

Ref:

Date:

ALLOTMENT LETTER

We, M/s. -----, -----, Aurangabad. 431001, through its authorized ----- :- Mr. -----, do hereby confirm to have delivered the vacant and on the spot possession of Shop/office/Store/Flat/ Row- House No. , **Admeasuring Area Sq.m.** on Floor, Situated at **Plot No. ----- CTS No./Gut No. -----** -----, Aurangabad, in “-----” Complex. Shop/office/Store/Flat/ Row- House as shown in Sale Deed plan, to Mr. / Mrs. -----, presently resident at ----- In pursuance of Regd. Sale Deed Sr. No. at the office of Sub Registrar Aurangabad on dated .

We have reserve the right to construct / develop on upper terrace if TDR / FSI increase by authority in future. The Owner / Vender have right to build flat on upper terrace and then after upper terrace of constructed treated as a common terrace.

For M/s. -----

AFFIRMATION

We, **Mr. / Mrs** , presently resident at
, Received the vacant physical passion of Shop/office/Store/Flat/ Row-House No.
, Sq.m. on Floor, Situated at **Plot No. --- CTS No. Gut**
No. ----- Garkheda, Aurangabad, in “-----”, complete in all respects of the
above said flat. The quality of work is sound and good condition.
We have confirmed that, the Owner/vendor have the right to construct /
develop on terrace if FSI / TDR increase by authority in future any time.
The
Owner / Vender have right to build flat on terrace and then after upper
terrace of
constructed area treaded as a common terrace.

Purchaser : **Mr./Mrs.**
Flat No. , -----
-----,

--
Aurangabad.

|| Shree Gajanan Prasanna ||
ARTICLES OF AGREEMENT

THIS ARTIALES OF AGREEMENT IS MADE AND EXECUTED AT AURANGABAD ON THIS 14th DAY OF OCTOBER 2019.

M/s D. A. Borade and Sons

Register Partnership firm
Registered under the Indian Partnership Act 1932
Having it's office a
Through its Partners

1. Mr. Dnyaneshwar Asaram Borade,

Age – 50 years, Occup. Business
PAN: AGXPB3245P

2. Mr. Ajinkya Dnyaneshwar Borade,

Age – 27 years, Occup. Business

Hereinafter referred to as “the Promoter of the One Part

AND

Mr. _____

Age – ____ years,
Occup: _____ PAN: _____
ADDRESS. _____

Hereinafter referred to as “the Flat/showroom/office/restaurant
Purchaser of the Second Part"

AND

1. Smt. Pushpa Pandhrinath Borde
Age – 50 years, Occup. House hold
Through their Power of Attorney Holder
M/s D. A. Borade and Sons
Through its Partner

Mr. Dnyaneshwar Asaram Borade

AND Mr. Ajinkya Dnyaneshwar Borade

Hereinafter referred to as “the Consenting Party of the Third Part"

WHEREAS All that piece and parcel of the land admeasuring 00 H 45R i.e. 4500 Sq. Mtrs. out of the land bearing S. No. 101 admeasuring in all 70 H 70 R and situated at village Shendra Jahangir, Taluka Aurangabad, Dist. Aurangabad and within the registration limits of Sub Registrar Aurangabad and also within the limits of **Town Planning** Said plot was an ancestral property of Party of the third part i.e. Owners from No. 1. HerName is mutated in the 7/12 extract by mutation entry No. 4191.

AND WHEREAS the above owner decided to develop the said property for their members and due to their financial and technical difficulties has

agreed to give development right in favour of present Builder, which is more particular described in the schedule I written herein under.

Thereafter Smt. PushpaPandhrinathBorde and others entered into an Development agreement & Power of Attorney in the name of to M/s D. A. Borade and Sons, through its Partners Mr. DnyaneshwarAsaramBorade and Mr. AjinkyaDnyaneshwarBorade, by executing development agreement and power of attorney dated 20/08/2018 which is registered in the office of the joint Sub RegistrarAurangabadNo.01AurangabadatSerialNo.4126and4127on20/08/2018. M/s D.A. Borade and Sons, agreed to give (53% construction in commercial and 40% residential) the proposed construction by way of consideration to Smt. PushpaPandhrinathBorde. Thereby M/s D. A. Borade and Sons, through its Partners Mr. Dnyaneshwar Asaram Borade and Mr. Ajinkya Dnyaneshwar Borade have got right, title and interest to develop the said property.

