

ALLOTMENT LETTER

Dated: - _____

To,
Mr. / Mrs. _____
Add: - _____

Subject: - Allotment of Flat/ Shop No... _____

Dear Sir, / Madam,

This is to confirm that the initial booking amounts of Rs. _____ (Rs. _____ only) by Ch. No. _____ Bank Name _____ Dated _____ out of the total consideration of Rs. _____ (Rs. _____ only) is been received form you against the Flat/ Shop No. _____ In Building Type _____, _____ at our site "**SARA VATIKA A3 & A4 TYPE BUILDING**", Gut No.172 Village Shendra Jahangir, Tq. & Dist. Aurangabad.

Following the details of the charges applicable to you in addition the above mentioned consideration.

1. Society Deposit / Provisional Society Maintenance as applicable.
2. Stamp Duty, Registration Charges as applicable from time to time as per government norms.
3. CGST, SGST, Vat (if applicable), service tax (if applicable), as applicable from time to time as per government norms.
4. Grampanchayat / Corporation Property / any other local authority Tax as applicable from time to time as per government norms.



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Cont.....2

Terms & Conditions

1. The payment shall be made by the "Purchaser" to "Owner / Seller / Vendor" as per below mentioned Payment Schedule. In case of the delay / failure in making the payment within 15 days from the date of intimation / due date, this allotment letter would stand cancelled and the amount paid towards booking shall be refunded after deducting necessary charges and taxes paid to the Government (as the case may be).

- | | | |
|------|-----|---|
| I. | 10% | Booking Amount |
| II. | 10% | at the time of Agreement to Sale. |
| III. | 20% | at the Time of Plinth Level |
| IV. | 25% | at the Time of First Slab |
| V. | 20% | at the Time of Brick Work. |
| VI. | 10% | at the Time of Flooring |
| VII. | 5% | at the Time of Handing Over of Possession |

2. Parking available under the building shall be un-allotted (Common for All the Resident of the Apartment / Building)

3. This allotment letter does not create or gives right of ownership to customer on the above mentioned Row House.

4. This Allotment letter would be superseded by the registered Agreement to Sale.

5. Possession would be given only after receipt of the **FULL AND FINAL PAYMENT** from the purchaser.

6. The terms and condition of the booking of the Row House are defined as per Agreement to Sale and would be binding to the purchaser.

For Sakambari Buildcon..

Nilesh S. Agrawal
Partner



SAKAMBARI BUILDCON

AGREEMENT TO SALE

Agreement for Sale of Future Immovable Property (Residential
Flat/Apartment)

This **AGREEMENT FOR SALE** is made and executed at Aurangabad
on this ____ Day of ____ in the Year **2021**,

BETWEEN :-

M/s. Sakambari Buildcon.,

A Partnership firm registered Vide
Registration No.AU000000021 Dated
18.03.2013 having its office at Office
No. 1-9, First Floor, Narayan Plaza A-
Wing, Cannught Place, CIDCO,
Aurangabad through its partner :

Shri. Nilesh S/o. Sitaram Agrawal,

Age :- 37 Years, Occu :- Business.

(Hereinafter called as "the **Promoter / Owner / Seller / Vendor**",
which expression shall mean and include all its successors, legal
representatives, executors, administrators and assignees in interest).

AND

Of the Second Part

Age:- ____, Occu:- ____

Age:- ____, Occu:- ____

Add:- _____

Hereinafter shall be referred to as the "**ALLOTTEE**"

(which expression shall, unless repugnant to context or meaning
thereof mean and include his/here/their legal heirs, executors and
approved assigns/ nominees only)

Of the Second Part

LIST OF SCHEDULES

Sr. No.	Schedule	Description
1.	A	Said Land
2	B	Said Flat
3	C	Development work of Project / Common areas, facilities & amenities
4	D	Specifications of the said Flat
5	E	Payment Schedule
6	F	Maintenance Schedule

LIST OF ANNEXURES

Sr. No.	Annexure	Description
1	A	Property 7/12 extract
2	B	N.A. order
3	C	Commencement certificate
4	D	Title Certificate
5	E	Sanctioned Floor Plan
6	F	Current Sanction Layout & Further Potential Layout
7	G	P.O.A For Admittance

1. TITLE HISTORY :-

1.1 M/s. Sakambari Buildcon through its partner Shri. Nilesh Sitaram Agrawal, has become the owner and possessor of land admeasuring 85 R or 8500.00 Sq. Mtrs., situated at Gat No.172, village Shendra Jahangir, Taluka and District Aurangabad by virtue of Registered Sale Deed executed by its penultimate owner viz. 1. M/s. Pride Properties and Realators through its partners Shri. Milind Shivaji Bapat, (2) Shri. Dilip Vinayak Muley, (3) Shri. Namdeo Karkharie, (4) Shri. Shivaji Nivrutti Bakal, (5) Shri. Pramod Vishwambar Patil and (6) Shri. Amit Laxmanrao Bhosale as under :-

Sr. No.	Sale Deed No. & Date	Area
1	No.AGG-2-5760 dated 26.08.2016	85 R or 8500.00 Sq. Mtrs.

