

Sarvadnya residency

Flat No- Page 1 of 1
301

Name:- Millind pund.

21/05/2019

पावती

Original/Duplicate

Tuesday, May 21, 2019

नोंदणी क्र.: 39M

12:46 PM

Regn.: 39M

पावती क्र.: 3592 दिनांक: 21/05/2019

गावाचे नाव: रहाटगाव

दस्तऐवजाचा अनुक्रमांक: बरत-2-2478-2019

दस्तऐवजाचा प्रकार: अंशमैत दू सेल

सादर करणाऱ्याचे नाव: - मिलिंद जयवंतराव पुंड

नोंदणी फी

रु. 19500.00

बरत हाताळणी फी

रु. 760.00

पृष्ठांची संख्या: 38

दस्तऐवज परत दिला

एकूण:

रु. 20260.00

आपणास मूळ दस्त, पंक्तेल प्रिंट, सूची-२ अंदाजे

1:12 PM ह्या वेळेत मिळेल.

Joint Sub Registrar Amravati II

बाजार मूल्य: रु. 1731752/-

मोबदला रु. 1950000/-

भरलेले मुद्रांक शुल्क : रु. 117000/-

1) देयकाचा प्रकार: eChallan रकम: रु. 19500/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001700222201920E दिनांक: 21/05/2019

बँकेचे नाव व पत्ता:

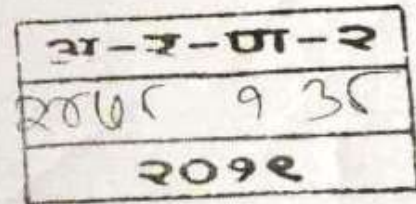
2) देयकाचा प्रकार: DHC रकम: रु. 760/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2005201911200 दिनांक: 21/05/2019

बँकेचे नाव व पत्ता:

5/21/2019

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	200520 411262
Date	30/05/2019
Received from Milind Jayvantrao Pund, Mobile number 9421722111, an amount of Rs.750/- towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Amaravati 2 of the District Amravati.	
Payment Details	
Bank Name	IBKL
Date	20/05/2019
Bank CIN	100041520190520183289
REF No.	215636870
This is computer generated receipt, hence no signature is required.	



AGREEMENT OF SALE
in respect of
SARVADNYA RESIDENCY

31-2-01-2
2806 330
2018

Mouja - Rahatgaon, Table No. 2/29, Flat @ Rs. 24,200/- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[D.O.D. Regd. on 28.02.2018 at Sr. No. 805/2018 with S.R.O., Amt.]

Govt. Valued of Rs. 17,31,752/-

Agreement of Sale Valued at Rs. 1,50,000/-

Total Sale consideration at Rs. 19,50,000/-

[Stamp duty of Rs. 1,17,000/- & Registration charges of Rs. 19,500/- is paid through challan]

THIS AGREEMENT OF SALE is made and executed on this 20th Day of May, 2019 between-

1) Smt. Chanda Mahadeo Kale,

Aged about 55 years. Occu. :- Housewife,

R/o. Padam Saurabh Colony, Amravati, Tq. & Dist. Amravati.

2) Sau. Nalini Pradip Chaudhary,

Aged about 57 years. Occu. :- Housewife,

R/o. Mahatma Fule Nagar, Amravati, Tq. & Dist. Amravati.

Hereinafter referred to the "**ORIGINAL OWNERS**" (which expression unless repugnant to the context, shall always mean and include is legal heirs, successors, executors and assigns)

Through it's **Special Power of Attorney** (By virtue of Agreement of Development and Building Construction with Special Power of Attorney dated 01.04.2017 registered at Sri. No. 1235/ 2017 with SRO No. 2, Amravati City)

M/s. C & D Engineers & Developers, (PAN.AAIFC6835F),

through it's partners,

1) Shri. Pramod Damodar Chaudhary,

Aged 49 Yrs, Occupation - Engg. & Developer,

R/o. Ashiyad Colony, Amravati, Tq. & Dist. Amravati. 444604.

2) Shri. Ramrao Bajirao Dungahu,

Aged 52 Years, Occupation- Engg. & Developer,

R/o. Churukrupa Vihar Colony, Rahatgaon Chowk, Amravati,

Tq. & Dist. Amravati. 444604.