The Developer / Builder herein had obtained sanction to the building plans from Director of Town Planning of Aurangabad, vide Commencement Certificate No.जा.क्र.बांधकामपरवानगी/मौ.शेंद्राजहांगीर/ता.औ,बाद/ससंऔ/१२८३दि. २१/०६/२०१९,And Order from District Collector Revenue Department Building Permission (मशाक /जमीन - १/एनएपी -३४/प्र . क्र . १००), Dated 07/08/2019, which has to be renewed or revised from time to time for the purpose of use full allowable FSI of the said land and permitted to use the FSI of other properties on the said land.

The Developer / Builder herein had obtained N. A. Order from District Collector RevenueDepartment Aurangabadbearing No.जा.क्र.२०१८/मशाक /जमीन - १/एनएपी -३४/प्र.क्र.३८८दि. ०८/०३/२०१९ The said Property converted from Agriculture to non Agriculture.

WHEREAS by an Agreement dated .20th day of August 2018/Power of Attorney dated 20/08/2018 executed between Smt.PushpaPandhrinathBorde and others (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter a development rights to the piece or parcel of freehold land lying and being at Shendrajahangir in the Registration Sub-District of Aurangabad admeasuring 4500.00 sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the said land") and to construct thereon building/s in accordance with the terms and conditions containedintheDevelopmentAgreement/PowerofAttorney;

AND WHEREAS as a result of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as " the Ceiling Act) which came into force in the State of Maharashtra on the 17thFebruary 1976 Vendor/Lessor/Original Owner/Promoter were not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act;

ANDWHEREAS theVendor/Lessor/OriginalOwner/Promoterhaving been shown to be the owner of the said land in the Government and revenue records, the Vendor/Lessor/Original Owner/Promoter submitted to the Government of Maharashtra (hereinafter referred to as " the Government") in the name of the Vendor/Lessor/Original Owner and/or Promoter an application under section 20 of the Ceiling Act for exempting the said land from the provisions of the CeilingAct.

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter being in possession of the said land and buildings thereon will be demolishing/have demolished the old buildings and structures and constructing/has constructed instead new multistoried buildings thereon.

AND WHEREAS permission contemplated by section 22 of the Ceiling Act for Development has been obtained by the Vendor/Lessor/Original Owner/Promoter.

AND WHEREAS the Promoter has proposed to construct on the said land (here specify number of buildings) G + 7 Storied buildings of ground floor at stilt level and (here specify number of floors) G + 7(hereinafter referred to as " the said building/s");

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or 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/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter alone has the sole and exclusive right to sell the Flat/showroom/office/restaurants in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the purchaser/s of the Flat/showroom/office/restaurants to receive the sale price in respect thereof;

AND WHEREAS the Flat/showroom/office/restaurant Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat/showroom/office/restaurant Purchaser of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects Messrs. "**SAMRUDDHI ORCHID**" and of such other documents as are specified under the Maharashtra Housing (Regulation and Development) Act, 2012 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Flat/showroom/office/restaurants are constructed or are to be constructed and the copies of the plans and specificationsoftheFlat/showroom/office/restaurantagreedtobepurchasedbytheFlat/showroom/office/restaurantPurchaserapproved by the concerned local authority have been annexed hereto and marked Annexure 'A' , 'B', and 'C' respectively.

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

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 said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Promoter has registered the Project SAMRUDDHI ORCHID under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai on _____ under registration No _____ have been annexed and marked as Annexure

AND WHEREAS the Flat/showroom/office/restaurant Purchaser applied to the Promoter for allotment to the Flat/showroom/office/restaurant Purchaser of Flat/showroom/office/restaurant No. ____ on ____ floor in building No. ____ situated at **Samruddhi Orchid**.

AND WHEREAS prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Mah.XXIV of 1961) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat/showroom/office/restaurant Purchaser has made a declaration to the effect firstly, that neither the Flat/showroom/office/restaurant Purchaser nor the members of the family (family as defined under the Urban Land (C&R) Act of 1976) of Flat/showroom/office/restaurant Purchaser own a tenement, house or building within the limits of Town Planning (Name of town in which Flat/showroom/office/restaurant applied for is located);

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the Flat/showroom/office/restaurant Purchaser a Flat/showroom/office/restaurant at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Flat/showroom/office/restaurant Purchaser has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ only)**, being part payment of the sale price of the Flat/showroom/office/restaurant agreed to be sold by the Promoter to the Flat/showroom/office/restaurant Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) which shall in no event exceed twenty per cent, of the sale price of the Flat/showroom/office/restaurant agreed to be sold to the Flat/showroom/office/restaurant Purchaser, and the Flat/showroom/office/restaurant Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter shall construct the said building/s consisting of ground and 7 upper floors on the said land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Flat/showroom/office/restaurant Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them;

Provided that the Promoter shall have to obtain prior consent in writing to the Flat/showroom/office/restaurant Purchaser in respect of variations or modifications which may adversely affect the Flat/showroom/office/restaurant of the purchaser except any alteration or addition required by any Government authorities or due change in law.

