ALLOTMENT LETTER

Date:_____

To,
1. _____
_____

2. _____
_____

Subject: Allotment of Apartment.
Reference: Your application dated _____ for allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "**APPLICATION**") to us for allotment of an apartment as detailed below (said "**APARTMENT**"):

Sr. No.	Particulars	Details
1	Apartment No.	
2	Area	_____ Sq.mtrs.
3	Balcony (if any)	_____ Sq.mtrs.
4	Terrace (if any)	_____ Sq.mtrs.
5	Parking space/s (if any)	
6	Name of Project	
7	Address of Project	

After receiving the said application, we have given you disclosures of various documents/ information in respect of the land on which abovesaid project being/ is developed and in respect of the said Apartment as envisaged under the Real Estate (Regulation and Development) Act, 2016. Further, you have taken inspection of these documents and information, and satisfied yourself in this regard.

By this allotment letter, you are hereby allotted the said apartment subject to terms and conditions mentioned herein below:

1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount (in rupees)
1	Price consideration of the said Apartment which includes parking space and proportionate price of the common area and facilities appurtenant to the said apartment	
2	Stamp duty including LBT, (if applicable) in respect of the abovesaid price consideration	

3	Registration fees	
4	Applicable Service Tax/ GST	
5	Other Applicable Tax/ VAT	
6	Applicable TDS	
7	One time maintenance cost for first 6 months/ One time maintenance cost for life time as the case may be	
8	TOTAL	

We have received from you an amount of Rs. _____ /- (Rupees _____ only) by a cheque/DD/RTGS dated _____ for Rs. _____ /- bearing No. _____, drawn on _____ Bank, branch _____, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you receipt in that regard.

2) The balance amount will be paid to us by you as per payment schedule given hereunder :

Sr. No.	**Stage**		**Percentage**
1	Before execution of agreement /on booking. (Owners Contribution)		10%
2	On Agreement to sale		20%
3	Completion of Plinth		10%
4	Completion of 1st slab		20%
5	Completion of slab of the building/wing in which the said apartment/flat is located		10%
6	Completion of walls, doors frames and window frames and flooring and internal plaster & plumbing of said apartment/flat.		05%
7	Completion of sanitary fittings, staircases, lift wells, lobbies upto floor level of said apartment/flat.		05%
8	Completion of external plumbing and external plaster of the building upto the level of said apartment/flat.		05%
9	Completion of lift/s, water pumps, electrical fittings, etc.		10%
10	Before handing over the possession of the said apartment/flat		05%

	Total		100%

Other Terms and Conditions of allotment of the said Apartment

1. The amount of stamp duty, registration fees, service tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amount towards stamp duty, registration fees, VAT/GST prior to registration of the said Apartment as and when demanded by us. You shall pay the applicable service tax/ GST on each of the instalment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.

2. We have handed over to you a broacher in respect of use *inter alia* of the said apartment, fixtures and fitting of the said apartment and common facilities and amenities or common area of the abovesaid Project; and you shall be following the said broacher strictly.

3. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to register the said Agreement within a period of 30 (thirty) days from the date of execution of the Agreement, we shall be entitled to cancel allotment of the said apartment to you by cancelling this Allotment Letter by giving written notice of 7 (Seven) days.

4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarized affidavit-cum-indemnity in our prescribed format at your own cost.

5. In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall entitled to deduct an amount of Rs.1,00,000/- (Rupess One Lakh Only) or 10% of the amount whichever is less from the abovesaid Advance Payment and refund the balance of the same to you without any interest thereon (said "**REFUND AMOUNT**").

6. If there are more than one Allottee, the cheque of the said Refund shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at or own discretion.

Thanks and Regards,

For _____

- - - -

Acceptance of Allotment of the said Apartment

I/ We hereby acknowledge to have checked the said disclosures and have inspected the abovesaid documents and information.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and Regards,

(Name and Signature of Allottee No.1)
Email id:
Address:

(Name and Signature of Allottee No.2)
Email id:
Address:

AGREEMNT TO SALE

Zone	Rate Rs. _____Sq. Mtr

Agreement of Sale for **Flat No. ……., in "Nabhraj Nandanvan Phase II"** Situated at Gut No. 734 Taq. Dist. Aurangabad. **The Govt. Value of Rs. ……/- (Rupees …… Only) and actual sale value of Rs. ……/-(Rupees …… Only).**

This agreement to Sale is executed today at Aurangabad, between:

1. M/s. Mr./ Mrs. ……Son of ……
   Age :……Years, Occ: ……
   Residing at :……
   Adhar No.:..……
   PAN No. ……..
   E-mail : ……

(Hereinafter called as **Owner /** Co-Promoter)

Through their GPA (if applicable**)**

1. Mr. ……..... Son of ……
   Age :……Years, Occ: ……
   Residing at :……
   Adhar No.:..……
   PAN No. ……..
   E-mail : ……

(Hereinafter called as **Owner /** Co-Promoter which expression shall mean and include all its present and future directors, shareholder, promoters, their heirs successors, legal representatives, executors, administrator and assignees.)

AND

M/s._____,

A partnership Firm / Company registered under,

Indian Partnership Act, having registered
office at _____, _____, Aurangabad
and its registration no. _____,
Through Its Partner :-

1. Mr. ……..... Son of ……
   Age :……Years, Occ: ……
   Residing at :……
   Adhar No.:...……
   PAN No. ……..
   E-mail : ……

2. Ms…… Daughter / Wife of ……
   Age :……Years, Occ: ……
   Residing at :……
   Adhar No.:...……
   PAN No. ……..
   E-mail : ……

Authorized *vide Reg. GPA Bearing Reg, No. _____ DATE:*

(Hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

AND

1. Mr. ……..... Son of ……
   Age :……Years, Occ: ……
   Residing at :……
   Adhar No.:...……
   PAN No. ……..
   E-mail : ……
2. Ms…… Daughter / Wife of ……
   Age :……Years, Occ: ……
   Residing at :……

Adhar No.:.....

