

AGREEMENT FOR SALE

This AGREEMENT is made and entered into at Nanded, District Nanded on this _____
Day of _____, 201____.

Between

K K Builder & Developer

Having Office At – 1ST Floor Jai Kishan Complex ,
Malegaon Road Nanded-431605

PAN No. : AAUFG7672A

Through its Partners

1. Mr. Kishor Baburao Puyed

Age : _____ years, Occu : Business,

R/o. Kamtha (KD) Tq. & Dist.Nanded

2.Gopinath Baburao Puyed

Age : _____ years, Occu : Business,

R/o. Kamtha (KD) Tq. & Dist.Nanded

(the “Promoter”) (which expression shall unless be repugnant to the context or meaning thereof shall deem to mean and include partner or partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators, authorized representatives, assigns and such last survivor) of the First Part.

AND

Mr./Mrs./M/s. _____,

Age : _____ years, Occu : _____,

R/o. _____,

Tq. _____, Dist. _____

PAN No. _____

Aadhar No. _____

(the “Allottee”) (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators, assigns and nominee) of the OTHER PART.

(“Promoter” and “Allottee” shall collectively be referred to as “parties” and singularly as “party”)

WHEREAS:

A. That, Sanjay S/o. Shriram Sontakke was the owner and possessor of Plot No. 42 land out of land Survey No. 123 Admn 278.81 Sq mtr of village Taroda (kd) , Tq. and Dist. Nanded vide registered sale deed No. 967 Dt. 17.02.2018.

That, thereafter the plot owner namely Sanjay S/o. Shriram Sontakke made the Land Development Agreement & Apartment sale Authority agreement in favour of KK Builder & Developers, to develop the said plot & construct flats & sale it on its vide registered deed No4286/2019 .

That, thereafter, KK Builder & Developers decided to make construction Shree Apartment over the said plots and started making construction of 16 flat over the said plots.

B. The Promoter has obtained a Construction Permission bearing No. 07 dated 24.04.2019 File No Exl/0578/17/18-19 from NWCMC Nanded, Dist.Nanded in respect of construction of said entire project. Accordingly, Promoter has constructed said 16 Flats .

C. While sanctioning the plans the local authority / competent authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project land and upon due observance and performance of which the completion and occupation certificates in respect of said project shall be granted.

D. The Promoter has accordingly commenced construction of the said Flats in accordance with the said proposed plans

E. The promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The promoter herein alone has sole and exclusive right to sell the units in the said project to be constructed by the promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

F. The Allottee demanded from the promoter and the promoter has given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Construction Permission and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (the “**said Act**”) and the rules made thereunder.

G. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title including copy of Sale Deeds, Relevant Letters/Orders issued by competent authority, the Development Permissions, Construction Permission, sanctioned and approved plans, ‘Certificate of Title’ and of such other all the documents as are specified under applicable statute and rules and regulations. In addition the Allottee has perused the ‘Architect Certificate’ and the drawing certifying the carpet area of various units along-with limited common area in respect of each unit. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice of 15 days. The Allottee/s by virtue of this having executed this Agreement, are deemed to

have accepted the title of the Promoter to the said entire land as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised by the Allottee/s upon the same in any matter relating thereto.

H. The Allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

I. The Promoter has expressed its intention to dispose of the units to be constructed on the said project land on outright sale to the prospective buyers.

J. The Promoter has appointed an Architect registered with the Council of Architect being R.R.Associate . Through Architect Mr. Rajkumar Gangadharrao Ranvirkar having address at Yadav Sankul VIP Road New Mondha Nanded Dist. Nanded

- **K.** The Promoter have appointed a Structural Engineer Mr. Kadam Associate having address at Cidco Road Nanded Dist. Nanded for the preparation of the structural design and drawings of the building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

L. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____; authenticated copy is annexed hereto as '**Annexure – 4**'.