Hereafter referred to as the "**VENDOR/ PROMOTER**" (which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **FIRST PART;**

---AND---

1) Mr. Milind Jaywantrao Pund (PAN NO. CBQPP3983E),

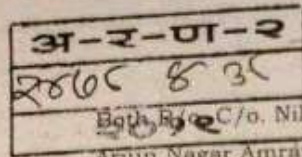
Aged 41 Yrs, Occ. - Service,

2) Sau. Bhomati Milind Pund (PAN NO. EIYPP9799F),

Aged 33 Yrs, Occ. - Housewife,



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CamScanner



Both by C/o. Nilesh J. Pund, Gajanan Apartment,
Arjun Nagar Amravati, Tq. Amravati, Dist. Amravati.
Pin No. 444903.

Hereinafter referred to as the "ALLOTTEE OR PURCHASER" which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **SECOND PART**;

WHEREAS the original owner No. 1 **Sau. Chanda Mahadeo Kale** is the owner of property situated at **Mouje Rahatgaon**, **Pragane Nandgaon Peth**, Tq. & Dist. Amravati within the limit of Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar, Amravati, Out of **Field Survey No. 132**, out of which agricultural land converted into layout as per order passed in Rev. Case No. NAP-34/Rahatgaon-51/ 1982-83, order dated 27.03.1984, known as "Bhat ayouit", **Nagpur Road, Rahatgaon Chowk, Amravati**, out of which layout converted plot No. 21, having total admeasuring 3000 sq.fts. (278.81 sq.mtr.) and which is commonly bounded as under :

Towards East	:	Layout Plot No. 20,
Towards West	:	Layout Plot No. 22,
Towards North	:	Service lane, and,
Towards South	:	Layout Road.

WHEREAS the original owner No. 2 **Sau. Nalini Pradip Choudhary** is the owner of property situated at **Mouje Rahatgaon**, **Pragane Nandgaon Peth**, Tq. & Dist. Amravati, within the limit of Municipal Corporation Amravati and within the jurisdiction of Sub-Registrar, Amravati out of field survey No. 132, out of which agricultural land converted into layout as per order passed in Rev. Case No. NAP-34/Rahatgaon-51/1982-83, order dated 27.03.1984, known as "Bhat Layout", **Nagpur Road, Rahatgaon Chowk, Amravati**, out of which layout converted plot No. 22, having total admeasuring 3360 sq.fts. (312.26 sq.mtr.) and which is commonly bounded as under :

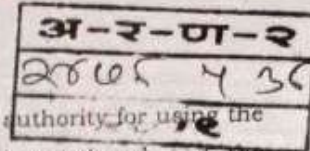
Towards East	:	Layout Plot No. 21,
Towards West	:	Layout Road,
Towards North	:	Service lane, and,
Towards South	:	Layout Road.

AND WHEREAS promoter amalgamated the above referred said plot vide Reg. C. No. NAP-34/Rahatgaon-91/2016-17 order passed dated 17.02.2017, and about referred property more particularly described in "Schedule A" annexed hereto (Hereinafter referred to as "the Project Land").

WHEREAS the both owner to get the said property developed and hence the owner has agreed to enter into Agreement of Development and Building Construction with Special Power of Attorney with Vendor/Promoter vide-Reg. Sri. No. 1235/2017 dated 01.04.2017 (Hereinafter referred to as "the Development Agreement") and after the said agreement Vendor is in possession of the said project land.

AND WHEREAS as per the title deeds referred to above in favour of the promoter, there is no convenient affecting the project land or the title of the promoter





and no further permission is required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgage the project land and has not created any lien or charge upon the project land

AND WHEREAS by virtue of the sale deed dated 15.04.2017 registered at Sr. No. 1435/2017 with the Sub-Registrar of Amravati City, executed by the previous owner Shri. Sudarshan Rajendra Chandak, the promoter purchased T.D.R. rights equivalent to 435 Sq.mts. from out of the T.D.R certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/73/2016 dated 06.09.2016 and Certificate No. 73/2016 and more particularly described in "First Schedule at Sri. No. (ii)" hereto.

WHEREAS Vendor/Promoter has applied with the Municipal Corporation, Amravati for the sanction of map of propose construction on said project land and which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide Order No. 0941 dated 18.01.2018, and the vendor has chosen to describe the said building known as "**SARVADNYA RESIDENCY**" and has already commence the construction of the said building, or there about more particularly described in the Schedule - I, and,

WHEREAS while seeking sanction to the building plan, the promoter has taken the benefit of the TDR rights described at Sri. No. (ii) in the schedule-A hereto for getting more Floor Space Index.

