

MODEL FORM OF AGREEMENT
TO ENTERED INTO BETWEEN
PROMOTER AND PURCHASER OF FLAT

This Agreement made at Amravati this _____ day of August in the
year Two Thousand and Seventeen

BETWEEN

Shri. Gayatri Builders and Developers

by Proprietor Nitin Jugalkishor Chendulkar

Aged about - 52 years, Occ. Business,

R/o. Rukhmini Nagar, Amraavti

Tq. & Dist. Amravati

(PAN No. ADOPC4056D)

hereinafter referred to as "the Promoter" of the One Part

AND

Aged years, Occupation - _____

R/o. _____

hereinafter referred to as "the Flat Purchaser" {.....})

of the Other Part.

AND

A} Shri. Manoj Kishorchandra Shah

Aged about - 46 years, Occ. Business,

B} Shri. Jay Kishorchandra Shah

Aged about - 42 years, Occ. Business,

Both R/o. Riddhhi Siddhi Apartments, Amraavti

Tq. & Dist. Amravati

...2...

through Constituted Power of Attorney

Nitin Jugalkishor Chendulkar

Aged about - 52 years, Occ. Business,

R/o. Rukhmini Nagar, Amravati

Tq. & Dist. Amravati

(PAN No. ADOPC4056D)

hereinafter referred to as "the Consenting Party"
{.....) of the Third Part.

WHEREAS the Owners / Consenting Party, owns the following land situated at Mouje - Nimbhora Khurd, Amravati, Tq. & Dist. Amravati described in detail as under

'Within the limits, of Municipal Corporation, Amravati Field Survey No. 56/1 of Mouje- Nimbhora Khurd & Pragane Badnera, Tq. & Dist. Amravati total admeasuring 1 Hecter 27 R. (inclusive of Potkharab- 10 R. That the conversation of the said land for non agricultural use was already granted vide order dated 07/08/1963 in Rev. Case no. 3-11/1963-63 Amravati by Sub Divisional Officer, Amravati and which is bounded as under :-

Towards East - Badnera Road,
Towards West - Property of Attal
Towards North - Nala
Towards South - Property of Attal,
(hereinafter referred to as "the said land").

WHEREAS, one Late Tarabai Gokuldas Shah has acquired the said property by registered sale deed dated 31/10/1964 from Pandurang Sitaram Banarse and she was the absolute owner in possession of the said property.

Whereas, vide registered will deed of Late Tarabai Gokuldas Shah dated 04/01/1984 registered vide document no. 94 at the office of Sub Registrar Amravati, she has bequeathed the said property to Consenting Party. The said Tarabai Gokuldas Shah has expired on 13/06/1999 at Amravati and the said Consenting Party became the absolute owner and came in possession of the said property. The names of the Consenting Party are duly recorded in the record of right as owner and occupier of the said property.

WHEREAS, vide Development Agreement dated 14/11/2013 registered at serial no. 4676/2013 at the office of Sub Registrar Amravati, thereby the Consenting Party / Owner with the Promoter authorizing him to construct and develop a commercial and residential mega Township known as "Parikrama Greens" on the said land at his own cost with all the expenses required for the development and construction. That the Consenting Party / Owner further executed a Power of Attorney in favour of the Promoter vide registered document no. 4694/2013 dated 14/11/2013 at the office of Sub Registrar, Amravati, thereby authorizing the Promoter to develop and construct a residential cum commercial building on the said land by doing all the necessary legal acts at his own expenses and further empowered and authorized the Promoter to do the various acts to achieve the purpose of the said Development Agreement and to dispose of the constructed commercial construction, apartments and flats etc. on the said land as per the terms of the Development Agreement.

WHEREAS the Hon'ble Collector Amravati vide order Dtd. 28-04-2014 in Revenue Case No. N.A.P.-34/Nimbhora Khurd - 120/ 2013-2014 granted the permission for conversion of the use of the said land for residential and commercial purposes subject to terms and conditions of

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the said order and whereas in pursuance of the said order the Promoter who already deposited the required charges / fees.

AND WHEREAS as per the said order and as a result of Development Agreement the promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the said order.

WHEREAS, the Promoter have decided to develop and construct on the piece and parcel of land described above, a Mega Township known as "PARIKRAMA GREENS" according to the plans attached hereto as Exhibit "A" which is approved by the Assistant Director Town Planning, Amravati vide order no. 313 dated 13/06/2014 and which is made a part and parcel thereof. The postal address of the building is "PARIKRAMA GREENS", Badnera Road, Amravati.

