AGREEMENT TO SALE

Mouje – MHASALA **Survey No.22 PART** Tq. & Dist. Amravati.
Zone No..... Rate...../- per Sq. m.
Market value as per ready recokoner is Rs.
Agreed Purchase Price Worth Rs...../-
E-Stamp Duty paid by Rs.1,000/-.
(DRAFT COPY)

THIS DEED OF APARTMENT IS MADE AND EXECUTED AT AMRAVATI ON THIS _____ DAY OF **DECEMBER** IN THE YEAR TWO THOUSAND TWENTY;

BETWEEN

The Commissioner Amravati Municipal Corporation Amravati through its authoritze officer Shri RAVINDRA PAWAR. CITY ENGINEER, AMRAVATI MUNICIPAL CORPORATION AMRAVATI..

Age :---------- Years : ----------
AADHAR NO. No. ----------
Residing At: ----------

Hereinafter called and referred to as THE "PROMOTER". (Which expression unless repugnant to the context or meaning thereof shall mean and includes said partnership firm, its present and future partners, successors in title, administrators, their heirs, executors, survivors, administrator, power of attorney holder and assign etc.)

..... PARTY OF THE FIRST PART;

A N D

Ganesh Madhukar Gawai
Age 44 Years, Occ.Labourar
R/o at Post Nalwada, Tq. Daryapur,
Dist. Amravati 444803
Aadhar No.898482078479

Hereinafter called and referred to as "THE FLAT PURCHASERS/ ALLOTTEES" (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/her /their heirs, executors, successors, administrators, assigns and power of attorney holder etc.)

..... PARTY OF THE SECOND PART;

WHEREAS, The Layout Plot bearing **No. 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16,** out of Field Survey no. 22 PART, situated at **Mauje MHASALA Pragane Badnera , Tq and Dist.** Amravati area of Plot no 1 to 16 admeasuring 2902.50 sq. mtr. within the limits of AMRAVATI Municipal Corporation and within the Jurisdiction of Sub-Registrar of Amravati, Taluka- Amravati, Dist-Amravati. **(Hereinafter referred to as, "Said Property").**

WHEREAS the First Party has acquired the title of the plots by virtue of Regd. Sale deed dtd. 27.03.1991 at sr. no. 1785 from **SMT. USHADEVI RAMKRUSHNA RATHI, AMRAVATI** and as such the grantor is the absolute owner of the plot described above.

WHEREAS under the **Pradhanmantri Awas Yojna,** the Grantor has launched the project of the construction work of 860 EWS houses at various locations sanctioned under Pradhanamantri Awas Yojanain Amravati Municipal limit, wherein the beneficiary has being selected as per guidelines of Pradhanamantri awas yojana and allotment will be done as per MHADA policy and Under Pradhanmantri awas yojana beneficiary avail the subsidy of **Rs. 2,50,000/- (Central Govt. Contribution Rs. 1,50,000/- and state govt. contribution Rs. 1,00,000/-).**

AND WHEREAS that the First Party has started the construction of project known as **"MHASLA PROJECT"**, under the said Pradhanmantri Awas Yojna, and according to the plan sanctioned, and the all Eleven plots bearing plot no. 1 to 16 are amalgamated by the Municipal Corporation Amravati for the construction of the said project and the said

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construction plan duly approved on **dated 04/11/2020 by Municipal Corporation Amravati.**

AND WHEREAS, the party of the Promoter i.e. alone has full and exclusive rights to construct the multi storied building/s and to sell the flat/s, other tenements, terrace, balcony, open space etc. in the said building/s to be constructed on the said landed property and allot the parking space to the prospective Purchaser/Allottees and to enter into article of agreement/s with proposed purchaser/s/Allottee of the flat/s, other tenements, terrace/s, balcony and parking space in the said building/s and to receive the consideration from them in respect thereof.

