AGREEMENT OF SALE

(Market value Rs. _____/-)

(Valuation Column No. _____, rate per sq. meter Rs._____/-)

(Valuation as per ready reckoner Rs. _____/-)

(Deed of Declaration registered on _____ at Sr. No._____)

(Stamp duty Rs._____/-)

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This AGREEMENT OF SALE is executed at Amravati on this _____, Day of _____, 2021.

BETWEEN

SRUSHTI INFRA,

PAN No. ADOFS5874P,

A Partnership Firm, by its Partner -

Shailesh Manoharrao Wankhade,

Aged 55 years, Occu. – Business & Agriculture,

R/o. Near Moti Baugh, Moti Nagar,

Amravati, Tq. & Dist. Amravati-444606.

Hereinafter called as the **"PROMOTER"** (which expression shall deem to include the said partnership firm, its partners, their heirs, successors, executors, administrators and assigns) of the ***FIRST PART.***

AND

_____

_____

_____

hereinafter called as the **"ALLOTTEE"** (which expression shall deem to include his/her heirs, successors, executors, administrators and assigns) of the **OTHER PART**

WHEREAS vide of sale deeds dated 29.03.1982, 31.12.1982, 15.03.1983 and 02.09.1983 respectively registered at Document No. 1087, 4008, 984 and 4526, with the Sub-Registrar, Amravati, the erstwhile partnership firm M/s Shree Ganesh Traders Company through its then partners namely Bhagwandas Jamnadas Rathi, Ghanshyamdas Hanumanbaksha Sarda, Radhadevi Purushottamdas Sarda, Sau. Nagina

Kamalkishor Malani and Dr. Ramvilas Jugalkishor Malani, was the owner of all that piece and parcel of the land admeasuring 1 H. 68 R, bearing Field Survey No.103/4 of Mouje Wadali, Pagane Nandgaon Peth, Tq. & Dist. Amravati.

AND WHEREAS, the said partnership firm M/s Shree Ganesh Traders Company through its said partners, with intention to convert the said 1 H. 68 R of the land to the non-agricultural use, prepared the layout plan and obtained the sanction to it from Assistant Director Town Planning, Amravati vide order dated 10.06.1982 and on the basis of the said sanctioned layout plan, the Sub-Divisional Officer, Amravati, vide order dated 09.07.1982, passed in R.C. No. NAP-34/ Wadali-93/1981-82, granted the permission to convert the said 1 H. 68 R of the land into non-agricultural use.

AND WHEREAS, as per the said sanctioned layout plan and the permission granted by the Sub-Divisional Officer, the said 1 H. 68 R of the land bearing Field Survey No. 103/4 was sub-divided into 33 layout converted plots and in addition to it, the open space and the sites for the roads etc. were left over in the said layout and the roads were also constructed.

AND WHEREAS, after making the requisite primary development in the said layout, the said partnership firm M/s Shree Ganesh Traders Company through its partners, sold the layout plots no. 21, 22, 23 and 24 and thereafter the partners of the said partnership firm distributed the remaining 29 plots amongst them by dissolving the partnership firm.

AND WHEREAS, in due course of time and vide following sale deeds for which the details are given herein below, the promoter above named purchased all the said 33 layout converted plots from out of the field survey no. 103/4 of Mouje Wadali, Pragane Nandgaon Peth, Tq. & Dist. Amravati.

Plot No.	Area (Sq.Mt.)	Vendor	Date	Regd. No.
1	464.51	Ramvilas Malani	10.08.2018	2882
2	464.51	Bhagwandas Rathi	20.03.2018	957
3	464.51	Bhagwandas Rathi	21.08.2018	3022
4	464.51	Nagina Malani	10.08.2018	2878