PAN No. .....

E-mail : .....

(Hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors – in – interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**"

WHEREAS:-

A. WHEREAS by a *DEVELOPMENT AGREEMENT Bearing Registration No.* _____ dated _____.

TITLE HISTORY / LITIGATION /CASE RESULTS / DOCUMENTS OF TITLES / SEARCH REPORTS ETC WITH SCHEDULE – I.

AND WHEREAS by virtue of aforesaid documents of title the promoter being owners / developers has the sole and exclusive right to develop, construct and allot / sell the apartments, shops, unit etc in the said building/s to be constructed by the promoter on the entire land and to enter into agreement /s with the allottee/s of the apartment and to receive the consideration in respect of the said unit/s.

The promoter hereby declares that there is no covenants affecting the entire land, and that there is no impediment attached to the entire land. Also that there is no illegal encroachment on the entire land, and that there is no such permission required from and Govt. or Authority which affects the title to the entire land. There is no area occupied by Tenants on the entire land. There is no mortgage or line or charge on the entire land.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings named as on the '**Nabhraj Nandanvan Phase II**' project in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the said land on which the project '**Nabhraj Nandanvan Phase II**' being constructed.

DETAILS OF SANCTION / FSI / TDR / NA / ROAD WINDING / RELINQUISHMENT DEED / VARIOUS NOC's ETC.
SCHEDULE – II

AND WHEREAS the Promoter has proposed to construct on the '**Nabhraj Nandanvan Phase II**' of buildings 'Wing A' & 'Wing B' both having **Parking plus 7 floors**.

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the _____ floor, (hereinafter referred to as the said 'Apartment') in the Building called 'Wing A (or) B' (hereinafter referred to as the said 'Building') being constructed in the said '**Nabhraj Nandanvan Phase II**' project, by the Promoter, as per schedule – III.

AND WHEREAS the Promoters / Developers Firm / Company constituted under the -------- act have ------- of its Partner / Director's / namely Mr. ---------- & Mr. ---------- as the constituted Attorney of Promoters Firm / Company to execute the present agreement. And further Mr. ---------- has further appointed to Mr.---------- to admit the execution of this Agreement by virtue of Power of Attorney registered in the Office of Sub Registrar ---------- at Sr. No. --------- on dated --------- either jointly or severally to admit the execution of this Agreement by virtue of Power of Attorney registered in the Office of Sub Registrar ------ at Sr. No. ----------on dated ----------

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects;

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

AND WHEREAS the Promoters have appointed the legal advisor, who investigated the title to said Property and has granted the Title Certificate to the said scheme and same, is annexed herewith.

AND WHEREAS this '**Nabhraj Nandanvan Phase II**' being an on-going project, the Promoter, shall apply / applied by application dated ----------, as per Act, for the Project certification under the provisions of the Act with the Real Estate Regulatory Authority. And the promoter has also obtained the project registration Number from RERA authority vide Reg. No----- dated ----------

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee and Allottee has seen, inspected and understood all the documents of title relating to the '**Nabhraj Nandanvan Phase II**' project and the plans, the sale deeds, other documents, title report and all documents mentioned in the same, the N.A Order, commencement certificates, undertakings, the sanctioned layout and building plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under. The Allottee is satisfied about the same and also about the title of the Promoter. The Allottee has also shown the all documents related to title to its legal advisor who has gone through all required documents etc and has upto his satisfaction investigated the same, and is fully satisfied about the same.

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

7/12 or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B',** respectively

AND WHEREAS the authenticated copies of the plans of the Building permission /Commencement certificate of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **Annexure C2 & C3**

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

AND WHEREAS 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/s /phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No._____ on _____ floor in the Building 'Wing A (or) Wing B' being constructed in the said '**Nabhraj Nandanvan Phase II**', (which is more particularly described in Schedule-III hereunder written).

AND WHEREAS the carpet area of the said Apartment is _____ square meters and the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
The usable floor area of enclosed balcony is admeasuring _____ square meters and attached usable floor area of open terrace is _____ square meters.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____) only, details as mentioned in separate receipt of payment being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said agreement under 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 Apartment and the covered parking (if any)

AND WHEREAS the Allottee has independently made 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 and have been annexed and marked as **Annexure G**

AND WHEREAS the Allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at …….. On……under registration no……. have been annexed and marked as **Annexure F**

It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Developer/ Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/ amenities are not agreed to be developed or provided by the Developer/ Promoter to the Purchaser/s. The Brochure / Master Plan

is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Developer/ Promoter and therefore the complex shall not/may not be the same as in the brochure/master plan. The Developer/ Promoter shall not be liable for such variations nor shall the Purchaser/s question anywise the same.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the Allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which they said unit is agreed to be sold to the Allottee .

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

And that the Allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

AND WHEREAS in case there in increase in the FSI, the Seller / Vendor has absolute authority and right to change / modify the building plans and construct additional flats in the building in accordance with the Development Control Rules (DCR) applicable at the relevant time by obtaining Revised Construction Permission from the Competent Authority.

AND WHEREAS in case additional FSI / TDR is granted / available to the said plot, the Promoter / Builder / GPA Holder alone can raise additional construction in the building and sell the same and no flat owner or the Co-operative society of flat owners that may be formed in future will have any right to raise any objection for such additional construction by the builder.

AND WHEREAS the Promoters also showed the proposed building plans of the construction to the Purchaser/s and the Purchaser/s are also expressly agreed and understand that the Promoters may amend, revise and alter the building layout / building plans from time to time in respect of tenements, spaces, users, areas to suit the Promoter's requirements and in spite of the same and having irrevocably consented thereto, however this consent is given with a condition that the Promoter shall not change the Open Space area as shown on Original sanction layout and location of Residential Buildings. The Purchaser/s applied to the Promoters for the purchase/allotment of the apartment /unit in the Said ---------- project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore;

AND WHEREAS the Purchaser has read and understood all the terms and conditions of the Development Agreement and Power Of Attorney in and between the Promoter and Co-promoter i.e. M/S Nabhraj Construction and Land Owner. Also the Purchaser has read and understood all the contents of the indemnity bonds / undertakings, etc given by the Promoter/ Co-promoter and Purchaser agrees that the said indemnity bonds/ understanding etc. shall form an integral part of this agreement and shall be binding on him/her/them.

