

Proforma of Allotment Letter

AGREEMENT TO SALE

Stamp Duty of Rs.----- Paid for Valuation of

Rs.----- as Per ----- Col. No.-----

Deed of Declaration Registered Vide Regd.

No.1705/2019, dt.13.05.2019

Agreement to Sale for Rs.-----

Rupees -----

Agreement to be entered into between Vendor / Promoter and
Allottee

(See Rule 10(1) Explanatory Note

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This Agreement made At Amravati on ____ day of _____ 2019

Between

Vendor / Promoter : **Dinesh Ramrao Dolare**

PAN-AAOPD2130L

Aged 48 years, Occ. Business

R/o. Ramanand Residency, Amravati

Tq. Dist. Amravati-444602.

Hereinafter referred to as the Vendor / Promoter, which expression shall include his heirs, executors, administrators, assignee, etc of the **One Part**.

Allottee / Purchaser :

Hereinafter referred to as the Purchaser / Allottee, which expression shall include his / her heirs, executors, administrators, assignees etc of the **Other Part**.

Whereas, the Vendor / Promoter is an absolute owner of

sq.ft from S.No.17/1 and 2 converted into non-agricultural land as per Rev. Case No.NAP-34/Mhasla-48/1985-86 dt.08.04.1986 and which is amalgamated as per Permit No.0362 dt.13.02.2019 of Mouje Mhasla, Pragane Nandgaon peth, Tq. Dist. Amravati. The said property was purchased by Vendor / Promoter from 1.Smt. Prital Amol Joshi, 2. Ku. Gargi Amol Joshi through its Legal Guardian namely Deepali Jitendra Dhamangaokar, 3. Chi. Aryan Amol Joshi through its Legal Guardian namely Vijay Laxman Bhusawalkar, 4.Deepali Jitendra Dhamangaokar, 5.Samidha Vijay Bhusawalkar by virtue of regd. sale deed dt.17.11.2018 at sr.no.4015, more particularly described in the First Schedule hereunder written (hereinafter referred to as the "the Project Land")

And Whereas Vendor / Promoter has purchased T.D.R. admeasuring _____ from Rajesh Shrikushna Khandelwal as per sale deed dt.22.02.2019 regd. at sr.no. 693 out of the T.D.R. Certificate issued by Amravati Municipal Corporation, Amravati vide Folio No.AMC/ADTP/TDR _____, dt._____.

And Whereas the Vendor / Promoter are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

And Whereas the Vendor / Promoter is in possession of the project land;

And Whereas the Vendor / Promoter has proposed to construct upon the project land having ground floor consist of one apartment and parking area, first floor consist of two apartment units, second floor consist of two apartment units, third floor consist of two apartment units and fourth floor consist of two apartment units.

And Whereas the Allottee is offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said "Apartment") in the Building name and style as **"Vinayak**

AND WHEREAS the Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, registration no. _____ authenticated copy is attached in **Annexure 'F'**;

AND WHEREAS the Vendor/Promoter has prepared of the structural design and drawings of the buildings and the Vendor / Promoter will supervise till the completion of the building / buildings.

AND WHEREAS the Vendor/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor/Promoter on the project land and to enter into Agreement/s with the allottee of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Vendor/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 the Vendor/Promoter's 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 thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Promoter, authenticated copies of extract of Village Forms VI and VII and XII relevant revenue record showing the nature of the title of the Vendor/Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been

AND WHEREAS the authenticated copies of the plans as sanctioned and approved by the A.D.T.P. Municipal Corporation, Amravati, as per building **permit No. 0421, dt.29.03.2019** proposed by the Vendor/Promoter and according to which the construction of the buildings and open space are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-D.

AND WHEREAS the Vendor/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 balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/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.

AND WHEREAS the Vendor/Promoter has commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of an **Apartment No.** _____ on _____ **FLOOR** in

AND WHEREAS the carpet area of the said Apartment is _____ **Sq.Mt.**, 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 WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; **AND WHEREAS,** prior to the execution of these presents the Allottee has paid to the Vendor/Promoter a sum of Rs. _____ (Rupees _____) being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor/Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, under section 13 of the said Act the Vendor/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.

Parties, the Vendor/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment unit No._____.