AND WHEREAS, the party of the Promoter herein have prepared building plan and submitted the same to the AMRAVATI MUNICIPAL CORPORATION, for getting sanction and approval of the same, (Hereinafter referred to as "THE SAID PLAN") and the said authority by considering all aspect has approved and sanctioned the propose building plan of the said landed property vide order Dated: 04/11/2020, and permitted the party of the first part Promoter to carry out the construction activity in and upon the landed property as described in the schedule A written hereunder. The copy of floor plan is also attached herewith and same is part of this article of agreement, and

WHEREAS the purchaser / allottees has been selected in the allotment process as a beneficiary under the said PMAY Scheme which entitles the purchaser to purchase the residential unit from out of the said Mhasala Project, and

WHEREAS, the party of the Promoter on the request of the Purchaser/Allottee/s has/have supplied copies of sanction and approved plan, specifications, search report, title report, 7/12 extract, mutation entries and other deeds and documents, to the party of the Second part/ Purchaser/Allottee, which are required under the provisions of the MOF Act 1963 and/or any substituted Acts/Rules/Regulations in respect of the said project and the Rules made from time to time there under and the party of the Second part/ Purchaser/Allottee is fully satisfied of the clear and marketable title of the said landed property and the proposed construction thereon.

AND WHEREAS, the Promoter is holding the title of the said landed properties, however, entire development, construction and implementation of the construction project on the said landed property shall always be the absolute responsibility of the party of the Promoter and the party of the Promoter is fully responsible for giving the marketable title of the said landed property as described in the Schedule A written hereunder; And the party of the Promoter also get rights to construct a building on the said property as building known as **"MHASLA PROJECT".**

AND WHEREAS the party of the Promoter i.e. **Mr. RAVINDRA KHORATE, DEPUTY COMMISSIONER(GENRAL), AMRAVATI MUNICIPAL CORPORATION, AMRAVATI.** have formed an Apartment Association under the provision of Maharashtra Apartment Ownership Act 1970 under name and style as **"MHASALA PROJECT (s.no, 22 PART)". (Hereinafter to referred as the "SAID DEED OF DECLARATION"),** as required **u/s. 2(1)** of Maharashtra Apartment Ownership Act 1970, in respect of the said land and building/s standing thereon vide Deed of Declaration dated ----------, which is registered in the office of Sub Registrar Amravati, at Sr.No.---------- and the Promotar is also registered with the RERA authority bearing RERA Registration No. _____.

AND WHEREAS, relying upon the application of the party of the Second party/ Purchaser/Allottee/s herein, the party of the Promoter has agreed to sell the flat described in schedule B to the purchaser/ allottee and Purchaser/Allottee/s agreed to purchase and acquire the same, at the price/consideration on the terms and conditions, as per the provisions of the MOF Act 1963 and/or any substituted

Acts/Rules/Regulations in respect of the said project and the Rules made from time to time there under.

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

I. The party of the Promoter shall construct the proposed building/s in accordance with approved and sanction plan of the Amravati Municipal Corporation/Competent Authority and it is further agreed and consented by the Purchaser/Allottee/s that the party of the Promoter is entitled to make any reasonable variations or alteration in the said proposed building/s plans as may required by the party of the Promoter or by the concerned authority;

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2. It is further agreed by the Purchaser/Allottee/s that, if the local authority or competent authority permits any additional construction in the proposed building/s or in the said landed property, it shall be the sole and exclusive authority of the party of the Promoter to construct the same, as per their wishes and the Purchaser/Allottee/s hereby gives his/her/their irrevocable consent to such alteration, modification, additional construction, being constructed by the party of the Promoter in the said landed properties, provided, it does not affect the area of the said flat premises;

3. The proposed building plan is sanctioned and approved by the AMRAVATI MUNICIPAL CORPORATION or any other competent authority and same is / are open for inspection in all working days, during office hours on the site office and as well as its registered office address of the party of the Promoter, which is mentioned above;

