ANNEXURE "A"

MODEL FORM OF AGREEMENT TO BE ENTERED INTO BETWEEN THE PROMOTER AND THE ALLOTTEE(S)

(SEE RULE 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

AGREEMENT FOR SALE

MOUZA – PETH AMRAVATI
WITHIN THE JURISDICTION OF SUB REGISTRAR AMRAVATI

As per ready Recknor Item No. _____, Page No. ____, @ Rs. _____/- Per Sq. Mtrs.

Market Value of Rs. _____/-
Sale Consideration Rs. _____/-

Stamp Duty of Rs_____/- & Registration Fee of Rs. _____/- is paid

This Agreement for Sale {'**AGREEMENT'**} is made & executed at Amravati on this_____ day of _____ in the year Two Thousand and _____.

BY & BETWEEN

M/S. LIFESTYLE HOME SPACES, A Registered Partnership Firm having its Registered / Head Office at Shop No. 12/13/14/15, Balkrishnalalji Mandir Trust, Rallies Plot, Amravati, Tahsil & District Amravati - 444601 {Registration No. NG000009340, Permanent Account No. AALFL1174F & Email Id : lifestylehomespaces@gmail.com) acting through and represented by its Authorized Partners **1) MR. RAJESH S/O. KAMALAPRASAD MISHRA**, Aged 49 years, Occupation – Business, Resident of Balkrishnalalji Mandir Trust, Goverdhan Dham Mandir, Rallies Plot, Amravati, Tahsil & District Amravati – 444601 {Permanent Account No. AFTPM6195C, Aadhaar No. 8598 5041 3959, Mobile No. 9158111140 / 7058344085 & Email Id : kamakshienterprises.mishra42@gmail.com} and **2) MR. AMIT S/O. ASHOKKUMAR TALDA,** Aged about 34 Years, Occupation – Business, Resident of Plot No. 8, House No. 8, Shubham Colony, Shankar Nagar Road, Near Chintamani Coaching Classes, Amravati, Tahsil and District. Amravati - 444606 / "Ashok Niwas', Lane No. 2, Kanwar Nagar, Amravati, Tahsil and District. Amravati – 444606 {Permanent Account No. AGFPT0429H, Aadhaar No. 2044 5256 7535 & Mobile No. 9730768962} (Hereinafter called to and referred as the said **'PROMOTER'**, which expression shall unless

repugnant to the context or meaning thereof always mean and include the said Partnership Firm as well as its Partners and their respective legal heirs, representatives, executors, administrators, successors and assigns) of the **ONE PART**;

AND

MR. _____, Aged ___ Years, Occupation: _____, Resident of _____ {Permanent Account No. _____, Aadhaar No. _____, Mobile No. _____ & Email Id: _____} (Hereinafter called as the "**ALLOTTEE** " or **'PURCHASER',** which expression shall unless repugnant to the context or meaning thereof always mean and include the said Allottee as well as his/her legal heirs, representatives, executors, administrators, successors and assigns) of the **OTHER PART**.

WHEREAS the Assistant Director, Town Planning of Municipal Corporation Amravati has approved & recommended the layout on the Land admeasuring about 6.00 Acres being the Part of the entire land bearing Survey No. 57/3 admeasuring about 13.08 Acres of Mouje: Peth Amravati, Pragane – Badnera, Tahsil and District: Amaravati vide its Letter bearing No. 161/1995 dated 21/03/1995 {Hereinafter after referred to and called as the said "**LAYOUT**"};

AND WHEREAS Mr. Shankar S/o. Punsa Shirbhate, Resident of Baseshwar Chowk, Amarvati owned and possessed the Plot No. 9 admeasuring about 410 Sq. Mtrs. (4411 Sq. Ft.) and Plot No. 10 admeasuring about 556.60 Sq. Mtrs. (5989 Sq. Ft.) in the said layout {Hereinafter called to and referred as the said "**PLOT NO. 9**" and "**PLOT NO. 10**" respectively);

AND WHEREAS Mr. Shankar S/o. Punsa Shirbhate had transferred, conveyed and assigned the Land admeasuring about 270.6 Sq. Mtrs. being the Eastern Part of the Plot No. 10 admeasuring about 556.60 Sq. Mtrs. by way of sale to Mr. Atul S/o. Devrao Thorat, Resident of Amravati by executing Sale Deed dated 01/12/1995, duly registered in the office of Sub Registrar Amravati City No. 1 at Serial No. 1287 on even date;