2. The Flat/showroom/office/restaurant Purchaser hereby agrees to purchase _____ from the _____ Promoter and the Promoter hereby agrees to sell to the Flat/showroom/office/restaurant Purchaser one Flat/showroom/office/restaurant No. _____ of _____

the type **Flat/showroom/office/restaurant/Show room/Office/Restaurants** of carpet area admeasuring _____ **Sq. ft.** i.e. _____ sq. meters (which is inclusive of the area of balconies) on _____ floor as shown in the Floor plan thereof hereto annexed and marked Annexure (hereinafter referred to as "the Flat/showroom/office/restaurant") for the price of **Rs. _____/- (Rupees _____ only)** including **Rs. _____/-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith.(the price of the **Flat/showroom/office/restaurant** including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately) The Flat/showroom/office/restaurant Purchaser hereby agrees to pay to that Promoter the balance amount of purchase price of **Rs. _____/- (Rupees _____ only)** having been paid to the Promoter on or before the execution of this Agreement in the following manner:-

- i. Amount of (not exceeding 10% of the transaction price) to be paid the Promoter on or before the execution of Agreement
- ii. Amount of (not exceeding 40% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/showroom/office/restaurant is located.
- iii. Amount of (not exceeding 65% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/showroom/office/restaurant is located.
- iv. Amount of (not exceeding 75% of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, doors and windows of the building or wing in which the said Flat/showroom/office/restaurant is located.
- v. Amount of (not exceeding 85% of the transaction price) to be paid to the Promoter on completion of the flooring, plumbing and external plaster of the building or wing in which the said Flat/showroom/office/restaurant is located.
- vi. Amount of (not exceeding 90% of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings, elevation, terraces with waterproofing, staircases, lift wells, lobbies at each floor level of the building or wing in which the said Flat/showroom/office/restaurant is located.
- vii. Amount of (not exceeding 95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale or by statute to obtain occupation certificate of the building or wing in which the said Flat/showroom/office/restaurant is located.
- viii. Remaining Amount of at the time of handing over of the possession of the Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser on or after receipt of occupation certificate.

As the Completion Certificate of the said building as issued by the Town Planning therefore the percentage stages of the payment of the Consideration is not required.

The Purchaser/s herein is/are well aware of progress as to the construction at building at site and considering advance progress in construction, the Purchaser/s herein on or before signing this agreement has **paid Rs. _____/- (Rs. _____ Only)** Paid at the time of booking by Cheque No. _____ drawn on _____ Bank Branch _____, dated _____ **and further has / have agreed pay balance consideration of Rs. _____/- (Rupees _____ -**

_____ only) to the Developer / Builder Will be paid Within 30 days by taking loan From Financial Institute/Nationalize Bank/My Self.

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

4. The Promoter hereby declares that the Floor Space Index available in respect of the said land is 4500.00 square meters only and that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter, elsewhere, then the Promoter shall furnish to the Flat/showroom/office/restaurant Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by him. In case while developing the said land the Promoter has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index have been disclosed by the Promoter to the Flat/showroom/office/restaurant Purchaser.

5. In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall, before handing over possession of the Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favor of a corporate body to be formed by the purchasers of Flat/showroom/office/restaurants/shops/garages in the building to be constructed on the said land (hereinafter referred to as " the Society"/ " the Limited Company") make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Promoter in favour of the said Society/Limited Company.

6. The Flat/showroom/office/restaurant Purchaser agrees to pay to the Promoter interest at nine per cent per annum on all the amounts which become due and payable by the Flat/showroom/office/restaurant Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the purchaser to the Promoter.