4. The Purchaser/Allottee/s hereby agrees to purchase and the party of the first part hereby agrees to sell the Flat/Unit No.WING – __, FLAT NO. – _____ admeasuring about 32.24 sq. mtrs. (Built-Up), on the GROUND Floor in the proposed three storied ownership scheme namely " **MHASALA PROJECT** (s.no. 22 PART) ". **(Hereinafter referred to as "THE SAID FLAT").** (which is more particularly described in the schedule "B" written hereunder), for consideration of **Rs. RS. 9,61,000/- (GOVT. SUBSIDY – RS. 2,50,000/- + BENEFICIARY CONTRIBUTION –RS. 711000/-)** and accordingly the amount of RS. 49000/- consideration to be paid by the Purchaser/Allottee/s for the said Flat works out to Rs.662000/- which will be paid by the purchaser/ allottee in following manner.

Sr. No	Description	Individual/ in %age of sale price
1	Foundation and up to plinth super structure work- of area base rate of particular area super structure	20
2	Completion of R.C.C. frame structure/erection up to2 Floor level	20
3	Completion of R.C.C. frame structure/erection up to 4 Floor level and above	20
4	Brick Work, Internal and external Plaster, Internal all type Flooring i.e. skirting, dado upto 1st Floor, 2nd floor, 3rd floor, 4th floor (All floors including head room etc.)	20
5	Virtual Completion	20
		100

The Purchaser/Allottee/s shall pay the balance consideration of to the party of the first part / Land Owner Promoter/ Builder through landing bank or own funds. The Party of the Promoter does hereby admit and acknowledges receipt of the said amount and does hereby discharges The Purchaser/Allottee/s from the same and every part thereof

5. The party of the second part/ Purchaser/Allottee assure and agree to pay the above installment/s as and when they are becomes due and payable, if, the Purchaser/Allottee/s fails to pay the balance consideration amount in respect of the said flat premises to the party of the Promoter as per agreed terms and conditions as stated in the present article of agreement, then the party of the Promoter has full right and liberty to sale the same to the another proposed Purchaser/Allottee/s and execute necessary article of agreement/s in favour of the prospective Purchaser/Allottee/s and accept the consideration from him/her/ them or to recover the due and payable amount from the Purchaser/Allottees with interest.

6. The total consideration/price above excludes taxes, (consisting of tax paid or payable by the Promoter and Builders by way of Value Added Tax, Service Tax, Goods and Service Tax and/or Cess, stamp duty, registration, one time or monthly maintenance

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amount or any other similar taxes, as applicable from time to time) namely which may be levied, in connection with the construction of and carrying out the project payable by the Promoter and Builders) up to the date of handing over the possession of the (said Flat Premises). The Purchaser/Allottee/s/ the party of second party have to pay the same to the Promoter and Builders at rates in force as defined in the relevant statute.

7. The total consideration/price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter and Builders undertakes and agree that while raising a demand on the Purchaser/Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter and Builders 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 Promoter and Builders, which shall only be applicable on subsequent payments;

8. It is further agreed by and between the parties that the amounts received from the prospective Purchaser/Allottee/s like as maintenance, legal charges and various taxes, which are recovered from the Purchaser/Allottee/s, collected by the party of the Promoter alone and the party of the second part/ Purchaser/Allottees have no right in the said amount or they have no right to claim the same from the party of the Promoter.

9. The fittings, fixtures and amenities to be provided by the party of the first part ins aid building are set out in schedule "C" hereunder written and the Purchaser/ Allottee has approved and satisfied himself / herself / themselves about the same.