AND WHEREAS Mr. Shankar S/o. Punsa Shirbhate had transferred, conveyed and assigned the Land admeasuring about 286.00 Sq. Mtrs. being the Western Part of the Plot No. 10 admeasuring about 556.60 Sq. Mtrs. by way of sale to Mr. Atul S/o. Devrao Thorat, Resident of Amravati by executing Sale Deed dated 01/12/1995, duly registered in the office of Sub Registrar Amravati City No. 1 at Serial No. 1288 on even date;

AND WHEREAS Mr. Shankar S/o. Punsa Shirbhate had transferred, conveyed and assigned the land bearing Plot No. 9 admeasuring about 410 Sq. Mtrs. by way of sale to Mr. Devrao S/o. Govindrao Thorat, Resident of Amravati by executing Sale Deed dated 25/01/1996, duly registered in the office of Sub Registrar Amravati City No. 1 at Serial No. 123 on even date;

AND WHEREAS Mr. Devrao S/o. Govindrao Thorat has applied for grant of permission for Non-Agriculture (Residential) use and regularization of said Plot No. 9 in the office of the Hon'ble Collector of Amravati;

AND WHEREAS the Land of Plot No. 9 is regularized and converted/permitted for Non-Agricultural (Residential) Use in terms of the Order dated 27/02/2012 passed by the Hon'ble Collector of Amravati passed in Revenue Case No. NAP-36/Peth Amravati - 03/2011-2012;

AND WHEREAS Mr. Atul S/o. Devrao Thorat has applied for grant of permission for Non-Agriculture (Residential) use and regularization of said Plot No. 10 in the office of the Hon'ble Collector of Amravati;

AND WHEREAS the Land of Plot No. 10 is regularized and converted/permitted for Non-Agricultural (Residential) Use in terms of the Order dated 06/03/2012 passed by the Hon'ble Collector of Amravati passed in Revenue Case No. NAP-36/Peth Amravati - 04/2011-2012;

AND WHEREAS Mr. Devrao S/o. Govindrao Thorat has transferred, conveyed and assigned the said Plot No. 9 by way of sale to Mr. Dilip S/o. Nandkishor Sahu, Resident of Masanganj, Amravati by executing Sale Deed, duly registered in the office of Sub-Registrar Amravati City No. 2 bearing Document No. 4279/2021 on 08/10/2021;

AND WHEREAS Mr. Atul S/o. Devrao Thorat has transferred, conveyed and assigned the said Plot No. 10 by way of sale to Mr. Dilip S/o. Nandkishor Sahu, Resident of Masanganj, Amravati by executing Sale Deed, duly registered in the office of Sub-Registrar Amravati City No. 2 bearing Document No. 4281/2021 on 08/10/2021;

AND WHEREAS Mr. Dilip S/o. Nandkishor Sahu has transferred, conveyed and assigned the said Plot No. 9 & 10 by way of sale to Mr. Rajesh S/o. Kamalaprasad Mishra, Resident of Rallies Plot, Amravati by executing Sale Deed dated 24/08/2023, duly registered in the office of Sub-Registrar Amravati No. 3 bearing Document No. 5538/2023 on even date;

AND WHEREAS Mr. Rajesh S/o. Kamalaprasad Mishra has transferred, conveyed and assigned the said Plot No. 9 & 10 by way of sale to the Promoter by executing Sale Deed dated 10/10/2023, duly registered in the office of Sub-Registrar Amravati No. 1 bearing Document No. 4006/2023 on even date;

AND WHEREAS the Promoter has decided to develop the said Plot No. 9 & Plot No. 10 into **COMMERCIAL CUM RESIDENTIAL ESTATE** by constructing the multistoried building thereon consisting of self-contained Shops {Commercial Units} and Residential Apartment {Residential Units} thereon by taking the requisites permissions and sanctions from the Competent Authorities by completing all formalities for the same;

AND WHEREAS the Promoter has applied for amalgamation of said Plot No. 9 & Plot No. 10 through its Architect Mr. Rohit Punshi to Amravati Municipal Corporation vide Application dated 17/10/2023, which is approved by Assistant Director Town Planning, Amravati Municipal Corporation vide Letter bearing Approval No. DDMCA/SA/2023/APL/01661 dated 30/10/2023 and as per the said Amalgamation order, the Land area of 21.53 Sq. Mtrs. (231 Sq. Ft.) was deducted towards tangent and the land area of 945.07 Sq. Mtrs. (10169 Sq. Ft.) of said amalgamated plots is declared; accordingly, the said Plot No. 9 and Plot No. 10 are amalgamated and renumbered as Plot No. 9,10 admeasuring about 945.07 Sq. Mtrs. (10172.73 Sq. Ft.) bearing Survey No. _____ {Hereinafter referred as the said "**PLOT**" or "**PROPERTY**"};

