

ALLOTMENT LETTER

Dated :

To,.....

Dear Sir/Madam,

**Re: Allotment of flat no. _____ on the _____ floor, in the building named/No. as
("Flat"), in the project " Lotus Green",**

We refer to your Application Form dated _____ ("Application Form") and are pleased to inform you that we have allotted you the Apartment/Flat subject to the following terms and conditions:

- (1) All definitions, terms and conditions set out in your Application Form, including payment schedule and all Annexures annexed thereto shall be deemed to have been reproduced hereunder and binding on you.
- (2) The Sale Consideration payable for the Apartment/Flat is Rs./- (Rupeesonly) as set out in the Application Form.
- (3) We acknowledge the receipt of the.....% being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the Application Form, time being the essence of this transaction.
- (4) Please note that terms of the allotment of the Apartment/Flat are binding on you from the date hereof. Further, you shall execute/sign and submit to us the duplicate copy of the duly signed Allotment Letter within (.....) days of the date hereof. You are required to send us the duly signed Allotment letter within the timelines mentioned herein but in any case, it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.
- (5) Please note that you shall pay the requisite stamp duty and registration charges and register the Agreement for Sale within (.....) days from the date hereof, failing which, we are entitled to charge Interest as mutually agreed under the terms of the Application Form. Without prejudice to our right to charge Interest, in the event you fail to come forward for registration of the Agreement for Sale or pay the stamp duty as required, within the timelines stipulated above, we at our sole discretion reserve our right to cancel this Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- (6) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favor. A draft of Agreement for Sale has been uploaded on MahaRERA portal for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,

Yours sincerely,

For Kothari Construction Company, Akola

Authorized signatory

AGREEMENT TO SELL

**FOR RS.....ONLY
Valuation As Per Ready Reckoner
RS.....ONLY**

THIS AGREEMENT TO SELL is made and executed at AKOLA on this Day.....of, 202.....

BETWEEN :

**M/s KOTHARI CONSTRUCTION COMPANY, through its proprietor,
Shri .PANKAJ s/o. RAMESHCHANDRA KOTHARI,
Aged about 51 years, Occupation: Business,
At .A103, Rami Heritage, opp Old RTO Office, Akola.
PAN : ACAPK4090L Adhar No: 976153845071.**

(hereinafter called the “**PROMOTER**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**PROMOTER**” as well as its partners, their legal heirs, executors, administrators, representatives, assignees etc. of the **FIRST PART.**)

AND

**MRS./SMT./SHRI.....,
Age..... Years, Occupation:.....
Income Tax PAN:....., Aadhar No.....
Resident of.....**

(hereinafter called the “**ALLOTTEE**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**ALLOTTEE**”, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**)

WHEREAS, the Promoter is the absolute and lawful owner of Plot admeasuring , bearing from Field Survey no. **17/1/A of Mouje Akoli Bk., Tq. & Dist. Akola**, more fully described in Schedule A hereunder, hereinafter referred to as "Said Plot", as purchased vide sale deed bearing doct. sr. no. **4587-2020 dt. 09/12/2020** .registered at the office of the Sub-Registrar ;

WHEREAS, the Promoter does hereby state and declare that there are no impediments attached to the said Project Land. There are no any tenants or illegal encroachment on the said Project Land and the Promoter has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS the Promoter is in possession of the project land.

WHEREAS, the Promoter has proposed to construct on the project land a multi-storeyed building to be named as **“LOTUS GREEN”** consisting of 6 (six) buildings, of which 2 buildings are comprising of ground floor + seven upper floors and 4 buildings are comprising of ground floor plus six upper floors, along with Common Areas and Facilities of the Project as enlisted in Annexure____. Further, ground floor of Building C1 and Building C2 consists of commercial/retail/shop use. The Retail Component shall be accessible to the public at large.

WHEREAS, the Promoter has also got the building plan sanctioned duly sanctioned and approved by Assistant Director, Town Planning, Akola Municipal Corporation vide **Building Permit No. 87493-2021 issued on dated 29/11/2021.**

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

WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at..... no ; ***authenticated copy is attached in Annexure ‘F’;***

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

WHEREAS, the Promoter has sole and exclusive right to sell the Apartments/Shops in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the prospective Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

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 and the plans, designs and specifications prepared by its Architects Ar Kamlesh Kriplani 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. The Allottee has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Promoter and satisfied herself/himself/themselves about the title of the Promoter to the said Property and/or right of the Promoter to sell the same on ownership basis. The Allottee hereby confirms that the Promoter has produced for inspection to the Allottee, all information and documents and has made full and true disclosure as demanded by the Allottee and the Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Promoter .