That the said mega township consist of five wings named A,B,C,D and E out of which wing A & B are purely residential whereas wing C, D & E are commercial & residential one. Out of wing C, D, E Ground and first floor will be partially for commercial purposes where as other floors will for residential purposes.

The ground floor and upper floors are capable of individual utilization on account of having their own exit to a common area and facility of the building and the apartments capable of being sold to one or more owners each owner obtaining a particular and exclusive property right thereto and each apartment consisting of a heritable and transferable, immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as "Family Unit") and also undivided interest in the general and / or restricted common area and facilities of the building as listed hereinafter! in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as " General and / or restricted common areas and facilities".

AND WHEREAS the Vendor/Lessor/Original Owner/ Promoter being in possession of the said land and buildings thereon will be demolishing/ have demolished the old buildings and structure and constructing/ has constructed instead new multistoried buildings thereon.

AND WHEREAS the Promoter has proposed to construct on the said land (here specify number of buildings) new multistoried buildings of ground floor at stilt level and (here specify number of floors) or more upper floors (hereinafter referred to as "the said, building/ s");

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

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.

WHEREAS by virtue of the Development Agreement/ Power of Attorney the Promoter alone has the sole and exclusive right to sell the flats in the said building/ s to be constructed by the Promoter on the said land and to enter into Agreement/ s with the purchaser /s of the flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects Messrs and

of such other documents as are specified under the Maharashtra Housing (Regulation and Development) Act, 2012 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', B', and 'C', respectively.

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/ s.

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 said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/ s shall be granted by the concerned local authority.

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

AND WHEREAS the Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser of Flat No..... on floor in building No..... situated at

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AND WHEREAS prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect firstly that neither the Flat Purchaser nor the members of the family [family as defined under the Urban Land (C& R) Act of 1976] of Flat Purchaser own a tenement, house or building within the limits of..... (Name of town in which flat applied for is located);

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the Flat Purchaser a flat at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale price of the flat agreed to be sold by the Promoter to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) which shall in no event exceed twenty per cent, of the sale price of the flat agreed to be sold to the Flat Purchaser, and the Flat Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter is required to execute a written Agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

The Promoter shall construct the said building/s consisting of basement and ground/stilt,.....

podiums, stilt and upper floors on the said 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 obtain prior consent in writing to the Flat Purchaser in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due change in law.

The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one flat No..... of the type of carpet area admeasuring sq. metres (which is inclusive of the area of balconies) on floor as shown in the Floor plan thereof hereto annexed and marked Annexures D/Shop No...../covered/open Garage No.....in the Building (hereinafter referred to as "the Flat") for the price 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/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the flat including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately). The Flat Purchaser hereby agrees to pay to that Promoter the balance amount of purchase price of Rs. (Rupees) having been paid to the Promoter on or before the execution of this Agreement in the following manner:—

(i) Amount of Rs...../- (.....) (not exceeding 20% of the transaction price) to be paid to the Promoter on or before the execution of Agreement.

(ii) Amount of Rs...../- (.....) (not exceeding 40% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.

(iii) Amount of Rs...../- (.....) (not exceeding 65% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.

(iv) Amount of Rs...../- (.....) (not exceeding 75% of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, doors and windows of the building or wing in which the said flat is located.

(v) Amount of Rs...../- (.....) (not exceeding 85% of the transaction price) to be paid to the Promoter on completion of the flooring, plumbing and external plaster of the building Or wing in which the said flat is located.

(vi) Amount of Rs...../- (.....) (not exceeding 90% of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings, elevation, terraces with waterproofing, staircases, lift wells, lobbies at each floor level of the building or wing in which the said flat is located.

(vii) Amount of Rs...../-
(.....) (not

exceeding 95% of the transaction price) 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 or by statute to obtain occupation certificate of the building or wing in which the said flat is located.

(viii) Remaining Amount of Rs.....,-
(.....) at the time of handing over of the possession of the Flat to the Flat Purchaser on or after receipt of occupation certificate.

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 Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat:

The Promoter hereby declares that the Floor Space Index available in respect of the said land is square meters only and that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter, elsewhere, then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by him. In case while developing the said land the Promoter has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index

or otherwise howsoever, then the particulars of such Floor Space Index have been disclosed by the Promoter to the Flat Purchaser.