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

1] The Vendor/Promoter shall construct the said building/s consisting of Ground floor, First floor, Second floor, third floor, Fourth floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:

Provided that the Vendor/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or 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 Vendor / Promoter and the Vendor / Promoter hereby agrees to sell to the Allottee Apartment No. ____ of carpet area admeasuring _____ in the building "Vinayak Apartments" (hereinafter referred to as "the Apartment") as shown in the
2. Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including 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 the Second Schedule annexed herewith, (the price of the 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

the total consideration, as advance payment or application fee and hereby agrees to pay to that Vendor/Promoter the balance amount of Rs _____ in the following manner:-

- i) Amount of Rs _____ (not exceeding 30% of the total consideration) to be paid to the Vendor/Promoter after the execution of Agreement.
- ii) Amount of Rs. _____ (not exceeding 45% of the total consideration) to be paid to the Vendor/Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii) Amount of Rs. _____ (not exceeding 70% of the total consideration) to be paid to the Vendor/Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. „- -
- iv) Amount of Rs. _____ (not exceeding 75% of the total consideration) to be paid to the Vendor/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v) Amount of Rs. _____ (not exceeding 80% of the total consideration) to be paid to the Vendor/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi) Amount of Rs. _____ (not exceeding 85% of the total consideration) to be paid to, the Vendor / Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii) Amount of Rs. _____ (not exceeding 95% of the total consideration) to be paid to the Vendor/Promoter on 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

viii) Balance Amount of Rs. _____ 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.

1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Promoter) up to the date of handing over the possession of the [Apartment].

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 Vendor/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 Vendor / Promoter shall enclose the said notification /order/rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Vendor / Promoter may allow, in its sole discretion, a rebate for early payments of equal installment payable by the Allottee by discounting such early payments 10 @ % per annum for the period by which the respective installment has been prepared. The provisions for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawals, once granted to be Allottee by Vendor / Promoter.

1 (g) The Vendor/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

shall be recalculated upon confirmation by the Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/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 Vendor/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 Vendor/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 Vendor/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand/direct the Vendor/ Promoter to adjust his payments in any manner.

2.1) The Vendor/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 Vendor/Promoter as well as the Allottee. The Vendor/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 or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable

by the Vendor-Promoter as provided in clause **1 (c) herein above.**
 ("Payment Plan")

2.3) The Vendor / Promoter hereby declare that the total floors space index available as on date in respect of the project land is _____ sq.mt. only and Vendor / Promoter has planned to utilize Floor Space Index of _____ **sq.mtr. by availing of T.D.R.** 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 modification to Development Control Regulations, which are applicable to the said Project. The Vendor/Promoter has disclosed the Floor Space Index of _____ **sq.mtr.** 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 the proposed construction and sale of apartments to be carried out by the Vendor/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to) Vendor/Promoter only.

4.1) If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Vendor/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 Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Vendor/Promoter.

4.2) Without prejudice to the right of Vendor/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 Vendor/Promoter under this

Vendor/Promoter shall at his own option, may terminate this Agreement:

Provided that, Vendor/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 mentioned v by the Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/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 Vendor/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 Vendor/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 Vendor/Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6) The Vendor/Promoter shall give possession of the Apartment to the Allottee on or before _____ in view of execution of registered conveyance deed or the other form as per provision of this act. If the Vendor/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 Vendor/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 the

Provided that the Vendor/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 Vendor/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 Vendor/Promoter shall give possession of the [Apartment] to the Allottee. The Vendor/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 Vendor /Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor / Promoter or association of allottees, as the case may be. The Vendor/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 Apartments are ready for use and occupancy:

7.3) Failure of Allottee to take Possession of [Apartment] : Upon receiving a written intimation from the Vendor / Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendor / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/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

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

9.1) The Vendor/Promoter shall, within three months of

Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2) The Vendor/Promoter shall, within three months of registration of the Federation/apex body of the 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/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 Vendor/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, 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 Vendor/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 Vendor/Promoter provisional monthly contribution of Rs.- 1,000/- per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter shall not carry any interest and remain with the Vendor/Promoter until a conveyance/ assignment of lease of the 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

10) The Allottee shall on or before delivery of possession of the said premises keep deposited the amount of **Rs.51,000/-** with the Vendor / Promoter, as per following manner:-

- (i) **Rs.5,000/-** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) **Rs.10,000/-** for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) **Rs.5,000/-** for proportionate share of taxes and other charges / levies in respect of the Society or Limited Company / Federation / Apex Body
- (iv) **Rs.1,000/-** for deposit towards provisional monthly contribution towards outgoing of Society or Limited Company / Federation / Apex Body
- (v) **Rs.25,000/-** for deposit towards electric, and other utility and services connection charges and
- (vi) **Rs.5,000/-** for deposits of electrical receiving and Sub Station provided in Layout

11 The Allottee shall pay to the Vendor/Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law 'Advocates of the Vendor/Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules. regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Vendor/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 structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and

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 VENDOR/ PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee as follows:

- i.) The Vendor/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 Vendor/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 projects;
- iv) There are no encumbrances upon the project or the Project;
- iv) There are no litigation pending before any Court of Law with respect to the project land or Project.
- v) All approvals, licenses and permits issue 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 Vendor/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 Vendor/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

- vii) The Vendor / 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 Vendor / Promoter confirms that the Vendor / 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 Vendor / Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x) The Vendor/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, notification including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor / Promoter in respect of the project land and / or the Project.
- 14) The Allottee/s or himself / themselves with intention to bring all persons into whomsoever hands the Apartment may come, hereby covenants with the Vendor / 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

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 Vendor/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 consequences thereof to the concerned local authority and /or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated

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 Society or the 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 the compound or any portion of the 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 full.