AND WHEREAS the Promoter has purchased the TDR of 1785 Sq. Mtrs. out of T.D.R. bearing Folio No. AMC/ADTP/TDR/188/23 & Certificate No. 188 dated 06/06/2023 arising out of acquisition of Land admeasuring 4000 Sq. Mtrs. for D. P. Road out of land bearing Survey No. 46/6 of Mouje – Rahatgaon, Amravati from Mr. Govinda Buildcon, a Partnership Firm acting through and represented by its Authorised Partner Mr. Deepak S/o. Rameshlal Godwani for loading on said Plot vide Transfer Deed dated 07/11/2023 duly registered in the office of Sub Registrar Amravati No. 1 bearing Document No. 4399/2023 on even date;

AND WHEREAS the Plot along with TDR loaded thereon shall be referred as the said "**PROJECT LAND**" or "**LAND**";

AND WHEREAS the Promoter has prepared and submitted building plan of the proposed building to the Amravati Municipal Corporation for sanction by loading TDR;

AND WHEREAS the Promoter has submitted the building Plan in the office of Amravati Municipal Corporation for construction of building on said land and which is duly sanctioned by the Assistant Director Town Planning, Amravati Municipal Corporation by granting sanction of building permission and commencement certificate

vide **Building Permit No. 222940 / Permit No. DDMCA/B/2023/APL/04243 dated 21/11/2023** {Hereinafter referred as the said **"SANCTIONED BUILDING PLAN"** or **"BUILDING PLAN"**};

AND WHEREAS due to inadvertence, the name of building is mentioned as "Mishra Residency" instead of "Lifestyle Homes" in the building plan submitted for sanction to the Amravati Municipal Corporation and accordingly the name of building is getting reflected as "Mishra Residency" in the said sanctioned building plan, though the said multi-storied building is actually named & styled as **"LIFESTYLE HOMES"** (Hereinafter called to & referred as the said '**SCHEME**' or '**BUILDING'**);

AND WHEREAS the said building is submitted to the provisions of the Maharashtra Apartments Ownership Act, 1970 by executing Deed of Declaration dated _____, which is duly registered in the office of the Sub-Registrar, Amravati No. ___ bearing Document No. _____/2023 on _____ (Hereinafter referred as the said "**DEED OF DECLARATION**");

AND WHEREAS the Promoter are in possession of the Project Land and entitled to construct building on the Project Land;

AND WHEREAS the Partners of the Developer firm have authorized and empowered its partners Mr. Rajesh S/o. Kamalaprasad Mishra and Mr. Amit S/o. Ashokkumar Talda to collectively sign, execute and register any deed or document of the said Property / Scheme on behalf of the said Partnership Firm and its Partners; AND

AND WHEREAS the Allottee is offered the **Shop / Apartment No.** ____ **on the** _____ **Floor** of the Building of the said Project being constructed by the Promoter;

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

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

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 _____ 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 Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Land Owners to the project land on which the Shops and the Apartments are to be constructed have been annexed hereto and marked as **ANNEXURE 'A' AND 'B'**, respectively;

AND WHEREAS the authenticated copy of the plan of the layout as approved by the concerned local authority has been annexed hereto and marked as **ANNEXURE 'C-1'**;

AND WHEREAS the authenticated copy of the building plan proposed by the Promoter and according to which the construction of the building 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 authenticated copies of the plan of the Shop / 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 Specification and Amenities for the Shop / Apartment is appended herewith as **ANNEXURE 'E'**;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building 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 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 registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority bearing No. _____ dated _____, authenticated copy is attached as **ANNEXURE – 'F'**;

AND WHEREAS the promoter has accordingly commenced construction of the said building in accordance with the said proposed plan / sanctioned building plan;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of **Shop / Apartment No. _____ on** _____ **Floor** of building of said Project;

AND WHEREAS the carpet area of the said Shop / Apartment is _____ **square meters** and "carpet area" means the net usable floor area of an 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 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 of the Shop / Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter 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 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 and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Shop / Apartment.

