

RS.100/- STAMP

ALLOTMENT LETTER

This **POSSESSION RECEIPT** MADE AND EXECUTED ON IS ____ DAY OF _____ IN
THE YEAR 2016.

Between

M/S. ECON DEVELOPERS, (PAN AAEFE3692G) A Partnership Firm, registered under the provisions of the Indian Partnership Act 1932, having its registered office at : Office No. 307/8/9,Ganga Collidium,Gangadham Phase - 1,Marketyard , Pune- 411037

OF THE FIRST PART

AND

1) Name :

Age : Years, OCCUPATION:

ADDRESS :

.....

2) Name :

Age : Years, OCCUPATION:

ADDRESS :

.....

Hereinafter called the **“PURCHASER/S”**(Which expression shall, unless repugnant to the context, means and include his/her/their heirs, executors, administrators and assigns)

OF THE SECOND PART

WHEREAS, All that piece and parcel of land admeasuring about 0 H. 91 R. (9100sq.m.) and 0 H. 92 R (9200sq.m.) out of Gut No. 240 totally admeasuring about 4 H. 83 R of Village- Apatgaon, Taluka & District – Aurangabad is Owned by Owners / Consenting Party herein and there name is duly mutated to the Revenue Record of the said Land Gat No. 240 vide M.E. No. 4075 and 4077 on dt. 24.06.2013 (The said land admeasuring about 0 H. 91 R. (9100sq.m.) and 0 H. 92 R (9200sq.m.) out of Gut No. 240 totally admeasuring about 4 H. 83 R of Village- Apatgaon, Taluka & District – Aurangabad is hereinafter referred to as the “SAID LAND”);

AND WHEREAS, the Owners / Consenting Party herein have purchased the said Land vide Sale Deed dt. 04.06.2013 from its previous owners namely Mr. Padmakar Devidas Rao and others. The said Sale Deeds are registered with the Office of Sub Registrar No. 2 of Aurangabad vide Sr. No. 2015/2013 and 2016/2013;

AND WHEREAS, the Hon’ble District Collector, Aurangabad has permitted passed NA Order No. 265 and 267, both dt. 31.01.2013 and thereby permitted to use the said Land for Non Agricultural purpose;

AND WHEREAS, due to good and sufficient reasons the Owners / Consenting Party herein has entrusted the development rights in respect of the said Land in favour of the Promoter herein vide Development Agreement dt. 06.05.2014 and in order to have a

efficient / effective development further executed a Irrevocable Power of Attorney dt. 06.05.2014 in favour of the Promoter. The said Development Agreement dt. 06.05.2014 and Irrevocable Power of Attorney dt. 06.05.2014 is registered with the office of Sub Registrar No. 2 of Aurangabad vide Sr. No.3170/2014 and 3171/2014 ;

AND WHEREAS, the Promoter / Developer herein has appointed an Architect, structural Engineers for the preparation of various building Plan/s, Lay out/s, structural designs, drawings etc. till the Completion of development work of the said Land;

AND WHEREAS, the Developer / Promoter has got approved the Building Plan/s and designs from Town Planning Department, Aurangabad with Commencement Certificates No. SSA/429 & SSA/430 on dt. 26/02/2014, and accordingly commenced development work of the said land under the scheme name "SHIVAR" in accordance with the sanctioned Plan/s;

AND WHEREAS, the Purchaser/s has/have given offer to the Developer for the purchase of Flat / Bungalow / Row House / Shop No. _____ situate on Building No. _____ in the said Project viz. SHIVAR being constructed / developed by the Promoter / Developer on the said Land, which is hereinafter referred to as the "SAID UNIT" .

NOW THIS POSSESSION RECEIPT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS HEREUNDER:

- 1) The Promoter have hereby delivered the possession of the said unit / shop / office described in the schedule hereunder written to the Purchaser /s , and the Purchaser /s hereby has / have confirmed and admitted the receipt of the possession of the said unit / shop / office from the Promoter.
- 2) The Purchaser / s has relieved and discharged the Promoter from all the duties , obligations, liabilities under the Agreement , undertakings ,and letters between them. The Purchaser /s part has agreed not to question or challenge the agreed consideration of the unit / shop / office , the same having been settled on lump sum basis and after considering all aspects and other terms of the Agreement.
- 3) The Purchaser / s has / have verified and satisfied himself / herself / themselves as regards the provided specifications, amenities, fixtures and fittings, quality of construction in respect of the said unit / shop / office and the possession of the said unit / shop /office duly completed has been handed over to the Purchaser / s in time as agreed upon and Purchaser /s has / have no grievances or objections or complaints or demands or claims of any nature whatsoever in respect of the same.
- 4) The Purchaser / s consent /s and authorize / s the Promoter for exploiting the potentiality of the said land on which the said scheme is developed by consuming , utilizing and disposing off the remaining available FSI in respect of the said lands or any part thereof or otherwise on the said lands at present or in future and for the purpose of consuming such balance and / or additional FSI to construct extensions and / or additional floors as the Promoter may deem fit and proper. The Promoter is also entitled to float FSI / TDR of any other property in the said scheme and on the building in which the said unit / shop / office is situated and sell such additionally constructed FSI / TDR to any persons of their choice.