M. The Allottee has applied to the Promoter vide request letter No. _____ dated ____ for allotment of 'Flats . , admeasuring carpet area _____ Sq. Mtr." as per the Floor Plan annexed hereto and marked as '**Annexure – 5**' (hereinafter referred to as "said unit") which is more particularly described in 'Second Schedule'. In addition without further consideration the Allottee is entitled to limited common area and facilities as per said plan.

N. The carpet area of the said apartment is _____ sq.mtrs. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

O. At and before the execution of these present agreement the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees in words _____ only) being "**booking advance**" of the said unit agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoters doth hereby admit and acknowledge. The Promoter has accordingly issued a reservation letter dated _____ to the Allottee. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.

P. The Promoter has accepted the proposal of the Allottee to transfer the said unit in the said project on outright sale to the Allottee at the price and on the terms and conditions hereinafter appearing.

Q. Maharashtra Jeevan Pradhikaran may lay down the water supply pipeline in the said Project. The Allottee may apply for independent water connection before the competent authority and obtain his/her independent water connection at his/her own expenses.

R. The promoter has provided common parking for all flats and accordingly the allottee shall have right to use the said parking of the Flats the allottee has agreed to purchase

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

1. PROJECT:

1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.

1.2 If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or therwise. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the unit allotted to the Allottee.

2. DESCRIPTION OF UNIT:

The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee 'Flats No. admeasuring carpet area of _____ sq. mtrs in building known as _____, constructed on part of plot No. _____ of said entire land' (the "**said unit**") as shown in the floor plan hereto appended as Annexure - 6. The said unit is more particularly described in 'Fourth Schedule'. In addition, without any further monetary consideration, the Allottee is entitled to balcony being ancillary area (the "**additional area**").

3. CONSIDERATION:

3.1 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees in words _____ only) (the "**said consideration**"). The said consideration amount does not include society formation charges, taxes and other statutory payments which are to be paid separately by Allottee. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.

3.2 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 the promoter the balance amount of Rs. _____ (Rs. _____) only in the following manner: i) Amount of Rs. _____ (Rs. _____ only) (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of agreement.

ii) Amount of Rs. _____ (Rs. _____ only) (not exceeding 45% of the total consideration) to be paid to the promoter on completion of plinth of the building or wing in which the said apartment is located.

iii) Amount of Rs. _____ (Rs. _____ only) (not exceeding 70% of the total consideration) to be paid to the promoter on completion of slabs of the building in which the said apartment is located.

iv) Amount of Rs. _____ (Rs. _____ only) (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 apartment.

v) Amount of Rs. _____ (Rs. _____ only) (not exceeding 80% of the total consideration) to be paid to the promoter on completion of the sanitary fittings, staircases, of the said apartment.

vi) Amount of Rs. _____ (Rs. _____ only) (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 Flat.

vii) Amount of Rs. _____ (Rs. _____ only) (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the electrical fittings, paving of areas appertaining and all other requirements as may be prescribed in the agreement of sale of the Flats.

viii) Balance amount of Rs. _____ (Rs. _____ only) against and at the time of handing over of the possession of the Flats to the Allottee on or after receipt of occupancy certificate or completion certificate.

3.3 Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- a. Any increase on account of development charges payable to the competent authority
- b. Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- c. Additional cost/charges imposed by the competent authorities,
- d. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any internal alterations and any other facility.

4. ADDITIONAL CHARGES:

The Allottee shall on or before delivery of possession of the said unit, pay to the Promoter further total amount of Rs. _____ on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses towards water, electric and other utility and services connection charges.
- (c) Expenses of electrical receiving and sub-station provided in layout.

5. MODE OF PAYMENT

5.1 All payment shall be made by Allottee by drawing cheque/ DD / RTGS / NEFT in the name of "KK BUILDER & DEVELOPERS " A/c No "200204180004946" in The Nanded Merchant Co-Op. Bank Ltd. Nanded Br. MG Road Old Mondha Nanded branch, bearing IFSC Code IBKL0500NMC payable at Nanded or other account as Promoter may intimate subsequently to the Allottee.