5. In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as " the Society"/" the Limited Company") makefull and true disclosure of the nature of his title to_ the said_ land as well as Encumbrances^if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor/Lessor/Original Owner/the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Promoter in favour of the said Society/Limited Company.

6. The Flat Purchaser agrees to pay to the Promoter interest at..... per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the purchaser to the Promoter.

7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat

Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser fifteen days prior notice in writing 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 and default shall have been made by the Flat Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.

9. The Promoter shall give possession of the Flat to the Flat Purchaser on or before **22nd day of December 2021**. If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the

provisions of sub-section (b) of section 16 Maharashtra Housing (Regulation and Development) Act, 2012 by the aforesaid date or the date or dates prescribed in sub-section (b) of section 16 of the said Act, then the Promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in sub-section (b) of section 16 have been satisfied or not will be referred to the Housing Regulatory Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat Purchaser there shall, subject to prior encumbrances if any, be a charge on the said flat as well as the construction or building in which the Flats are situated or were to be situated:

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

- (i) non-availability of steel, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and /or other public or competent authority.

Note. — The provisions of this proviso are not mandatory but negotiable.

10. The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation:

Provided that if within a period of five years from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any defect in the Flat or the building in which the Flat are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Flat Purchaser shall be entitled to receive from the Purchaser compensation for such defect or change. If there is a dispute regarding any defect in the building or material used or any unauthorized change in the construction, the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Housing Regulatory Authority, be referred for decision to such officer not below the rank of an Executive Engineer as the State Government may, by general or special order, specify in this behalf.

11. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence /office /showroom/ shop /godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's vehicle.

12. The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchasers 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 the registration of the Society 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 **15 days** of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable the Promoter to register the organisation of Flat Purchaser under section 18 of the said Act within the time limit prescribed by rule 11 of the Maharashtra Housing (Regulation and Development) (General) Rules, 2014. No objection shall be taken by the Flat Purchaser 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.

13. Unless it is otherwise agreed to by and between the parties here to the Promoter shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the building/s by obtaining/ or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company or Apex Body/Federation, as the case may be, and such conveyance/assignment of lease shall be in keeping with the terms and provisions of this Agreement.

14. Within 15 days after notice in writing is given by the Promoter to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said 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 said land and building/s,

Until the Society/ Limited Company is formed and the said land and building/ s transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 2,500/- per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 20 (1) of the said Act, on such conveyance /assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:

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- (i) Rs. 15,000/- for legal charges.
- (ii) Rs..... for share money, application entrance fee of the Society or Limited Company.
- (iii) Rs..... for formation and registration of the Society or Limited Company.

(iv) Rs..... for proportionate share of taxes and other charges.

Total Rs.

16. The Promoter shall utilise the sum of Rs. 15,000/- paid by the Flat Purchaser to the Promoter 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 as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

17. At the time of registration the Flat Purchaser shall pay to the Promoter the Flat Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

18. The Flat Purchaser/s or himself/ themselves with intention to bring all persons into whose hands the Flat may come, hereby covenants with the Promoter as follows: —

(a) To maintain the flat at the Flat Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat" is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the Flat 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 Flat 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 Flat is situated; including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

(g) Pay to the Promoter within 8 days of demand by the Promoter, his 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 Flat is situated.

(h) 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 Flat by the Flat Purchaser to any purposes other than for residential purpose.

(i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter.

(j) The Flat Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company 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 flats 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Flat 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.

(k) Till a conveyance of the building in which Flat is situated is executed the Flat Purchaser 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 land and buildings or any part thereof to view and examine the state and condition thereof.

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

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases,

terraces recreation spaces, will remain the property of the Promoter until the said land and building is transferred "to the Society/Limited Company or other body as hereinbefore mentioned.

21. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

22. The Flat Purchaser 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.

23. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A. D. /Under Certificate of posting at his/her address specified below:

24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company.

25. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) and the rules made thereunder/said Act and the rules made thereunder.

