AGREEMENT TO ASSIGNMENT

Agreement to assign of a flat/ office/ shop/ Go-down located in **"SAMARTH PUSHPAK"** situated at property Plot No.1 in Gut No.126/1 {part}, Sector –K,NS-1, Satara Tq & Dist. Aurangabad

The stamp value of **Rs.** /- and actual sale value **Rs.** /-.

This agreement to sale is executed to day on ----- of April 2021, at Aurangabad, between

Deepali d/o Pandurang Mane
{Deepali w/o Kalidas Shewale}
Age : 48 years **occ.:** Service
R/o.: Thakre Nagar Aurangabad
PAN NO:AQFPM3499L

THROUGH HER GPA

1. **Mr.Vishnukant s/o Govind Debadwar**
Age : 46 years , **Occ**.: Business
R/o.: Shiram Niwas , 12th scheme, Shivaji Nagar, Aurangabad

2. **Mr. Gajanan s/o Ratan Chaudhari**
Age : 51 years , **Occ.:** Business
R/o.: Matoshri 12 th scheme, Shivaji Nagar Aurangabad.

3. **Mr. Arvind Nagnathrao Kendre**
Age : 46 years , **Occ.**: Business
R/o.: 103, 104 Samarth Nagar Aurangabad

(Hereinafter called as **OWNER** which expression shall mean and include all her legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

Sandhya w/o Mahadeo Dattatraya Makane
Age : 50 years occ.: Housewife
R/o.: Lake View Co-operative Housing Society

H-4 0/3, Sector 14 Airoli,Navi Mumbai 400708
PAN : AVSPM9471C

THROUGH HER GPA

1. **Mr.Vishnukant s/o Govind Debadwar**
Age : 46 years , **Occ.**: Business
R/o : Shiram Niwas , 12th scheme, Shivaji Nagar, Aurangabad

2. **Mr. Gajanan s/o Ratan Chaudhari**
Age : 51 years , **Occ.:** Business
R/o.: Matoshri 12 th scheme, Shivaji Nagar Aurangabad

3. **Mr. Arvind Nagnathrao Kendre**
Age : 46 years , **Occ.:** Business
R/o.: 103, 104 Samarth Nagar Aurangabad

(Hereinafter called as **CONSENTING PARTY** which expression shall mean and include all her legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

M/s. Samarth Vastupurti, A partnership firm,
PAN NO. ACLFS0452M
Through its partners:

1) **Vishnukant s/o Govind Debadwar,**
Age: 43 years, **Occupation:** Business,
R/o: Shriram Niwas, 12th Scheme,
Shivaji Nagar,CIDCO, Aurangabad
PAN NO. ALSPD2186M

2) **Gajanan s/o Ratan Chaudhari,**
Age: 48 years, **Occupation-** Business.
R/o: Matoshri, Shivajinagar, 12th Scheme,
CIDCO, Aurangabad.

PAN NO. AAMPC0744R

3} **Arvind s/o Nagnathrao Kendre**
Age: 43 years, **Occupation** Business.
R/o: 103/104, Smarth Nagar, Aurangabad.
PAN NO. ASZPK6703H

(Hereinafter called as "**PROMOTER /DEVELOPER/ BUILDER "**, which expression shall mean and include all the present and future partners of the firm, all their heirs, successors, legal representatives, executors, administrators and assignees).

A N D

Mr. _____S/o _____,
Age : _____, Occupation :- _____
R/o.: _____,

(Hereinafter called as "**PURCHASER**" which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees).

WHEREAS the property Plot No.1, admeasuring 425.50 Sq. Mtrs situated at Gut No.126/1 {part}, Sector –K,NS-1, Satara Tq & Dist. Aurangabad is allotted by Cidco Authority to owner as per allotment letter dated 04/02/2009 but however as owner was not having the required finance to depositing the premium of the said plot in Cidco and hence owner approached and requested to the consenting party to deposit 50 % of the premium of the said plot in CIDCO thereby agreeing to give 50 % share / rights of the said plot. Therefore 50 % premium for the said plot was deposited through demand drafts payable to Cidco by consenting party to Cidco in the name of owner.