AND WHEREAS the Purchaser is aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreements with several other allottee / purchasers, persons and parties in respect of different apartment / units in the said ------- project; and the purchaser has no right to object to allot such units to any other allottee on the basis of cast / creed / religion / gender or such difference of any nature.

It is also understood and agreed by and between the parties hereto that the terraces can be exclusively sold to any of the FLAT Purchaser except the common amenities and facilities agreed to be provided by the Promoter to the flat purchaser as per this Agreement. The said terraces shall not be enclosed by the Purchaser, till the permission in writing is obtained from the concerned local authority and the Promoters.

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

1. CONSTRUCTION OF THE PROJECT / APARTMENT

1.1 The Promoter shall construct the said building/s consisting of ground/ stilt/parking plus 7 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Local/Government authorities etc. or due to change in law.

2. CONSIDERATION / PRICE OF THE SAID APARTMENT:

2.1 The Allottee hereby agrees to purchase the apartment / unit in the said project for which he has applied vide application no. _____ dated _____ for apartment no. _____ type _____, having carpet area of _____ square meters as per RERA Act definition and clarification, and exclusive enclosed balcony area---------- exclusive terrace area ------- and exclusive open balcony area ----- , exclusive box / cupboard area ------- square meters of the apartment / unit No.----- on ____ floor in [tower/block/building] no._____ ("**Building**") being constructed in the said project of which are more particularly described in **Schedule III** and the floor plan of the apartment is annexed hereto and marked as **Annexure-------** for a lumsum consideration of Rs. _____/- (Rs. _____ _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule D.

2.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. ____ situated at parking/stilt floor, the plan of which is annexed herewith as 'Annexure H' for the consideration of Rs.------- (Rs ----------).

2.3 The total aggregate consideration amount for the apartment including covered parking space is thus Rs._____/- (Rs _____ only).

That, the sale price mentioned above is on lump sum basis and has nothing to do with the area of the said Flat.

2.4 That, out of the agreed sale price, the Purchaser has paid Rs**. /-(Rs. . Only)** as advance payment to the Seller as under:

Date	R. No.	By Ch. No. / By Cash / By D.D.	Amount

2.5. Manner of Payment :

The Total Amount of Rs. ---------- /- to be paid in the following manner

Sr. No.	Stage		Percentage
1	Before execution of agreement /on booking. (Owners Contribution)		10%
2	On Agreement to sale		20%
3	Completion of Plinth		10%
4	Completion of 1st slab		20%
5	Completion of slab of the building/wing in which the said apartment/flat is located		10%
6	Completion of walls, doors frames and window frames and flooring and internal plaster & plumbing of said apartment/flat.		05%
7	Completion of sanitary fittings, staircases, lift wells, lobbies upto floor level of said apartment/flat.		05%
8	Completion of external		05%

	plumbing and external plaster of the building upto the level of said apartment/flat.		
9	Completion of lift/s, water pumps, electrical fittings, etc.		10%
10	Before handing over the possession of the said apartment/flat		05%
	Total		100%

Total 100% i.e. Rs…….

2.6 The Allottee hereby agrees that any tax levied by the local authority,

State and / or Central Government, Corporation and/or any other

authority or authorities on the development of the said entire land and/or

sale of the apartment, etc., any amount by way of premium to the

Corporation or to the State and/or Central Government or betterment

charges and/or any of the incidents of this transaction including GST (CGST, SGST, IGST), service tax, Value Added Tax (VAT), tax on transfer of property, etc. or development tax, or educational cess or any such cess etc, or any present or other new tax, charge, or payment of a similar nature becoming payable, the Allottees shall be liable to pay such taxes etc. to the Promoter, as and when charged and demanded by the State and/or Central Government, Corporation, any Authority etc. The Promoter shall not be liable to pay the same. And if such type of taxes applied by any government or local authority in future by giving retrospective effect then the same will be treated as payable by the Allottee upto the date of handing over possession of apartment

2.7 If Allottee fails to pay the amount within seven days from demand then Allottee shall be liable to pay penalty, interest and compensation of Rs.1,00,000/- (rupees one lakh only) or 10% of the amount received from the allottee, whichever is less thereon until payment. For any consequences of nonpayment of any of the payments, the Allottee shall be solely responsible. It is understood that interest shall not cover the damages/losses that will be suffered by the Promoter due to

non-payment. Therefore, Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified there from.

2.8 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 alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.9 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments at zero percentage per annum for the period by which the respective installment has been pre-paned.

2.10 The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the completion/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 3% (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.

2.11 It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques . If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

3. Mode of Payment:

The Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn in the name of **M/S. Nabhraj Construction escrow account , Bank: Union Bank Of India, Branch: Garkheda road in Current A/C No. 563901010032541. IFSC Code No. UBIN0556394.** If the Flat Purchaser/s makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D or by local cheques & the possession of the said flat shall only be handed over after the amount is realized and credited by the drawee bank. If due to any reason the above account or bank, if changed by the promoter, the same shall be intimated to the allottee and allottee hereby agrees to pay as per the changed account No. and Bank.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENT :**

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

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installment on the due dates, the Allottee /s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee /s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee /s from time to time or on completion of the said project/apartment, and the Allottee /s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:

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

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

7.1 The '----------' land is --------- sq.mtrs. (out of entire land of layout of ---------- sq.mtrs). The building to be constructed is Parking plus ---------- floors on the land of '**Nabhraj Nandanvan Phase II**' project. The Promoter hereby declares that the Floor Space Index (including TDR) available as on date in respect of the entire land is ---------- square meters. The Promoter has disclosed the Floor Space

Index of ---------- square meters utilized by him on '**Nabhraj Nandanvan Phase II**' Project. The said Floor Space Index (including TDR) of ---------- square meters does not include FSI available on payment of premiums or incentive FSI (by implementing various scheme as mentioned in the Development Control Regulation), and paid FSI.