10. The Promoter and Builders do hereby doth covenant with the Purchaser/ Allottee/s as follows:-

a) The Promoter and Builders 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 premises to the Purchaser/Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat premises;

b) Time is essence for the Promoter as well as the Purchaser/Allottee/s. The Promoter and Builders shall abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/Allottee/s and the common areas to the association of the Purchaser/Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the article of Agreement, subject to the simultaneous completion of construction by the Promoter and Builders as provided in herein above. ("Payment Plan").

c) . If the Promoter and Builders fails to abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/Allottee/ s, the Promoter and Builders agrees to pay to the Purchaser/Allottee/s, who does not intend to withdraw from the project, interest as specified in herein above, on all the amounts paid by the Purchaser/Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/Allottee/s agrees to pay to the Promoter and Builders, interest as specified herein above, on all the delayed payment, which become due and payable by the Purchaser/Allottee/s to the Promoter and Builders under the terms of this article of agreement from the date the said amount is payable by the Purchaser/Allottee/s to the Promoter and Builders;

d) Without prejudice to the right of Promoter and Builders to charge interest in terms of sub clause herein above, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the Promoter and Builders under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee/s committing three defaults of payment of installments, the Promoter and Builders shall at his own option, may terminate this Article of Agreement;

11. The flat Purchaser/Allottee/s do hereby doth covenant with the Promoter & Builders as follows: -

a. To maintain the flat premises at his/her/their own cost in good and tenable repair and condition from the date of possession of the flat premises and shall not do or suffer to

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be done anything in or to the building/s in which the flat premises is situated, staircase or any passages which may be against the rules, regulations or by - laws of the AMRAVATI MUNCIPAL CORPORATION / Competent Authority or change/ alter or make addition on or to the building in which the flat is situated and the flat itself or any part thereof;

b. Not to store in the flat premises any goods, which is/are of hazardous or dangerous nature or is/are so heavy as to damage the construction or structure of the building, in which the flat premises is situated or storing of which goods is objected local or other authority and shall not carry or cause to be carried heavy package whose upper floors, which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat premises is situated including entrance of the building in which the flat premises is situated and in case any damage is caused to the building in which the flat premises is situated or the flat premises on account of negligence or default of the Purchaser/Allottee/s in his/ her/ their behalf, the flat Purchaser/Allottee/s shall be liable for the consequence of the breach;

c. To carry at his/her/their own cost all internal repairs to the said flat premises and maintain the flat premises in the good and tenable condition and order in which it was delivered by the Promoter and Builders and shall not do or suffer to be done anything in or to the building/s in which the flat premises is situated or the flat premises which may be given by the rules and regulations and bye-laws of the concerned local authorities or other public authority and in the event of the flat premises Purchaser/Allottee/s committing any act in contravention of the above provisions, the flat premises Purchaser/Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority;

d. Not to demolish or cause to be demolished the flat premises or any part thereof nor any alternation in the elevation and outside color scheme of the building/s nor at any time make or cause to be made any addition or a alteration of whatever nature in the building/s, which the flat premises is situated and shall keep the portion, sewers, drains, pipes in the flat premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support shelter and protect the other part of the building/s in which the flat premises is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or FCC parodies or other structural members in the flat premises, without the prior written permission of the Promoter and Builders and or the Flat premises or part thereof;

e. Not to do or permit to be done any act or thing, which may render void or avoidable any insurance of the said land and building/s in which the flat premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;

f. Not to throw rubbish, rags, garbage or to be throw from the said flat premises in the compound or any portion of the said land and the building/s in which the flat premises is situated;

g. The Purchaser/Allottee/s is/are aware that, water is available through natural resources and which is made available to the citizen by the concerned local authority. There is a shortage / shortfall for providing the water and due to restriction, local authority AND WHEREAS, while sanctioning the said building plan/s, the AMRAVATI MUNCIPAL CORPORATION /Competent Authority/) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance, the Promoter and Builders shall help the Flat Purchaser/Allottee/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs there to shall be borne by the Purchaser/Allottee/s and their organization/ Co-Operative Housing Society/ Apartment Condominium or Limited Company or Property Management Company and Promoter and Builders shall not be liable to bear the costs thereof. In this respect the role of the Promoter and Builders shall be of extending required help and making adequate arrangements at the cost of Purchaser/Allottee/s;

h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the AND WHEREAS, while sanctioning the said building plan/s, the AMRAVATI MUNICIPAL CORPORATION /Competent Authority/Competent Authority or/and Government or public authorities on account of change of user of the flat by the flat Purchaser/Allottee/s;

i. The flat Purchaser/Allottee/s shall not let, sub-let, transfer, assigns any part with the third party or benefit factor of this agreement or part with the possession of the flat