5	464.51	Ramvilas Malani	22.03.2018	1017
6	464.51	Radhadevi Sarda	12.03.2018	851
7	464.51	Ghanshyamdas Sarda	23.08.2018	3047
8	334.44	Ghanshyamdas Sarda	12.03.2018	848
9	297.28	Ghanshyamdas Sarda	12.03.2018	849
10	297.28	Ghanshyamdas Sarda	23.08.2018	3048
11	297.28	Ghanshyamdas Sarda	23.08.2018	3049
12	297.28	Nagina Malani	22.03.2018	1014
13	297.28	Ramvilas Malani	10.08.2018	2883
14	297.28	Radhadevi Sarda	12.03.2018	850
15	297.28	Bhagwandas Rathi	21.08.2018	3019
16	668.89	Bhagwandas Rathi	21.08.2018	3021
17	351.17	Nagina Malani	10.08.2018	2880
18	321.90	Ramvilas Malani	22.03.2018	1012
19	321.90	Bhagwandas Rathi	21.08.2018	3015
20	362.31	Bhagwandas Rathi	21.08.2018	3016
21	301.93	Chandrakant Kaloti	24.08.2018	3071
22	301.93	Nilesh Lathiya	24.08.2018	3073
23	301.93	Chandrakant Kaloti	24.08.2018	3072
24	301.93	Prafulla Agrawal	08.03.2018	819
25	332.12	Nagina Malani	22.03.2018	1016
26	694.44	Nagina Malani	10.08.2018	2879
27	640.09	Radhadevi Sarda	23.08.2018	3045
28	301.93	Radhadevi Sarda	12.03.2018	852
29	301.93	Radhadevi Sarda	23.08.2018	3046
30	301.93	Bhagwandas Rathi	20.03.2018	959
31	301.93	Bhagwandas Rathi	20.03.2018	958
32	301.93	Bhagwandas Rathi	20.03.2018	956
33	314.00	Bhagwandas Rathi	21.08.2018	3018

AND WHEREAS, the promoter above named, after having become the owner of the entire 33 layout converted plots out of the sanctioned layout of field survey no. 103/4, decided to get the said original sanctioned layout plan, which was sanctioned vide order dated 09.07.1982, revised and accordingly, the promoter above named prepared the revised layout plan of the entire land admeasuring 1 H. 68 R, bearing field survey no. 103/4 of Mouje Wadali, and submitted the same for sanction to the Assistant Director Town Planning, Amravati Municipal Corporation, who vide order no. 14/2018 dated 08.06.2018, granted sanction to the revised layout plan and on the basis of the said

sanctioned revised layout plan, the promoter above named, sought the revised permission for the conversion of the entire 1 H. 68 R of the land to the non-agricultural use as per the said revised sanctioned layout plan and the Tahasildar, Amravati vide order dated 25.10.2018 passed in R.C. No. NAP-34/Wadali-7/2018-19, granted the revised permission to convert the said 1 H. 68 R of the land, bearing field survey no. 103/4 of Mouje Wadali, to the non-agricultural use as per the revised sanctioned layout plan and as per the said revised sanctioned layout plan, the land admeasuring 1 H. 68 R bearing field survey no. 103/4, was divided into 44 layout plots including the **Layout Plot no.24**, admeasuring **2545.77 square meters** (27,392.48 square feet) fully described in the First Schedule hereto and hereinafter referred to as the "**Project Land**", besides the open space and the sites for internal roads, etc. in the layout.

AND WHEREAS in accordance with the conditions of the said revised sanctioned layout plan and the revised non-agricultural use order, the promoter above named, made all the requisite primary development in the layout including the construction of the roads and the drains, erection of electric poles etc.

AND WHEREAS in view of the aforesaid facts, events, sale deeds, orders etc. the promoter is the absolute owner and well and sufficiently seized and possessed of the project land.

AND WHEREAS as per the title deed referred to above in favour of the promoter, there is no covenant affecting the project land or the title of the promoter thereon and there is no tenant or illegal encroachment into or upon the project land and no further permission is required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgage the project land and has not created any lien or charge upon the project land.

AND WHEREAS the promoter is entitled and enjoined upon to construct the building on the project land in accordance with the recitals hereinbefore.

AND WHEREAS the promoter is in possession of the project land.