So it is hereby made clear that the Promoter shall have the right to use this remaining FSI, of entire land, of ---------- square meters along with FSI available on payment of premiums or incentive FSI (by implementing various schemes as mentioned in the Development Control Regulation), and paid FSI or based on expectation of increased FSI, which may be available in future on remaining project/s of entire land.

The Allottee has no concern for the remaining projects and has agreed to the same, and also agrees that, has purchased the said Apartment in the '----------' project based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI for '----------' project as mentioned above and on the understanding that the declared and remaining proposed FSI as mentioned above shall belong to the Promoter only for utilizing on remaining projects in entire layout land.

As per sanctioned layout number ---------- dated ----------, the potential sanctioned Floor Space Index is ---------- square meters (out of total Floor Space Index (including TDR) ---------- square meters) and remaining Floor Space Index ---------- square meters will be available to Promoter in future.

It is hereby declared that as per sanctioned plan/s of date ---------- (Number ----------), at present the sanctioned Floor Space Index is ---------- square meters, from which ---------- is utilized on '----------' project land, which has/have been shown to the Allottee/s.

7.2 The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said '----------' Project for the construction work and completion of other works like laying of drainage line, water line, or electrical line etc. of the other

project/s in the layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee/s is aware of this and has agreed to and given his / her/their irrevocable consent for the same. The Allottee shall not obstruct in any manner activities of Promoter.

7.3 Though the Promoter herein has right to develop the said entire land, bearing S.No. ----- (part), Mouje --------, admeasuring ------- sq.mtrs., the Promoter has decided to carry out development in various projects and accordingly portion identified as said '--------' project admeasuring ------ sq.mtrs, is only subject matter of this Agreement and the same is more particularly described in Schedule B hereunder written and plan annexed. The Allottee is concerned with this '**Nabhraj Nandanvan Phase II**' project only. Each Project will have a separate Association of apartment owners which will be formed as mentioned in Act and Rules and Regulations and also Maharashtra Apartment Ownership Act 1970 and each such association will maintain its own project. The Promoter is entitled and also has right to plan and execute project/s on remaining land of entire land at its discretion by utilization of FSI, TDR etc. The Allottees have absolutely no right over it, the allottees are only concerned with '**Nabhraj Nandanvan Phase II**' project only.

7.4 There shall be common facilities in the entire land in between the said two/ three buildings(Wing A & Wing B) and the same is described in the Schedule E hereunder written. Each Allottee of all projects in the entire land will have proportionate undivided share in the common facilities and the respective land.

9. SPECIFICATIONS AND AMENITIES:

The authenticated copies of the specifications of the Apartment agreed to be purchased by the Allottee and common amenities for the project, have been annexed and marked as Annexure IV & V respectively.

10 COMPLIANCE OF LAWS RELATING TO REMITTANCES .

The Allottee/s agrees that in case the Allottee/s is an NRI or Non-Resident / Foreign National of Indian origin/foreign nationals/ foreign companies, then in that event, the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments acquisition/sale transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms thereof. The Allottee shall indemnify the Promoter regarding the same. Also, if any documents etc are required from the Promoter, the Allottee will intimate to the Promoter for the provision of the same and the Promoter at its discretion will provide, but will not be responsible for anything.

11. POSSESSION OF THE APARTMENT :

11.1 The Promoters herein shall complete the construction of the said apartment / unit in all respects on or before **31/05/18**, provided that the Purchaser shall have made payments of the installments towards the purchase price of the said Flat and other charges mentioned in this agreement without delay at times stipulated for payments thereof. The Developer may not complete some of the common amenities to be provided to all purchasers. All such remaining amenities if any shall be completed while completion of the total project. The Purchaser/s shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any common areas etc. Even after occupying the flat, constructional activities, undertaken by the Promoter on the said property / land, shall remain in force or work-in progress shall be remain continued, in respect of the said building and therefore he/she/they may have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc. The purchasers shall co-operate with the Promoter/Developer and he/she/they shall not raise any objection / obstacle to the work in progress, as he/she/they is/are well aware of the facts, before occupying or taking possession of the Said Flat. It is agreed parties hereto that if the Promoter fails to give possession of the said Flat in accordance of period mentioned hereinabove, further 6 (Six) Months period shall be extended /allowed for completing the construction of said Flat in all respects. Even then the Promoter fails to give possession of said Flat to the Purchaser in extended /allowed stipulated period of above, then the Promoter will pay compensation to per month, which will be in or according to prevailing market Rent of said Flat to the Flat purchaser till the handover of Flat, except if such delay is

due to the reasons beyond the control of the Developer. Provided however, that the Promoters herein shall be entitled to the extension of time for completing the construction of the said Flat in all respects after the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of:

i) The Purchaser/s committing any default in payment of installment as mentioned hereinabove.

ii) Any extra work to be carried out in the said Flat as per the requirement and at the costs of Purchaser /s.

iii) Non - availability of steel, cement or any other building materials, water or electricity supply, labor, proper access, etc for any reason beyond the control of Promoter.

iv) War, Civil Commotion or act of God such as floods, earthquake, heavy monsoon etc.

v) Any notice, order, rules or notification of the government and /or public or competent authority.

vi) Delay in grant of any NOC/permissions/licenses/connections/ installation of any services such as lifts, electricity, water connections and meters to the Scheme FLAT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.

vii) Death and/or permanent disability of key representative of the Developer

11.3 **Procedure for Taking Possession :** The Promoter, upon obtaining the completion/occupancy certificate from the competent authority and the payment made by

the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the completion/occupancy certificate of the Project. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy; or otherwise possession to be taken within maximum 1 (one months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Allottee shall be and agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of Occupancy Certificate.

