

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.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Vendor/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 outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs for deposits of electrical receiving and Sub Station provided in Layout
12. The Allottee shall pay to the Vendor/Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Vendor/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.
13. At the time of registration of conveyance ~~or Lease~~ of the structure of the building or wing of the building, the Allottee shall pay to the Vendor/Promoter, the Allottees' 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. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty 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 said land to be executed in favour of the Apex Body or Federation.

14. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER

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

- i. The Vendor/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 legal possession of the project land for the implementation of the Project;

- ii. The Vendor/Promoter have 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 the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with 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 the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor/Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Vendor/Promoter has the right to enter into this Agreement and have 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 Vendor/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Vendor/Promoter confirms that the Vendor/Promoter are 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 allottees the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Vendor/Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor/Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/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 and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment

issituated 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 or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 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 colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any 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 Vendor/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 Vendor/Promoter within fifteen days of demand by the Vendor/Promoter, their share of security deposit demanded by the concerned local authority or Government or 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 Vendor/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 its inception and the additions, alterations or

amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the 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 out-goings 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 Vendor/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 Vendor/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.

15A. In case the transaction being executed by this agreement between the promoter the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes agreed as payable remuneration / fees / charges for services / commission / brokerage t said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/both, as the may be, in accordance with the agreed terms of payment.

16. The Vendor/Promoter shall maintain a separate account in respect of sums received by the Vendor/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.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments 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, staircases, terraces recreation spaces, will remain the property of the Vendor/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.

18. VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/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].

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Vendor/Promoter do not create a binding obligation on the part of the Vendor/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 30 (thirty) 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 Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Vendor/Promoter this Agreement within 30 (thirty) 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 Vendor/Promoter, then the Vendor/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.

20. ENTIRE AGREEMENT

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 Apartment, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended 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 or 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

25. 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 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter through its authorized signatory at the Vendors/Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Vendor/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 _____.

27. The Allottee and/or Vendor/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 Vendor/Promoter will attend such office and admit execution thereof.
28. That all notices to be served on the Allottee and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee's Address)

Notified Email ID: _____

M/S. HARIVANSH PROPERTIES

having its Registered Office at Akola

Notified Email ID : _____,

It shall be the duty of the Allottee and the Vendor/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 Vendor/Promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendor/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.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
31. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

SCHEDULE 'A'
(PROJECT LAND)

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 bounded as under :-

EAST - ANOTHER LAYOUT,
WEST - 9 MT. LAYOUT ROAD,
NORTH - 12 MT. SERVICE ROAD,
SOUTH - 9 MT. ROAD.

SCHEDULE 'B'
Description of Apartment/Shop

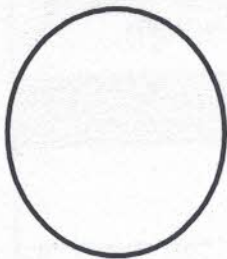
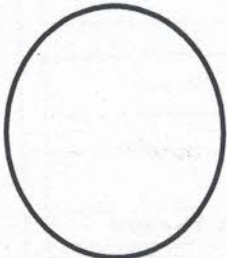
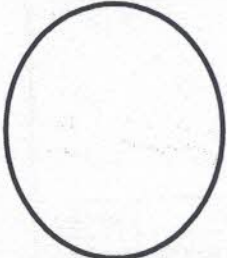
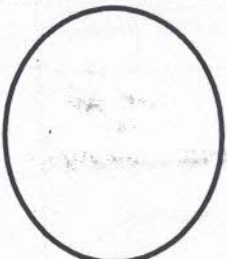
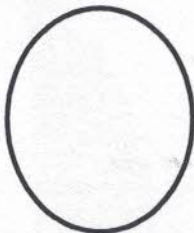
Name of Building : "GOLDEN LEAF"

Apartment/ Shop No.	Floor	Carpet Area Sq. Mtrs.	Open Balcony Sq. Mtrs.	Attached Terrace Sq. Mtrs.	Undivided Share in Land (%)

The said Apartment is bounded as under :

ON THE EAST - _____,
ON THE WEST - _____,
ON THE NORTH - _____,
ON THE SOUTH - _____.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this DEED OF AGREEMENT TO SELL at _____ in the presence of the attesting witnesses, signing as such on the day first above written.

	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
			1) FOR M/S HARIVANSH PROPERTIES (DHIRAJ RAMESH WATANE)
			2) (ANKIT ANUPKUMAR SHRAWAGI)
			3) (MANGESH SHANKARRAO DESHMUKH) Partners <u>VENDOR</u>
			 <div>(_____)</div> <u>PURCHASER</u>
NESSES :-			
			 <div>_____</div> WITNESS NO. 1

WITNESS NO. 2

Annexure 1

Second Schedule Above Referred To

A) Description of the Common Areas Provided:-

	Types Of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed Date Of Handover For Use	Size/Area of the Common Areas Provided
i)				
ii)				
iii)				

B) Facilities/ Amenities Provided/To Be Provided Within the Building Including In the Common Area of The Building:-

	Types Of Facilities/ Amenities To Be Provided	Phase Name/ Numbe r	Proposed Date Of Occupancy Certificate	Proposed Date Of Handing Over To Society/Com mon Organization	Size/Area of The Facilities/Am enities	FSI Utilized Or Free of FSI
ii)	NIL					

C) Facilities/ Amenities Provided/To Be Provided Within The Layout And/Or Common Area of The Layout:-

	Types of Facilities/ Amenities To Be Provided	Phase Name/ Numbe r	Proposed Date of Occupancy Certificate	Proposed Date Of Handing Over To Society/Com mon Organization	Size/Area of The Facilities/ Amenities	FSI Utilized Or Free of FSI
i)	NIL					

D) The Size And The Location Of The Facilities/Amenities In The Form of Open Spaces (RG/PG Etc.) Provided/ To Be Provided Within The Plot And/Or Within The Layout:-

	Types Of Open Spaces(EG/NG) To Be Provided	Phase Name/ Number	Size Open Spaces To Be Provided	Proposed Date Of Availability Or Use	Proposed Date Of Handing Over To Society/Common Organization
ii)	NIL				

E) Details and Specifications of the Lifts:-

	Type Lift (Passenger/Service/Stretcher/ Goods/Fire Evacuation/Any Other	Total Number Of Lifts Provided	Number Of Passenger – Carrying Capacity Weight(Kg)	Speed
i)	Passenger Lift			
ii)	Fire Lift			
iii)	Doctor's Lift			
iv)	Stretcher Lift			

A.A. Shrivastava