AND WHEREAS, the Promoter above named proposed to

construct on the project land described in the First Schedule, a multistoried building consisting of the **Eighteen Shops** on the **Lower Ground Floor** and **Nineteen Shops** on the **Upper Ground Floor** besides the covered parking place on the Lower Ground Floor as well as Upper Ground Floor and **Nine Upper Floors** with **Ten Residential Apartments,** a premises for **Club House,** a premises for **Gym** and a **Podium Garden** on the **First Floor** and **Twelve Residential Apartments** on each of the **Upper Floors i.e. Second Floor to Ninth Floor** and the promoter has chosen to name the said building as **"RACHANA SRUSHTI".**

AND WHEREAS the Allottee is offered a Shop/Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called **"RACHANA SRUSHTI"** (herein after referred to as the said "Building") being constructed by Promoter on the project land.

AND 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.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai and the copy of registration certificate is attached at **Annexure 'F'**;

AND WHEREAS the Promoter has appointed a structural Engineer Mr. Dilip Mhase for preparation of the structural design and drawings of the building and Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee, of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **Promoter's Architect – Mr. Shailendra Deshmukh** 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.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter,

authenticated copies of extract of Village Form No.-VII & II, 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.

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

AND 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.**

AND WHEREAS the building plan of the building **"RACHANA SRUSHTI"**, was sanctioned by Amravati Municipal Corporation, vide **Building Permit No. 228** dated **16.09.2021** and the copy of the said plan and specification is annexed hereto and marked as **Annexure-D.**

AND WHEREAS the promoter had executed a **DEED OF DECLARATION** under section 2 of the Maharashtra Apartment Ownership Act, 1970 on _____ which was registered at serial no. _____ in the office of Sub-Registrar Amravati City, and thereby submitted the said land and the building being constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections of the said building 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 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 shall be granted by the concerned local authority.

AND WHEREAS the Promoter has, accordingly commenced the construction of the said building in accordance with the said proposed plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the Shop/Apartment No. _____ situated on the _____ floor of the building **"RACHANA SRUSHTI"** being constructed on the said project land.

AND WHEREAS the carpet area of the said Shop/Apartment is _____ **square meters** and "**carpet area**" means the net usable floor area of Shop/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop/Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop/Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Shop/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 Promoter a sum of **Rs.**_____**/- (Rupees** _____**)** only being part payment of the sale consideration or the Shop/Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof me 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.

AND 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. _____.

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Shop/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 as mutually agreed upon by and between the Parties, the Promoter agrees to sell and the Allottee hereby agrees to purchase the said Shop/Apartment

bearing No._____ situated on the _____ floor of the building **"RACHANA SRUSHTI"**.

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

1. The Promoter shall construct the said building consisting of **Lower Ground Floor, Upper Ground Floor** and **Nine Upper Floors** on the said land bearing **Layout Plot No.24** from out of Field Survey No. 103/4 of **Mouje Wadali,** Pragane Nandgaon Peth, Tq. & Dist. Amravati, admeasuring **2545.77 square meters** (27,392,48 square feet) in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Shop/Apartment of the Allottee except any alteration or addition required by any local authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Shop/Apartment No._____ having the carpet area admeasuring _____ **sq. metres** (built up area of _____ sq.mt.) situated in the _____ on the _____ **Floor** of the building **"RACHANA SRUSHTI"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** for the consideration of **Rs. _____/- (Rs. _____ only)** including the 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.

1(b) The total aggregate consideration amount for the Shop/Apartment including covered parking space provided as per the sanctioned building plan is thus **Rs. _____/- (Rs. _____ only).**

1(c) The Allottee has paid on or before execution of this agreement of **Rs. _____/- (Rs. _____ only)** as advance payment or application fee as per the details given herein below.

MANNER OF PAYMENT OF ADVANCE PAYMENT

i) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.

ii) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.

iii) Rs. _____/- by cheque no. _____ drawn on _____ Bank Ltd. received by promoter on _____.

iv) Rs. _____/- by RTGS through _____ Bank Ltd. vide transaction No. _____ dated _____.