Provided that if delay period on the Account of Promoter of the possession agreed to the allottee, the allottee shall be paid by the Promoter, interest for every month of delay till the intimation of the possession by the Promoter.

11.4 **Failure of Allottee to take Possession of Apartment :** Upon receiving a written intimation from the Promoter as per clause the Allottee shall take possession of the 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 Apartment to the Allottee on receiving payment of all dues, charges etc, under this agreement payable by the Allottee to the Promoter if any in pursuance of these presents and on the Allottee fulfilling his part of the agreement. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable. And if the allottee fails, he/she shall be liable to pay interest and compensation.

11.5 Compensation

If the Promoter fails to abide by the time schedule for completing the said '**Nabhraj Nandanvan Phase II**' project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said 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 subject to the terms

of this agreement. The Allottee also 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.

12 TIME IS ESSENCE

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 Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be, as per the terms herein.

Similarly, the Allottee shall make timely payments of the installment 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 2.5 herein above. ("Payment Plan").

13. **TERMINATION OF AGREEMENT :**

Without prejudice to the right of Promoter to charge interest as per terms of agreement, on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings etc) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its sole option, terminate this Agreement.

Provided that the Promoter shall give to the Allottee 15 (fifteen) days' notice in writing, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is

intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. The agreement shall stand terminated at the elapse of the notice period, if Allottee fails to remedy the breach within the notice period. The Allottee will have right only on amount as mentioned above and that also after deducting the amount of Rs. 1,00,000/- (One lakh rupees only) or 10% of the amount received from the allottee, whichever is less and other payable as per the terms of the agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages of Rs. 1,00,000/- [One lakh rupees only] or 10% of the amount received from the allottee, whichever is less or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to following**:**

13.1 If the Allottee has taken loan from any bank, financial company, institute, etc. then in case of termination/cancellation of the apartment by Promoter, the consent from the said bank, financial company, institute, etc for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter directly shall be paid by the Promoter (without any interest or penalty thereon), to the bank, financial company, institute, etc directly. The Allottee shall make aware of this clause to the financial company/institution by separate letter.

13.2 The Promoter shall deduct the amount towards damages, administration charges, other expenses etc, equivalent to 10% of the sale amount or Rs. 1,00,000/- (One lakh rupees only) or 10% of the amount received from the allottee, whichever is less, from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (after deducting above amount) from the amount received by the Promoter. In this case reduction in price of the apartment will also be considered as damages/loss of the Promoter in addition to other loss and expenses.

13.3 In case of termination of this agreement for any reason, taxes such as Stamp Duty, registration fee, LBC/LBT, service tax, GST (CGST, SGST, IGST), VAT etc. already paid / reimbursed or otherwise shall not be refunded by the Promoter to the Allottee.

13.4 In case of the cancellation of the said apartment, the Promoter shall not be responsible and not be liable for refund of stamp duty, registration fees, GST (CGST, SGST, IGST), or any charges paid to the Government against this apartment. The Allottee irrevocably agrees to the same.

Except the aforesaid amount, the Allottee will have no right on the said apartment, nor will he/she/they claim any right on the same in future also and Allottee hereby agrees for the same. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will be necessary within fifteen days and the same is agreed and consented by the Allottee/s. However the Promoter shall not be liable to repay the amount payable unless and until the Allottee confirms the termination by execution and registration of a Deed of Cancellation.

The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration.

14. **DEFECT LIABILITY :**

14.1 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter, in writing along with proof, any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the 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 defect in the manner as provided under the Act.

The defect hereinabove stated i.e. manufacturing defects shall not include defects caused by normal wear and tear, negligent use of the apartment /building/premises by the Allottees, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity and/or any modification or alteration done inside or outside the apartment, superficial cracks, and lack of daily maintenance etc. The Allottee agrees to the use of fittings and fixtures as per the directions mentioned in manufacturing warranty cards, which information is given to Allottee by the Promoter.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced after 2 months from the date of Completion Certificate.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any structural alterations including but not restricted to alterations in any of the RCC structures, fittings, pipes, water supply and electrical connections or any of the erection in the kitchen, toilets, W.C., bathroom, terraces, passages etc. If any of such works are carried out or any heavy loads are stored in the apartment balcony, terrace, passages, etc., any liability including defect liability of the Promoter automatically shall come to an end. Further, the Allottee shall be liable of paying damages, if any, to Allottee / owner / user of the apartment below or any other affected apartment/s.

14.2 The Allottee/s shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner.

The Allottee specifically agrees not to undertake any addition/alteration including enclosing of open terrace by any means. He/she/they also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

15 FORMATION OF ORGANIZATION OF APARTMENT HOLDERS:

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

15.2 The Promoter shall execute Deed of Apartment in favour of allottees, and cause to transfer to the Allottees all the right, title and the interest of the Promoter in their respective apartment in the said Building of said **‘----------** along with undivided proportionate share in **‘---------- ' project land** proportionate to total carpet area of said Apartment, subject to rights of the exclusive use of parking of respective Allottees, on or before ----------

15.3 Though the open parking areas on common areas of projects shall be common of the Allottees or their organization, it is the necessity and requirement of the allottee/s that various open parking spaces be got, specified / distributed / selected for allotment of exclusive use on the basis of first come first serve, among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoter, on the request of the Allottee herein is keeping a register / record of such designations / selections of parking’s to be done by the Allottees among themselves which selections will be subject to rules and regulations of the association to be formed by them. The Allottee agrees to the same. The Promoter has not taken any consideration for such selection. It is specifically agreed by the Allottee herein that the above work is being done by the Promoter ex-gracias on the request of the Allottees and the

same is not to be deemed as allotment by the Promoter and that if for any reason it be held that such selection / designation of open parking/s by the Allottees of the apartments among themselves is not proper then the Allottees (including Allottee herein) shall be entitled to use entire parking area in common or as may be decided amongst them. In this arrangement of parking, those allottees that have covered parking shall not be allowed for such type of arrangement.

