Road, Akola. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 43530418209 and 43530417624 respectively in the following manner:-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Vendor/Promoter after the execution of Agreement
ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Vendor/Promoter on completion of the Plinth of the building or wing in which the said unit is located.
iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Vendor/Promoter on completion of the slabs including podiums and stiltsof the building or wing in which the said unit is located.
iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration)to be paid to the Vendor/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said unit.
v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Vendor/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit.
vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the

Vendor/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in whichthe said unit is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Vendor/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 maybe prescribed in the Agreement of sale of the building or wing in which the said unit is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the unit to the Allottee on or after receipt of occupancycertificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/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 theProject payable by the Vendor/Promoter) up to the date of handing over the possession of the [Apartment].

1(e) 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 Vendor/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 Vendor/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf tothat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective installment has been pre-poned. 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 Vendor/Promoter.

1(g) The Vendor/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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/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 Promoters 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(a) of this Agreement.

1(h) The Allottee authorizes the Vendor/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 Vendor/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor/Promoter to adjust their payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Vendor/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.

2.2 Time is essence for the Vendor/Promoter as well as the Allottee. The Vendor/Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the 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 Vendor/Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Vendor/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Vendor/Promoter have planned to utilize Floor Space Index of _____ by availing of TDR or FSI availableon 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 Vendor/Promoter have disclosed the Floor Space Index of_____ as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments/Row Houses to be carried out by the by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter only.

4.1 If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Vendor/Promoter agrees to pay to the Allottee, who does not 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 Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter.

4.2 Without prejudice to the right of Vendor/Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendor/Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Vendor/Promoter shall at their own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendor/Promoter.

5. The fixtures and fittings 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 Vendor/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Vendor/Promoter shall give possession of the Apartment to the Allottee on or before ..... day of ..... 20_____. If the Vendor/Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor/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 public or competent authority/court.

7.1 Procedure for taking possession - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor/Promoter shall give possession of the [Apartment] to the Allottee. The Vendor/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 Vendor/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of allottees, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotors to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.2 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Vendor/Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of

the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Vendor/Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/~~office/show-room/shop/godown~~ for carrying on any industry or business.(*strike of which is not applicable) They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor/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/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation 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.

9.1 The Vendor/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society," Association" or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Vendor/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Vendor/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 bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to 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 Vendor/Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendor/Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/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 paid over by the Vendor/Promoter to the Society or the Limited Company, as the case may be.

9.4 That Vendor/Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, _____ in Book No. 1 at Sr. No. _____ on _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

10. The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor/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~~/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation 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.

The Vendor/Promoter shall, within three months of registration of the Society or Association ~~or Limited Company~~, as aforesaid, cause to be transferred to the ~~society~~, "Association" ~~or Limited Company~~ all the right, title and the interest of the Vendor~~/Lessor~~/Original Owner/Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

The Vendor/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

Within 15 days after notice in writing is given by the Vendor/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 bill collectors, chowkidars, sweepers and all other expenses necessary and