Inclusive of the amount paid by the allottee to the promoter as per the details given herein before, the allottee hereby agrees to pay to the Promoter, the agreed consideration in respect of the **APARTMENT** agreed to be purchased by him/her in installments in the following manner :-

Sr.No.	Stage of construction	Payment of consideration in percentage
1	At the time of booking	10%
2	At the time of agreement of sale	20%
3	At the time of casting of upper ground floor slab	15%
4	At the time of casting of Second floor slab	10%
5	At the time of casting of fourth floor slab	10%
6	At the time of casting of sixth floor slab	10%
7	At the time of casting of eighth floor slab	10%
8	At the time of casting of ninth floor slab + bricks work	10%
9	At the time of possession	5%

Inclusive of the amount paid by the allottee to the promoter as per the details given herein before, the allottee hereby agrees to pay to the Promoter, the agreed consideration in respect of the **SHOP** agreed to be purchased by him/her in installments in the following manner :-

Sr.No.	Stage of construction	Payment of consideration in percentage
1	At the time of booking	10%
2	At the time of agreement of sale	20%
3	At the time of casting of lower ground floor slab	20%
4	At the time of casting of podium slab	20%
5	On completion of sanitary grilling, wall plaster and flooring	15%
6	On external work and plumbing	10%
7	At the time of possession	5%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes

which may be levied, 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 Shop/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 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, rule, regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its' sole discretion deem fit and the Allottee undertakes not to object/demand /direct the Promoter to adjust his payments in any manner.

The Allottee has agreed to pay early payment considering the construction stage and therefore promoter has already granted discount to the allottee and the purchase price mentioned above is discounted purchase price. Allottee hereby agrees not to challenge the aforesaid

discounted price and to pay the consideration amount as per the details mentioned in schedule 1(c) written here under.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop/Apartment to the Allottee and the common areas to the Association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting 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. The Promoter hereby declares that the Floor Space Index available as on date including the Floor Space Index available on account of payment of premium to the Municipal Corporation in respect of the project land is **12,219.69 square meters** only and Promoter has planned to utilize the said Floor Space Index by availing of 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 Promoter has disclosed the Floor Space Index of **12,219.69 square meters** as proposed to be utilized by it on the project land in the said Project and the Allottee has agreed to purchase the said Shop/Apartment based on the proposed construction and sale of Shop/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop/Apartment to the Allottee the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing

over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause **4.1** above, on the Allottee committing default 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 be entitled to claim interest at the state bank of India highest marginal cost of lending rate then applicable plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the promoter available as per the terms and conditions hereof and the prevailing statutes applicable on this transaction. the Promoter shall at its own option, may terminate this Agreement: Provided that, the 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 its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. The promoter shall be entitled to sell said unit to any other person without any claim whatsoever from the allottee and the allottee shall be entitled to claim refund of the amount of the consideration within 30(thirty) days of resell of the said unit after deduction of 5% of agreement value. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Shop/Apartment which may till then have been paid by the Allottee to the Promoter.

4.3 The promoter is entitled to make minor additions and/or alterations in the layout plans which are necessary due to architectural and structural reasons which will be duly recommended and verified by an authorized architect or engineer by intimating the same to the allottee . the allottee hereby use an irrevocable and express consent for alterations and/or additions in favour of the promoter.

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

6. The Promoter shall give possession of the Shop/Apartment to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the Shop/Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Shop/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 that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop/Apartment on the aforesaid date, if the completion of building in which the Shop/Apartment is to be situated is delayed on account of -

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

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

(iii) delay in grant of any NOC/permissions/licence connection/installation of any services such as lifts, electricity, drainage, water connections and meters of the project/building/flat, road NOC or any other NOC or getting any requisite certificate from any authority.

7.1 ***Procedure for taking possession*** — The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Shop/Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of

such notice and the Promoter shall give possession of the Shop/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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Shop/Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Shop/Apartment are ready for use and occupancy. The promoter assures to handover possession of said common amenities on September 2024. The allottee herein agree and convey that he/she/they shall not be entitled to refuse to take possession of the said unit/flat on the ground of non-completion of aforesaid common amenities.