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premises until all the dues payable by the flat Purchaser/Allottee/s to the promoter and Builders under this article of agreement is/are fully paid up and till the formation and registration of the Apartment of Association and /or Co-operative Housing Society and or Ltd. Company as the case may be;

j. The flat Purchaser/Allottee/s shall observe and perform all the rules and regulation which the proposed Apartment of Association or Co- operative Housing Society or Limited Company, as the case may be, may adopt at its conception and the additions, alterations, or amendments thereof that may be made for time to time for protection and maintenance of the said building/s and the flat premises therein and for observance and performance of the building/s rules and regulations, bye-laws for the time being of the Competent Authority or concerned local authorities and Government and other public bodies. The flat Purchaser/Allottee/s shall also observe and perform all the stipulation and conditions let down by the proposed co-operative housing society or apartment of association or ltd., company, as the case may be, regarding the occupation and use of the flat premises, in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms of this article of agreement;

k. . Till final structural conveyance of building/s in which flat premises is/are situated is executed the flat Purchaser/Allottee/s shall permit the Promoter and Builders, Surveyors and Agent/s with or without workmen and others, at all reasonable times to part into and upon the said land and building/s and any part thereof to view and examine the state and condition thereof;

l. That nothing herein contained shall construed as entitling the flat Purchaser/Allottee/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout, unless specifically agreed and consideration dispensed by the Purchaser/Allottee/s to the Promoter and Builders in this regards;

12. The Promoter and Builders shall execute the sale deed and give possession of the said flat premises to the Purchaser/Allottee/s on or before 31/03/2022 and if, the Promoter and Builders fails or neglects to execute sale deed and give possession of **the flat premises to the Purchaser/Allottee/s on account of,** the reasons beyond **his/her/their control and of his/her/their agents by the aforesaid date, then the Promoter** and Builders shall be liable on demand to refund to the Purchaser/Allottee/s the amounts already received by him/ her /them in respect of the said flat premises, with interest at the same rate as may mentioned in herein above, from the date the Promoter and Builders received the sum till the date the amounts and interest thereon is repaid;

Provided that, the Promoter and Builders shall be entitled to reasonable extension of time for giving delivery of flat premises on the aforesaid date, if the completion of building in which the flat premises is to be situated, is delayed on account of: -

i. War, Civil Commotion or act of God, heavily changes in any rules, regulations, bye-laws of various statutory bodies and authorizes from time to time affecting the development and project; ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court; iii. Non-availability of steel, cement, other building materials, water, electric supply or labour; iv. Delay in grant of NOC/permission/license connection/installation and any services such as lifts, electricity and water connections and meters to the scheme/flat, road NOC or Completion Certificate from appropriate authority. iv. Delay or default in payment of dues, expenses, charges, consideration by the Purchaser/Allottee/s under these presents; v. Pendency of any litigation or order of the Court; vi. Any act beyond control of the Promoter & Builders; vii. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate

13. **Procedure for taking possession of the said flat premises;-**

i. The Promoter and Builders, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/Allottee/s as per the article of agreement shall offer in writing the possession of the flat premises, to the Purchaser/Allottee/s in terms of this article of agreement to be taken within 07 days from the date of issue of such notice and the Promoter and Builders shall give possession of the flat premises to the Purchaser/Allottee/s. The Promoter and Builders agrees and undertakes to indemnify the Purchaser/ Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentations on part of the Promoter and Builders;

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ii. Failure of Purchaser/Allottee/s to take Possession of Flat Premises:- upon receiving a written intimation from the Promoter and Builders as per above, the Purchaser/Allottee/s shall take possession of the flat premises from the Promoter and Builders, by paying the balance amount and other payable amount and by executing necessary indemnities, undertakings and such other documentation as prescribed in this article of agreement, and the Promoter and Builders shall give possession of the flat premises to the Purchaser/Allottee/s;