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

1. The Promoter shall construct the said building consisting of Basement, Ground and 7 (Seven) upper floors comprising of total 55 (Fifty-Five) Commercial and Residential Units consisting of 24 (Twenty-Four) Self-Contained Independent Shops and 31 (Thiry-One) Residential Apartments on the said Project Land 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 Government 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 the Shop / Apartment No. _____ of Carpet Area admeasuring _____ Sq. Mtrs. on _____ Floor of the named and styled as "**LIFESTYLE HOMES**" (Hereinafter referred to as the said "**SHOP / APARTMENT**") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs._____/- (Rupees _____ Only) including the proportionate price of the common areas, facilities & amenities 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 Shop / Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No. _____ situated at _____ Basement and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. _____situated at _____ Basement and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

1 (b) The total aggregate consideration amount for the said Shop / Apartment including garages/covered parking spaces and excluding of MSEB & Water charges (Infrastructure cost), Stamp duty, Registration, Legal fees & Association Deposit is thus Rs. _____/-

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

i. Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. _____/- (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Shop / Apartment is located.

iii. Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building in which the said Shop / Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Shop / Apartment.

v. Amount of Rs. _____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Shop / Apartment.

vi. Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Shop / Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the 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 requirements as may be prescribed in the Agreement of the building in which the said Shop / Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Shop / 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 Promoter by way of Goods and Service Tax, 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 Promoter) up to the date of handing over the possession of the Shop / Apartment. The Allottee specifically agrees to pay to the Promoter all such Taxes as and when demanded and shall always keep the Promoter indemnified against the same. As per the applicable GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each instalment. If the Allottee delays in payment of GST on relevant instalments, allottee shall be liable for late fees as may be applicable along with interest as mentioned under u/s 50 of CGST Act 2017 on the late payment of GST as provided under GST Act, Rules, etc.

The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Promoter and to credit the same in the appropriate account of Income Tax Department.

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 may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @

____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building.

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 instalment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("**PAYMENT PLAN**").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project Land is _____Sq. Mtrs. and the Floor Space Index including permissible Premium FSI and Ancillary FSI in respect of the said Project Land is _____ square meters. The Promoter has planned to utilize Floor Space Index of _____Sq. Mtrs. by availing of Premium FSI available on payment of premiums and Ancillary 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 _____ as proposed to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Shop / Apartment based on the proposed construction and sale of shops and apartments 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 taxes levied it by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments the Promoter shall at its own option, may terminate this Agreement:

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like two 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 _____ 20____. If the Promoter fails or neglects to give possession of the Shop / Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the 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 further 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 or act of God;

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

7.1 **PROCEDURE FOR TAKING POSSESSION** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the 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 fulfilment 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 Promoter to the Allottee intimating that the said Shop / Apartment is ready for use and occupancy.

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 Shop / 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.

8.1 The Allottee shall use the Shop / Apartment or any part thereof or permit the same to be used only for purpose of residential or any other permitted use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 It is understood by the Allottee that the Promoter shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party.

9. The Allottee along with other Allottee(s) of the Shops and Apartments in the building shall join in forming and registering the Society or Association or Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or Association Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) 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, 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 Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Allottees. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and his/her successors in title

9.2 The Allottee agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Shop and Apartment Owners' interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 The available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration or any other deed/document), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Shop and the Apartment Owners in the said scheme and shall always remain undivided and no partition or division of any part thereof will be affected or carried out by the Allottee severally or jointly with any other Shop / Apartment Owner or Owners.

9.4 The promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the

Society or Limited Company all the right, title and the interest of the Land Owners and the Promoter in the said structure of the building in which the said Shop / Apartment is situated.

9.5 The 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 Land Owners & the Promoter in the Project Land on which the building is being constructed.

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

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

(i) Rs. _____for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body.

(v) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.

All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Shop / Apartment or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.

11. The Allottee shall pay to the Promoter 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 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, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building. At the time of registration of conveyance or Lease of the Project Land, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER</u>

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. Upon formation of Association of the Allottees or Society/Limited Company or other body, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Scheme to the Association of the Allottees or Society/Limited Company or other body;

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.

14. The Allottee or himself/themselves with intention to bring all persons into whosoever 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 that of 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/her own cost all internal repairs to the said Shop / Apartment and maintain the Shop / Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall

not do or suffer to be done anything in or to the building in which the 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 Society or the Limited Company/Association of Apartment Owners.