- 5) The Promoter shall register society / apartment condominium / limited company or any other common organization on construction , sale , and completion of all the building in the layout and the Purchaser / s shall join in forming and registering the society / apartment condominium / limited company and also sign and execute all the applications for registration of apartment condominium / limited company and / or membership of society including the bye-laws of the proposed society / apartment condominium / limited company and duly fill in , and sign to register the organization of all the unit / shop / office purchasers. It is further agreed by the purchaser / s that the deposit at the rate of Rs..... per sq. ft. paid before execution of this possession receipt towards meeting all expenditures for maintenance / repair / improvement of common areas and facilities shall be utilized for the first 2 years only , thereafter the purchaser shall liable to maintain the common areas and facilities as per rules govern by the proposed society / ultimate body which may be formed by the promoter. No objection shall be taken by the Purchases / s part if any changes or modifications are made in the bye-laws if they are required to be persons / purchaser and / or if it is required by the registrar of Co- Operative Societies or any other Competent Authority. The Promoter herein has sole discretion and absolute right to define common areas , restricted area and facilities and percentage of each apartment in the property and prepare rules and regulation and bye-laws of such organization.
- 6) The purchaser / s have agreed and accepted that the water supply and drainage will be provided by the local authorities like Gram panchayat or other Government body of that area. We have provided an individual septic tanks and further if he wishes to connect to the drainage line or he wishes to connect the water supply provided by the local body / Government body / Gram Panchayat etc. he may do so at his own cost.
- 7) The Purchaser / s shall not be entitled to make any alterations or changes in the elevation and outside colour scheme of the said unit / shop / office purchased by him / her / them. The Purchaser / s shall not be entitled to enclose or roof the terrace appurtenant to the said premises / unit and / or the stilt parking space allotted to the Purchaser / s, either partly or fully , either temporarily or permanently in the manner whatsoever. The purchaser shall park their vehicles / cars at appropriate place provide by the promoters. If however , the Purchaser / s commit /s any guilt or breach or non-compliance of he above condition , the Purchaser /s will be solely responsible for the consequences thereof and will indemnify and keep indemnified the Promoters against the same.
- 8) The Purchaser / s shall keep common areas and common toilet clean and good conditions not to spitting / littering in stairs / passages.
- 9) The Purchaser /s shall co-operate to the person of the society / Apartment / Company to collect maintenance charges of the propose society.
- 10) The Purchaser /s shall not be allowed to make use of the terraces over the top floor of the building / s also the open spaces in front of the unit / shop / office which will be the exclusive property of the Promoters and the Promoters and the Developers / Promoters shall be entitled to grant the exclusive right to use, occupy and enjoy all or part of the top terraces to one or more the Purchaser / s or lease out the same to any mobile service companies for installation of their antennas / towers or put the same to legitimate use as the Promoters may deem fit and proper.
- 11) The Purchaser /s part agrees to bear and pay , from the date of completion certificate of the said unit / shop / office or from the date of possession of the said unit / shop / office , (which is earlier) all taxes , cesses , water and electricity charges , etc. in respect of the said unit / shop / office.
- 12) In the event of the Promoter obtaining part Completion Certification for the building / wing / unit / shop / office , the Purchaser / s shall not object to the

construction work being carried out by the Promoter of the incomplete part and shall not raise any complaints and also the Purchaser shall use the unit / shop / office and common amenities with care and caution and the Promoter shall not be responsible for any mis-hap , accident etc.