1.2 MUTATION IN THE NAME OF PROMOTER

AND WHEREAS the name of the promoter has been mutated in the record of rights on the basis of aforesaid registered sale deed and 7/12 extract has been issued in his name a copy of 7/12 extract is and the same is annexed herewith as **"ANNEXURE-A"**.

1.3 N. A. PERMISSION:-

AND WHEREAS N.A. permission No. JA.KRA.2016/MASHAKA/JAMIN-1/NAP-34/ MOUNE SHENDRA (J). TA. AURANGABAD /PRA, KRA. 144 dated 29.09.2016u/s.42-A of the MLR Code, 1966 has been issued by the Collector, Aurangabad, in favour of M/s. Sakambhari Builders through its partner Shri. Nilesh Sitaram Agrawal in respect of land admeasuring land admeasuring 8500.00 Sq. Mtrs., or 85 R situated at Gat No.172, village Shendra Jahangir, Taluka and District Aurangabad and the same is annexed herewith as **"ANNEXURE-B"**.

1.4 COMMENCEMENT CERTIFICATE:-

AND WHEREAS Construction Permission No. 2021 / 1000 / 0001. / 1000 / 1000 / 1000.172 R / 693 Dated **07.07.2021** is annexed herewith as **"ANNEXURE-C"**.

1.5 SAID LAND

AND WHEREAS land totally admeasuring 8500.00 Sq. Mtrs., or 85 R situated at Gat No.172, village Shendra Jahangir, Taluka and District Aurangabad is the project land, hereinafter referred to as **"Said Land"** is more particularly described in **SCHEDULE-A**.

1.6 TITLE SEARCH REPORT:-

AND WHEREAS the owner / promoter engaged the services of licensed Advocate Shri. Prakash B. Patilkar (Registration No.MAH/2961/2001 dated 01.10.2001), and has obtained certificate Dated 02.01.2020 stating that the land is free from all encumbrances and has clear and marketable title, subject to existing mortgage charge of the **'Omprakash Deora Peoples Co-operative Bank Ltd. Hingoli. Br. Aurangabad'**. The Title report is annexed herewith as **Annexure-D**.

2. TITLE OF THE PROMOTER:-

2.1 AND WHEREAS by virtue of all Deeds, Documents and Government permissions mentioned hereinabove, the Promoter is entitled to construct buildings on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Alottee's and to receive the sale price in respect thereof.

3. URBAN LAND CEILING:-

3.1 AND WHEREAS the said land does not come within the territory of Aurangabad Urban Land Agglomeration and therefore provisions of Urban land (ceiling & Regulation) Act, 1976, are not applicable.

4 REAL ESTATE PROJECT:-

4.1 Name:- "SARA VATIKA" (Hereinafter referred to as the "Project).

4.2 ADDRESS OF PROJECT :- "SARA VATIKA", Gat No. 172, village Shendra Jahangir, Taluka & District Aurangabad.

4.4 ARCHITECT& CONSULTING ENGINEER:-

AND WHEREAS the Owner/Promoter has appointed Consulting Engineer Mr. Anil Kshirsagar for Architectural & Engineering services.

4.5 STRUCTURAL ENGINEER:-

AND WHEREAS the Promoter has also appointed the Structural Engineer Mr. N.G. Karkhane having their office at Rama Nagar, Jalna Road, Aurangabad for structural designs and drawings of the building/s and the promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.

4.6 CURRENT SANCTION OF PROJECT (SARA VATIKA)

AND WHEREAS based on the commencement certificate mentioned in above clause 1.4 above, following buildings are currently sanctioned in "SARA VATIKA":

Residential Buildings :-

Building Type B-1 & B-2	:-	Consisting 44 Flats Each
Building Type A-3 & A-4	:-	Consisting 56 Flats Each
Building Type A-1 & A-2	:-	Future Construction

Hereinafter referred as "Residential Buildings"

4.7 AMENITY BUILDING

The Promoter hereby declares that amenity space admeasuring area 408.80 Sq. Mtr is not part of Group Housing Scheme and will have separate identity. However the Promoter had constructed one building & may plan any other building to suit market and business requirement and may construct any other building as permissible in amenity spaces or may even handover the amenity space area to local authority in lieu of F.S.I.

