Draft

Shree Shardul Nest

(On Letter Head of Promoter)

To,

Customer Name :-

Address :-

Contact no./ Email Id

Dear Sir,Madam

Building : Shree Shardul Nest

Flat no.

Carpet Area _____ sq ft. (Excluding Service slab Area) **Agreement value:_____ /-**

1. We Confirm having allotted to you above mentioned flat with_____ dependable stack car parking facility for the total consideration of Rs_____ /- (Rupees only) the payment schedule of the above will be as follows.

Sr. No	SCHEDULE	PERCENTAGE	AMOUNT
	BOOKING	10%	
	Allotment / Agreement		
	PLINTH	17%	
	At the Time of 1St . SLAB	7%	
	At the Time of 2nd . SLAB	7%	
	At the Time of 3rd . SLAB	7%	
	At the Time of 4th . SLAB	7%	
	At the Time of 5th . SLAB	7%	
	At the Time of 6th . SLAB	7%	
	At the Time of 7th . SLAB	7%	
	At the time of Brickwork	7%	
	At the time of Plumbing	7%	
	At the time of Painting	7%	
	At the Time of POSSESSION	3%	
	TOTAL	**100%**	

Kindly make the TDS payment @ 1 % of agreement value Rs_____ of Rs_____/- (Rupees only) and provides us the copy of TDS challan &Certificate from no. 16B

The balance payment of 99% agreement value i.e RS_____/- (Rupees only) should be paid to us.

2. The payment of each installment is essence of this allotment latter .Please more that if you fall or neglect to pay any installment you shall be able to pay interest @ (As per SBI PLR+2 %) per annum for the period of default .
3. You shall procure a pay order / Demand Draft in favor of " STATE BANK OF INDIA A/c
4. Other Charge are as below:-

Charge Name	
Share money and society formation charges	
Advance maintenance charge	
Legal charge	
MSEB, Water connection & Substation charge	

5. **All Tax as applicable is payble on consideration value as per government policy .**
6. In case you fail or neglect to company with any of the condition mentioned here above then this allotment of the above flat shall automatically stand cancelled.

Thanking you,

For SHARDUL ASSOCIATES

Authorized Signatory

Annexure 'A'

Agreement

to be entered into between **Promoter and Allottee(s)**

[See rule 10(1) of The Mah. Real Estate

(Regulation & Development) Rules 2017]

This Agreement made at **Amravati** on this.....day of.....2017 between **M/s. Shardul Associates** (PAN-ABZDFS8243B)**,** a partnership firm through its Managing Director Shrikant Ramkrihna Dharmale, age about:-40yrs, Occ.:- Business, R/o. Arjun Nagar, Amravati Tq.& Dist. Amravati- 444603, hereinafter referred to as "the **Promoter" (**which expression shall unless repugnant to context or meaning thereof be deemed to include its successors, assigns and administrators) of the ***One Part*** and ……r/o.....hereinafter referred to as "the **Allottee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, legal representatives, executors of the ***Other Part.***

A) WHEREAS the Promoter owns and possesses to the property which particularly denotes as project land and described as follows :-

All that piece and parcel of land i.e. layout converted **Plot No.22, & Plot No.23** admeasuring total area of 557.4sq.mtr.(6000sq.ft.) out of which each plot admeasuring of 278.70sq.mtr. and those par part of layout which come into existence as per order dtd.25.05.1984 passed in Rev.Case No. NAP-34/TRahatgaon-122/1983-84 in respect of land from F.S.Nos.162/1, 163/2 at

Mouje-Rahatgaon Pragane-Nandgaon Peth situated at Arjun Nagar Amravati within limits of Municipal Corporation, Amravati and jurisdiction of Joint Sub Registrar, Amravati City and said plots commonly bounded as:-

Towards East	:	Plot No.21
Towards West	:	Plot No.24
Towards North	:	40’ Road
Towards South	:	7’ Service Lane

AND

It is specified that, there is neither existence of mortgage, charge of loan, impediment nor issue of any tenancy rights, illegal encroachment, permission of govt. authorities in respect of said properties for adversely affecting title of Promoter over it.

B) AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on project land in accordance with recitals hereinabove;.

C) AND WHEREAS the Vendor/Promoter is in possession of project land

D) AND WHEREAS the Promoter has proposed to construct on the project land the building namely “**SHREE SHARDUL NEST**” containing of total 32units out of which 16residential flat units and 16shops/commercial units having one Wing building consisting of Basement Stilt floor, lower & upper ground floor upto 4th floors including of First, Second, Third, Fourth along with common cover parking portions on basement stilt floor of building. The Parking at Basement of building is common to use for unit owner/occupier whereas the parking slot at lower ground portion of building is saleable. The detail description about number, size,

undivided shares regarding of these all units in said building have been contemplated by Promoter in Deed of Declaration which is duly regd. at sr.no.957 dtd.17.04.2017 with S.R.O.Amt.

It is clear that the terrace of building shall always continue to be owned and possessed by Promoter, The Promoter shall be entitled to allow anybody else to install or erect the towers of cellular phones on said terrace of building and entitled to receive rent, remuneration, consideration, deposit, premium as the case may be from said cellular company/operator and no owner/occupier of any unit of building 'Shree Shardul Nest' shall be entitled to raise any objection, complaint whatsoever for installation and erection of the lower or its equipment etc.