7. On the Flat/showroom/office/restaurant Purchaser committing default in payment on due date of any amount due and payable by the Flat/showroom/office/restaurant Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat/showroom/office/restaurant Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat/showroom/office/restaurant Purchaser fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and

Default shall have been made by the Flat/showroom/office/restaurant Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice;

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat/showroom/office/restaurant Purchaser the instalments of sale price of the Flat/showroom/office/restaurant which may till then have been paid by the Flat/showroom/office/restaurant Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat/showroom/office/restaurant Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat/showroom/office/restaurant to such person and at such price as the Promoter may in his absolute discretion think fit.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat/showroom/office/restaurant are those that are set out in Annexure 'E' annexed hereto.

9. The Promoter shall give possession of the Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser on or before **31 August 2024**. If the Promoter fails or neglects to give possession of the Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser on account of reasons beyond his control and of his agents as per the provisions of sub-section (b) of section 16 Maharashtra Housing (Regulation and Development) Act, 2012 by the aforesaid date or the date or dates prescribed in sub-section (b) of section 16 of the said Act, then the Promoter shall be liable on demand to refund to the Flat/showroom/office/restaurant Purchaser the amounts already received by him in respect of the Flat/showroom/office/restaurant with interest at a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in sub-section (b) of section 16 have been satisfied or not will be referred to the Housing Regulatory Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat/showroom/office/restaurant Purchaser there shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flat/showroom/office/restaurant is situated or was to be situated:

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/showroom/office/restaurant on the aforesaid date, if the completion of building in which the Flat/showroom/office/restaurant is to be situated is delayed on account of-

- a) non-availability of steel, other building material, water or electric supply;
- b) war, civil commotion or act of God;
- c) any notice, order, rule, notification of the Government and/ or other public or competent authority.

Note - The provisions of this proviso are not mandatory but negotiable.

10. The Flat/showroom/office/restaurant Purchaser shall take possession of the Flat/showroom/office/restaurant within before 31 August 2024 from this agreement of the Promoter giving written notice to the Flat/showroom/office/restaurant Purchaser intimating that the said Flat/showroom/office/restaurant are ready for use and occupation:

Provided that if within a period of five years from the date of handing over the Flat/showroom/office/restaurant to the Flat/showroom/office/restaurant Purchaser, the Flat/showroom/office/restaurant Purchaser brings to the notice of the Promoter any defect in the Flat/showroom/office/restaurant or the building in which the Flat/showroom/office/restaurant are situated or

the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Flat/showroom/office/restaurant Purchaser shall be entitled to received from the Purchaser compensation for such defect or change. If there is a dispute regarding any defect in the building or material used or any unauthorized change in the construction, the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Housing Regulatory Authority, be referred for decision to such officer not below the rank of an Executive Engineer as the State Government may, by general or special order, specify in this behalf.

11. The Flat/showroom/office/restaurant Purchaser shall use the Flat/showroom/office/restaurant or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking the Flat/showroom/office/restaurant Purchaser's vehicle.

12. The Flat/showroom/office/restaurant Purchaser along with other purchasers of Flat/showroom/office/restaurants in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat/showroom/office/restaurant Purchasers 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 the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 30 days of the same being forwarded by the Promoter to the Flat/showroom/office/restaurant Purchaser, so as to enable the Promoter to register the organization of Flat/showroom/office/restaurant Purchaser under section 18 of the said Act within the time limit prescribed by rule 11 of the Maharashtra Housing (Regulation and Development) (General) Rules, 2014. No objection shall be taken by the Flat/showroom/office/restaurant Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13. Unless it is otherwise agreed to by and between the parties here to the Promoter shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the building/s by obtaining or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favor of such Society or Limited Company or Apex Body/Federation, as the case may be, and such conveyance/ assignment of lease shall be in keeping with the terms and provisions of this Agreement.

14. Within 15 days after notice in writing is given by the Promoter to the Flat/showroom/office/restaurant Purchaser that the Flat/showroom/office/restaurant is ready for use and occupation, the Flat/showroom/office/restaurant Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat/showroom/office/restaurant) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society Limited

Company is formed and the said land and building/s transferred to it, the Flat/showroom/office/restaurant Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat/showroom/office/restaurant Purchaser further agrees that till the Flat/showroom/office/restaurant Purchaser's share is so determined the Flat/showroom/office/restaurant Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amount so paid by the Flat/showroom/office/restaurant Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 20(1) of the said Act, on such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Flat/showroom/office/restaurant Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat/showroom/office/restaurant Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:-

- a) Rs. 10,000 for legal charges.
- b) Rs. 600 for share money, application entrance fee of the Society or Limited Company.
- c) Rs. 1000 for formation and registration of the Society or Limited Company.
- d) Rs. 1400 for proportionate share of taxes and other charges.