AND WHEREAS the Vendor/Promoter has executed **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment ownership Act, 1970 dated 28.02.2018, registered at Sr. No. 805/2018 with the office of Sub Registrar, Amravati City, Amravati, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the above referred property i.e. project land is free from all types of dispute, encumbrances, litigation and said property not affected by way of any means, and,

WHEREAS the Vendor/Promoter are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; and,

WHEREAS the Vendor/Promoter is the possession of the project land, and

WHEREAS the Vendor/Promoter has proposed to construct on the project land "**SARVADNYA RESIDENCY**" consist of there are total Four Office unit on ground floor and parking space, on first floor to fourth floor there are total four independent apartments/family units in each floor and on ground floor area excluding staircases is exclusively reserved for lift shaft, toilet, ample parking and there is staircases reserved to first floor to all upper floor residential Apartment, respectively, and,

WHEREAS the Allottee is offered an **Apartment** bearing Number/ 301 on the Third Floor, (herein after referred to as the said "**Apartment**") of the Building called "**Sarvadnya Residency**", (herein after referred to as the said "**Building**"), by the Vendor/Promoter and



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WHEREAS

the Vendor/Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, and

WHEREAS the Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai Reg. No. P50300015347; authenticated copy is attached in Annexure "F", and,

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

WHEREAS on demand from the Allottee, the Vendor/Promoter has made inspection to the Allottee of all the documents of title relating to the project land, plans, designs and specifications prepared by the Vendor/ Promoter's Architect Mr. Adwait Saurkar and of such other documents as are specified under Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under, and,

WHEREAS the authenticated copies of Certificate of Title issued by the Allottee at law or Advocated of the Vendor/Promoter, authenticated copies of Property card or extract of Village Forms VI and II and XII or any other relevant revenue record showing the nature of the title of the Vendor/ Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure "A" and "B", respectively, and,

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1, and,

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter and according to which the construction of the building and upon spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2, 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 marked as Annexure D, and,

WHEREAS the promoter has got some of the approvals from, the concerned local authority(s) to the plans, the specifications, elevations, section and of the said building/s and shall be obtained 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 the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and perform by the Promoter while developing the land and the said building and upon due observance and performance of which the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.



WHEREAS the Vendor/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans, and

WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of Apartment No. 301 on the Third Floor in the situated in the building "Sarvadnya Residency", of the said project, and,

WHEREAS the carpet area of the said Apartment is 52.25 square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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 present the Allottee has paid to the Vendor/Promoter a sum of Rs. 1,50,000/- (Rs. One lac Fifty Thousand 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 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 under section 13 of the said Act the promoter is required to be executed a written Agreement for sale of said Apartment with the Allottee, being in fact these present and also to register said Agreement under the Registration Act, 1908.

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

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

1) The Vendor/Promoter shall construct the said building consisting of ground and four 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 Allottee in respect of variations or modification 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. 301 having carpet area admeasuring 52.25 sq. meters on third floor in the building "Sarvadnya

Residency" (hereinafter referred to as "the Apartment") as shown in the Floor plan



thereof herein annexed and marked Annexure C-1 and C-2 for the consideration of Rs. 19,50,000/- (Rs. Nineteen Lack Fifty Thousand only) including proportionate price of the common area 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.

1 (b) The total aggregate consideration amount for the apartment is thus Rs. 19,50,000/- (Rs. Nineteen Lack Fifty Thousand only).

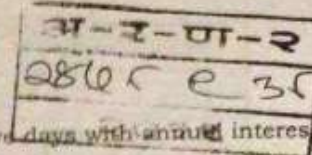
1 (c) The Allottee no. 1 has paid a sum of Rs. 30,000/- (Rs. Thirty Thousand only) by RTGS bearing no. MAHBH19123148617 of dated 03/05/2019 from the account of Bank of Maharashtra branch at Gadge Nagar Amravati as advance payment, and the Allottee no. 2 has paid a sum of Rs. 1,00,000/- (Rs. One lack only) by RTGS bearing no. MAHBH19105183067 of dated 15/04/2019 and Rs. 20,000/- (Rs. Twenty Thousand only) by RTGS bearing no. MAHBH19123148739 of dated 03/05/2019 from the account of Bank of Maharashtra branch at Gadge Nagar as advance payment. Thus the Allottees had paid on or before execution of this agreement a sum of Rs. 1,50,000/- (Rs. One lack Fifty Thousand only) by RTGS from Bank of Maharashtra branch at Gadge Nagar Amravati as advance payment and hereby agrees to pay to the Vendor/Prompter the balance amount of Rs. 18,00,000/- (Rs. Eighteen Lack only) in the following manner:-

- (i) 20% at the time of Agreement,
- (ii) 20% at the time first slab,
- (iii) 20% at the time second slab,
- (iv) 20% at the time third slab,
- (v) 10% at the time fourth slab,
- (vi) 5% at the time fifth slab,
- (vii) 5% at the time of possession

1(d) The Total Price of the apartment is Rs. 19,50,000/- (Rs. Nineteen Lack Fifty Thousand only). Besides the cost of apartment, the Allottee / purchaser has to pay the applicable taxes to the promoter / owner separately.

