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10. The Allottee/purchaser shall on or before delivery of possession of the premises keep deposited with the promoter/owner, the following amounts:-

(i) Rs. 25,000/- for deposit towards provisional monthly contribution to maintenance of the lift for a period of Five years.

(ii) Rs. 25,000/- for electric and other utility and services connection charges.

11. The Allottee/purchaser shall pay to the promoter a sum **of Rs. 5,000/-** meetings all legal coast charges and expenses, including professional coasts of Attorney-at-Law/ Advocates of the promoter in connection with formation of the Association and for preparing its rules, regulations and byelaws and the co preparing and engrossing the conveyance or assignment of lease.

12. Representation and warranties of the Promoter ;

The promoter here by represents and warrants to the Allottee/purchaser as follows

i. The promoter has clear and marketable title with respect to the project land declared in the title report an annexed to this agreement and has the requisite ri to carry out development upon the project land and also has actual, physical and possession of the project land for the implementation of the project;

ii. The promoter has lawful rights and requisite approvals from the compe authorities to carry out development of the projects and shall obtain requ approvals from time to time to complete the development of project;

iii. There are no encumbrances upon the project kind or the project except disclosed in title report;

iv. There are no litigations pending before any court of law with respect project land or project expect those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities respect to the project, project land and said building/wing are valid and subs and have been obtained by following due process of law. Further, all ap licenses and permits to be issued by the competent authorities with respe project, project land and said building/ wing shall be obtained by followin process of law and the promoter has been and shall, at all times, remain to compliance with all applicable laws in relation to the Project, project Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not c or omitted to perform any act or thing, whereby the right, title and inter Allottee/purchaser herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or dev or any other agreement/arrangement with any person or party with respe project land, including the Project and the said apartment which will, in any ma affect the rights of Allottee/purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any m whatsoever from selling the said apartment to the Allottee/pur-chaser in the ma contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to asso of Allottee/purchaser the Promoter shall handover lawful, vacant, peaceful, phy

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possession of the common areas of the structure to the Association of the Allottee/purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

i. To maintain the Apartment at the Allottee/purchaser's own cost in good and tenantable repair and condition from the date 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 is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction 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/purchaser in this behalf, the Allottee/purchaser 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 Promoter to the Allottee/purchaser 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/purchaser committing any act in contravention of the above provision, the Allottee/purchaser 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 color scheme of the building in which the Apartment is situated and shall

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keep the portion, sewers, drains and pipes in the apartment and the appur... thereto in good tenantable repair and condition, and in particular, so as to ... shelter and protect the other parts of the building in which the Apartment is ... and shall not chisel or in any other manner cause damage to columns, beams ... slabs or RCC, Pardis or other structural members in the Apartment without the ... written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his ... security deposit demanded by the concerned local authority or Government or ... water, electricity or any other service connection to the building in which ... Apartment is situated.

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

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

x. The Allottee/purchaser shall observe and perform all the rules and regulations ... which the association of the apartment 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 Apartment therein and for ... observance and performance of the Building Rules, Regulations and Bye-laws for ... time being of the concerned local authority and of Government and other public ... bodies. The Allottee/ purchaser shall also observe and perform all the stipulations ... conditions laid down by the Association regarding the occupancy and ... Apartment in the Building and shall pay contribute regularly and punctually ... the taxes, expenses or other out-goings in accordance with the terms of ... Agreement.

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

xii. Till a conveyance of the project land on which the building in which ... is situated in favour of Association of Apartment, the Allottee/ purchaser ...

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the Promoter and 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.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/purchaser 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.

15. 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/purchaser 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 Promoter until the said structure of the building is transferred to the Association of Society until the project land is transferred to the Association of society as herein before mentioned.

16. **Promoter shall not Mortgage or create a charge** - The Promoter execute 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 inforce, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

17. **Binding effect :** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sign 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 Promoter. If the Allottee(s) fails to execute and deliver to the 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. **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 /plot /building, as the case -may be.

19. **Right to amend :** This Agreement may only be amended through written consent of the Parties.

20. **Provisions of this Agreement applicable to Allottee/Subsequent Allottee : .**

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It is clearly understood and so agreed by and between the Parties here to all the provisions contained herein and the obligations arising here under in respe the Project shall equally be applicable to and enforceable against any subsequ Allottee /purchasers of the Apartment, in ase of a transfer, as the said obligation along with the apartment for all intents and purposes.

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

22. Method of calculation of proportionate share wherever referred to in Agreement - Wherever in this Agreement it is stipulated that the Allottee has to any payment, in common with other Allottee(s) in project, the same shall be proportion to the carpet area of the Apartment to the total carpet area of all Apartments in the Project,

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

24. Place of Execution - The execution of this agreement shall be complete upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and 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 Amravati.

25. The Allottee/purchaser and/or Promoter shall present this Agreement as the conveyance at the proper registration office of registration within the time prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee/purchaser and the Promoter contemplated by this Agreement shall be deemed to have duly served if sent to Allottee/purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Allottee/purchaser

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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Both R/o. C/o. Nilesh J. Phind, 102, Gajanan Apartment, Arjun Nagar Amravati, Tq. Amravati, Dist. Amravati.
Pin No. 444903.
Notified Email ID:_____

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M/s. C & D Engineers & Developers, through it's partners,

1) **Shri. Pramod Damodar Chaudhary,**
R/o. Ashiyad Colony, Amravati, Tq. & Dist. Amravati.
Notified Email ID:_____

2) **Shri. Ramrao Bajirao Dungahu,**
R/o. Gurukrupa Vihar Colony, Rahatgaon Chowk,
Amravati, Tq. & Dist. Amravati.
Notified Email ID:_____

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

27. **Joint Allottees :** -

That in case there are joint Allottee/purchasers all communications shall be sent by the promoter to the Allottee / purchaser 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 Allottee/purchasers.