(Signature of the Allottee)

(I hereby give specific consent to the promoter to either change the unit plans of Amenity building or to handover the space to local authority in lieu of F.S.I.)

4.8 FUTURE POTENTIAL OF PROJECT :-

AND WHEREAS there is possibility of getting additional F.S.I in future in the form of either paid F.S.I, PREMIUM F.S.I, amenity/ road handover F.S.I T.D.R and / or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R. is sanctioned by the local authority to be used in the project, the promoter will apply for revision of plans and the proposed full potential layout may contain more buildings. The promoter may revise the said Layout as and when required till the entire present & future FSI/ Premium paid FSI/ Paid FSI/ TDR/ etc.

(Signature of the Allottee)

(I hereby give specific consent to the promoter to carry out revision in sanctioned plan as per this future potential layout)

4.9 That, the owner / developer can modify / amend lay out plan or building plan for other buildings with approval of competent authorities as per his absolute discretion. As such, no further permission or consent is required for the same from any of the flat owners of A-3 and A-4 buildings.

(SIGNATURE OF THE ALLOTTEE)

(I hereby give specific consent to the promoter to modify / amend lay out plan or building plan for other buildings with approval of competent authorities)

4.10 F.S.I. AREAS:-

The promoter hereby declares that as per commencement certificate as mentioned in clause 1.3 above, the sanctioned residential F.S.I. area is 15496.62 Sq. Mtrs. However this area may increase if there is any additional F.S.I. / T.D.R. applicable at a later date.

4.11 COMMENCEMENT OF PROJECT:-

AND WHEREAS upon obtaining all the above permission the promoter has started the construction of the project.

5. COMPLIANCE OF REAL ESTATE [REGULATION & DEVELOPMENT ACT, 2016]

5.1 AND WHEREAS the Real Estate (Regulation & Development) Act, 2016 has come into force since 1/05/2017 With the authority within the stipulated period of time and in accordance with rules published on 20/04/2017 by the Government of Maharashtra.

The Promoter / Builder / Developer has registered the project with **RERA Wide Registration No.**

5.2 COMMON AMENITIES:-

AMENITIES / UTILITIES / SERVICES :-

All below listed amenities/ Utilities/ Services are common for all sectors/buildings of the entire project known as **SARA VATIKA**.

- Transformers & Electrical cable network along with Feeder pillars, etc.
- Rain Water Harvesting.
- Entrance Gate, Security
- Internal Roads as per sanction drawing.

5.3 The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said "**SARA VATIKA**" Project for the construction work and completion of other works like laying of drainage line, water line, or electrical line etc. of the other project/s in the layout and the Promoter shall have a right of access through side margins, roads etc. The Allottee/s is aware of this and has agreed to and given his / her/their irrevocable consent for the same. The Allottee shall not obstruct in any manner activities of Promoter.

5.4 Though the Promoter herein has right to develop the said entire land, bearing Gut. No. 172, Mouje Shendra Jahangir, admeasuring 8500.00 Sq. Mtrs., the Promoter has decided to carry out development in various phases and accordingly portion identified as said '**A-3 & A-4 BUILDINGS**', is only subject matter of this Agreement and the same is more particularly described in **Schedule B** hereunder written and plan annexed. The Allottee is concerned with this only. Each phase may have a separate society which will be formed as mentioned in Act and Rules and Regulations and each such society will maintain its own Building. The Promoter is entitled and also has right to plan and execute project/s on remaining land of entire land at its discretion by utilization of FSI, TDR etc.

5.5 There shall be many phases/ sectors in the said entire land and there may be separate Society of the particular Phases / Sectors.

5.6 There shall be common facilities in the entire land in between the said Buildings / Society/ Associations/ Apex body and the same is described in the **Schedule-C** hereunder written. Each Allottee of all sectors in the entire land will have proportionate undivided share in the common facilities and the respective land.

5.7 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all buildings , society , An apex body / federation / any other legal entity will be formed by the Promoter as settler wherein all Allottee's or their Society's will be beneficiaries and thus each society will have adequate / proportionate/ representation in the said apex body / federation / any other legal entity. The said apex body / federation / any other legal entity will be in-charge of the said common facilities and their respective land common amongst them. The bye laws and its rules and regulations shall be decided by the Promoter herein.