Body or Federation may adopt at its inception and the additions, alteration 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 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 society/limited company / apex body /federation 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 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 Vendor/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 Vendor/Promoter shall maintain a separate account in respect of sums received by the Vendor/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

spaces, will remain the property of the Vendor/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). VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/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 Apartment.

18) BINDING EFFECT

Forwarding this Agreement to the Allottee by the Vendor / Promoter does not create a binding obligation on the part of the Vendor/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 Vendor/ Promoter.

If the Allottee(s) fails to execute and deliver to the Vendor / 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 Vendor / Promoter, then the Vendor/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

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 /building, as the case may be.

20) RIGHT TO AMEND

This Agreement may only be amended through written consent of the 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 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.

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.

23) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER DEFERRED 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 the Vendor/Promoter through its authorized signatory at the Vendor/Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee, in writing after the Agreement is duly executed by the Allottee and the Vendor/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Amravati**.

26) The Allottee and/or VendorAPromoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof,

have been duly served if sent to the Allottee or the Vendor / Promoter by Registered Post A.D and notified Email ID/tinder Certificate of Posting at their respective addresses specified below:

Shri.

R/o.

Notified Email ID:.....

Shri. Dinesh Ramraoji Dolare

R/o. Ramanand Residency, Tapovan Road,

Amravati, Tq. Dist. Amravati-444602.

Notified Email ID:.....

It shall be the duty of the Allottee and the Vendor/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 Vendor/Promoter or the Allottee, as the case may be.

28) JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendor/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.

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,

Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31) GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil courts, Amravati will have the jurisdiction for this Agreement

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

First Schedule Above Referred to

Description of the freehold land and all other details

Layout Converted **Plot No.41** admeasuring 2400 sq.ft. (223 sq.mt.), **Plot No.42** admeasuring 2100 sq.ft. (195 sq.mt.) both plots adjoining to each other amalgamated plot, total admeasuring 4500 sq.ft. (418 sq.mt.) from **Survey No.17/1 and 2 of Mouje Mhasla**, Pragan Nadgaon Peth, Tq. Dist. Amravati in the registration Sub-District of Amravati, the same is bounded as under-

Towards East	-	Other layout
Towards West	-	Plot No.40
Towards North	-	Service Lane
Towards South	-	Road in layout

A) The part and parcel of the land described in first schedule above.

B) The following facilities located throughout the building and as shown in the plan of this deed attached hereto.

i) Common covered parking place

- iii) Bore well located at the ground level of the building for the water from borewell and one overhead tank to store water.
- iv) Electric wiring throughout the common areas.
- v) Necessary light and public water connection.
- vi) Electric pumo set installed for pumping water to overhead tanks and plumbing network through the building.
- vii) Common septic tank and drainage system off the building.
- viii) Compound wall and iron grill gate.
- ix) Foundation, Main walls, Columns, roof of building, terrace as shown in Exhibit "A".

Signed and Delivered by the Within Named

Name of Allottee :

Photo	Thumb Impression	Signature

Name of Vendor / Promoter : Dinesh Ramrao Dolare

Photo	Thumb Impression	Signature

Witnesses :

1) _____

Schedule "A"

All the R.C.C. Framed structure comprising of Flat / Apartment No. _____ shown in the plan situated of the _____ Floor constructed as self contended Flat covering carpet area _____ sq.mt. (_____ sq.ft.) super builtup area with _____% undivided share of land, situated in the Apartment named and styled as "Vinayak Apartment" All Four Directors

Towards East -

Towards West -

Toward North -

Towards South -

Schedule

Floor Plan of the Apartment

Annexure-E

(Specification and amenities for the Apartment)

1.	Structure		R.C.C. Framed earthquake resistant structure
2.	Brick work		External wall 9" thick, internal wall 4.5" thick fly ash brick / red brick wall
3.	Plaster		External wall are sand face plastered with plastic paint and internal wall are neeru finish cement plaster to wall.
4.	Doors		Complete membrane wood entrance door and internal B.W.R. flush door with cement frames.
5.	Windows		Powder coated aluminium 2/3 track sliding windows with M.S.Grills.

7.	Kitchen platform		Green marble stone kitchen platform with stainless steel sink with leintals heighted coloured glazed tiles wall dado.
8.	Toilet		Colour glazed tiles up to 6" ht wall dado in toilet
9.	Plumbing		Concealed UPVC plumbing networking with branded fitting.
10.	Electrification		Concealed electrical wiring network with complete fitting without electric meter.
11.	POP		POP fall ceiling in drawing
12.	Water supply		Borewell water supply from overhead water tank
13.	Lift		6 passenger lift of standard make.

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

Received of and from the Allottete above named the sum of Rs. _____ on execution of this agreement towards Earnest Money Deposit or application fee.

I say received

The Vendor / Promoter/s.