To **Date :**

Subject: Allotment letter

Dear sir,

We are pleased to allot you flat nos_____ on the _____floor in our project “Raman Park” at plot no _____situated at Yeola village Tal. Yeola Dist. Nasik for total consideration of Rs._____/- (Rupees:-_____)

Other Costs payable to you

Infrastructure Cost - Rs._____/-

Legal Cost - Rs._____/-

MESB Cost. - Rs._____/-

Maintenance - Rs._____/-

Govt Statutory duties (as applicable on date of registration)

Stamp Duty - Rs._____/-

Registration Charges - Rs._____/-

GST . - Rs._____/-

Kindly register your flat s soon as possible.

Best Regards

Mr. Milind Parakh
Director
For Arham Constrotech Pvt Ltd

ZONE NO. -
GOVERNMENT VALUATION - Rs. ---------- /-
CONSIDERATION - Rs. ---------- /-
STAMP DUTY - Rs. ---------- /-
REGISTRATION FEE - Rs. ---------- /-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Yeola on this ---------- day of **2017.**

Nature of Document	AGREEMENT FOR SALE
Registration details	Joint sub-registrar Class-II, Yeola
Franking Unique No.	
Property Description in brief	
Consideration Amount	Rs. ---------- /- (In words - ---------- Only)
Stamp Purchaser Name	
Name of the other party	
If through name & Address	
Stamp Duty Amount	Rs. ---------- /- (In words - ---------- Only)
Authorised persons full signature & seal	

BETWEEN

Mr.**Haji Mohammad Issak Haji Mohammad Husain, Age -** 42 year, **Occu –** Agricultural and Business, **Pan No**.ABFPH0686P, **R/o at – Pardeshpura, Yeola, Taluka :Yeola, Dist : Nashik**

Hereinafter referred to or called as **"THE LAND OWNER / CO-PROMOTER",** (which expression is unless repugnant to the context or meaning thereof shall mean and include the Legal Heirs and his successors in interest and permitted assignees)

Through his General power of Attorney holder

Mr. Milind Ramanlal Parakh, **Age**-42 years, **Occup**-business,

R/o at- 'Manisha', Ashanagar, Nashik Road- Nashik-422101.

PARTY OF THE FIRST PART

AND

Arham Constrotech PVT LTD a company duly registered under the Companies Act, 1956 having its registered **office:** - 'Manisha', Ashanagar, Nashik Road- Nashik-422101. **PAN NO**-AAFCA7025H

through the Director - Mr. Milind Ramanlal Parakh,

Age-42 years, **Occup**-business,

Residing at - 'Manisha', Ashanagar, Nashik Road- Nashik-422101.

Hereinafter referred to or **c**alled as **"The Developer / Promoter"**, (which expression is unless repugnant to the context or meaning thereof shall mean and include the said company and its successors in interest and permitted assigns)

PARTY OF THE SECOND PART

AND

1. Mr.----------

Age - ---------- year, **Occu -** ----------, **Pan No**.----------,

R/o at -

2. Mr.----------

Age - ---------- year, **Occu -** ----------, **Pan No**.----------,

R/o at -

Hereinafter referred to or called as **"THE ALLOTTEE / PURCHASERS"** (which expression unless repugnant to the context or meaning there of shall mean and include the Allottee / Purchaser /s alone so far as the obligations on the part of the Owner/Promoter is concerned and Alottee / Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

PARTY OF THE THIRD PART

W H E R E A S

All that piece and parcel of the land situated at Village, Taluka : Yeola, Dist : Nashik bearing Survey No. 16/14 admeasuring total area 02H32ARE + Potkharaba 00H01ARE i.e. 02H33ARE out of which 00H80ARE area is owned by the original land owner i.e. the Co-promoter Mr Haji Mohammad Issak Mohammad Husain.