5.8 TIMELINES FOR THE PROJECT

AND WHEREAS the expected date of completion of the project is **31-07-2025**

5.7 DEFINITION OF CARPET AREA, BALCONY AREA TERRACE AREA AND COMMON AREAS:-

AND WHEREAS for the purpose of this agreement following areas are defined :

CARPET AREA:- As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment/flat is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown in **SCHEDULE-B**.

BALCONY AREA:-For the purpose of this agreement, the balcony area, if any, As shown in the sanctioned building plans by the local authority, is shown in **SCHEDULE-B**.

OPEN TERRACE AREA:-For the purpose of this agreement open terrace area, if any, exclusively allotted to the unit holder is shown separately in **SCHEDULE-B**.

COMMON AREAS:- As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lobbies, entrances, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, etc. This common area will be calculated for the entire project and will be divided proportionately

over the number of apartments/flats in the project to arrive at proportionate common area of each apartment.

5.8 INSPECTION OF ALL DOCUMENTS BY ALLOTTEE:-

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project as specified under The Real Estate Regulations made there under.

(Signature of the Allotted)

(All documents pertaining to the Project have been inspected by me)

5.9 DISCLOSURE REGARDING LITIGATION:-

AND WHEREAS the Promoter hereby declares that there is no civil/criminal case on the said land.

5.10 DISCLOSURE REGARDING RESERVATION IN SAID LAND:-

AND WHEREAS the Promoter hereby declares that based on the commencement certificate obtained from local authority as mentioned above, the Promoter hereby declares that there is no reservation or acquisition on any part of the said land.

5.11 DISCLOSURE REGARDING MORTGAGES/ CHARGE BY FINANCIAL INSTITUTION:-

AND WHEREAS The Promoter has raised funds/project loan from the Omprakash Deora Peoples Co-Op. Bank Ltd., Hingoli, Br. Aurangabad. The promoter shall however ensure to obtain No objection Certificate (N.O.C) from the said Bank in their standard format with respect to the said flat. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from any Bank or Financial Institution and shall obtain NOC from any such future lender as and when necessary, for raising such finance no further consent from the purchaser is required.

5.12 DISCLOSURE REGARDING SEPARATE LEGAL ENTITY FOR RESIDENTIAL, COMMERCIAL & AMENITY BUILDINGS:-

The Promoter hereby declares that separate legal entities will be formed for residential buildings, commercial building and amenity building respectively and the Federation of residential co-operative societies will not have any right over the ownership of commercial and amenity building which is to be constructed in the Project.

6. INTEREST SHOWN BY THE ALLOTTEE:-

AND WHEREAS Allottee was in search of residential premises in vicinity of village and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all relevant documents/permissions to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Flat No. ----- on ----- Floor in No. ---- Type Building in the project known as "SARA VATIKA" which is more particularly described in the **SCHEDULE-B** (hereinafter referred to as the "said flat") and location of which is shown on authenticated copy sanctioned floor plan annexed herewith as "ANNEXURE-E".

7 WILLINGNESS TO ENTER INTO AGREEMENT :-

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

8. REGISTRATION OF AGREEMENT:-

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, 2016, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said flat and therefore, promoter and the Allottee are executing present Agreement in compliance thereof and they shall also register the said Agreement under Registration Act, 1908 with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

9. ENTIRE AGREEMENT:-

AND WHEREAS this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said flat,

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ASFOLLOWS:-

10. OBLIGATION OF THE PROMOTER:-

10.1 SAID FLAT :-As per the interest shown by the Allottee in above mentioned clause 6, the Promoter has agreed to sell the said flat more particularly described in **Schedule-B** subject to the consideration amount and payment schedule as detailed herein under.

10.2 DEVELOPMENT WORKS:-The Promoter hereby assures to provide internal and External Development in the Project more particularly described in **Schedule-C**.

10.3 INTERNAL SPECIFICATION:-

The Promoter hereby assures to provide internal Specifications to the flat/apartment more particularly described in **Schedule-D**.

10.4 SANCTIONED PLAN & OTHER PERMISSIONS:-

The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall following the conditions mentioned in various permissions as mentioned above.

10.5 VARIATION IN CARPET AREA:-

The promoter hereby assures that after construction of the flat/apartment, there shall not be variation of more than 3% in the carpet area as mentioned in **SCHEDULE-B**. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay proportionate excess amount. This monetary adjustment shall be made at a rate equal to the area of apartment as mentioned in **SCHEDULE-B**.