In case the Purchaser/Allottee/s fails to take possession within the time provided as above, such Purchaser/Allottee/s shall continue to be liable to pay maintenance charges as applicable;

14. The Purchaser/Allottee/s shall use the said flat premises or any part thereof only for .the residential purposes, which has been permitted under this agreement and as per the existing rules and regulations of the AND WHEREAS, while sanctioning the said building plan/s, the AMRAVATI MUNICIPAL CORPORATION /Competent Authority/Competent Authority;

15. The Purchaser/Allottee/s has by this document given irrevocable consent to the Promoter and builders herein in respect of to take all benefit as granted by the competent authority till, the handing over possession of the said land with building to the proposed co-operative housing society or apartment of association or limited company as the case may be and the final conveyance of the said land with building in favour of the proposed co-operative housing society or apartment of association or limited company as the case may be and the party of the first part has right and authority to construct additional construction by purchasing FSI/TDR/ DRC of other property, as granted by the competent authority in and upon the said landed property, subject to the provisions of Maharashtra Apartment Ownership Act 1970. The flat Purchaser/Allottee shall have no objection for the said new allotted to be admitted as members of the Association;

16. The Promoter and Builders at its discretion shall be entitled and liberty to amalgamate the said landed property in the adjoining landed properties and & carry out the ownership scheme & in and upon the said joint/common properties and for the same, the party of the first part has right to change/ prepare the layout and or location of the building/s & open spaces (if any) & internal road/s, (if any) & get them sanction from proper authorities & to do all such other acts, as may be required by the Promoter and Builders, subject to the provisions of the MOF Act, 1963 and/or any substituted Acts/Rules/ Regulations in respect of the said project and the Rules and Regulations made from time to time there under;

17. The Promoter & Builders is entitle to use the unutilized and/or additional built up area /FSI/TDR in the present landed property, by floating the same and/or in the same landed property as & when, the same is permitted, either by way of construction of new building/s or extension of the building/s, which is/are presently permitted. The Purchaser/Allottee/s has/have hereby given his irrevocable consent therefor & the Promoter and Builders shall be entitled to revise the plans, get the sanction from the competent authority and construct the additional units/flat premises, permitted by the competent authority & to allot/ sell them to various person/s;

18. The flat Purchaser/Allottee/s has/have hereby given his irrevocable consent there for and the Promoter and Builders shall be entitled to revise the building plan/s, get the same sanction and approved from competent authority, construct the additional flats premises/units permitted by competent authority and to allot/sell them to various person/s. The flat premises/unit - Purchaser/Allottee/s shall have no objection for the said new allottee, to be admitted as member/s of the said proposed co-operative housing society and or apartment of association and or ltd., company, as the case may be;

19. Notwithstanding anything contained in this agreement, to the contrary the Promoter and Builders shall be entitled to utilize any balance and/or additional FSI and/or TDR of any open space and/or on terrace above the building/s, either prior to or after completion of building/s & even after conveyance of the said landed property and construction thereon and the Promoter and Builders shall also be entitled to transfer or assign the same to any other person/s;

20. The party of the Promoter shall have full and exclusive right to deal with, dispose off or allot the parking space to any manner, to the flats/units Purchaser/Allottee/s on the terms and conditions as the party of the Promoter think fit and proper;

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21. The party of the first part /Land Owner/ Promoter/ Builder shall have absolute authority and control as regards to the unsold premises and in such event, the party of the Promoter shall not be liable to pay any maintenance of said portion.