E) AND WHEREAS the Promoter has entered into standard Agreement with Architect registered with Council of Architects and such Agreement is as per Agreement prescribed by Council of Architects.

F) AND WHEREAS the Promoter has registered the Project under the provisions of Act with Real Estate Regulatory Authority at_____ no_____authenticated copy is attached in Annexure 'F';

G) AND WHEREAS the Promoter has appointed a structural Engineer for 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.

H) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land

as well as said unit and the plans, designs and specifications prepared by the Promoter's **M/s. Shardul Associates,** through Managing Director Shrikant Ramkrihna Dharmale and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

I) AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of Promoter, authenticated copies of Property card or extract of Village Forms VI and II, VII and XII or any other relevant revenue record showing the nature of the title of 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.

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

K) AND WHEREAS the authenticated copies of plans as sanctioned and approved by A.D.T.P.M.C.Amravati vide building permit No.1052 dtd.15.09. 2016 and specifications of Apartment agreed to be purchased by the Allottee, have been annexed and marked as Annexure D.

L) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to plans, the specifications, elevations, sections and of said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of said Building.

M) 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 project land and said building and upon due observance and performance of which only the completion or occupancy certificate in respect of said building/s shall be granted by the concerned local authority.

N) AND WHEREAS the Promoter has in view of building permits dtd.15.09.2016 accordingly commenced construction of said building in accordance with the said proposed plans.

O) AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No..... on…….....floor situated in building “Shree Shardul Nest” being constructed upon the said Project land,

P) AND WHEREAS the carpet area of said Apartment is _____ 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.

Q) AND WHEREAS, the Parties relying on the confirmations, represe-ntations 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;

R) AND WHEREAS, prior to the execution of these presents the Allottee has paid to Promoter a sum of Rs...../-(Rupees …….....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

S) AND WHEREAS, the Promoter has registered the Project under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 with Real Estate Regulatory Authority at_____ no._____;

T) AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the **Apartment** No._____ and the garage/covered parking (if applicable).

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT ISHEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s “Shree Shardul Nest” containing of Basement stilt as well as lower & upper ground floor and total 03upper floors on project land in accordance with 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 of Allottee in respect of variations or modifications which may adversely affect the Apartment of Allottee except any alteration or addition required by any Govt. authorities or due to change in law.

1a) **CONSIDERATION :-** (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... having carpet area admeasuring .....sq.mtr. on ..... floor in building Shree Shardul Nest (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for consideration 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 areas and facilities which are more particularly described in Second Schedule annexed herewith. (the price of Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the apartment is Rs._____/-.

1(c) <u>PAYMENT SCHEDULE</u> :- The Allottee has paid on or before execution of this agreement a sum of Rs._____(Rupees _____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in following manner :-

i. At the time or On Completion of Plint work -- 17%
ii. At the time or On Completion of First Slab -- 7%
iii. At the time or On Completion of Second Slab -- 7%
iv. At the time or On Completion of Third Slab -- 7%
v. At the time or On Completion of Fourth Slab -- 7%
vi. At the time or On Completion of Fifth Slab -- 7%
vii. At the time or On Completion of Sixth Slab -- 7%
viii. At the time or On Completion of Seventh Slab -- 7%
ix. At the time or On Completion of Brickwork -- 7%
x. At the time or On Completion of Plumbing work -- 7%
xi. At the time or On Completion of Painting work -- 7%
xii. Final balance at the time of Possession -- 3%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of V.A.T., Service Tax, Goods and Service Tax (G.S.T.) and Cess or any other applicable taxes, by whatso ever name called, which may be levied by the local authorities, State Govt., Central Govt. or any other concerned authorities in connection with the construction of and carrying out the Project payable by Promoter or levied in respect of the present transaction) upto the date of handing over the possession of the Apartment and/or otherwise and the same will be paid by the Allottee from time to time,

alongwith each installment as and when raised by the Promoter or as and when become payable.

1(e) The Total 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by competent authorities etc., the Promoter shall enclose 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 may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been pre pond. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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 any 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 this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if 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 payments in any manner.

2.1. 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project of building “Shree Shardul Nest” on or before 31.07.2020 and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under Agreement subject to the simultaneous completion of construction by Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 919sq.mts. only which including of land of

plots alongwith T.D.R. and the Promoter has planned to utilize Floor Space Index of 2 by availing of TDR or FSI available on payment 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 modify-cation to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and upon understanding that declared proposed FSI shall belong to Promoter only.

4.1. If the Promoter fails to abide by time schedule for completing the project and handing over the Apartment 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, for every month of delay, till the handing over of the possession. The Allottee 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 to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default or delay in payment of the installments on the due dates, the Allottee shall be bound and liable to the interest as per the ‘Sate Bank of India, highest marginal cost of lending rate + 2% per annum or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payments under this Agreement (including his/her proportionate share of taxes levied by

concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by Allottee, 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. If the Allottee 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of July 2020 in view of execution of register conveyance deed or the other form as per provisions of this Act. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond

his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in clause 4.1 herein above from date, the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Promoter. The Allottee agree(s) to pay maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3. **Failure of Allottee to take Possession of Apartment:**

Upon receiving a written intimation from Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documenta-tion as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee 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, the Allottee 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for

becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to Promoter within seven days of the same being forwarded by Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or Registrar of Companies, as the case may be, or any other Competent Authority.

