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 fully paid up.

x) The allottee shall observe and perform all the rules and regulation which the society or association 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 or association 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.

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of each apartment owner , 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 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 all apartment owner, 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 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

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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 Vendor/Promoter until the said structure of the building is transferred to the Society or association and until the project land is transferred to the society or association 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 such 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 the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /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

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transfer, as the said obligations go along with the Apartment for all intents and purposes.

22) SEVERABILITY

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

27). That all notices to be served on the Allottee and the Vendor/Promoter as contemplated by this Agreement shall be deemed to 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:

..... Name of Allottee

..... (Allottee's Address)

Notified Email ID:.....

**Sahil Associates through Partners,** - Vendor/Promoter

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Shri. Dnyaneshwar Shrikrushna Ganorkar

R/o. Flat No. 102, Krishna Apartment,

Desai Layout, Ahead of Ganesh Colony, Amravati

Tq. Dist. Amravati 444605

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, which shall be referred to the .....Authority as per the provisions of the Real 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

**Nazul plot No. 2/36, admeasuring 4640 sq.ft. (431.1 sq.mtr), from Nazul Sheet No. 45/A, of Mouje-Rajapeth, Pragane- Badnera, Tq. & Dist. Amravati, situated at Locality popularly known as Govind Nagar, Near Kanwar Nagar, , Amravati,** in the Registration Sub-District of Amravati. the same is bounded as under :

| | | |
|---|---|---|
| Towards East | : | Service lane |
| Towards West | : | 12.00 mtr. Road |
| Towards North | : | 12.00 mtr. Road |
| Towards South | : | Existing Residence |

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**Second Schedule Above Referred to**

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) Covered parking place.

ii) Lift & staircase from the ground floor up to the terrace of the building and the corridor or the passages or the lobbies in front of each apartment of common for all.

iii) Water tank 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 lights and Public water connection.

vi) Electric pump set installed for pumping water to overhead tanks and plumbing network throughout the building.

vii) Common septic tank and drainage system of 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 :

Sahil Associates through Partners

1) Shri. Dnyaneshwar Shrikrushna Ganorkar

| Photo | Thumb Impression | Signature |
|---|---|---|
| | | |

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2) Sau. Rekha Kishor Sonparote

| Photo | Thumb Impression | Signature |
|---|---|---|
| | | |

3) Sau. Kalpana Gopal Rithe,

| Photo | Thumb Impression | Signature |
|---|---|---|
| | | |

WITNESSES

1. _____

2. _____

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## SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN

" All that R.C.C. Framed structure comprising of Flat/Apartment No. _____ shown in the plan situated on the _____Floor constructed as self contended flat covering carpet area _____ sq.mtrs, with _____%undivided share of land , situated in the Apartment named and styled as "NANDADEEP APARTMENT"

ALL FOUR DIRECTIONS

Towards East _____

Towards West :_____

Towards North :_____

Towards South :_____

## SCHEDULE 'B'

## FLOOR PLAN OF THE APARTMENT

First floor : Two flat units

Second floor : Two flat units

Third floor : Two flat units

Fourth floor : Two flat units

Fifth floor : Two flat units

Sixth floor : Two flat units

Seventh floor : Two flat units

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## 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 Vendor/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

(Authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

## ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

## ANNEXURE-E

(Specification and amenities for the Apartment),

| | | | |
|---|---|---|---|
| 1) | Structure | ➢ | R.C.C. Framed earthquake resistant structure |
| 2) | Brick Work | ➢ | External wall 6" thick, Internal wall 4"thick. |
| 3) | Plaster | ➢ | External walls are sand faced plastered, Internal walls are white finished plaster. |
| 4) | Doors | ➢ | Laminated water proof flush Door. |
| 5) | Windows | ➢ | Powder coated Aluminium sliding windows including M.S. Grill. |
| 6) | Flooring | ➢ | 2' x 2' Vitrified tiles flooring for entire flat. |
| 7) | Kitchen Platform | ➢ | Granite Stone kitchen platform, with stainless steel sink with 30" heighted coloured glazed tiles |
| 8) | Paint | ➢ | External paint- Water proof paint. |
| 9) | Plumbing | ➢ | Concealed plumbing with Std. C.P. fitting. |
| 10) | Electrification | ➢ | Concealed electrification with Modular Switches & inverter wiring. |
| 11) | Lift | ➢ | |

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## ANNEXURE-F .

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

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

I say received.

The Vendor/Promoter/s.

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