1(e) The Total Price is escalation-free, save and except escalation/ increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charge which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Vendor/ Prompter 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 /Prompter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes if any, in the carpet area; subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area within the defined limit then Promoter shall



refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of the Agreement.

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

2.1 The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restriction 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/purchaser, obtain form the concerned local authority occupancy and/or completion certificate in respect of the apartment

2.2 Time is essence for the promoter as well as the Allottee/purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment/office to the Allottee/purchaser and common areas to the association of the Allottees after receiving the occupancy certificate as the case may be. Similarly, Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreements subjects to the simultaneous completion of construction by the promoter as provided in above para.

3. The promoter hereby declares that the Floor Space Index available as on dated in respect of the project land is 1010.95 sq.mtrs. only and Promoter-has planned to utilize Floor Space Index of 1.40 by availing of TDR or FSI available on payments 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 Project. The Promoter has disclosed the Floor Space Index of 1.40 as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the Proposed construction and sale apartments to be carried out by promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

4.1 If the promoter fails to abide by the time schedule for completing the project and handing over the apartments to the Allottee, the 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/purchaser for every month of delay in the handing over of the possession. The Allottee/purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee/purchaser to the promoter under the terms of this agreements from the date the said amount is payable by the Allottee/purchasers to the promoter.

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4.2 Without prejudice to the right of promoter to charge interest in terms of para, on the Allottee/purchaser committing default in payments on due date of amount due and payable by the Allottee/purchaser to the promoter under agreement and on the Allottee/purchaser committing three defaults of payments installments, the promoter shall at his own option, terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to Allottee/purchaser, registered post AD at the address provided by the Allottee/purchaser and mail at e-mail address provided by the Allottee/purchaser his intention to be terminated this agreement and of the specific breach of terms condition in respect of which it is intended to be terminated the agreement. If Allottee/purchaser fails to rectify the breach or breaches mentioned by the promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement and he can recover liquidated damages from Allottee/purchaser.

Provided further that upon termination of this agreement as aforesaid, the promoter shall be refunded to the Allottee/purchaser by deducting the amount of liquidated damages, which may be payable to promoter within a period of thirty days of the termination.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brands, or price range (if unbranded) be provided by the Promoter in the said building and the Apartment as are set out in Annexure "E" annexed hereto.

6. The promoter shall give possession of the apartment/ office to the Allottee/purchaser on or before 31st July 2020. If the promoter fails or neglects to give possession of the apartments, then the promoter shall be liable on demand to refund to the Allottee/purchaser the amounts already received by him in respects of the Apartment with interest at the same rate as may mentioned in the rules form the time the promoter received the sum till the date the amounts and interest there on is repaid.

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

- (1) war, civil commotion or act of God;
- (2) any notice, order, rule, notifications of the governments and /or other public competent authority /court.

7.1 **Procedure for taking possession** - the promoter, upon obtaining occupancy certificate from the competent authority and the payments made by the Allottee /purchaser as per the agreement shall offer in writing the possession of the apartments, to the Allottee/purchaser, in terms of this agreement to be taken within three months from the date of issue of such notice and the promoter shall give possession of the apartment to the Allottee/purchaser. The promoter agrees and undertakes to indemnify the Allottee/purchaser in case of failure fulfillment of any of the provisions, formalities, documentation on part of the promoter/owner. The Allottee/purchaser agrees to pay the maintenance charges as determined by the promoter, or association of Allottee/purchaser, as the case may be.

7.2 The Allottee/purchaser shall take possession of the apartment within 15 days of the written notice from the promoter to the Allottee/purchaser intimating that the said apartments are ready for use and occupancy.

7.3 Failure of Allottee/purchaser to take Possession of apartment/ office:

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

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

8. The Allottee/purchaser shall use the Apartment or any part thereof permit the same to be used only for purpose of residence. He shall use parking space only for purpose of keeping or parking vehicle.

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

9.1 The Promoter shall, within three months of registration of the Association, as aforesaid, cause to be transferred to the Association all the right, title and the interest of the owner/promoter and/or the owners in the said structure of the building or wing in which the said apartments is situated.

9.2 Within 15 days after notice in writing is given by the promoter to the Allottee that the apartment or office unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the Apartment/Office) of outgoings in respect of the project land and Building 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 and buildings.