22. The Purchaser/Allottee/s herein assures that the present construction project contains two wing/building/s and it will take sufficient time to complete the same and therefore, the party of the Promoter will provide the common amenities and facilities, after completion of the construction work of the said project and the Purchaser/Allottee/s has/have accepted the same and he/she/ they will have no complaint about the same;

23. In case of any dispute regarding interpretation of any of the terms of this deed/ article of agreement or any aspect of the transaction including quality of construction work, defective service by the Promoter and Builders, delay in construction work and/ or sale deed, alteration in the plan, parking arrangement, grant of exclusive uses etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the promoter whose decision shall be final and binding on both the parties;

24. The Purchaser/Allottee/s shall have to obtain the prior permission from the party of the Promoter before formation and or registration of the co-operative housing society / apartment of association or limited company of the units holder of the said project for transfer the said flat premises or unit therein and after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder of the said project, the Purchaser/Allottee shall obtain the prior permission of the said co-operative housing society/apartment of association or limited company;

25. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter and Builders herein has decided to have the name of the project " **MHASALA PROJECT** " and further erect or affix Promoter's name board at suitable places as decided by the Promoter and Builders herein on a building/s and at the entrances of the scheme. The flat Purchaser/Allottee/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this article of agreement;

26. It is also understood and agreed by and between the parties that, the terrace space adjacent to the flat premises shall exclusively belongs to the respective Purchaser/Allottee/s of the respective flat premises and such terrace shall not be enclosed by the Purchaser/Allottee/s and same shall be kept in open;

27. This agreement shall always be subject to The Maharashtra Ownership Flat Act 1963 and or The Maharashtra Apartment Ownership Act 1970, and Contract Act 1872 rules made there under from time to time;

28. All expenses of stamp duty, registration charges, including attorney/s cost and all incidental charges pertaining to present article of agreement and final conveyance to be borne by Purchaser/Allottee/s only;

29. The consideration of said flat as agreed Rs ---------- by and between the parties herein and said flat premises as per Govt. ready recknor is valued at Rs. _____ /- and the land owner, promoter and builders have paid herewith necessary stamp duty as per sec. 25(d) the Bombay Stamp Act 1958 ;

SCHEDULE 'A'

(DESCRIPTION OF THE LANDED PROPERTYREFERRED TO ABOVE)

The Layout Plot bearing No. 1.2.3.4.5.6.7.8.9.10.11.12.13.14.15 and 16, out of Field Survey no. 22 PART, situated at Mauje MHASALA Pragane Badnera , Tq and Dist. Amravati total area of Plot no 1 to 16 admeasuring 2902.50 sq. mtr. Having common boundaries -

East : OTHER LAYOUT
West : ROAD
North : Road
South : PLOT NO. 17

(Hereinafter referred as the **"SAID PROPERTY"**).

Above said landed property along with all right, title and interest attached thereto and all other supplementary, ancillary and incidental rights and rights to assists for ingress and egress from and unto said land/property.

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SCHEDULE "B"

(DESCRIPTION OF THE FLAT PROPERTY REFREED ABOVE)

All that consisting of **FLAT** bearing No. Building- ___ Upper / Ground Floor **04-** admeasuring about ---------- **Sq. Fts., built up,** on ---------- Floor, along with **proportionate undivided share** in the said land and in common areas and facilities, in the building known as **"MHASALA Project"** constructed on land bearing Plot No. 1 to 16, admeasuring 2902.50 sq. mtr, out of S. No. 22 PART, limits of situated at Amravati Municipal Corporation Taluka- Amravati, and Dist- Amravati within the which is within the Jurisdiction of Sub- Registrar of Amravati, Taluka- Amaravati, Dist-Amravati
(Hereinafter referred to as the "**SAID FLAT**").

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURE ON THE DAY AND YEAR HEREIN ABOVE MENTIONED.
SIGNED & DELIVERED by the within named

First Part : The Commissioner Amravati Municipal Corporation Amravati through its authoritze officer Shri..... PROMOTER

Photo	Thumb impression	Signature

Second Part (Purchaser) Ganesh Madhukar Gawai

Photo	Thumb impression	Signature

IN THE PRESENCE
Witnessess:

1.....

2.....

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