The allottee has consented to this arrangement by which the earlier allottees have also selected the open parking. The allottees are also aware that the said open parking area is part of the common area in which all allottees of the project shall have undivided share.

16. CONVEYANCE OF THE SAID APARTMENT:

16.1 The agreement shall always be subject to the Maharashtra Apartments Ownership Act, 1970 and hence promoter will execute Deed Of Declaration.

16.2 The Promoter shall execute Deed of Declaration in favour of allottees, and cause to transfer to the Allottees all the right, title and the interest of the Owner i.e. Promoter in their respective apartment in the said Building of said **'----------'** project along with undivided proportionate share in **'----------' Building** project land in which the said Apartment is situated, subject to rights of the exclusive use of parking of respective Allottees, on or before_____

17. PAYMENTS FOR TAXES, CESS AND OTHER OUTGOINGS ETC.

17.1 Within 15 days after notice in writing or intimation is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of completion certificate (though possession is not taken by Allottee/s) the proportionate share of outgoings in respect of ---------- building, namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, N. A. charges, water charges, common lights, common light meter, repairs, and salaries of clerks, bill collectors, chowkidars, liftman, sweepers, gardeners, water pump/s,

expenses for lift repairs, machinery repairs, common security, parking maintenance, common power backup expenses etc. and all other expenses necessary and incidental to the Management and maintenance of the said '----------' and building/s. This amount does not include supply of water if by water-tankers, maintenance of STP, OWC and UGWT, property taxes of individual apartment and club and individual electricity bills, etc. The proposed Association shall carry out the general common outgoings. Till such period the Allottee has agreed to pay provisional lump sum charges as the general common outgoings in advance prior to delivery of possession of the said apartment.

17.2 The Allottee/s agrees to pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution calculated at Rs. -------/- (Rs. ------- only) per sq. mtrs. of the carpet area (of the apartment, enclosed balcony, adjoining terraces), (plus service tax, GST - CGST, SGST, IGST as applicable), per month towards the outgoings. The amounts so paid by the Allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be. The Promoter at its discretion shall be entitled to recover in advance twenty four months (two year) contribution from the Allottee prior to delivery of possession of the said Apartment. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, invertors, batteries (if provided to the said building) irrespective of the floor on which the apartment is located and also irrespective of the use of the lifts/elevators or even apartment by the Allottee.

17.3 The Promoter or such person nominated by the Promoter will maintain a separate account of the maintenance charges received from the Allottee as mentioned above. The Allottee agrees that in case the expenses incurred are more, such additional charges will be borne by the Allottee, and the balance amount if any will be handed over to Association.

17.4 The Allottee hereby agrees that if he/she does not pay the maintenance as mentioned above, the Promoter will charge interest and compensation on the said outgoings, and the Allottee shall be liable to pay the same.

17.5 The Promoter shall be entitled to enter into agreement with any person / company / agency for maintenance of the common facilities of the project for months or year with a view to ensure cleanliness thereof. The Allottee and Association shall be bound by the said contract. Similar charges shall not be payable and not to be collected from the unsold apartments, the Allottee herein agrees to the same.

17.6 The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water may be provided temporarily by Promoter from various sources viz. borewell, tankers, corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on project and thus on each apartment and the same will be billed and collected in advance. The collection may be, in advance, on quarterly / half-yearly or yearly basis.

17.7 If the allottee fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the Apartment / unit until the charges are paid.

18. DEPOSITS BY ALLOTTEE WITH PROMOTER FOR SOCIETY / ASSOCIATIONS

The Allottee shall pay to the Promoter ~~a~~ lumpsum of Rs. ----------/- for meeting legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the Association, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. All the expenses relating to conveyance or any other documents, to be executed, such as stamp duty, LBC, registration fees and other incidentals etc. shall be borne and paid exclusively by the Allottee.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i The Promoter has clear and marketable title with respect to the '----------' ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the '----------' and also has actual, physical and legal possession of the '----------' 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 '----------' land.

iv. There are no litigations pending before any Court of law with respect to the '----------' land.

v. All approvals, licenses and permits issued by the competent authorities with respect to the '----------' 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 '----------' and 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 '----------', 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 '----------' , including the said Project and the said 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 Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed or Deed of Declaration of the structure to the allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure of '----------' to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay, subject to terms mentioned hereinabove, 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, till obtaining completion / occupancy certificate of the building.

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 '----------') has been received or served upon the Promoter in respect of the '----------' except those disclosed in the title report.

At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the apartment agreed to be purchased by him as per the terms of the Agreements. The Allottee has hereby given his irrevocable consent therefor.

20. COVENANTS AS TO USE OF THE SAID APARTMENT :

The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated -

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. The Allottee will not utilize common area, passage area, ducting, common terrace, parking etc. for any

kind of storage purpose which may or may not create obstructions to other Allottees.

iii. To carry out at his own cost, time to time, all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association. After possession of the said apartment the Allottee / Association has / have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lifts, power back up, pumps etc. and to carry out timely, necessary repairs as and when required. The Allottee shall abide with the conditions, warranties mentioned in the contracts with the vendors, failure of which the allottee shall solely be responsible regarding the same.