AND WHEREAS Cidco Authority thereafter executed registered agreement to lease dated 07/03/2013, registered at sr no.1148 and registered lease deed dated 16/10/2017, registered at sr no. 3878 at the office of Sub- Registrar Aurangabad, in respect of said plot.

AND WHEREAS, owner entered into registered development agreement in respect of said property plot no.1 specifically described in schedule- A with **M/s. Samarth Vastupurti**

under the development agreement dated 11/07/2017 registered at sr no.2923 and the said development agreement is consented by consenting party.

AND WHEREAS, in view of the development agreement referred above, the owner and consenting party also executed the registered power of attorney dated 11/07/2017 , registered at sr no. 2925 in favour of the promoter thereby exclusive rights to execute agreement for assignment, deed of assignment in respect of entire construction except the construction retained by owner , is given in the promoter and as such promoter is entitle to execute this agreement and receive the sale consideration in respect thereof.

AND WHEREAS the deed of correction to above referred development agreement is executed on 28/02/2020 , registered at sr no.1425, at the office of sub-Registrar Aurangabad

AND WHEREAS construction permission in respect of the said plot described in schedule A is obtained from Municipal Corporation Aurangabad on dated 11/06/2019 in file no. 805/17/2018-19, vide commencement certificate no. 47/2019-20 and the copy of construction plan is annexed herewith at **SCHEDULE – C.**

AND WHEREAS, declaration U/s 2 of the Maharashtra Apartment Ownership Act is executed and registered on dated 02/03/2021 at Sr. No. 1956, and thereby proposed site nomenclature as **"SAMARTH PUSHPAK"** is submitted to the provisions of the Maharashtra Apartment Ownership Act and as per the construction permission referred above as well as declaration, there are seven floors as Basement Floor, Ground Floor, First Floor , Second Floor , Third Floor , Fourth Floor and Fifth Floor in the said **SAMARTH PUSHPAK** project and in the said declaration details in respect of floors, in respect of flat on each floor, in respect of the common area and facilities of the site is specifically given and the copy of the said declaration is annexed hereto.

AND WHEREAS the Developer entered in to standard agreement with an Architect registered with council of Architect and such agreement is as per the agreement prescribed by the Council of Architect.

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

AND WHEREAS the Developer is going to register the project under the project of Real Estate Regulatory Authority Act with the Real Estate Regulatory Authority

AND WHEREAS the Advocate of the promoter also issued title certificate in respect of the present project and copy of the said title certificate is annexed hereto, along with the copy of 7/12 record in respect of property where the apartment building is being constructed and they are **annexures as A and B.**

AND WHEREAS the authenticated copy of the construction plan of the building are **annexures C-1 and C-2** respectively.

AND WHEREAS the copy of the plan of Apartments under sale is annexures hereto and marked as **Annexure "D".**

AND WHEREAS the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elivations, sections and of the said building and shall obtain the balance approval from various authorities from time to time so as to obtain occupancy certificate of the said building.

AND WHEREAS, purchaser has gone through all the above referred documents and detail contains of the same and also the construction plan, layout plan and plan of the apartment and being totally satisfied with the same requested the Builder to allot the shop/ Go-down / office/Flat No._____ having carpet area ____ sq.mtrs., and built up area of _____ sq.mtrs., , on _____ Floor, in "_____" building, **SAMARTH PUSHPAK** and which is specifically described in Schedule-B hereunder and the Developer/Builder also agreed for the same on the following terms and conditions.