7.3 Failure of Allottee to take Possession of Shop/Apartment : Upon receiving a written intimation from the Promoter as per clause **7.1**, the Allottee shall take possession of the Shop/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 Shop/Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause **7.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Shop/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 Shop/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 its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

keeping or parking vehicle. However, it is hereby made clear that the allottee of any shop shall not be entitled to park any vehicle in the covered parking areas which shall be in use of only the owners/ occupiers of the apartments in the building.

9. The Allottee along with other allottee(s) of Shops/Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the byelaws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws.

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop/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 Shop/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, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

(i) **Rs.1,000/-** for share money of the Association.

(ii) **Rs.1,000/-** for formation and registration of the Association.

(iii) Requisite amount for proportionate share of taxes and other charges, levies in respect of the Association.

(iv) Requisite amount for deposit towards Water, Electric, and other utility and services connection charges.

(v) One time maintenance charges by way of advance in the following ratio.

a) Rs.1,25,000/- by the allottee of 3BHK Apartment.

b) Rs.1,00,000/- by the allottee of 2BHK Apartment.

c) Rs.75,000/- by the allottee of 1BHK Apartment.

d) Rs.25,000/- by the allottee of each Shop

The allottee shall pay a lump sum of Rs. 24000/- per year on ad-hoc basis from the date of possession as provisional maintenance charges to the promoter for the said unit/flat .the promoter has decided to charge provisional monthly maintenance charges till maintenance of the said land and building is handed over to the organization of units/flats allottee of the building constructed upon the said land.

12. The Allottee shall pay to the Promoter, a sum of **Rs.5,000/-** for meeting all legal costs charges and expenses including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

13. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the amount of stamp duty and registration charges payable, on such conveyance of project land. If ,allottee fails to pay the amount within seven days from demand,then unit/flat allottee shall be liable to pay interest thereon @20% p.a. untill payment.

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 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 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 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 Shop/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 Shop/Apartment to the Allottee in the manner contemplated in this Agreement;

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

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

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, 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/s for himself/themselves with intention to bring all persons into whomsoever hands the Shop/Apartment may come, hereby covenants with the Promoter as follows*** :-

(i) To maintain the Shop/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Shop/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Shop/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 Shop/Apartment is situated and the Shop/Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Shop/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 Shop/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 Shop/Apartment is situated, including entrances of the building in which the Shop/Apartment is situated and in case any damage is caused to the building in which the Shop/Apartment is situated or the Shop/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 Shop/Apartment and maintain the Shop/Apartment in the same condition or 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 Shop/Apartment is situated or the Shop/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.

(iv) Not to demolish or cause to be demolished the Shop/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 Shop/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Shop/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 Shop/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 Shop/Apartment without the prior written permission of the Promoter and/or the Association.

(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 Shop/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 Shop/Apartment in the compound or any portion of the project land and the building in which the Shop/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 Shop/Apartment is situated.

(vii) 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 Shop/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 Shop/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 Association 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 Shops/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 regarding the occupancy and use of the Shop/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 the conveyance of the structure of the building in which Shop/Apartment is situated is executed in favour of Allottee, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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 share capital for the promotion of the Association or 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 grant, demise or assignment in law, of the said Shops/Apartments or the said Plot and Building or any part thereof. The

Allottee shall have no claim save and except in respect of the Shop/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Association or other body and until the project land is transferred to the Association as hereinbefore mentioned.

18. ***Promoter shall not mortgage or create a charge*** — After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop/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.

19. ***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 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 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.

20. ***Entire Agreement*** — This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect of 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 as the case may be.

21. ***Right to Amend*** — This Agreement may only be amended through written consent of the Parties.

22. ***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 Shop/Apartment, in case of a transfer, as the said obligations go along with the Shop/Apartment for all intents and purposes.

23. ***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.

24. ***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 Shop/Apartment to the total carpet area of all the Shops/Apartments in the Project,

25. ***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-

26. ***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, and 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 **Amravati.**

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

28. 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:

Name of Allottee – _____

Address - _____,

_____,

Name of Promoter - **SRUSHTI INFRA** by its Partner -
Shailesh Manoharrao Wankhade,

Address - R/o. Near Moti Baugh, Moti Nagar,
Amravati, Tq. & Dist. Amravati-444606

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.