5.2 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

5.3 The Allottee has made a payment of Rs. _____/- (Rupees in words only) towards booking of the said Flats along with the request letter dated _____ which has been adjusted against the consideration as mentioned hereinabove. In addition the Allottee has further paid Rs. _____ (Rupees _____ only) upon execution of this Agreement.

5.4 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "KK BUILDERD & DEVELOPERS ". Promoter hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above, the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, if any, MSEDCL Charges and Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over such payment to Promoter within Ten (10) days of notice of demand from Promoter.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty,

legal charges and registration charges. Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND

7.1 Upon the installment of consideration and other charges becoming due, Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter Allottee shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above instalments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

8.1 Following shall deemed to be a default on the part of Allottee:

- (a) Default in making timely payment of sums due as mentioned in this agreement;
- (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
- (c) Delay in accepting the possession of the unit within a period of two (2) months of intimation to take possession by Promoter;
- (d) Refusing/ delay in taking membership of said condominium;
- (e) Breach of any terms and conditions of this agreement and terms of condominium;
- (f) Breach of any law or provisions thereto;
- (g) Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

8.2 The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 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), the Allottee agrees to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts 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 to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee the payments made by him till that date (subject to adjustment of 15% of payments received till that date as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 9.4.

9.4 The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws/ rules and regulations of society, and submit a copy of termination notice to such society. No separate consent of Allottee will be required for such expulsion.

9.5 Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit. Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar *suomoto* without any recourse to the Allottee.

9.6 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.

9.7 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER

Promoter hereby declares as follows:

10.1 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.

10.2 The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.

10.3 The Project amenities are being developed along with the said entire project. The bungalow / row house would be completed in phases and handed over to society. The amenities would be handed over to the said society once said entire project is complete and the Promoter is in receipt of occupancy certificate in respect of last building in said entire project. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to said trust provided the Allottee has become the member of society and has taken possession of his/her unit.

10.4 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee

(i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iii) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

11. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

11.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said entire land so as to enable it to convey to the concerned entity if needed and prescribed in this Agreement.

11.2 Allottee shall not in any case interfere with the Promoter's activity undertaken in respect of said entire project and also more particularly for the said unit.

11.3 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

11.4 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.

11.5 Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.

11.6 The Allottee understands and accepts that the Promoter is developing the said entire project in phases. This agreement is for a particular unit in one building in a particular phase. The right of the Promoter to construct and develop this phase and all other phases remains unhindered and the Allottee shall not claim exclusive right, title and interest in any portion of the land or any phase or constructed / under construction area or amenity space or the FSI on the said total land in the said entire project till the completion of all phases.

11.7 The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee

whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'.

12. DATE OF POSSESSION AND FORCE MAJEURE:

12.1 Promoter shall give possession of the unit to the Allottee on or before subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from competent authority. After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

12.2 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said land, non availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.

12.3 The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

12.4 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

13. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

13.1 The Allottee shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

13.2 Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or to the structure, façade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work without raising any dispute.

13.3 The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.

13.4 The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.

13.5 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this purpose.

13.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

13.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.

13.8 During the execution of interior works, if any of the Allottee's contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee shall be responsible for acts of such persons.

13.9 The Allottee shall extend full co-operation to Promoter, their agents, contractors to ensure good governance of such interior works.

13.10 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

14. INDUCTION OF MEMBER IN CONDOMINIUM:

14.1 The Allottee shall be entitled to apply for membership of society after the Promoter has sold more than 51% of units in the project. The Allottee shall for this purpose from time to time sign and execute the applications, other papers and documents for becoming a member of the condominium. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over relevant documents by the Allottee shall not constitute default of the Promoter.

14.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

15. AMENITY SHARING AND MAINTENANCE:

15.1 The Allottee understands that the promoter is developing the said entire land in phases. The amenities sanctioned will be used by all the Allottee of development on the said entire land. The Allottee here will not claim exclusive right over such amenities.

15.2 The amenities and the amenities land would be conveyed to the said society after entire development on said entire land is done. The society would maintain the amenities / common area by collecting contribution from each allottee on the said entire land who shall contribute for the maintenance of the common amenities / area as decided then by the society.