10.6 POSSESSION DATE OF THE FLAT / APARTMENT:-

The Promoter hereby assures that they shall complete the construction and give possession of the said flat to the Allottee on or before 31-07-2025 possession will be given on full and final payment by the Allottee. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.

10.7 COMPLETION/ OCCUPANCY CERTIFICATE :-

The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities (if required) and shall submit the file to Local Authority for obtaining Occupancy Certificate. However, if the local authority delays issuing the certificate beyond 30 days after submission of all required documents/ N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

10.8 DEFECT LIABILITY PERIOD:-

(a) if within a period of five years from the date of handing over the Apartment to the Allottee brings to the notice of the Promoter any structural defect in the Apartment building, where the Said Flat is 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 to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(b) Provided however, that the Allottee shall not carry out any alterations of whatsoever nature in the said flat and specifically, the structure of the said flat or of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect /caused on account of willful

neglect on the part of the promoters and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.

(c) That it shall be the responsibility of the Allottee to maintain his Apartment in a proper and habitable manner and take all due care needed, if seepage is created due to chokups of nahani / multi floors traps due to non filling of white cement / epoxy (to prevent water seepage) in the joints of tiles, the customer shall bare the charges of repairs of said flat and / or if adjacent flat / passage / any other area of the apartment is damaged due to the seepage. Including but not limiting to the joints in the tiles fitted in the apartment shall be regularly filled with white cement / epoxy to prevent water seepage.

(d) Further where the manufacture warranty as shown by the promoters to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said flat / building / phase / wing, and if the annual maintenance contracts are not done/renewed by the Allottee the promoters shall not be responsible for any defect occurring due to the same.

(e) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats / apartments and the common project amenities whenever applicable.

(f) That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the apartment / building / phase / wing includes minor cracks on the external and internal walls excluding the RCC structure which occur due to elastic deformation, moisture, creep chemical reactions, climatic changes, compressive nature of cement, thermal variations or any other reason and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(g) Its expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a jointly nominated by the promoter and Allottee, who shall survey and access the same and shall then submit a report to state the defects [if any], in materials used in the structure built of the

Apartment / phase / wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

(b) Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. pumps, motors, parking & passages light fittings) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the Allottee and the Promoter shall not be responsible for the same.

(Signature of the Allottee)

I hereby agree that I have read the above mentioned points and hereby give my consent for the same.

10.9 FORMATION OF LEGAL ENTITY:-

The promoters hereby assures that he will take steps to form separate co-operative society for apartment buildings in project "**SARA VATIKA**", within three months from the date on which fifty one percent of the total number of Allottee's in such project have booked their apartment. However, any delay on account of obtaining the signatures of Allottee's on such society formation documents and procedural delays on account of co-operative department will not be construed as default on the part of the promoter.

Further, apex body of such co-operative societies will also be formed after obtaining final occupation certificate of last residential building in the project.

10.10 CONVEYANCE TO LEGAL ENTITY:-

The promoter hereby assures to convey the respective building structure to the respective society within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all Allottee's in respective buildings whichever is later. The promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the apex body within a period of two years upon obtaining full and final occupation certificate as per current

sanctioned layout and future potential layout as mentioned in **Annexure-F & Annexure-G** from the local Authority.

11. OBLIGATION OF THE ALLOTTEE:-

11.1 SPECIFIC CONSENT (ALONG WITH THIS AGREEMENT)

In accordance with Maharashtra Real Estate Rules, 2017, the Allottee hereby give specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following :-

- To construct the project as per the future potential layout annexed herewith as **Annexure-G**.
- Change of unit plans in future buildings.
- Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed.
- The facilities such as roads, water, transformer, S.T.P. Storm Water drains, etc. shall remain common for the amalgamated Plots.
- Change in building / layout plans due to instructions received by local authority
- Minor additions / deletions or alterations

(Signature of Allottee)

(This consent shall be construed as informed consent)

11.2 ALLOTTEE TO TAKE POSSESSION :-

The Allottee hereby assures that he shall take possession of the apartment within 15 days upon receiving notice in writing regarding readiness of the said flat for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay Provisional Maintenance amount for the maintenance of the society (as applicable) & shall also be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter. And in such case the defect liability period shall start from the date of intimation of possession.

11.3 CONSIDERATION AMOUNT:-

After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said flat for a lump sum consideration of **Rs. -----/- (Rupees. -----)** to be paid by the Allottee to the Promoter towards the said flat hereinafter referred to as the **"Consideration Amount"**. The promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said flat is inclusive off cost of said flat proportionate price of common areas & facilities which is detailed in **SCHEDULE-C**. The present Agreement shall supersede and prevail over all other prior communications, writings and /or cost sheets, agreed and /or executed by and between the parties.