After receipt of the completion certificate from the Aurangabad Municipal Corporation, the Promoters role and responsibility shall become ineffective in case of any addition and/or alteration to the apartment/building is done by the Allottee, any damage caused to the building/s by accident, any tampering with the geometrical section/s of all the buildings for any purpose whatsoever, any overloading of the building/s, lack of maintenance by the Allottee/s association, any event of force majeure, act of God, any natural calamity or manmade occurrences which could not have been envisaged while designing the building/s for which the building is not designed, any act that is detrimental to the building as a whole, failure to communicate to the concerned authorities about deformities in time**.**

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the '----------' and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the '----------' and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up, and until the fulfilment of the terms of the agreement.

x. The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

The Allottee/s shall not be entitled to claim possession of the said apartment until the completion certificate in respect of the said Apartment is received from Aurangabad Municipal Corporation and the Allottee pays all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary deposits, maintenance amount / deposit, service tax, VAT, GST (CGST, SGST, IGST), and other taxes, cess, charges etc payable under this agreement of the said apartment to the Promoters and signed the possession documents, bonds, receipts, etc.

xi. Till a conveyance of the '----------' on which the building in which Apartment is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others,

at all reasonable times, to enter into and upon the '----------' or any part thereof to view and examine the state and condition thereof.

xii. Not to obstruct the construction and development work of the Promoter in the entire project at any time for any reason and in any way.

xiii. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.D.C.L./P.C.M.C., the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and common facilities in proportion to the area of his/her apartment/unit. The Allottee is made aware that such charges are normally more than regular charges as same being considered as commercial use.

xiv. If after delivery of possession of the said apartment/unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee or any other reason, for which the Promoter is not responsible, and written in this agreement, then the Allottee shall be liable to carry out the said repairs and pay cost therefor.

xv. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her apartment/unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottees and occupiers and Promoter in any manner whatever.

xvi. The Allottee/s shall not enclose the terraces adjacent to the apartments in any manner.

xvii. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the Allottee or his workers appointed.

xviii. The Allottee shall not erect dish or other antennae outside the Apartment / building, for his own. He/she/they shall use the common dish for television, and the DTH service provider will be decided by the Promoter only.

xix. After Possession, the Allottee shall fully insure the said apartment at his / her own cost with any insurance company and the Association shall insure the entire building.

xx. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee shall not object for the walking of the other Allottees through parking area and also shall not object for the overhead or underground pipelines, cables, chambers etc. running through the parking used by him/her or even otherwise and shall not take objections in future for the maintenance for the said lines and cables**.**

21. SEPARATE ACCOUNT FOR SUM RECEIVED :

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

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until it is transferred to the Association / Apex Body as hereinbefore mentioned.

23. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the 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/s nor shall the same in any manner prejudice the rights of the Promoter.

24. NAME OF THE PROJECT / BUILDING :

The name of the project on entire land shall be '**Nabhraj Nandanvan Phase II**' and the name of the building on the said project, as per sanctioned layout, shall be 'Wing A or B'. All these names shall not be changed at any time. The name of the Common Association and buildings of other projects shall be decided by the Promoter

PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:

25. The apartment/unit Allottees hereby agree and irrevocably empower the Promoter and anyone of its Partner as power of attorney holder of the apartment/unit Allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI of the said entire land and TDR, paid FSI, premium FSI, or FSI obtained in any form and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI and get the building plan sanctioned, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefore, to register the above documents, to and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter.

26. The Allottee has been made aware that as per AMC rules the Allottees of the project will be liable to undertake maintenance of the Sewage Treatment Plant and Organic Waste Composter at their cost. The Allottee/s and/or its Association shall also be liable to get the license of the Maharashtra Pollution Control Board renewed from time to time and to pay requisite charges for the same, from the date of Occupancy Certificate of the building.

27. Before delivery of possession of the said Apartment the Allottee shall get satisfied himself/herself/themselves about the correctness of the carpet area of the said Apartment and about the quality of construction work and specifications/amenities provided in the apartment, building & project. After delivery of possession the Allottee shall not be entitled to make any complaint therefore and all the rights regarding the same shall be deemed to have been waived.

28. After the possession of the apartment/premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Corporation or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

29. The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the entire land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs. It is made clear that no other specific permission/authority is required from the said Allottee/association for this purpose.

30. It is also understood and agreed by and between the parties hereto that part portion of the terrace space above the said building shall be common for the

use of all the Allottees and the remaining part portion of the said terrace will be used for solar purpose etc, if any such service is provided.

31. It is specifically agreed between the Parties hereto that even if before completion of the entire scheme or sale of all apartments/units, should the Association be registered/formed and or conveyance/Deed Of Declaration is executed, then for the unsold apartments the Promoter herein shall not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses/outgoings/maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. Also the allottees of such apartments shall be liable to pay outgoings/maintenance from the date of allotment and delivery of possession.

32. The Allottee hereby irrevocably authorizes & empowers the Promoter to represent him by executing such documents and forms as may be found necessary, for procuring electricity connection and meter from the MSEB/MSEDCL, water connection from PCMC, municipal property tax assessment and re-assessment, for the said apartment in the name of the Allottee, and for such other record as may be found required to be in the name of the Allottee, before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter shall till the execution of the final conveyance represent the Allottee by signature or otherwise to do all the necessary things/acts in all the departments of the A.M.C., Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEB/MSEDCL, ULC official, Environment, pollution board, Corporation etc. and the same shall stand ratified and confirmed by the Allottee herein.

33. If an Allottee is availing of a loan, he/she may obtain the loan for payment of the consideration agreed hereunder at his/her own costs and risk and the Promoter shall not be liable for the same. However the Promoter will render required help to the Allottee for the above purpose. The help given by the Promoter as above shall not be construed as right of the Allottee and delay or default for the said reason shall be considered as a

default in payment of the consideration by the Allottee. Any communication by the Allottee to be made shall be made in writing (hard copy).

34. The Promoter will be applying to the concerned authorities for giving separate water connection for the building/s and electricity meters and connections for the apartment of the Allottee/s. If there is a delay in obtaining the water and electricity connections from the concerned departments after obtaining occupancy certificate, then in that case until the conveyance**,** the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same (at the cost of Allottee) from the market as per availability, the Promoter may provide electrical connections/water supply at the cost of the Allottee through any other temporary arrangement due to which if there is improper/ insufficient/irregular supply of water/electricity, the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. All costs therefore shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements at the cost of Allottee/s. The Allottee/s has agreed not to raise any complaint regarding the same against the Promoter and the Promoter has executed this agreement relying upon the said assurance given by the Allottee for himself/herself/themselves and as a member of the proposed organization / association.