Note,—Testimonial clause to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

'Within the limits, of Municipal Corporation, Amravati Field Survey No. 56/1 of Mouje- Nimbhora Khurd & Pragane Badnera, Tq. & Dist. Amravati total admeasuring 1 Hectar 27 R. (inclusive of Potkharab- 10 R. That the conversion of the said land for non agricultural use was already granted vide order dated 07/08/1963 in Rev. Case no. 3-11/1963-63 Amravati by Sub Divisional Officer, Amravati and conversion of which for residential and commercial user was sanctioned vide order of the Collector dtd. 28-04-014 in Revenue Case No. N.A.P.-34/Nimbhora Khurd-121/2013-2014 and the layout of which was sanctioned vide order No.116/14 Dtd. 20-03-2014 by the order of Assistant Director Town Planning Municipal Corporation Amravati and which is bounded as under :-

Towards East	-	Badnera Road,
Towards West	-	Property of Attal
Towards North	-	Nala
Towards South	-	Property of Attal,

SECOND SCHEDULE ABOVE REFERRED TO

3) Common areas and facilities :

- a) The piece and parcel of land described in paragraph First of this Deed.

- b) Parking facilities as shown in Exhibit - A attached herein hereto and consisting of covered and open parking.
- c) The ground floor as shown in Exhibit -A attached and consisting of the common stair case for upper floors.
- d) The following facilities located throughout the building and as shown in Exhibit A, attached here
 - 1) Common parking space on the ground floor.
 - 2) Common Bore well equipped with electric motor pump for lifting the water to over head tank through a common pipe line alongwith a common over head tank for water to be supplied to. all the apartment owner in the building.
 - 3) A drinking water tap connection from the M.J.P. will be provided in the said building on the ground floor with a separate tank on the ground floor for collection the drinking water and a separate electric motor pump for supplying the said water to the over head separate tank of drinking water. A drinking water tap connection from the overhead tank will be provided in the kitchen of each of the apartment of the said building.

However, the electric consumption for the uplifting the drinking water as well as the drinking water consumption charges shall be payable as per the meter reading to the concerning department by the apartment owners commonly.

- 3) A stairway, referred to in this Deed as Stairway which leads from the ground floor to the roof of the building.
- 4) Water tank located on the roof of the building.
- 5) Plumbing net work throughout the building.

- 6) Electric wiring net work throughout the building.
- 7) Necessary lights in the parking, stairway & common spaces. - -.
- 8) The foundations and main walls, columns, girders', beams and roofs of the building as described in the plan, which form part of this Deed as Exhibit -A hereof.
- 9) Tanks, pumps, motors and in general all apparatus and installations existing for common use.

The facilities located in each one of floors as shown in the sanctioned map are Restricted Common area and facilities restricted to family unit of each respective floor.

"ANNEXURE - A"

Name of the Attorney at Law/Advocate,

Adv. Brajesh Shyamaprasad Tiwari

Address: Morbag Amravati

Date: 31-07-2017

No. RE.:

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in our opinion the title of **A} Shri. Manoj Kishorchandra Shah B} Shri. Jay Kishorchandra Shah** the Original Owner/Promoter is clear, marketable and free from encumbrances, charges and/or claims.

THE SCHEDULE ABOVE REFERRED TO

(Description of property)

'Within the limits, of Municipal Corporation, Amravati Field Survey No. 56/1 of Mouje- Nimbhora Khurd & Pragane Badnera, Tq. & Dist. Amravati total admeasuring 1 Hectar 27 R. (inclusive of Potkharab- 10 R. That the conversation of the said land for non agricultural use was already granted vide order dated 07/08/1963 in Rev. Case no. 3-11/1963-63 Amravati by Sub Divisional Officer, Amravati and conversion of which for residential and commercial user was sanctioned vide order of the Collector dtd. 28-04-014 in Revenue Case No. N.A.P.-34/Nimbhora Khurd-121/2013-2014 and the layout of which was sanctioned vide order No.116/14 Dtd. 20-03-2014 by the order of Assistant Director

Town Planning Municipal Corporation Amravati and which is bounded as under :-

Towards East - Badnera Road,
Towards West - Property of Attal
Towards North - Nala
Towards South - Property of Attal,

Place:

Dated 31st day of July 2017.

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE B

(Copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the said land).

ANNEXURE C

(Copy of the plans and specifications of the Flat as approved by the concerned local authority).

ANNEXURE D

(Description of the Flat).

ANNEXURE E

(Specification and amenities for the Flat),

Note - Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

...27...

Received of and from the Flat Purchaser above named the sum of
Rupees being within twenty
per cent of the sale price of the Flat as advance payment or deposit paid
by the Flat Purchaser to the Promoter.

I say received.

The Promoter/s.

**By order and in the name
of the Governor of Maharashtra,**