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

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

That, the purchaser shall pay the remaining amount of consideration strictly as per the schedule given herein below. In case, the purchaser is unable to pay the remaining amount of consideration as per the schedule of payment given below, this agreement shall be canceled and become null and void at the option of the Seller and the amount already paid by the purchaser shall stand forfeited. This condition is the essence of this contract.

11.4 PAYMENT SCHEDULE :-

The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule described in **Schedule-E**.

11.5 EARLY PAYMENT:-

If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount

payable for early completed stage as per payment linked to said stage immediately on demand.

No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

(Signature of the Allottee)

(hereby specifically agree to make early payment in case of early completion)

11.6 TAXES & DUTIES:-

The Allottee hereby agrees and accepts that the consideration Amount **excludes** expenses for service tax (if applicable), VAT (if applicable), G.S.T. (CGST & SGST) or any other tax applicable and in force today levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee separately. If in future any Government or local authority applies any other tax or increase the rates of taxation (either Retrospectively or Prospectively); the Allottee shall be liable to pay the same up to the date of handing over the apartment/ said flat.

11.7 PAYMENT PERIOD:-

The Allottee hereby assures to pay the amount of all installments within 15 days from the date of raise / receipt of the demand letter of installment by the promoters. In case of any delay beyond a period of 15 days, interest charges as per Rules will be applicable and the Allottee will be liable to pay the same.

11.8 PAYMENT OF WATER CHARGES, ELECTRICITY, TAXES ETC :-

The Allottee hereby assures to pay necessary water charges, electricity user meter charges and taxes laid down by / local authority/ municipal tax or any other taxes as applicable from the date of taking possession of the apartment or after 15 days of the date of intimation of possession (whichever is earlier).

11.10 REPAIRS OF THE APARTMENT:-

Maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive

measures to ensure that the Apartment is maintained in a good & habitable condition. He shall not cause any such activity that will be harmful to adjoining neighbors and / or the building structure.

11.09 ALTERATION IN THE APARTMENT:-

No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without written consent of the promoter till the defect liability period is over and there after from the society / apex body / the local authorities (as the case may be).

11.10 HAZARDOUS AND DANGEROUS GOODS STORAGE:-

The Allottee shall not 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. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of negligence or default of the Allottee in his behalf, the Allottee shall be liable for its consequences.

11.11 MAINTENANCE OF THE INTERNAL APARTMENT:-

The Allottee shall carry out at his own cost all internal repairs to the said flat 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 cause to be done anything in or to the building in which the Apartment is situated which may be contrary to the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, as the case may be.

11.12 PRESERVING THE AESTHETICS AND ELEVATION:-

The Allottee shall preserve the aesthetics of elevations of the scheme and no Allottee of the said flat shall be entitled to install Air Conditioner Units, Window Air Conditioner Units, use of common passages, lobbies and common areas in the building. Such air conditioner units may be installed in such a way so that, no hindrance is caused to other occupants of the building.

11.13 DEMOLITION AND COMMON UTILITIES MAINTENANCE:-

The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good and tenable 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, Parda or other structural membranes in the Apartment without the prior written permission of the Promoters and/or the Society as the case may be.

11.14 CLEANLINESS:-

The Allottee shall not throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the apartment is situated.

11.15 SUB-LET, TRANSFER OF RIGHTS:-

The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.

11.16 ABIDING BY SOCIETY BYE- LAWS OR REGULATIONS OF APARTMENT:-

The Allottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws.

12. GENERAL / MISCELLANEOUS STIPULATIONS:-

12.1 TIMEEXTENSION:-

The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said flat is situated is delayed on account of :

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC / permission / licensee connection / installation of any services such as electricity and water connections and meters to the Scheme / Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the Allottee under these presents.
- (vii) Pendency of any litigation (if any)
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labor for any reason.
- (x) Force-Majeure

12.2 NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION AMOUNT:-

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local Cheque's drawn in the name of **M/s. Sakambari Buildcon**, or by electronic mode of transfer.