1) That, the Builder agreed to assign the Flat No._____ having carpet area ____ sq.mtrs., and built up area of _____ sq.mtrs., , on _____ Floor, in "_____" building, AT SAMARTH PUSHPAK to the purchaser for the total premium amount of Rs._____ /- (Rupees. _____ only) out of which the purchaser paid the earnest amount of Rs. _____/- (Rs. _____ only) to the Builder as under :-

Sr No.	Cheque Number	Bank's Name	Date	Amount

As such, the Builder hereby acknowledge the receipt of the same. The remaining amount of premium of Rs._____/- (Rupees _____ only) will be paid by the purchaser to the Builder as under :-

Stage of Construction	Amount

2) That the above said premium amount is excluding the taxes (consisting of tax paid or payable by the promoters by way of value added tax, service tax, cess, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by promoter as well as any other tax imposed on this transaction by any Government or Authority) up to the date of handing over the possession of the apartment.

3) The total price is excalation free, save and except excalation / increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges, which may be levied or imposed by the competent authority i.e. local bodies / government from time to time. The promoter undertake and agreed that while raising a demand to the purchaser for increase in development charges, costs or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/ order / rules, regulation published / issued in that behalf to that effect along with the demand letter being issued to the purchaser.

4) That the purchaser shall on or before obtaining possession of the apartment keep deposited with the developer following amount.

i) Rs._____ /- for share money, application entrance fees of the society and association of apartment.

ii) Rs._____/- for formation of Association & Society and registration of the society.

iii) Rs._____/- for share of taxes and other charges/ levies in respect of the Society and Association of Apartment.

iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoing of the Society and Association.

v) Rs._____/- for deposit towards water, electric & other utilities and service connection charges and ;

6) The purchaser shall pay to the promoter a sum of Rs._____/- for meeting all legal costs, charges and expenses including professional cost of Advocate of the promoter in connection with formation of the said Society and Association of Apartment and for preparing its rules, regulations and byelaws and the costs of repairing and engrossing the conveyance.

7) At the time of registration of the conveyance of the building or common areas and facilities of building to the Society or Association of the Apartment, the purchaser shall pay to the promoter, his share of stamp duty and registration charges payable by the said Society or Association of Apartment on such conveyance or any other documents or instrument of transfer in respect of the structure of the building or common areas and facilities.

8) That the Developer shall confirm the final carpet area that has been allotted to the purchaser, after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing the details of the charges if any in carpet area, subject to a variation gap of 3%. The total price payable for the carpet area shall be re-calculated 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 the allottee within 45 days if there is any increase in the carpet area allotted to allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate of per sq. meter as agreed in this agreement.

9) The purchaser hereby authorize the promoter to adjust/ appropriate all payment made by him under any heads or dues against lawful outstanding, if any in his name, as the

promoter may in its sole discretion deems fit and the purchaser undertakes not to object/ demand/ direct promoter to adjust his payment in any manner.

10) The promoters hereby agree to observe, perform and comply with all these terms, conditions, stipulations and restrictions if any which have been imposed or may be imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall before handing over the possession of the apartment to the purchaser obtained from the concerned local authority, occupancy/completion certificate in respect of the apartment.

11) Time is essence for the promoter as well as the purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the purchaser and the common areas and facilities to the Society/Association of Apartment, after receiving occupancy or completion certificate. Similarly, the purchaser shall make timely payment of the installment and other dues payable by him/ her and meeting the other obligations under the agreement subject to simultaneous completion of construction by the promoter as stated above.

12) If the promoter fails to abide by the time schedule for completing the 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 project, interest as specified in the rule on all amount paid by the allottee for every month of delay till the handing over of the possession. Similarly allottee also agrees to pay to the promoter, interest as specified in the rules on all the delayed payments which may become due and payable by the allottee to the promoter under the terms of this agreement from the date of said amount payable by the purchaser to the promoter, till the date of actual payment.

13) Without prejudice to the right of promoter to charge interest as stated above, on the allottee committing default in payment on the due date under this agreement (including his proportionate share of the taxes levied by the concerned local authorities and other outgoings) and on the purchaser committing three defaults of payment of installment, the promoter shall at his own option may terminate this agreement. Provided that the promoter shall give notice of 15 days in writing to the purchaser by R.P.A.D. at the address mentioned above and mail at the emil 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 this agreement. If the allttee fails to rectify the breach or breaches mentioned by the promoter within the period of notice, then at the end of such

notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the allottee, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the promoter) within a period of 30 days from the termination, of the installment of sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

14) That, if the purchaser at any time after this agreement express his desire to cancel the agreement, he will be entitled for refund of only 75% of the amount paid by him till that time to the promoter, after deducting therefrom amount of the promoter if any due to the allottee and further the said amount will be refunded by the promoter, after having the booking of the said unit by any other purchaser.