15.3 The Allottee understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of respective land to the society. The promoter reserves his right to alter, modify and shift the amenities on any location in the said entire land and Allottee consents to it. However, the promoter will not alter, modify, shift the sanctioned amenity shown in the lay out plan of entire land.

16. CONVEYANCE TO SOCIETY :

16.1 The Promoter shall convey / intimate Flat _____ alongwith structure thereon to the society within _____(months) to concerned society from the date of receipt of complete amount of the said consideration and upon the receipt of the occupancy certificate.

16.2 The Allottee shall not raise any claim for the use of common amenities / common area till said total land is conveyed to concerned society, although the Promoter may at his discretion allow the use of common amenities / common area to Allottee prior to such conveyance.

16.3 The charges, costs expenses for conveyance of said total land shall be borne by the concerned society and/or Allottee in proportion to his gross usable area. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

17. MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said entire land for water charges, insurance, common lights, repairs, salaries, taxes, security, sweepers and all other expense necessary and incidental to the maintenance of the society.

17.2 The Allottee shall pay to the monthly maintenance charges as decided by the concerned society as "common maintenance charges" for the upkeep and maintenance of said entire Project. The amounts so paid by the Allottee to said society shall not carry any interest and remain with the society.

18. UNSOLD UNITS IN SAID PROJECT:

18.1 Promoter shall be inducted as a member of said society for unsold units upon receipt of Occupancy Certificate of respective Flats.

18.2 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members thereof. The prospective Allottee of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members of the society.

18.3 Allottee and the society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.

18.4 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

19. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

19.1 Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows

(a) To maintain the said unit at Allottees own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.

(b) Not to store in the said unit 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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.

(d) Not to demolish or cause to be demolished the said unit 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 said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the said condominium, as the case may be.

(e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.

(g) 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 said unit by the Allottee.

(h) Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio.

(i) Allottee shall observe and follow all the rules and regulations which the said society 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 said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said bungalow / row house and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

(j) Till a conveyance of said land and all building in the said project is executed 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 land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

20. REGISTRATION OF THIS AGREEMENT:

20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society.

20.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

20.3 The entire charges, expenses, taxes and duties applicable to the present agreement for sale shall be borne by the allottee.

21. NOTICE:

21.1 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 and the Promoter, by Registered Post A.D. at his/her address specified below :-

Address of Allottee:-

Address of Promoter:-

KK BUILDERS & DEVELOPER

Having Office at – Jai Kisan Complex ,

Bhavsar Chowk Nanded– 431 605

AND upon handing over of the possession of the said unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of unit handed over to the Allottee under this agreement.

21.2 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.

22. ALLOTTEE UNDERTAKING:-

22.1 The Allottee/s undertake hereby and gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of land.

22.2 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

24. 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 schedules alongwith the payments due as stipulated in the payment plan within 30 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 fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 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.

25. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

26. COMPLIANCE OF LAWS RELATING TO REMITTANCES

26.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of

India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

26.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. 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.

29. 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.

30. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 unit, as the case may be.

31. JURISDICTION

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Nanded.

32. RIGHT TO AMEND

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

First Schedule

Said Entire Land / Project

All the piece and parcel of Plot No. 42 out of land bearing Gut. No. 123 of village Taroda (KD), Tq. & Dist. Nanded, totally adm. 278.81 sq.mtrs. and

is bounded as follows :-

On or towards the East : Property of Plot No 41

On or towards the West : Property of Anadrao Jadhav home

On or towards the South : Techer society

On or towards the North : 9.0 m. wide road

Second Schedule

Said Flat

Flat No. _____, along with common amenities constructed on part of plot No. _____, situated on piece and parcel of non-agricultural land bearing Gut No. 123, admeasuring about _____ sq. mtrs., located at Village Taroda (Kd), Taluka and Dist. Nanded – 431 605

bounded as under;