12.3 NEFT/RTGS DETAILS ARE AS UNDER :-

i. Account Holder Name	:-	'M/s. Sakambari Builders'
ii. Bank Name	:-	'Omprakash Deora Peoples Co-Op Bank Ltd., Hingoli
iii. Branch	:-	Station Road, Aurangabad.
iv. Account Number	:-	201310011000003
v. IFSC Code	:-	SVCH0009013
vi. Account Type	:-	Escrow

12.4 MAINTENANCE OF THE PROJECT:-

Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottee's more particularly described in **Schedule-F**, until Promoter hands over the maintenance account of the Project to Society and / or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. However, it is categorically understood and accepted by the Allottee that, if the society is not formed for reasons beyond control of the promoter, and the provisional maintenance amount fund gets exhausted the Allottee shall pay additional maintenance amount as and when demanded by the promoter and such amount shall be a charge on the Flat / Unit Allotted to the Allottee. It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter here by assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottee's and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter for the maintenance amount paid by him. Promoter shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottee's and no Allottee shall be entitled to question the same on the ground of reasonability and / or preference.

12.5 MAINTENANCE RESPONSIBILITY OF THE PROMOTER CEASES:-

Promoter specifically communicates to the Allottee that if Allottee fails and /or neglects to pay aforesaid expenses as and when demanded by the Promoters and / or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottee and in such case Promoter shall not be responsible for the maintenance of the said project.

12.6 CHANGE IN CONSULTANTS:-

The Promoters shall have every right to appoint and change any new consultants / architects / engineers / contractors etc., as per his discretion & choice.

12.7 TERMINATION OF AGREEMENT BY PROMOTER:-

Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults in making payment as per the stage mentioned **Schedule-E** then the Promoter shall serve a notice of 15 days in writing to the Allottee informing his intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the promoter within a period of 15 days, then Promoter shall be entitled to terminate this Agreement and deduct up to 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any), shall be refunded within 60 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as service tax, VAT, G.S.T.(CGST, SGST), stamp duty and registration charges which are already paid to the Government and the Allottee shall apply or for refund at his own efforts and costs.

12.8 CANCELLATION OF AGREEMENT BY ALLOTTEE:-

If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any), shall be refunded after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, G.S.T., stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own efforts and costs.

12.9 ADVERTISEMENT / PROSPECTUS:-

It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in **Schedule-C** and **Schedule-D** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

12.10 ENTRY OF PROMOTERS STAFF IN THE PREMISES:-

Till the conveyance in favor of the society and/or the federation, as the case may be, is executed, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said flat, land and buildings or any part thereof to view, examine and /or execute any changes as may required as per direction of the local authority and /or otherwise required to maintain and preserve the state and condition thereof.

The Allottee is well aware that the Promoter will construct building based on future potential as mentioned **Annexure-G**. The Allottee assures that after possession of the said flat he shall not cause any hindrance / obstruction / objection to the movement of men and machinery required to construct the future buildings of the project.

12.11 WATERCONNECTION AND CHARGES:-

The Allottee is fully aware that water connection for said scheme is not yet obtained from Grampanchayat / CIDCO / MIDC / any Statutory authority. The Promoter has provided bore-well in the project land and shall supply water to the Allottee as long as it is available in the bore well. The Allottee shall be liable to pay proportionate electricity and maintenance charges towards the same to the seller. It is categorically clarified by the seller that, in case the bore-well goes dry and the water available is insufficient, the Allottee will have to alternative arrangement for water at his own cost and the promoter will not be responsible for the same in any manner. Further, it is agreed by the Allottee that, the Promoter alone has exclusive ownership rights over the bore well situated in the project land of **"SARA VATIKA"** the Allottee or anybody claiming through him will not have any right in the well or its water.

(Signature of Allottee)

(I hereby agree to pay necessary water charges as mentioned above till the entire conveyance of said land is done)

12.12 ENCLOSURE OF TERRACE AND FINE THEREOF:-

The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.

12.13 None of the actions, concessions or indulgence shown by the Promoters shall be presumed and /or be treated and /or deemed to have been waived their preferential right or the right of preemption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said property and building /s or any part thereof. The Allottee shall have no claim save and except in respect of the said flat hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking, lobbies etc. will remain the property of the Promoters until the said Land is conveyed to the federation of Co-operative Societies as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement.

12.14 JURISDICTION:-

This Agreement shall be governed by the laws of India and Courts at Aurangabad shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

12.15 REGISTRATION:-

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

12.16 STAMP DUTY :-

The **Allottee** herein has paid stamp duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the government at the time of registration of conveyance deed of apartment, then such incremental stamp duty shall be borne and paid by the Allottee.