- 13) As the promoter has applied to the concerned authorities for giving for the building / wings and electricity meters and connections for the unit / shop office and unit obtaining the electricity connections from the concerned departments promoter has provided electrical connections, through temporary arrangements due to which if there is improper supply of water , electricity hereby irrevocably consents it in the said interim period.
- 14) As the Promoter has provided temporary electric connection from common electric meter and therefore purchaser does hereby agrees to pay the electric charges at pro-rata basis for the said usage and in no circumstances & condition shall ask promoters to refund the same, in present or future whatsoever.
- 15) The Purchaser / s hereby irrevocably consents , authorizes the Promoter or his agent or person appointed or authorized by them to represent him / her / them, in all matters regarding formation of the society , MSEB , property tax assessment and reassessment before the concerned authorities , etc. and decisions taken by the party of the one part in this regard shall be binding on the Purchaser / s. The Purchaser / s can represent the Promoter to do all necessary things / acts in all departments of the Municipal Corporation , Collectorate , Road , Water , Building Tax assessment , Govt. and Semi-Govt. departments, MSEB , ULC officials , etc. and the same shall stand ratified and confirmed by the Purchaser / s.
- 16) The Promoter hereby gives their consent and has no objection for use of the remaining units in the building and other building in the project layout , wholly or in part for office and / or any commercial use as may be permitted by the Promoter or the local authority or the society.
- 17) The Purchaser / s has given irrevocable consent to Promoter to make necessary changes in the sanction layout of the entire project on which the said unit / shop / office and building are located and get the revised plans sanctioned from the concerned authority. The purchaser / s has no objection to the location of or shifting of the open space , roads , drainage lines , water lines , water meters , electrical meters, cables, transformers , water tanks , garbage bins , street lights , electrical poles , common areas and amenities , entrance gates , etc.
- 18) The Purchaser /s has given irrevocable consent to the Promoter to utilize and take connections from water , electricity sewage or drainage lines and other conveniences in the building / wings / project at their cost as and when it requires to do so for carrying out further development in the project.
- 19) The Purchaser /s hereby agrees that any additional liability arising in respect of registration fee , stamp duty ,GST or any other government charges or taxes, etc , at any time , shall be borne and paid by the Purchaser /s and the Promoter shall not be liable or responsible for the same.
- 20) The Purchaser /s Shall be liable to bear and pay the proportionate share of outgoings in respect of the said property and building /s constructed thereon , namely , local taxes , betterment charges or such other levies i.e. Service Tax & VAT etc. by the concerned Local Authority and / or Government , Water Charges , Insurance , etc.
- 21) This possession receipt shall always be treated as a part and parcel of the said Agreement dated/...../..... Which shall remain in full force and effect and binding on the Purchaser / s along with the voluntary confirmation made by the Purchaser / s under this POSSESSION RECEIPT.

SCHEDULE OF THE SAID LAND ABOVE REFERRED TO
(The Said Land herein above mentioned)

All that piece and parcel of below mentioned land out of **Gat No. 240** totally admeasuring about **4 H. 83 R** of **Village Apatgaon, Taluka & District Aurangabad** coming within the limits of Registration District Aurangabad, Sub. District Taluka Aurangabad

A) Land admeasuring 0 H. 91 R, which land is bounded as under :

ON OR TOWARD EAST : By land of Mr. Abdul Shaikh out of
Gat No. 240,
ON OR TOWARD SOUTH : By Gat No. 240,
ON OR TOWARD WEST : By Gat No. 276,
ON OR TOWARD NORTH : By land of Mr. Satish Taur out of
Gat No. 280 & 281

B) Land admeasuring 0 H. 92 R, which land is bounded as under :

ON OR TOWARD EAST : By land of out of Gat No. 240,
ON OR TOWARD SOUTH : By land of Mr. Mr. Shivaji Rate out
Of Gat No. 280 & 281
ON OR TOWARD WEST : By land of Mr. Shivaji Kuber out of
Gat No. 276,
ON OR TOWARD NORTH : By Gat No. 240

(The Said Unit herein above mentioned)

FLAT / ROW HOUSE / BUNGLOW / SHOP NO. _____

Admeasuring about - _____ Sq.fts. / _____ Sq.mtrs. (Salable)

Adjoining Terrace adm. _____ Sq.fts. / _____

Floor No. _____

Building No. _____

Car Parking No. _____ adm. _____ Sq.fts. / _____

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS ON THE DAY AND DATE HEREINABOVE MENTIONED.**

SIGNED , SEALED, DELIVERED)
BY THE WITHIN NAMED OWNERS)
THROUGH THEIR P.O.A.)
_____)
(OWNERS)

SIGNED, SEALED, DELIVERED

BY THE WITHIN NAMED PROMOTER

M/S. ECON DEVELOPERS,

Through its Partner,

(PROMOTER / DEVELOPER)

)
)
)
)
)
)

SIGNED, SEALED , DELIVERED

BY THE WITHIN NAMED PURCHASER

(PURCHASER)

)
)
)
)

IN PRESENCE OF:

1. SIGN:

ADDRESS:

NAME:

2. SIGN:

ADDRESS:

NAME: