

AGREEMENT TO SALE

Agreement to sale of Flat No _____.located in "**SUKRUT APARTMENT**", Plot Nos.08 & 09, bearing C.T.S. No. 16325/20 & 26, Situated at Sanjay Co-operative Housing Society, Dargah Road, Peer bazar, District Aurangabad. The Market, value of Rs. _____ and actual sale value Rs. _____ Zone. _____ @ Rs. _____ per Sq. Mt.

This agreement to sale is executed today on __/__/_____ at Aurangabad,

Between

Mr. SHODHAN YASHWANT JOSHI,

Having its Registered Office at 102, "Veer Shanti", Kranti Chowk, Aurangabad 431005. Through himself (Authorized Signatories):-

MR. SHODHAN YASHWANT JOSHI, Age: 67 Years, Occupation; Business, R/o 28, Jay Nagar, New Osmanpura, Aurangabad. PAN: ABGPJ9446G, Aadhar No.: 8692 9817 2428.

(Hereinafter called as **Owners/Builder/Developer** which expression shall mean and include all their legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

1. MR. _____, Age: ____ years, Occupation : _____, PAN : _____, Aadhar No. _____

2. MRS. _____, Age: _____ years, _____ Occupation: _____, PAN : _____, Aadhar No. _____
Both R/o: _____.

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

WHEREAS the property land bearing C.T.S.No 16325/20, is purchased by Developers from the original land owner 1) Mr.Mukund Ramchandra Bhagwat By registered purchase deed bearing registration no.2533-2014 dated 05/04/2014 2) Mr. Yashwant Waman Joshi by Succession wide mutation no-4580 dated 18-11-2006 to Mrs. Arundhati Yashwant Joshi, That Mrs. Arundhati Yashwant Joshi By succession wide mutation no- 12300 dated 03-10-2019 to i) Mr. Shodhan Yashwant Joshi ii) Sau. Megha Jayant Pandit, iii) Sau. Manisha Mukund Bhagwat & iv) Supriya Vilas Nanal, That i) Sau. Supriya Vilas Nanal, ii) Sau Megha Jayant Pandit and iii) Sau. Manisha Mukund Bhagwat relinquish their share in favour of real brother Mr. Shodhan Yashwant Joshi vide release deed No. 24721 dated 13/12/2019.

AND WHEREAS the Developer entered into standard agreement with an Architect **Mr.Saurabh Mirkute**, 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 **Mr.Abhay S Patil**, 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 permission for construction is obtained from the Aurangabad Municipal Corporation, Aurangabad by the file No. 472/17/2021-22 dated 03/11/2021 vide Commencement Certificate/Permit No. 585/2020-21. copy of the construction plan is annexed herewith and marked schedule "C"

WHEREAS, the aforesaid property mention in "**Schedule-I**" is non-agricultural land having N. A. permission from the collector of Aurangabad vide order No. 92/MASHA/JAMIN-1/AKRUSHI/CR 76/91 dated 14/01/1992 and also got layout sanctioned from the town planning authority vide letter bearing outward no 955/2017-18 dated 24/07/2018.

AND WHEREAS, the building constructed on the said plots are submitted to the provision of Maharashtra Apartment/Flat Ownership Act, 1970 by executing the Deed of Declaration U/sec. 2-A of Maharashtra Apartment/Flat Ownership Act, 1970 which is registered at daybook serial No. 199/2019 dated 08/01/2019, at sub-registrar office at Aurangabad.

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 C.T.S record in respect of property where the apartment building is being constructed and they are annexure as A and B.

AND WHEREAS the authenticated copy of the lay out plan and the construction plan of the building are annexure C-1 and C-2 respectively.

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

AND WHEREAS the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elevations, 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 APARTMENT / FLAT NO. _____, Stilt _____ Floor, admeasuring area _____ Sq. Meter, Carpet & _____ **Sq.mtr. built up area**, IN THE SCHEME " SUKRUT APARTMENT", 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 sale the APARTMENT / FLAT NO. ____, Stilt _____Floor, admeasuring area _____ Sq. Meter, Carpet & _____ **Sq.mtr. built up area**, IN THE SCHEME "SUKRUT APARTMENT", to the purchaser for the total consideration of Rs. _____ (Rupees. _____ only) out of which the purchaser paid the earnest amount of Rs. _____ (Rupees _____ Only) to the Builder.

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

Particulars or Stage of Payment
At the time of booking token amount Rs. 5,00,000/- pay by the Purchaser to the DEVELOPER/BUILDER before execution of Agreement (if any).
Within 30 days booking amount 15% of the total price payable by the Purchaser to the DEVELOPER/BUILDER on execution of Agreement.
15% of the total price payable by the Purchaser to the DEVELOPER/BUILDER on completion of Plinth.
20% of the total price payable by the Purchaser to the DEVELOPER/BUILDER at the time of commencement of the 1 st slab of the Building.
20% of the total price payable by the Purchaser to the DEVELOPER/BUILDER at the time of commencement of the 02 nd slab of the Building.
10% of the total price payable by the Purchaser to the DEVELOPER/BUILDER on completion of Brick Work
10% of the total price payable by the Purchaser to the DEVELOPER/BUILDER on completion of walls, plaster of the Said unit.

05% of the total price payable by the Purchaser to the DEVELOPER/BUILDER on Completion the, Staircases, lobbies up to the floor level of the said unit.
05% Balance amount of the total price payable by the Purchaser to the DEVELOPER/BUILDER at the time of delivery of possession on or at the time of execution of sale deed or completion certificate of the said unit.

2) That the above said consideration is excluding the taxes, registration charges and stamp duty and G.S.T & other taxes imposed by government

any other surcharges in well or any other tax imposed on this transaction by any Government or Authority for handing over the possession of the apartment to the purchaser will be paid by him over and above the agreed price

3) The total price is escalation free, save and except escalation / increases, due to increase on account of development charges payable to the competent authorities and 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.15,000/- for formation of Association & Society and registration of the society.

II) Rs.10, 000/- for share of taxes and other charges/ levies in respect Of the Society and Association of Apartment.

5) 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.

6) 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.

7) 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.

8) 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.

9) 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 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.

10) 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.

11) 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 email 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 allottee fails to rectify the breach or breaches mentioned by the promoter within the period of notice, then at the end of such notice period, promoter shall be entitled to terminate this agreement. 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.

12) 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.

13) Procedure for taking possession: 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. 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 allottee, 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.

14 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;

15) Failure of Allottee to take possession of apartment/plot: 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.

16) 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.

17) 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. 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 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.

18) 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.

19) 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.

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.

20. 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 do me 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 chares, 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 favor 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.

21) 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.

22) 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 hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited/Federation as hereinbefore mentioned.

23) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or 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]

24) BINDING EFFECT.

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 not 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.

25) ENTIRE AGREEMENT.

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

26) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained here 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.

27) SEVERABILITY.

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.

28) METHOD OF CALCULATION OF PROPORTION SHARE WHEREVER REFERRED TO IN THE AGREEMENT.

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plots] to the total carpet area of all the [Apartment/Plots] in the Project.

29) **RIGHT TO AMEND.**

30) FURTHER ASSURANCES.

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the 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.

31). 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.

32) JOINT ALLOTTEES.

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.

33) Stamp Duty and Registration: - The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee. All the internal flooring, bath and kitchen finishing will be done by purchaser at her cost so the cost of the cost of these items is already deducted in agreed price. The purchaser will not ask any reduction in cost for these in future.

34) Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and regulations, there under.

GOVERNING LAW.- 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 the property part of C.T.S.No 16325/20 & 26 admeasuring 713.18 Sq. Mtrs., commonly bounded by:

ON TOWARDS NORTH : Rear Margin and Plot no. 04

ON TOWARDS SOUTH : Front Margin and 6.00 Mtrs. Road

ON TOWARDS EAST : Side Margin and plot no. 2,5,6

ON TOWARDS WEST : Side Margin and plot No. 14 and 6.00 Mtrs. Road

SCHEDULE "B"

All that part and parcel of APARTMENT / FLAT NO. ____, Stilt ____Floor, admeasuring area ____ Sq. Meter, Carpet & ____ Sq.mtr. Built up area, with exclusive terrace IN THE SCHEME "**SUKRUT APARTMENT**" at Plot Nos.08 & 09, bearing C.T.S. No. 16325/20 & 26, Situated at Sanjay Co-operative Housing Society, Dargah Road, Peer bazar, District Aurangabad. constructed on above property, bounded by:

TOWARD EAST :- _____
TOWARD WEST :- _____
TOWARD SOUTH :- _____
TOWARD NORTH :- _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED HERE IN UNDER AT AURANGABAD

VENDOR / DEVELOPER/BUILDER / PROMOTER

Mr. **SHODHAN YASHWANT JOSHI,**

ALLOTTEE/PURCHASER

Mr. _____ &

Mrs. _____

WITNESS:-

1.
Name: _____,
Age: _____,
R/o: Aurangabad

2.
Name: _____,
Age: _____,
R/o: Aurangabad

SUKRUT APARTMENT

102, VEER SHANTI, KRANTI CHOWK,
AURANGABAD- 431005.

ALLOTMENT LETTER

That the allottee has applied for **Flat/Unit No. 25 in building SUKRUT APARTMENT having carpet area admeasuring 1,444.7 sq. Meter as per RERA, (Built up area 2,081.34 Sq. Meters, Terrace area ____ sq mts)** CONSTRUCTED in the Property known as SUKRUT APARTMENT-A Property bearing Plot no 08 & 09, C.T.S. No. 16325/20 & 26, situated at Sanjay Co-operative Hosing Society, Dargah Road Usmanpura, Tq & Dist. Aurangabad totally admeasuring 713.18 Sq Mtrs. & the allottee has verified all the document of title and sanctioned in respect of the property mentioned above.

Hence this allotment letter .

SIGNED, SEALED & DELIVERED BY:

PROMOTER	PHOTO
MR. SODHAN YASHWANT JOSHI	

ALLOTTEE	PHOTO
1	
2	

SUKRUT APARTMENT

102, VEER SHANTI, KRANTI CHOWK,
AURANGABAD- 431005.