12.17 P.O.A FOR ADMITTANCE:-

Promoters have appointed 1. Shri. Balaji Dagdu Deshmane 2. Pawesh Ashok Chandrabas and 3. Shri. Shantaram Dnyaneshwar Chavan. Any One from the above can execute these presents by virtue of registered power of attorney No. AGG-2/5185 Dated 24.07.2014 and same is annexed herewith as **Annexure-H**

SCHEDULE-A (SAID LAND)

All that piece & parcel of Land admeasuring 8500.00 Sq. Mtrs., situated at Gat No. 172, village Shendra Jahangir, Taluka and District Aurangabad, commonly bounded as under :

On or towards East	:	Balance land of Gat No.174.
On or towards West	:	Government Road.
On or towards North	:	Balance land from same Gat No.172.
On or towards South	:	Balance land from same Gat No.172.

SCHEDULE-B (SAID FLAT)

To be constructed upon the said land described in the Schedule-A above, as a part of Project named as '**SARA VATIKA**'
Flat No. ----- on ----- Floor In----- Type Building

Carpet area as per notification no. MahaReta / Secy/File No. 27/84/2017 Dated. 14/06/2017. Through Circular No-4/2017)

Carpet Area in Sq. Mtrs.	Built Up Area in Sq. Mtrs.	Enclosed balcony area in Sq. Mtrs.	Open Terrace Area in Sq. Mtrs.
-----	-----	-----	-----
BOUNDARIES OF THE SAID FLAT			
EAST	WEST	NORTH	SOUTH
-----	-----	-----	-----

**SCHEDULE-C
DEVELOPMENT WORKS & COMMON AREAS**

- Staircases, lobbies, and exits of buildings.
- Entrance Gate and Security
- Electricity meter room
- Water tanks, sumps, motors, ducts and all apparatus connected with installation for common use.
- Internal roads and driveways
- Landscaping
- Underground water tank & pump room
- Drainage system
- Electricity supply transformer
- Street lighting
- Rainwater harvesting.

SCHEDULE-D

INTERNAL SPECIFICATIONS OF SAID FLAT

1. RCC FRAMED SUPER STRUCTURE.

2. Walls:

- 6" Thick external fly ash/clay brick work and 4" thick fly ash/clay bricks.
- Neerut finish internal plaster
- Sand faced single coat external plaster.

3. Doors and Windows:

- RCC door frames in all rooms with oil painted flush door.
- Main door wooden frame with attractive laminate and good quality fittings.
- 3 track powder coated aluminum windows with Mosquito net along with oil painted safety grills.

4. Electrical fittings:

- Concealed electrification with ISI switches or equivalent.
- MCB (miniature circuit breaker)
- T.V. and telephone point in living room.

5. Tiles:

- 24" x 24" Joint free ceramic tiles in all the rooms.
- Dado up to lintel level in bathrooms and kitchen.
- Green marble kitchen otta with S.S. sink.

6. Plumbing:

- Concealed plumbing with hot and cold mixing unit.
- One cp fitting in washing.

7. Color:

- External - Cement Paint
- Internal - Oil bound distemper

SCHEDULE-E

(PAYMENTSCHEDULE)

- I. 10% Booking Amount.
- II. 20% At The time of Agreement to Sale.

- III. 15% At The Time of Plinth Level
- IV. 10% At The Time of Second Slab.
- V. 10% At The Time of Fourth Slab.
- VI. 5% At The Time of Top Slab.
- VII. 10% At The Time of Brick Work of Said Flat / Floor.
- VIII. 5% At The Time of Internal Plaster of Said Flat / Floor.
- IX. 5% At The Time of External Plaster of Said Flat / Floor.
- X. 5% At The Time of Flooring of Said Flat / Floor.
- XI. 5% At The Time of Handing Over of Possession.

SCHEDULE-F

(MAINTENANCE SCHEDULE)

1. Building housekeeping
2. Building Security
3. Electricity charges for :
 - a. Lift
 - b. Passage area lighting
 - c. Any other electrical appliance meant for the respective building
- Annual maintenance charges for :

Common Area Maintenance

1. Common area housekeeping
2. Common area security
3. Electricity Charges for :
 - a. Street Lighting
 - b. Open space,
4. Annual maintenance charges for.
 - a. Water pumps
5. Water charges for tanker, water tax etc.
6. Facility Manager& supervisory staff and its admin expenses

INWITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

PROMOTER / OWNER / SELLER :-

M/s. Sakambari Buildcon.,
Through its Partner :-
Shri. Nilesh S/o. Sitaram Agrawal



SIGNED, By the within named

PURCHASER / ALLOTTEE :-

.....

.....

WITNESS :-

1. Shri. _____

Age :- _____ Occu :- _____

Add :- _____

2. Shri. _____

Age :- _____ Occu :- _____

Add :- _____