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/her 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

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 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 regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and 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 Society/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Shops and Apartments 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 Shops and Apartments of the building in which Shop / Apartment is situated is executed in favour of Allottees of All Shops and Apartments of said project, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

XII. Till a conveyance of the Project Land on which the building in which Shop / Apartment is situated is executed in favour of the Allottees of all Shops and Apartments of said Project, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop / Apartment or 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/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the conveyance deed of all Shops and Apartments of said scheme is executed and registered and till the common areas, facilities and amenities of the Scheme handed over to the Society/Limited Company or other body as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on 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 Shop / Apartment.

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and / or appear before the Sub - Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve 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 Shop / Apartment, 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 Shop / Apartment, in case of a transfer, as the said obligations go along with the Shop / 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 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 and Apartments in the Project.

24. FURTHER ASSURANCES

The 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 Promoter through its authorized signatory at the Promoter's Office, or at

some other place, which may be mutually agreed between the Promoter and the Allottee, in Amravati 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.

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to 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
_____(Allottee's Address)
Notified Email ID : _____

M/s. Lifestyle Home Spaces (Name of Promoter)
Shop No. 12/13/14/15, Balkrishnalalji Mandir Trust, Rallies Plot,
Amravati, Tahsil & District Amravati - 444601 **(Promoter's Address)**
Notified Email ID : lifestylehomespaces@gmail.com

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.

28. **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.

29. **STAMP DUTY AND REGISTRATION**

All expenses on account of preparation of all kinds of documents viz. Agreement for Sale, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the 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 Amravati courts 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 LAND AND OTHER DETAILS

ALL THAT Piece and parcel of property consisting of Freehold (Malik Makbuja) Land bearing Plot No. 9, 10 and Survey No. _____ admeasuring about 945.07 Sq. Mtrs. (10169 Sq. Ft.) {As per title deeds 966.60 Sq. Mtrs. (10400 Sq. Ft.) comprising of Amalgamated Plot No. 9 admeasuring about 410 Sq. Mtrs. (4411 Sq. Ft.) bearing Survey No. 57/3/9/28 and Plot No. 10 admeasuring about 556.60 Sq. Mtrs. (5989 Sq. Ft.) bearing Survey No. 57/3/10/29} in the sanctioned layout developed on Non-Agriculture Land admeasuring about 6.00 Acres being the part of the entire Non-Agriculture Land bearing Khasra No 57/1 admeasuring about 13.08 Acres of Mouje : Peth Amravati, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights), Pragane - Badnera Situated at Peth Amravati within the limits of Amravati Municipal Corporation Ward No. 54, Zone No. 7 in Tahsil and District : Amaravati and within the Jurisdiction of Sub Registrar Office Amravati City together with 1785 Sq. Mtrs. FSI/TDR out of T.D.R. bearing Folio No. AMC/ADTP/TDR/188/23 & Certificate No. 188 dated 06/06/2023, including all easementrary rights appurtenant and belonging thereto and also including the right to use the common areas, amenities and facilities provided to the said layout and bounded as under:

TOWARDS EAST	-	15 MTR. WIDE ROAD
TOWARDS WEST	-	PLOT NO. 8
TOWARDS NORTH	-	PLOT NOS. 12-A, 12-B, 13-A, 13-B, 14-A & 14-B
TOWARDS SOUTH	-	24 MTR. WIDE ROAD

SECOND SCHEDULE ABOVE REFERRED TO

DETAILS OF SHOP / APARTMENT AND COMMON AREA AND FACILITIES

ALL THAT piece and parcel of property consisting of R.C.C. Superstructure bearing **Shop / Apartment No.** _____ admeasuring about _____ Sq. Mtrs. Carpet Area / _____ Sq. Mtrs. Built Up Area on _____ **Floor** of the building named and styled as "**LIFESTYLE HOMES**" together with ____ **%** undivided share and interest in the above-mentioned Project Land and exclusive right to use parking area to be earmarked for the said Shop / Apartment and all other easementrary rights appurtenant and belonging thereto, and also including the proportionate share in the common areas and facilities provided to the said scheme as mentioned below –

(NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES)

The Common areas and facilities of the said scheme for all Shops and Apartments are described as below:

i. Plumbing network throughout the building.

ii. Sanitary network throughout the building.

iii. Electric network throughout the building.

iv. Foundations, main walls, columns, beams, R.C.C structure etc.