9.1. The Promoter shall, within three months of registration of the Society or Association 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 owners in said structure of Building or wing in which said Apartment is situated.

9.2. The Promoter shall, within three months of registration of the Federation/apex body of Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor /Lessor / Original Owner /Promoter and/ or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of project land and Building/s namely local taxes, betterment charges or such other levies by 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 land and building/s. Until the Society or Limited Company is formed and

the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by Allottee to the Promoter shall not carry any interest and remain with Promoter until a conveyance/ assignment of lease of structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited the amount of Rs._____**/-** with the Promoter as building maintenance charges, for the period of 60months from the date of completion of building. In addition with said charges, the Allottee shall keep deposited the amount of Rs._____/- for formation and registration of the Society or Limited Company/Federation/Apex body. Apart from it the Allotttee shall keep deposited with Promoter the amount of Rs._____/- for electrical receiving and Sub Station provided in plot of land as well as water, other utility and service connection charges

11. The Allottee shall pay to the Promoter a sum of Rs.____/- for meeting all legal costs, charges and expenses, including professional costs of Attorney-at-Law/ Advocates of Promoter in connection with formation of said Society, or Limited Company or Apex Body or Federation and for preparing its rules,

regulations and bye-laws and cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the Apartment in building “Shree Shardul Nest”, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the said apartment in the building. At the time of registration of conveyance of the apartment, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to Allottee as follows:

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

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of Project and shall obtain requisite approvals from time to time to complete the development of project

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in title report;

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notify-cation (including any notice for acquisition or requisition of said property) has been received or served upon the Promoter in respect of the project land and/or Project except those disclosed in title report.

14. The Allottee/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's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to building in which the Apartment is situated or 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to 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 elevation and outside colour scheme of the building in which the Apartment is situated and shall keep portion, sewers, drains and pipes in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without prior written permission of the Promoter and/or the Society or Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoter within fifteen 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 Apartment is situated.

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and Apartments therein and for the 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 shall also observe and perform all the stipulations and conditions laid down by Society/Limited Company/Apex Body/Federation regarding occupancy and use

of Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part

thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

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

will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. 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 signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by 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 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 all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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.

20. RIGHT TO AMEND

This Agreement may only be amend through written consent of Parties.

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

It is clearly understood and so agreed by and between the Parties hereto that all provisions contained herein and obligations arising hereunder in respect of Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and

the remaining provisions of this Agreement shall remain valid and enforceable as applicable at time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by Promoter through its authorized signatory at Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee 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 Promoter will attend such office and admit execution thereof.

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

_____ Name of Allotee

_____ (Allotee's Address)

Notified Email ID : _____

M/s. Shardul Associates, *through managing director*

Shrikant Ramkrushna Dharmale ***(Promoter)***

At Arjun Nagar, Amravati (Promoter Address)

Notified Email ID : …….

It shall be the duty of the Allotee 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 communication and letters period at he above address shall be deemed to have received by the promoter or the Allotee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communication shall be sent by the Promoter to the Allottee whose name appears firs and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration : The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to _____Authority as per provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW :

That right & obligation of parties under or arise out of this Agreement shall be construed & enforced in accordance with laws of India for time being in force & courts will have jurisdiction for this Agreement.

In the witness whereof parties hereinabove named have set their respective hands and signed this Agreement for sale at ***Amravati*** *in presence of attesting witness signing as such on day first above written.*

First Schedule Above Referred to

Description of the freehold / leasehold land and all other details

A …… premises from **'Shree Shardul Nest'** constructed on layout Plot Nos.22 & 23 admeasuring total area of 557.4sq.mtr. out of F.S no.162/1 & 163/2 at mouje- Rahatgaon which bearing Apartment **No……..** situated at ……admeasuring Carpet/Built up area of ……..which comprising of ……Hall, ……..Bedroom, …… Bathroom, ……..Kitchen, utility area and bounded as under :-

To the East : To the West :

To the North : To the South :

Second Schedule Above Referred to

Here set out nature, extent and description of common areas and facilities.

A flat/shop premises bearing Apartment **No……..** situated at …… of 'Shree Shardul Nest' having interest of …...% in land of the plot as well as common area and facilities existed in building along with right over cover parking portion subject to number/area allotted to the said owner.

Signed and Delivered by the within named

Promoter :- M/s. Shardul Associates

Through **Shrikant Ramkrishna Dharmale**

Please affix photograph and

_____

Signature

In the presence of Witnesses :-

1) Name _____Signature_____

2) Name _____ Signature _____

Signed and Delivered by the within named

Allottee :- ……..

_____

Signature

Please affix photograph and sign across the

In the presence of Witnesses :-

1) Name _____Signature_____

2) Name _____ Signature _____