15) The promoter shall give possession of the apartment to the allottee on or before ---------. If the promoter fails to give possession of the apartment to the allottee on account of reasons beyond his control and of his agent, by the aforesaid date then the promoter shall be liable on demand to refund to the allottee the amount already received by him in respect of the apartment with interest at the rate specified in the rules from the date the promoter received the sum till the date the amount with interest is repaid, subject to the aforesaid clause. Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of the building, in which the apartment is situated is delayed on account of (i) War, civil commotion or act of God; (ii) any notice, order, rule, notification of the government or other public or competent authority/ court.

16) That, the promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per the agreement shall offer in writing the possession of the (apartment/plot) to the allottee in terms of this agreement to be taken within 3(three months from the date of issue of such notice and the promoter shall give possession of the (apartment/plot) to the allottee. L The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The allottee agree(s) to pay the maintenance charges as determined by the promoter or association of allottees, as the case may be. The promoter on its behalf shall offer the possession to the allottee in writing within 7 days of receiving the occupancy certificate of the project.

17) 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 apartments are ready for use and occupancy;

18) That, upon receiving a written intimation from the promoter as stated above, the allottee shall take possession of the apartment/plot 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/plot to the allottee. In case the allottee fails to take possession within the time provided as above. Such allottee shall continue to be liable to pay maintenance charges as applicable.

19) 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 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 matter as provided under the Act.

20) The allottee shall use the apartment 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 (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

21) The allottee along with other allottee(s) of apartments in the building shall join in forming and registering the Society or Flat Owners 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 Society and Flat Owners Association and for becoming a member, including the bye laws of the proposed society and duty 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 organization of allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft byelaws of Society or Flat Owners Association as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.

22) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company, all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

23) The Promoter shall, within three months of obtaining the completion certificate cause to be transferred to the Society or Flat Owner's Association all the right, title and the interest of the Original Owner/Promoter in common areas and facilities of the building.

24) REPRESENTATION 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 project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project. However, the promoter avail the project loan of Deogiri Nagrik Sahakari Bank / Central Bank of India, but he obtained its NOC prior to execution of this agreement and promoter will comply the condition of the said NOC and prior to execution of final conveyance deed / sale deed, the flat under sale will be free from all types of encumbrances.

ii. The promoter has lawful rights and requests approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permit issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said

building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] 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/Plot] to the Allottee in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till handing over the site/building to the Society/ Flat Owners Association.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or Project except those disclosed in the title report.

25) The Allottee's or himself/themselves with intention to bring all persons into whosoever Hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's 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, regulation 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.

iii. To carry out at his own cost 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 may be contrary to the rules and regulation 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 consequences thereof to the concerned local authority and/or other public authority.

iv. Not the demolish or cause to be demolished the Apartment or any part thereof of, 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 Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part there of 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 project land 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, insurances 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.

x. The Allottee shall observe and perform all the rules and regulations which the Society or Flat Owners Association may adopt at its inception and the additions, alterations or amendments there of that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-laws for the time being of the concerned local authority and of Governmental and other public bodies. The Allottee shall also observe and perform all the stipulations and condition laid down by the Society/Flat Owners 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-going in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Flat Owners Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times,

to enter into and upon the said buildings or any part thereof to view examine the state and condition thereof.

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

27) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment herby 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 the said structure of the building is transferred to the Society/Limited/Federation as hereinbefore mentioned.

28) That, 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 crated 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 had taken or agreed to take such [Apartment/plot]

29) That, forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the art of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with payments due as stipulated in the Payment Plan within 30 (thirty) days from before 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 defaults which if nor rectified within 15 (fifteen) days from the date of its receipt by the Allottee, applications 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.