v. Stair case, Floor landing/mid landing walk ways.
Common passage leading to stair case & Lift.

vi. Lift Facility for all floors, which include 1 Elevator + 1 Stretcher Elevator.

vii. Generator Back up Stretcher Elevator

viii. Electric lights in the stair case.

ix. Sensor Lights in Common Areas.

x. Common Electric Meter for Lift, Motor & common Area.

xi. All other apparatus, appliances and installations meant & existing for the above-mentioned common use.

xii. Water Arrangements - Common sump well, Bore Well with OHT and network System, CPVC Concealed pipe fitting and RCC Overhead Water tank on terrace.

xiii. Open Gym for Residential Unit Holders only.

xiv. CCTV for Common Ares with Backup of 15 days.

xiv. Video Call Doorbell for the Residential Apartments.

xv. Parcel of land surrounding the building.

Photo	Left Hand Thumb Impression	Signature
		For M/s. Lifestyle Home Spaces Rajesh Kamalaprasad Mishra Authorized Partner
		Amit Ashokkumar Talda Authorized Partner **PROMOTER**
		_____ **ALLOTTEE**
		WITNESS NO. 1
		WITNESS NO. 2

SCHEDULE 'A'

DESCRIPTION OF THE SHOP / APARTMENT

ALL THAT piece and parcel of property consisting of R.C.C. Superstructure bearing **Shop / Apartment No.** _____ admeasuring about _____ Sq. Mtrs. Carpet Area / _____ Sq. Mtrs. Built Up Area on _____ **Floor** of the Building named and styled as "**LIFESTYLE HOMES**" to be developed and constructed on the Freehold (Malik Makbuja) Land bearing Plot No. 9, 10 and Survey No. _____ admeasuring about 945.07 Sq. Mtrs. (10169 Sq. Ft.) {As per title deeds 966.60 Sq. Mtrs. (10400 Sq. Ft.) comprising of Amalgamated Plot No. 9 admeasuring about 410 Sq. Mtrs. (4411 Sq. Ft.) bearing Survey No. 57/3/9/28 and Plot No. 10 admeasuring about 556.60 Sq. Mtrs. (5989 Sq. Ft.) bearing Survey No. 57/3/10/29} in the sanctioned layout developed on Non-Agriculture Land admeasuring about 6.00 Acres being the part of the entire Non-Agriculture Land bearing Khasra No 57/1 admeasuring about 13.08 Acres of Mouje : Peth Amravati, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights), Pragane - Badnera Situated at Peth Amravati within the limits of Amravati Municipal Corporation Ward No. 54, Zone No. 7 in Tahsil and District : Amaravati and within the Jurisdiction of Sub Registrar Office Amravati City together with ____ **%** undivided share and interest in the said piece of Project Land and exclusive right to use parking area to be earmarked for the said Shop / Apartment and all other easementrary rights appurtenant and belonging thereto, and also including the proportionate share in the common areas and facilities provided to the said scheme and bounded as under.

	SHOP / APARTMENT	**LAND**
TOWARDS EAST		15 MTR. WIDE ROAD
TOWARDS WEST		PLOT NO. 8
TOWARDS NORTH		PLOT NOS. 12-A, 12-B, 13-A, 13-B, 14-A & 14-B
TOWARDS SOUTH		24 MTR. WIDE ROAD

SCHEDULE 'B' -

FLOOR PLAN OF THE SHOP / APARTMENT

ANNEXURE – A

Title Report

ANNEXURE –B

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

ANNEXURE – C-1

Authenticated copy of the plan of the Layout as approved by the concerned Local Authority

ANNEXURE - C-2

Authenticated copy of the plan of the building as proposed by the Land Owners and the Promoter and sanctioned by the local authority and according to which the construction of the building and open spaces are proposed to be provided for on the said project.

ANNEXURE -D

Authenticated copy of the plan of the Shop / Apartment agreed to be purchased by the Allottee as approved by the concerned local authority

ANNEXURE – E

Specification and amenities for the Shop / Apartment, Building and the Scheme,

ANNEXURE – F

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

RECEIPT

Received of and from the Allottee above named the sum of Rs. _____ (Rupees _____ Only) on execution of this Agreement towards Earnest Money Deposit or application fee.

I say received.

For M/s. Lifestyle Home Spaces

Rajesh Kamalaprasad Mishra Amit Ashokkumar Talda
Authorized Partners
PROMOTER