28. **Stamp Duty and Registration :**

The charges towards stamp duty and registration of this agreement shall be borne by the Allottee/purchasers.

29. **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 Authority as per the provisions of the Real Estate (Regulation & Development) act 2016, Rules and Regulations, thereunder.

30. **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 **Amravati Court** will have the jurisdiction for this agreement.

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

First schedule above referred to

Description of the Plots & TDR (Rights)

(i) "All the piece and parcel of land situated **of Mouje Rahatgaon,** Praganc 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 27.031984, known as

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"Bhat Layout", Nagpur Road, Rahatgaon Chowk, Amravati, out of which [illegible] converted plot No. 21, having total admeasuring 3000 sq.fts. (278.81 sq.mtr.) [illegible] plot No. 22, having total admeasuring 3360 sq.fts. (312.26 sq.mtr.) after [illegible] gamation plot total admeasuring 591.07 sq.mtss. and which is commonly [illegible] as under

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

(ii) T.D.R. rights equivalent to 436 sq.mts. from out of the T.D.R certificate [illegible] by Amravati Municipal Corporation vide Folio No. AMC/ADTP/ TDR/73/2016 [illegible] 06.09.2016 and Certificate No. 73 for total area 5608.8 sq.mts., in Zone [illegible] Amravati, Tq. and Dist. Amravati in lieu of 7500 sq.mts. of land from out of [illegible] survey No.61/ 1 of Mouje-Navsari, Pragane-Naiidgaon Peth, Tq. and Dist. Amravati [illegible] land admeasuring 2337 sq.mts. acquired by Amravati Municipal Corporation [illegible] meter wide road, under sale deed dated 03.09.2016 registered at Sri. No. 2189/20[illegible]

SECOND SCHEDULE

(Description of the Apartment/Flat)

"All RCC. Super Structure comprising the Flat bearing No. 301 (North East [illegible] situated at Third Floor, "Sarvadnya Residency", having carpet area 52.25 sq.m[illegible] and Super built up area 71.56 sq.mts. The apartment area includes the share [illegible] common built-up area of staircase and balcony. There is unallotted parking (first [illegible] first park basis). This unit consist of one living room, one kitchen room, two [illegible] attach with toilet and one common toilet. That there is an balcony in the [illegible] apartment to be constructed on the project land described in the schedule [illegible] hereinabove, along with 5.89% undivided share in the said project land described [illegible] the schedule "A", which is bounded as under-

Towards East	:	Layout Plot No. 20,
Towards West	:	Lift, Stair Case and Flat No. 304
Towards North	:	Service Line
Towards South	:	Flat no. 302.

THIRD SCHEDULE

General Common Area & Facilities of the building

a) Ample parking (first come first park basis) only for residential owner.
b) Staircase from ground floor up to terrace of the building and the Corridor or the passage or the lobbies in front of each apartment.
c) Enclosure of the lift and installation and apparatus of the lift.
d) Water tank located at the roof of the building.
e) Plumbing network throughout the building.
f) Electric wiring in the common area of the building and the electric meter for the electricity in the common areas outside the apartment.
g) Necessary lights in the common areas of the building.

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h) Common Septik tank and drainage system of the building.
i) Water tap connection.
j) Water supply pump for filling overhead water tank through borewell.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR SIGNATURE ON THE DAY, MONTH AND YEAR OF FIRST ABOVE MENTIONED

ALLOTTEE OR PURCHASER

1) Mr. Milind Jaywantrao Pund,

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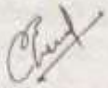
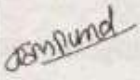
		

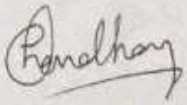
2) Sau. Bhomati Milind Pund,

PHOTO	SIGNATURE	THUMB IMPRESSION
		

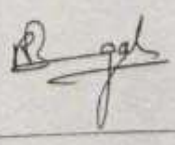
VENDOR/OWNER/PROMOTER

1) Sau. Chanda Mahadeo Kale,
2) Sau. Nalini Pradip Chaudhary,
Through it's Special Power of Attorney
M/s. C & D Engineers & Developers,
through it's partners,

1) Shri. Pramod Damodar Chaudhary,

PHOTO	SIGNATURE	THUMB IMPRESSION
		

2) Shri. Ramrao Bajirao Dungahu,

PHOTO	SIGNATURE	THUMB IMPRESSION
		

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WITNESSES

1) .....अशोक.....

(Mr. Amol Jagannathrao Gole)

Aged about 35 years, Occu. :- Service,

R/o. At- Nardoda, Tq- Daryapur, Dist. Amravati

2) .LAGole.....

(Sau. Lalita Amol Gole)

Aged about 30 years, Occu. :- Housewife

R/o. At- Nardoda, Tq- Daryapur, Dist. Amravati

Received of and from the allotee above named the sum of Rs. 1,50,000/- (Lack Fifty Thousand only) on execution of this agreement towards earnest and deposit or application fee.

.....

The Promoter/s

I say received

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M/s. C & D Engineers & Developers,

through it's partners

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