30) That, 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/plot/building, as the case may be.

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

32) That, it is clearly understood and so agreed by and between the Parties her to that all the provisions contained her in and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee of the [Apartment/Plot] for all intents and purposes.

33) That, if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreements 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 Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34) That, 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/Plots] to the total carpet area of all the [Apartment/Plots] in the Project.

35) That, 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 provision 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.

36) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective

addresses mentioned above.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 promote or the Allottee, as the case may be.

37) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appear 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.

38) That, the charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

39) That, any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and regulations, there under.

40) That, the rights and obligation of the parties under or arising out of this Agreement shall be constructed 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.

SCHEDULE "A"

All that part and parcel of land Plot No.1, admeasuring 425.50 Sq. Mtrs bounded by :

EAST	:	Plot No.2
WEST	:	11 Mtrs wide road
SOUTH	:	Gut No.126/1
NORTH	:	18 Mtrs wide Road

situated at Gut No.126/1 {part}, Sector –K,NS-1, Satara Tq & Dist. Aurangabad

SCHEDULE-B

All that, part and parcel of Shop / Go-down/ office/ Flat No. _____ having carpet area of _____ sq.mtrs., and built up area of _____ sq.mtrs., bounded by;

East : _____

West : _____

North : _____

South : _____.

on _____ Floor, in "_____" at **SAMARTH PUSHPAK** developed at the property described in Schedule-A and specifically, demarcated in red lines in the map annexed hereto , along with _____ percentage share in common areas and facilities.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO ASSIGNMENT IS EXECUTED ON __ th DAY OF APRIL 2021, AT AURANGABAD.

OWNER

WITNESSES:

Deepali d/o Pandurang Mane

{ Deepali w/o Kalidas Shewale}

THROUGH HER GPA

1. Mr.Vishnupant s/o Govind Debetwar

2 Mr. Gajanan s/o Ratan Choudhari

3 Mr. Arvind Gangnathrao Kendre

CONSENTING PARTY

Sandhya w/o Mahadeo Dattatraya Makane

THROUGH HER GPA

1. Mr.Vishnukant s/o Govind Debadwar

2 Mr. Gajanan s/o Ratan Chaudhari

3 Mr. Arvind Nagnathrao Kendre

PROMOTER / DEVELOPER/BUILDER

M/s. Samarth Vastupurti, A partnership firm,
Through its partners:

1) **Vishnukant s/o Govind Debadwar,**

2) **Gajanan s/o Ratan Chaudhari,**

3} **Arvind s/o Nagnathrao Kendre**

PURCHASER

_____ s/o _____

** **ANNEXURE – A**** Title Report
** **ANNEXURE-B **** P.R. CARD/ 7/12 Extracts.
** **ANNEXURE-C-1**** Construction Plan
** **ANNEXURE-C-2 **** Sanctioned construction plan
** **ANNEXURE-D **** Plan of Apartment under sale
** **ANNEXURE-E **** (Specification& amenities for the Apartment),
** **ANNEXURE-F **** Declaration of Apartment.

SAMARTH VASTUPURTI

Shop No .2 Wadkar Residency ,Near Morya Mangal Karyalaya, ShivajiNagar CIDCO Aurangabad

Date:--

ALLOTMENT LETTER

To,

Subject:-- Allotment of Godown/Flat / Shop/Office No.----------

Sir,

We undersigned agreed to allot you Godown/Flat / Shop/Office No.---------- having carpet area ---------- sq. mtr on ---------- floor in our building " SAMARTH PUSHPAK" situated at NS – K Sector Plot No.01 Shivaji Nagar CIDCO Aurangabad for total consideration of Rs.---------- (Rs. ----------) , excluding all charges payable for all types of taxes, electric connection charges , society share money, entrence money and society formation charges , subject to payment as scheduled.

Hence this allotment letter issued.

Yours Faithfully

For M/s Samarth Vastupurti

Partner