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promoter , authenticated copies of Property card showing the nature of the title of the Promoter to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked **as Annexure 'A' and 'B', respectively;**

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked **as Annexure C-1;**

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2;**

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Allottee have been annexed and marked as **Annexure-D;**

WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the approvals from Competent Authorities from time to time, including but not limited to Building Completion Certificate or Occupancy Certificate of the said Building;

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

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

WHEREAS, the Allottee has applied to the Promoter for purchase of Apartment No.....onFloor in Wingsituated in the Building No.being constructed in theof the said Project;

WHEREAS, the carpet area of the said Apartment is.....square meters; Open / Enclosed Balcony area is.....square meters; Terrace area 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; and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the Flat for exclusive use of the Allottee/s or verandah area

and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s and other areas appurtenant to the Flat for exclusive use of the Allottee/s.

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Allottee has paid to the 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;

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

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 said Apartment.

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

1. THE Promoter shall construct the said six building/s of mentioned consisting six buildings , of Which 4 building compare ground + 6 upper floor and 2 buildings comprising of ground + 7 upper floors on the project land in accordance with the plans, design 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 the Allottee in respect of variations or modifications, which may adversely affect the Apartment of the Allottee, except any alteration or addition required by any Government Authorities or due to change in law.

1. a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No.....of the type having carpet area admeasuring.....Sq. Metres on..... Floor in the Building/Wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs...../- (RupeesOnly) Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is Rs...../-.

1.b The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Flat to be provided by the Promoter in the Building(s) and the Flat as are set out in Annexure ' ', annexed hereto or its equivalent thereof. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

1.c The Allottee has paid on or before execution of this Agreement a sum of Rs./- (RupeesOnly) (not exceeding 10% of the total consideration) as advance payment or Application Fee and hereby agrees to pay to the Promoter the balance amount of Rs...../- (Rupees.....Only) in the following manner:-

SCHEDULE – “E”

i) Rs..... /-(In Words.....) Only
(not exceeding 30% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of execution of this Agreement.

ii) Rs..... /-(In Words.....) Only
(not exceeding 45% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs..... /-(In Words.....) Only
 (not exceeding 70% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Rs..... /-(In Words.....) Only
 (not exceeding 75% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs..... /-(In Words.....) Only
 (not exceeding 80% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs..... /-(In Words.....) Only
 (not exceeding 85% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

ii) Rs..... /-(In Words.....) Only
 (not exceeding 95% of the total consideration) agreed to be paid by the Allottee to the Promoter within days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii) Rs..... /-(In Words.....) Only
 Only agreed to be paid by the Allottee to the Promoter against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

 Total Rs..... /-(In Words.....) Only

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing. The Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

1.d The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

1.e The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable, etc. simultaneously with the payment of each installment.

1.f 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 the competent authorities etc., the Promoter shall enclose the said Notification / Order / Rules / 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.g THAT the Promoter shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Allottee shall be void and shall not be binding upon the Promoter .
- 1.h All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- 1.i Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 1.j Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Flat and the Car Park(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter /Owner. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter /Owner.

1.k The Promoter may allow, in its sole discretion offer a rebate to the Allottee/s in case the Allottee desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Promoter /Owner, shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Promoter may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

1.l THAT, the Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Allottee after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Allottee that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Allottee that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Allottee that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Allottee for such variations. 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 beyond the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (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.m The Allottee do hereby 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 her/his payments in any manner.

- 2.1 THAT, 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 said Apartment.
- 2.2 THAT, Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project 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, 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 the Agreement subject to the simultaneous completion of construction by the Promoter as provided *in clause 1 (c) herein above. ("Payment Plan")*.
- 3.1 The Promoter declares that FSI available as on date in respect of the Layout Land is square meters only and the Promoter has planned to utilize FSI ofsquare meters on the Phase by utilizing the FSI of the Phase Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- 3.2 Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Phase Land on which it is being constructed in proportion to the total area of the Layout Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Layout Land as it thinks fit and the allottees of the flat(s)/premises/units in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Layout Land.