29. ***Joint Allottees*** — That 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.

30. ***Stamp Duty and Registration*** — The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. ***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.

32. ***Governing Laws*** — 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 courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land bearing **Layout Plot No.24** from out of Field Survey No. 103/4 of **Mouje Wadali,** Pragane Nandgaon Peth, Tq. & Dist. Amravati, admeasuring **2545.77 square meters** (27,392,48 square feet) converted to non-agricultural use vide revised order dated 25.10.2018 passed by Tahsildar Amravati in R.C.No. NAP-34/Wadali-07/2018-2019 as per the revised layout plan sanctioned by Assistant Director of Town Planning A.M.C. Amravati vide order No.14/2018 dated 08.06.2018, and the said plot having boundaries as under :-

Towards East	:	Layout Plots No. 21-A to 23
Towards West	:	30 meter wide road
Towards North	:	Layout Plot No. 25
Towards South	:	30 meter wide road.

SECOND SCHEDULE ABOVE REFERRED TO

General Common Areas & Facilities of the building :

(a) Piece and parcel of the lands fully described in the FIRST SCHEDULE above.

(b) Covered Parking Place at Lower Ground Floor and Upper Ground Floor level to be used exclusively by the owners/occupiers of the residential apartments in the building.

(c) Two staircases from the ground level upto the terrace of the building and the corridor or the passages or the lobbies in front each apartments.

(d) Three enclosure for the lifts and the equipment and the installation of the three lifts.

(e) Two water tanks located at the roof of the building for the water from borewell.

(f) RCC Water tank located at ground level for the tap water.

(g) Plumbing network throughout the building.

(h) Electric wiring in the common areas of the building and the electric meter for the electricity in the common areas outside the apartments.

(i) Necessary lights in the common areas of the building.

(j) Common Septic tank and drainage system of the building.

(k) Bore-well and water lifting arrangement for lifting of water to the tank at the roof of the building.

(l) Tap water connection with water lifting arrangement for lifting of the tap water from the RCC water tank at the ground level to the tap water connection in the apartments.

(m) Premises of Club House at the First Floor level exclusively for the use of owners/occupiers of the residential apartments in the building.

(n) Premises of GYM at the First Floor level exclusively for the use of owners/occupiers of the residential apartments in the building, subject to payment of necessary monthly charges to the Association.

(o) The toilet block situated at the lower ground floor level for the use by the shop owners/occupiers and watchman in the building.

Schedule 'A'

DESCRIPTION OF THE SHOP/APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

The Shop/Apartment bearing no. _____ situated in the _____ on the _____ **Floor** and having the carpet area of _____ **sq.mt.** (built up area of _____ sq.mt.) from out of the said building named as **"RACHANA SRUSHTI"** constructed upon the project land described in the First Schedule above and having boundaries as under :-

Towards East :

Towards West :

Towards North :

Towards South :

Schedule 'B'

AMENITIES AND FACILITIES TO BE PROVIDED AND THE SPECIFICATION OF CONSTRUCTION OF THE SHOP/APARTMENT

1] **STRUCTURE** :- The building will have R. C. C. framed structure raised on R.C.C. column foundations with brick panel walls. The partition was between two adjoining apartments shall be common walls. The extern walls will of 6 inch thickness and internal walls will of 4 inch thickness.

2] **FLOORINGS** :- Vitrified flooring tiles in all rooms approved quality

by consulting civil engineer.

3] **DOORS** :- Front Door with teak wood frame and laminated door panel and all other doors with R.C.C. frame and flush doors panel.

4] **WINDOWS** :- All windows will be ALUMINIUM fully glazed with M.S. Grill work complete. Powder coated aluminum sliding window with granite window seal.

5] **BALCONY AND TERRACE** :- 5 feet outwards projected balcony's and terraces with French window, Ceramic tile flooring.