Total Rs. **13,000/-**

16. The Promoter shall utilize the sum of Rs **13,000/-** paid by the Flat/showroom/office/restaurant Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engraving this Agreement and the conveyance or assignment of lease.

17. At the time of registration the Flat/showroom/office/restaurant Purchaser shall pay to the Promoter the Flat/showroom/office/restaurant Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

18. The Flat/showroom/office/restaurant Purchaser/s or himself/themselves with intention to bring all persons into whose hands the Flat/showroom/office/restaurant may come, hereby covenants with the Promoter as follows:-

- (a) To maintain the Flat/showroom/office/restaurant at the Flat/showroom/office/restaurant Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Flat/showroom/office/restaurant is taken and shall not do or suffer to be done anything in or to the building in which the Flat/showroom/office/restaurant 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 Flat / showroom /office /restaurant is situated and the Flat /showroom /office /restaurant itself or any part thereof without the consent of the local authorities, if required.
- (b) Not to store in the Flat/showroom/office/restaurant 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 Flat/showroom/office/restaurant 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 Flat/showroom/office/restaurant is situated, including entrances of the building in which the Flat/showroom/office/restaurant is situated and in case any damage is caused to the building in which the Flat/showroom/office/restaurant is situated or the Flat/showroom/office/restaurant on account of negligence or default of the Flat/showroom/office/restaurant Purchaser in this behalf, the Flat/showroom/office/restaurant Purchaser shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said Flat/showroom/office/restaurant and maintain the Flat/showroom/office/restaurant in the same condition, state and order in which it was delivered by the Promoter to the Flat/showroom/office/restaurant Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/showroom/office/restaurant is situated or the Flat/showroom/office/restaurant 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 Flat/showroom/office/restaurant Purchaser committing any act in contravention of the above provision, the Flat/showroom/office/restaurant Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the Flat/showroom/office/restaurant 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 Flat/showroom/office/restaurant or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat/showroom/office/restaurant is situated and shall keep the portion, sewers, drains and pipes in the Flat/showroom/office/restaurant 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 Flat/showroom/office/restaurant is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/showroom/office/restaurant without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat/showroom/office/restaurant is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/showroom/office/restaurant in the compound or any portion of the said land and the building in which the Flat/showroom/office/restaurant is situated.
- (g) Pay to the Promoter within 30 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 Flat/showroom/office/restaurant is situated.
- (h) 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 Flat/showroom/office/restaurant by the Flat/showroom/office/restaurant Purchaser to any purposes other than for residential purpose.
- (i) The Flat/showroom/office/restaurant Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/showroom/office/restaurant until all the dues payable by the

Flat/showroom/office/restaurant Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat/showroom/office/restaurant Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/showroom/office/restaurant Purchaser has intimated in writing to the Promoter

- (j) The Flat/showroom/office/restaurant Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Flat/showroom/office/restaurants 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 Flat/showroom/office/restaurant Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Flat/showroom/office/restaurant 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.
- (k) Till a conveyance of the building in which Flat/showroom/office/restaurant is situated is executed the Flat/showroom/office/restaurant Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

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

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/showroom/office/restaurants or of the said Plot and Building or any part thereof. The Flat/showroom/office/restaurant Purchaser shall have no claim save and except in respect of the Flat/showroom/office/restaurant hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoter until the said land and building is transferred to the Society/Limited Company or other body as hereinbefore mentioned.

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

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

23. All notices to be served on the Flat/showroom/office/restaurant Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/showroom/office/restaurant Purchaser by Registered Post A.D. / Under Certificate of posting at his/her address specified.

24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THEPARTIES

hereto that the terrace space in front of or adjacent to the terrace Flat/showroom/office/restaurants in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Flat/showroom/office/restaurant and such terrace spaces are intended for the exclusive use of the respective terrace Flat/showroom/office/restaurant Purchaser. The said terrace shall not be enclosed by the Flat/showroom/office/restaurant Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the LimitedCompany.

25. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) and the rules made thereunder/said Act and the rules madethereunder.

Note. – Testimonial clause to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

First Schedule

Above Referred to

(Description of the freehold/leasehold land and all details as referred to in clauses (a), (b), and (e) of the sub-section (2) of section 3 as well as sub-section (2)(b) of section 9 of the said Act.