3.3 The Allottee/s acknowledge(s) that the Promoter alone is entitled to utilize and deal with all the development potential of the Layout Land including the existing, Balance and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Layout Land or elsewhere as may be permitted and in such manner as the Promoter deems fit. Further, the Allottee/s hereby agrees, acknowledge/s and confirm/s that the Promoter at its discretion is entitled to add/amalgamate adjoining land parcels to the Layout Land/Land and shall be solely entitled to utilise the development potential of such additional land.

3.4 The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Promoter shall also be entitled to freely deal with other phases comprised in the Layout Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Promoter may deem fit (ii) the Promoter may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws.

The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the Layout Land.

3.5 The Allottee/s acknowledge(s) that if the Promoter is able to utilise the development potential on the area not under possession of the Promoter out of the Land, then the Promoter shall be entitled to utilize and deal with all the development potential arising there from including the existing and future FSI and /or TDR sanctioned or as may hereafter be sanctioned and shall be entitled to, at its sole discretion, use any or all of such FSI and/or TDR for construction of the Project including Building/Tower(s) and development of facilities and/or amenities on any part of the Phase Land or elsewhere as may be permitted and in such manner as the Promoter deems fit.

3.6 Neither the Allottee/s nor any of the other allottees of the flat(s)/premises/units in the buildings being constructed on the Layout Land (including the Building) nor the association / Apex Body / apex bodies to be formed of allottees of flat(s)/premises/units in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Layout Land. All FSI and/or TDR at any time available in respect of the Layout Land in accordance

with the Layout or any part thereof shall always belong absolutely to the Promoter /Owner, till the time the development of the entire Layout as contemplated by the Promoter is completed by the Promoter and building(s) / Land is conveyed to the association / Apex Body / apex bodies in the manner set out herein below.

3.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Layout shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee/s / association / Apex Body / Apex Bodies. In the event of any additional FSI in respect of the Layout or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and/ or additions to the built up area on the Phase Land as may be permissible.

3.8 The Allottee/s or the association / Apex Body / Apex Bodies of the allottees shall not alter/demolish/construct or redevelop the Building or the Layout Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Layout Land. It is also agreed by the Allottee/s that even after the formation of the association / Apex Body / Apex Bodies, the Promoter /Owner, if permitted by the MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Layout Land and shall thereby continue to retain full right and authority to develop the Layout Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoter who shall be at the liberty to use, dispose of, sell or transfer the same in such manner as the Promoter may deem fit.

4.1 Further, in the event the Promoter is unable to offer possession of the Flat on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee/s, the Promoter shall refund the amounts received from the Allottee/s along with applicable Interest from the

date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the Flat, and the Promoter shall be entitled to deal with the same at its sole discretion.

- 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 in payment on due date of any amount due and payable by the Allottee to the Promoter 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 the 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 and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Promoter within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

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, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments 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 with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before day of 20.... but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Promoter any other reasonable cause and the Allottee agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Promoter . 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 it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided further that the Promoter /Confirming Party shall not deliver the actual physical possession of the said Apartment to the Allottee until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, Cess, Statutory Payments, etc. are paid by the Allottee in full to the Promoter hereto.

Provided however that the Possession/ Delivery Date and possession/ delivery date of the Common Areas and Facilities of the Project shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s (“Extension Event”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/ or other public competent authority / Court; and (c) epidemic/pandemic.

- 7.1 Procedure for taking possession – The Promoter upon obtaining the Completion Certificate or 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 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said 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 the

Promoter . The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottees, as the case may be.

- 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 Apartment is ready for use and occupancy.
- 7.3 THAT the Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter else Allottee shall be treated as a trespasser.
- 7.4 THAT the Promoter does hereby agree with the Allottee that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cess that may be levied and payable at the time of Registration from Allottee, the Promoter will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter .
- 7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Allottee jointly with the other Co-owners thereof. However the Apartment chosen by Allottee in the project shall be owned and possessed by the Allottee exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.
- 7.6 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause (8.1) the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the

time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, to the Promoter or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Allottee.

- 7.7 The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Promoter /Owner, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Flat ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the Common Areas And Facilities of the Project and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- 7.8 THAT the Allottee shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Allottee shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants/ Other personal belongings/ coolers/ shoes stands/racks, etc. in the open passage / lobby.
- 7.9 The Allottee, himself or in cooperation with any other Allottee shall not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration any part thereof , or in or to be building in which said Apartment is situated and not to make any alteration in the elevation and outside color schemes of the building and shall keep the portion , sewers, sludge lines, drains pipes and appearances there in good tenantable repair and condition and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damages or weakening to the columns , beams , walls, slabs, or RCC , pardis or other structural members in the said Allottee only shall be responsible and liable for the consequences thereof. In future if the

Allottee desires to make changes in the internal walls & construction he/ she shall be allowed to make changes as per Sanction Plan only & Purchasers written permission.

7.10 If the Allottee shall desire to fit grills to the balconies and or windows then he/she shall do so from inside only at his /her own cost and only as per the designs and specifications & colour schemes approved by the Purchaser. The Allottee shall not fit any grills, flower pots, etc. from outside the window /wall or carry out any changes in the external elevation of the said building.

7.11 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. It is specifically brought to the notice of the Allottee that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracksshall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly

if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter shall not be liable for make good of the defect.

8.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show- room/shop/godown for carrying on any Residential / industry or business use.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

- 8.2 Subject to, and to the extent permissible under the Relevant Laws, the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use, including as a guest house / corporate flats.
- 8.3 THAT it is understood by the Allottee that the Promoter shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Promoter .
- 9.1 That the Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is executed at the Office of Joint Sub-Registrar, Akola- in Book No. 1 at Sr. No. on datedThus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title.
- 9.2 THAT the Allottee agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.
- 9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Project shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Allottee severally or jointly with any other Apartment Owner or Owners.

- 9.4 The Promoter shall, within () Months from the date of declaration of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Promoter / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.5 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 the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project 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 the Allottee to the Promoter shall not carry any interest and remain with the Promoter until handing over the management of the said Building to the Association of Apartment Owners.
10. It is hereby agreed by the Allottee that the Promoter has the exclusive right of allotment of different covered parking spaces under stilt of building and in marginal open spaces and in between building and open terraces, marginal open spaces adjacent to the ground floor/ stilt floor Apartments or right to develop garden in adjoining open spaces to one or more person/s of their choice and at their discretion, for their use and such persons may not be the owners or holders of any Apartment in the project. The persons to whom such terraces or parking spaces or open spaces are allotted shall be admitted as the members of the society or Association. It is hereby agreed that the areas mentioned in sub Para (A) of the Third schedule shall be the common areas & facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and

facilities and or alienate and dispose of there areas and facilities in such manner as the Promoter thinks fit.

11. Except Parking Space(s) allotted by the Promoter in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all parking space(s) including open parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee/s hereby declares and confirms that except for the Parking Space(s) allotted by the Promoter /Owner, the Allottee/s do/es not require any parking space/s including any right towards open parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Phase/Project/Layout. The Allottee/s further agree(s) and undertake(s) that he/she/it/they shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Promoter / association / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Promoter /the association/Apex Body shall deal with the parking space(s) in the manner Promoter /association / Apex Body deems fit, subject to the Relevant Laws.

12. The Terrace space above the said building. To be constructed by the Promoter shall not be a common area but shall belong exclusively to the Promoter or to the purchasers of the Apartments to whom the same will be allotted by the Promoter as per Promoter 's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said Allottees. The said terrace shall not be enclosed by the said Allottees till the permission in writing is obtained from the concerned local authority and the Promoter s or the society or the association as the case may be. The said right of exclusive use shall be heritable and transferable along with the respective Apartment to which it belongs. The Promoter or his assignees shall have a right to construct Apartments, etc. on the said terrace (which is/are not allowed for exclusive use) towards utilization of FSI of road widening area, FSI of internal roads, TDR or any other FSI etc. on of the said Apartment, the Allottee shall not be entitled to make any completed therefore and all the rights regarding the same shall be deemed to have been waived. It is further agreed between the parties hereto that, after receiving the position of the said Apartment by the Allottee in pursuance of this clause, the Allottee herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein. It is further agreed between the parties here

to that on receipt on Possession of the said Apartment by the Allottee in pursuance of these presents, the Apartments purchaser here in has accepted the said Apartment on as is Where are basic and extinguished his/her/there rights as to raise any objection or complaint under whatsoever head.

13. FACILITY MANAGEMENT COMPANY

- i. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Promoter of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the Layout Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Allottee's proportionate share of the outgoings as provided under Clause-16 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ Apex Body / Apex Bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Promoter to appoint the first Facility Management Company in the Project and post formation of the society / association / Apex Body of the Phase/Project/Layout, as the case may be, the Promoter will novate the facility management agreement ("FM Agreement") in favor of the society / association/ Apex Body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / Apex Body / Apex Bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

- ii. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Promoter /Facility Management Company.
- iii. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter / Facility Management Company, for the purposes of framing rules for management of the Building(s) and use of the Flat by the Allottee/s for ensuring safety and safeguarding the interest of the Promoter /Facility Management Company and other allottees of flat(s)/premises/units in the Building(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter /Facility Management Company and other allottees of flat(s)/premises/units in this regard.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : The Promoter hereby represents and warrants to the 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 and 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 the Project and shall obtain requisite approvals from time to time to complete the development of the 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 the 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 the 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. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- xi. 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 till the date of completion of the said project.
- xii. 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.

15. The Allottee or herself/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. The Allottee hereby specifically agrees with the Promoter that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or prevent or obstruct the Promoter in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
 - iii. 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.
 - iv. To carry out at her/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 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. 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 colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the 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 the prior written permission of the Promoter and/or the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. 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.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. 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.
- ix. 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.

- x. 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.
- xi. The Allottee shall observe and perform all the rules and regulations which the Association of the Apartment Owners 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, 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 building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Promoter shall bear and pay the.....% of regular Maintenance Charges payable for such unsold Apartments.
- 16. 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 maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 17. Nothing contained in this Agreement is intended to be nor shall be construed as a 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 management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

18. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Allottee, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.
19. After the Promoter executes 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 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.
20. REPRESENTATIONS BY THIRD PARTIES: The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
21. TRANSFER: Only after (i) payment of minimum percent of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated , whichever is later, the Allottee/s may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoter /Owner. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter /Owner, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs./- (Rupeesonly) per square meter plus taxes as applicable on the

Total Area of the Flat to the Promoter /Owner. Further, the Promoter reserves the right to allow such transfer at its sole discretion.

22. RETENTION: Subject to, and to the extent permissible under the Relevant Laws, the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use, including as a guest house / corporate flats.
23. 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 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 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.
24. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexure, 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.
25. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.
26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES : It is clearly understood and so agreed by and between the

Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

27. 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
28. 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/Plot] to the total carpet area of all the Apartment in the said Project.
29. 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.
30. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Akola after the Agreement is duly executed by the Allottee and the 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 Akola.

31. The Allottee and/or Promoter shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such Office and admit execution thereof.

32. 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 the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Address: Name of Allottee(Allottee's_____

Notified Email ID : _____

M/s _____ **(Name of Promoter name)**

It shall be the duty of the Allottee 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, as the case may be.

33. **JOINT ALLOTTEES** : In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

34. **STAMP DUTY AND REGISTRATION** : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Promoter .

35. **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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. **GOVERNING LAW :** 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 Competent Civil Court at AKOLA will have the jurisdiction for this Agreement.
37. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at AKOLA in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – “A” ABOVE REFERRED TO

Description of the Project land

The property situated at Mouje Akoli (Bk.), R.S.D., R.D., Tq. & Dist. Akola, bearing Field **Survey no. 17/1/A**, Total Admeasuring **61R**, within the limits of the Akola Municipal Corporation in Tahsil and District – AKOLA , which is bounded as under :-

To the East : Land of Rukhminibai Baluji Kalore
 To the West, : Land of Tulshiram Kale
 To the North : Land of Mukinda and
 To the South : Land of Daulat Kalore.

SCHEDULE – “B” ABOVE REFERRED TO

Description of the Apartment

i) Flat no. :- ii) Floor:-..... iii) Building name :-
 iv) Carpet Area :- v) Saleable Area:-
 vi) Undivided Share in Plot :-..... Sqmtr., vii) Voting/ Rights :.....%
 viii) Four Boundaries :-
 To the East :- _____ To the West :- _____
 To the North:-_____ To the South:-_____

SCHEDULE – “C” ABOVE REFERRED TO

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

**SCHEDULE – “D” ABOVE REFERRED TO
SPECIFICATIONS OF THE APARTMENT**

**SCHEDULE – “F” ABOVE REFERRED TO
MAINTENANCE SCHEDULE**

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**SPACE FOR
SIGNATURE, PHOTO & THUMB IMPRESSION**

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ANNEXURE – A Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –C-2

(copies of the plans of the Layout as proposed by the Promoter /Promoter)

ANNEXURE –D

(Authenticated copies of the Floor plans)

ANNEXURE – E

(Common Facilities of Project),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)