6] **COOKING PLATFORM** :- Kitchen platform Granite Counter Top finish with S.S. Sink of quality approved by consulting civil engineer. Ceramic title dado upto the lintel level.

7] **PAINTING** : - Cement Paint for external walls and neeru finish to the internal walls.

8] **STAIRCASE FLOORING** : - Tiles

9] **BATHROOM AND W.C.** :- Non-slippery ceramic tile flooring, wall cladding with ceramic tiles upto 7 feet height, standard sanitary and plumbing fixtures and provision for geysers on all toilets.

9] **ELECTRICAL** :- Concealed high quality wiring in ALL rooms with modular switches, geyser power point in all bathroom, AC power point in all bed rooms and T.V. Points in the living hall and Master Bed room, Wi-fi point in living and master bedroom.

10] **PLUMBING** :- Concealed plumbing in Toilets & Kitchen.

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.

PROMOTER : SRUSHTI INFRA by its Partner -
Shailesh Manoharrao Wankhade

Signature	Thumb Impression	Photograph

ALLOTTEE : _____

Signature	Thumb Impression	Photograph

WITNESSES :

1) _____ 2) _____

Name : Name :

DRAFT OF THE ALLOTMENT LETTER

PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITION AS PER

CIRCUMSTANCE OF CASE

Date:

To,

_____

_____

_____

Sub: Allotment of Flat/Shop/Office no ____ on ___ Floor, in Building

in our project 'RACHANA SRUSHTI' at AMRAVATI.

Dear Sir,

A. In response to your Application dated _____, we are pleased to allot you Flat/Shop/Office No._____ on ___ Floor admeasuring _____sq.mtrs carpet area alongwith appurtenant _____ sq.mtrs enclosed balcony, _____ sq.mtrs dry yard (hereinafter referred as said Flat) in Building RACHANA SRUSHTI (hereinafter referred as the said Building) in our project known as 'RACHANA SRUSHTI' at AMRAVATI (herein after referred as said project), for consideration and on the terms and conditions as stated herein. The Real Estate Regulatory Authority (hereinafter referred as the Authority) has issued certificate u/s 5 of Real Estate (Regulation and Development) Act, 2016 (RERA), bearing Maha RERA Registration No. _____ available at website : http://maharera.mahaonline.gov.in.

B. Cost of Flat
Total cost of the said Flat/SHOP is Rs. _____/- (Rupees _____ only) (Sale Consideration).You will have to pay the said amount as per the progress of the construction in the following installments.

Sr. No	Stage of work	% work completed	Amount

The 10% of the sale consideration will be considered as earnest money. In addition to above payment, before taking the possession, you will have to pay General Charges, Infrastructure Charges etc. and Goods and Service Taxes as under:-

C. Other charges

Sr. No	Amount in Rs	Particulars
1		Towards electric meter installation and security Deposit for the meter payable to MSEB and erection of transformer, cable laying etc
2		Towards proportionate share of Development Charges and including premium payable to AMRAVATI Municipal Corporation
3		towards water Connection Charges and Deposit
4		towards share money, application and entrance fee of the Organisation
5		towards Formation and Registration of the Organisation and Legal Charges in connection there with.
6		towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges
7		Towards Legal Fees.
8		Towards advance maintenance charges of the premium and common areas .
9		towards Infrastructure Charges
10		Towards advance club house Maintenance charges of 2 years

*Please note that above charges are provisional and may change due to inflation or any additional charges by local authorities.

D. Taxes

. Goods and Service Tax (GST) As applicable on sale consideration and other charges.

ii. Any other statutory payment that may become applicable for sale and transfer of Flat.

E. <u>Stamp Duty and Registration Charges</u>

i. Registration charges, Stamp Duty as may be applicable under, Maharashtra Stamp Duty Act, 1958.