The Allottee shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and service tax, GST – CGST, SGST IGST, and any tax if applicable thereon). Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his/her consents. The Promoter is entitled to demand charges for such temporarily arrangement in advance, for 12 months, on giving possession of the said apartment.

35. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law (as per the provisions of the Income Tax Act 1961) for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Annual Tax Credit Statement in form 26AS on the Income Tax Department site.

The Allottee shall submit the said certificate to the Promoter before taking the possession of the said apartment/unit or earlier when demanded by Promoter. The Allottee is well-aware and understands that this is his own sole responsibility and should do as aforesaid within the stipulated time.

36. The Allottee has read and understood all the terms and conditions of all the agreements, documents, various permissions, NOC's, indemnity bonds, undertakings etc. with the Collector, Corporation or MSEDCL, MP Board, Government, or any other sanctioning person/authority etc. The Allottee agrees that this agreement is subject to the said terms and the concerned terms are binding on him/her/them.

37. The Promoter has not undertaken any responsibility nor has he agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

38. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

39. 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 a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

40. ENTIRE AGREEMENT

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

41. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties. Without specific prejudice caused to the Allottee, the Allottee has agreed to give unconditional consent to amend the agreement thereby amending time schedule for completion of project, amenities, nature of organization to be formed.

42. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

43. 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.

44. 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 Apartment to the total carpet area of all the Apartments in the Project.

45. 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.

46. 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 Aurangabad 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 Aurangabad.

47. The Allottee and/or Promoter shall present this Agreement 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.

Before the registration of the document at the Office of the Sub-Registrar's ----------, the Allottee/s shall carefully check and verify the contents of the documents, his/her name, address, I.T. PAN Nos., the said apartment details etc. to be appeared in the Index II. The Allottee shall solely be responsible for the same and in the event of any mistake occurred thereafter will be resolved by the Allottee at his/her/their own cost.

48. 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/or notified Email ID/Under Certificate of Posting at their respective addresses at his/her/their address/es specified in the title of this Agreement.

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.

49. 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.

50. The Allottee declares that he/she/they has/have carefully read this agreement and fully understood it and agreed to the contents of this agreement and assured that he/she/they shall abide by all the terms and conditions of this agreement and is aware that only thereupon this written agreement has been executed.

51. In this agreement, singular shall include plural and vice versa, the masculine, feminine, and neutral genders shall, wherever the context do requires, include the other.

52. It is hereby made clear that whatsoever is mentioned above in this agreement, relates to '**Nabhraj Nandanvan Phase II**' only. Hence Allottee has no right etc. on the land of entire land except '**Nabhraj Nandanvan Phase II**'.

53**. 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.

54. GOVERNING LAWS APPLICABLE

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 Aurangabad courts will have the jurisdiction for this Agreement

This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963, OR the Maharashtra Housing (Regulation & Development) Act 2012 and/or the Maharashtra Apartments Ownership Act, 1970 and/or the Maharashtra Cooperative Societies Act 1963 the rules made there under from time to time, as the case may be.

The consideration of the Said Flat as agreed between the Promoter and the Purchaser/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said flat. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and also Maharashtra Apartment Ownership Act 1970, OR the Maharashtra Housing (Regulation & Development) Act 2012. And stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (d). The Flat Purchaser/s herein has/have paid stamp duty of **Rs……/-** along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty and registration fee adjusted against the stamp duty and registration fee payable on the conveyance, which is to be executed by the conveyance the same shall be paid by the Flat Purchaser.

It is further agreed that, if any Sales Tax / SGST, Work Contract Tax, Service Tax / CGST/ IGST, Value Added Tax, Local Body Tax or any other charges become payable on this agreement, the same shall be borne and paid by the Flat Purchaser/s alone.

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

SCHEDULE "A"

Description of the freehold land and all other details:

All that piece and parcel of land and ground situated within the Registration, Sub-District, Taluka ----------, Dist. Aurangabad and situated within the limits of Aurangabad Municipal Corporation being the portion of land out of City Survey / Gut No. --------(part), Mouje ----------, Aurangabad called as entire land admeasuring ------- sq.mtrs. as shown in the plan annexed, and bounded as below:

On or towards the East: ----------
On or towards the South: ----------
On or towards the West: ----------
On or towards the North: ----------

SCHEDULE "B"

Description of the '----------' (which is subject matter of this agreement):

All that piece and parcel of land and ground situated within the Registration, Sub-District, Taluka ----------, Dist. Aurangabad and situated within the limits of Aurangabad Municipal Corporation being the portion of land out of City Survey / Gut. ------- (part), Mouje ----------, Aurangabad called as '----------', admeasuring --------sq.mtrs. approx out of total area of ---------- Sq.mtrs. as shown in the plan annexed, and bounded as below:

On or towards the East: ----------
On or towards the South: ----------
On or towards the West: ----------
On or towards the North: ----------

SCHEDULE "C"

Apartment No. _____ of carpet area admeasuring _____ sq. mtrs. on _____ floor in the ---------- along with usable floor area of enclosed balcony admeasuring _____ sq.mtrs. and attached usable floor area of open terrace area admeasuring _____ sq.mtrs. making a total usable floor area including the carpet area of _____ sq.mtrs. with covered parking space

bearing number _____situated at parking floor, to be constructed upon the '----------' described in Schedule above. The said Apartment is more particularly shown in the plan hereto annexed as Annexure F in Red colour boundary line.

SCHEDULE "D"

COMMON AREAS AND FACILITIES COMMON AMONG FLATS/ UNITS IN BUILDING NO. ----------:

Schedule "E"

COMMON AREA AND FACILITIES COMMON AMONGST ALL THE BUILDINGS/ ASSOCIATIONS IN THE ENTIRE PROJECT:

IN WETNESS WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON DAY OF . 20... by

OWNER/ CO-PROMOTER

Through its authorised

Through its GPA

PROMOTER / DEVELOPER

FLAT/ APARTMENT PURCHASER:

WITNESSES

1

2