On or towards the North by:-

On or towards the South by: -

On or towards the East by:-

On or towards the West by:-

The said unit consists of following room sizes

a) _____

b) _____

c) _____

d) _____

Common Amenities

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED & DELIVERED

BY THE WITHINNAMED "PROMOTER"

K.K.Builder & Developers

Through Its Partners

1. Mr. **Kishor S/o. Baburao Puyed**
2. Mr. **Gopinath S/o. Baburao Puyed**

SIGNED/ SEALED & DELIVERED BY

BY THE WITHINNAMED ALLOTTEE

Mr/Mrs/M/s. _____

IN THE PRESENCE OF

1) _____

2) _____

Date : _____

ALLOTMENT LETTER

To,
Mr. _____
Mrs. _____
Address _____

E-mail address _____

Dear Sir / Madam,

You have shown your interest in purchasing Flat (details of Flat are more particularly described herein below) in our project ""Shree Apartment"" situated at Plot No. 42 out of land bearing Gut . No. 123 totally admeasuring 278.81 sq. mtrs. of village Taroda Kd Tq. Nanded, Dist.Nanded

We have accepted your offer on following terms and conditions:

Flats Particulars

FLAT NUMBER :-
BUILDING NAME :-
FLOOR :-
CARPET AREA sq. meters carpet
PARKING
Common open parking of building
mentioned above

TOTAL PRICE AND PAYMENT PLAN

Price of Flats Rs.

Agreement cost Rs.

PAYMENT SCHEDULE

10% advance payment or application fees to be paid to the promoter at the time of booking of Flat Rs.

30% amount of total consideration to be paid to the promoter after the execution of agreement. Rs.

45% amount of total consideration to be paid to the promoter on completion of the plinth of the Flat. Rs.

70% amount of total consideration to be paid to the promoter on completion of the slabs of the said Flat Rs.

75% amount of total consideration to be paid to the promoter on completion of the walls, internal plaster, floorings door and windows of the said Flat .

80% amount of total consideration to be paid to the promoter on completion of the sanitary fittings, staircases of the said Flat.	Rs.
85% amount of total consideration to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, and colouring of the said Flat .	Rs.
95% amount of total consideration to be paid to the promoter on completion of the electrical fittings, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the said Flat	Rs.
Balance amount against and at the time of handing over of the possession of the said Flat to the purchaser on or before receipt of occupancy certificate or completion certificate.	Rs.
Grand Total Rs.	

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT

Stamp duty (as applicable) –	Rs.
Registration charges (as applicable) –	Rs.
G.S.T.	Rs.
Miscellaneous registration expenses	Rs.
Legal cost, charges and expenses	Rs.
Charges for formation and registration of the society	Rs.
Deposit towards water and other utility and services connection charges	Rs.
Deposits of electrical meter, receiving and Transformer / Sub-Station provided in lay-out	Rs.

Total Rs.

AMOUNT PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE FLATS

Deposit towards provisional monthly contribution towards outgoings of society and maintenance charges
As decided by the society

GST on the maintenance charges As applicable

TERMS AND CONDITIONS

1) Issuance of this non-transferable Allotment Letter to the Allottee (s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee (s) until, firstly, the allottee signs and delivers the agreement with all the schedules (copy attached) along with the payments due as stipulated in the above payment plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This allotment letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

2) If the Allottee (s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment Letter and / or appear before the Sub-Registrar for its registration as and when intimated by the promoter within the aforesaid 30 days, then the promoter shall serve a notice to the allottee by e-mail /by hand / by post / by courier on the address given by the allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the allottee, application / allotment of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount / token amount shall be returned to the allottee without any interest or compensation whatsoever.

3) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this letter on the applicant.

4) All taxes, cess, charges or levies under any concerned statute shall be borne by the purchaser, over and above price of Flat.

5) The purchaser has received the floor plan & specification, of the said Flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.

6) In the case of cancellation for any reason what so ever then the amount paid by the allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions. Allottee's signature

1) _____ 2) _____

For Shree Apartment

Mr.

Authorized Signatory sign _____