The Registration charges and stamp duty will have to be paid at the time of execution and registration of Agreement for Sale, as per The Maharashtra Ownership Flats(Regulation of the Promotion of Construction, Sale Management & Transfer) Act, 1963(MOFA) and/or The Real Estate (Regulation And Development) Act, 2016 (RERA)

TERMS AND CONDITIONS FOR ALLOTMENT

a. You have seen all the documents of title deeds and other relevant papers etc, pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said project.

b. You are aware of and have acknowledge that the Building plans are provisional and agree that we may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by us or any other local authority or body having jurisdiction.

c. You will be bound by the terms and conditions as stated in the Agreement for Sale to be executed by you. You will have to pay necessary stamp duty and registration charges and register the said Agreement for Sale. You have seen standard format of Agreement as required under provision of RERA to be executed between you and us and have accepted the terms and condition contained therein.

d. Please take note it is mandatory to execute and register the Agreement for Sale on payment of 10% of the sale consideration as stated hereinabove under RERA. Registration of the said Agreement will be your responsibility. On payment of stampduty on the said Agreement for Sale, our representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and admit the execution of Agreement for Sale. We will not be responsible for any delay in registration of agreement and any consequence arising under RERA.

e. Within 30 days from issue of this letter, you will have to pay 10% of sale consideration and execute and register the Agreement for Sale. If you fail to pay 10% of sale consideration within 30 days, this allotment letter will be deemed to have been cancelled without any further communication to you and we will forfeit the amount paid by you. In such circumstance we will be entitled to sell the said Flat without any further reference to you.

f. You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat allotted to you. All open spaces, lobbies, staircases, terraces shall remain our property till whole property is assigned and transferred to the Society and/ or Apex Body as the case may be as herein mentioned, but subject to the rights, reservations, covenants and easements in our favor as may be provided.

g. We shall have absolute & exclusive right & authority to utilize & consume present F.S.I. and the F.S.I. and/or T.D.R., which will be made available on said property under Development Regulation of Thane Municipal Corporation, 1994 or any other statute applicable to said property and you shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.

h. We shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the said project including the buildings being constructed thereon as we may deem fit and appropriate and you hereby give irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in your favor.

i. Payment of the said consideration is essence of contract and you will pay the said amount as per the schedule of payment as stated herein above. If you fail to pay the said amount as per the schedule, you will be liable to pay interest at the rate as prescribed under The Maharashtra Real Estate(Regulation and Development)(Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rule 2016 (RERA Rule), from due date till payment. Notwithstanding the provision for payment of interest, if default continues for more than 3 months, we will be entitled, at our sole discretion to cancel this allotment letter. In case of cancellation of allotment, we will be entitled to forfeit earnest amount i.e 10% of the sale consideration and pay the balance amount to you without any interest thereon. We will refund the said amount, only after sale of said Flat to new purchaser and after receiving from new Purchaser, amount equivalent to be refunded to you. Save and except refund of the said amount as stated herein you will not be entitled for any amount either as damage/compensation or in any other manner.

j. In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, you shall cease to have any right, title, interest and/or claims of any nature

whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.

k. That any delay on account of the Authority for issuance of the completion certificate /Occupation certificate shall not be considered as any delay on account of us. The date of applying for the completion certificate/ occupational certificate shall be presumed as the date of possession, we shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate/occupational certificate only.

l. We have explained you proposed development of the said project and you have completely understood our project and you hereby confirm that you have given unconditional, unqualified and irrevocable consent to us to develop the said property as required under section 14 of RERA and also section 7 of MOFA. Copy of the said Irrevocable Consent is enclosed herewith.

m. The said Complex shall always be known, as “RACHANA SRUSHTI” and the name of the Apex Body to be formed shall always bear the same name and the name of the Society to be formed shall always bear the same name. This shall not be changed without our written permission.

n. Please note, unless amenities, layout, facilities are contained or incorporated in agreement for sale, we will not be bound to provide the same in the project and further reserve, at our sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping or as may be directed by the Competent Authority.

o. You have seen the list of fixture and fitting that would be provided in the said Flat and after being aware of the same, have agreed to acquire the said Flat.

p. These terms and conditions will be in addition to the terms and conditions stated in the Application Form.

Thanking you,

Partner for SRUSHTI INFRA

Authorized Signatory