In case of a layout, in addition, the Promoter shall also disclose all the details as referred in sub-section (3) (a),(b),(c) and (d) of section 3 of the said Act.)

Second Schedule Above Referred to (Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities asreferredinsub-section(2)(a)ofsection9.)

No. _____

RE. :

ANNEXURE –A

Advocate _____

Address : _____,

Date: _____

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of the said Flat/showroom/office/restaurant the Vendor/Lessor/Original Owner / Promoter is clear, marketable and free from encumbrances, charges and /or claims.

The Schedule Above Referredto
(Description ofproperty)

Place: Aurangabad
Dated 14/10/2019

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE –B

All that piece and parcel of the land admeasuring 00 H 45 R i.e. 4500 Sq. Mtrs. out of the land bearing S. No. 101 admeasuring in all 00 H 70 R and situated at village Shendra Jahangir, Taluka Aurangabad, Dist. Aurangabad and within the registration limits of Sub Registrar Aurangabad and also within the limits of Town Planning and bounded as:

On or towards :

East : GUT NO.101

South : GUT NO.103

West : By ODHA

North : AURANGABAD JALNA ROAD

ANNEXURE –C

(Copy of the plans and specifications of the Flat/showroom/office/restaurant as approved by the concerned local authority).

ANNEXURE –D

Details of the Said Accommodation

Carpet area about _____ Sq. Meters i.e _____ Sq. Fts.

Flat/showroom

m/office/restaurant

No. :-

____Floor:____

____Building :-

In SAMRUDDHI ORCHID consisting of Along with exclusive right to use adjacent terrace admeasuring about _____Sq. Meters i.e. _____Sq. Fts. as terrace, and one Covered parking admeasuring about _____ **Sq. Mtrs.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED
THEIR RESPECTIE HANDS HEREUNDER AT PUNE ON THE ABOVE SAID DATE.

Smt. Pushpa Pandharinath Borde
Through their GPA holder
Mr. Dyaneshwar Asaram Borade
Mr. Ajinkya Dnyaneshwar

BUILDER & DEVELOPERS
M/s D. A. Borade and Sons
Through its Partners

- 1. **Mr. Dyaneshwar Asaram Borade**
- 2. **Mr. Ajinkya Dnyaneshwar**

Purchaser

- 1.
- 2.

WITNESS

1. Sign :
Name :
Address:

2. Sign :
Name :
Address:

ANNEXURE –E
(Specification and amenities for the Flat /
showroom / office / restaurant),

SPECIFICATION

- **Structure**

Earthquake Resistant RCC Frame.
Electrical
Fire Resistance Electrical Wire, Modular Switches .

- **Windows**
Powder Coated Aluminum 3 Track Sliding Automatic Locking windows
With Mosquito Net, Powder Coated Aluminum Louvered Windows, M S
Safety Grills For Windows
- **Plumbing**
Concealed Plumbing and Cockroach Prevention Trap Elegant C. P.
Fitting in Bath and Toilet
Branded Sanitary Fitting
- **Door**
Main Door : Frame Veneer / Laminated Door Frame With polish
Shutter: Flush Door Veneer/ Laminated with branded Hardware
Accessories
Internal Door :
Flush Door and Branded Hardware Accessories, Bathrooms With
Marble at flooring side and other wooden door Frame.
- **Plaster:**
Internal Wall : Sanla Finish
External Wall: Sand Face
Cement plaster / Texture
- **Flooring:**
2" x 2" Branded Vitrified Tile For all rooms, Anti Skid / Rustic Ceramic
Tiles in Bathrooms 7'.00" ft Height Dado.
- **Brick Work:**
Internal / External : 4"/6" Red Bricks
- **Kitchen :**
Polished Granite Kitchen Counter Top, Stainless steel Sink With Drain
Board Glazed Dado Tiles Above Kitchen Platform up to 2'.0", Fro
Exhaust Fan.
- **Paints :**
Acrylic Oil Bound Distemper on internal Walls, Texture / Cement Paint on
External Walls.

AMENITIES

- ❖ Children Play Area.
- ❖ Solar Water Heater
- ❖ Rain Water Harvesting

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

Received of and from the Flat/showroom/office/restaurant Purchaser above named the sum of Rupees **Rs. _____/- (Rupees _____only)** being within Ten per cent. of the sale price of the Flat/showroom/office/restaurant as advance payment or deposit paid by the Flat/showroom/office/restaurant Purchaser to the Promoter.

I say received. The Promoter/s.