The said Survey No. 16/14 was originally owned by Mr Anil Sadashiv Patil / Shinde. The Co-promoter / the Owner purchased the 00H80ARE area out of the total area of the said Survey Number by registered Sale Deed dated 14/10/2015 which is registered in the Office of Sub-Registered of Yeola at Sr No. 3641/2015. The name of the Co-promoter is entered in the owner's right coloumn of the 7/12 extract by ME No. 13788 on 23/11/2015. Thus the owner / co-promoter Mr Haji Mohammad Issak Haji Mohammad Husain become the absolute owner of the area admeasuring 00H80ARE which is more specifically mentioned in the **Schedule – I.**

Subsequently, Mr Haji Mohammad Issak Haji Mohammad Husain prepared a layout plan of the said 00H80ARE area and got approval of the layout Plan from Yeola Municipal Corporation and also converted the said land for non-agricultural use with the NOC of Collector Office, Nashik dated 01/07/2016. Thus, the said 00H80ARE land is converted into a non-agricultural (residential purpose) layout and accordingly the effect of layout is given to the revenue record by ME No. 14269. As per ME No. 14269, 7/12 extract of Plot No. 1 to 32 are separated.

W H E R E A S

Mr Haji Moh. Issak Haji Moh. Hussain executed Development Agreement regarding plot No. 1 to 23 out of Survey No. 16/14 in favour of Arham Constrotech Pvt Ltd., the said Development Agreement is executed on 20/10/2016 in the Office of Sub-Registrar, Yeola at Serial No. 3871 / 2016. The land owner also executed the General Power of Attorney for development of the said plots in favour of Mr Milind Ramanlal Parakh being the authorized

Director of the Arham Constrotech Pvt Ltd., which is also registered at the same time at Serial No. 3872 / 2016. The said Development Agreement is regarding the Plot No. 1 to 23 out of the Total 32 Plots, the promoter has registered the projet upon the said plots in two phases, out of which the first one is upon plot no. 8&9,called as **"Raman Park Phase I".** The Said plot no. 8 & 9 are more specifically described in **Schedule – I** hereunder .

(Hereinafter collectively referred to as **"THE PROJECT LAND"**)

A.Thus the owner is having clear and marketable title of the Project Land and he has executed registered Development Agreement in favour of the Promoter Company along with registered General Power of Attorney in favour of the Authorised Director of the Company. In these circumstances the Developer / Promoter herein is entitled to develop the said land. As per the terms of the Development Agreement the consideration against the Development rights to the owner is agreed in the form of 40% constructed premises. The Developer / Promoter is entitled for the 60% constructed premises. Considering the sharing ratio of constructed premises between the Promoter and the Land Owner we have mentioned the Land Owner as Co-promoter in this Project.

AND WHEREAS,

the Promoters are entitled and enjoined upon to construct buildings on the Project Land as per the approved Building Plan.

AND WHEREAS,

the Promoter and Co-promoter are in actual possession of the Project Land.

AND WHEREAS,

the Promoter has proposed to construct building upon **Plot No.8&9** of Block No. 16/14 (Part) as per approved Building Plan for Residential purpose.

AND WHEREAS, the Allottee is offered an Apartment bearing No. ..... on the ..... Floor (hereinafter referred to as the **'Said Apartment'** more specifically described in **schedule II**) in Building called "**Raman Vastu**" (hereinafter referred to as the **'Said Building'**) being Constructed in the **first Phase** of the said Project by the Promoter.

AND WHREAS, the Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architect and such agreement is as per the Agreement prescribed by the Council of the Architect, Architect Gaikwad Associates, having Office at A-302, IIIrd Floor, Prathamesh Plaza, Above Sony Paithani, Raka Colony, Behind

Kulkarni Garden, Nashik – 422005, are appointed as Architect for the Project.

AND WHEREAS, the Promoter has appointed Mr. Mitesh Mutha , Nashik Structural Engineer for the preparation of the Structural Design and Drawings of the Buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building/s.

AND WHEREAS, by virtue of the Development Agreement and General Power of Attorney the promoter has sole and exclusive rights to sale the apartments in the Said Building/s to be constructed by the Promoters on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS, on demand from the Allottee the Promoter has given inspection to the Alotte of all the documents of title relating to the Project Land and the Plans, Designs and Specifications prepared by the Promoter's Architect M/s Gaikwad Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as 'The Said Act') and the Rules and Regulations made thereunder .

B. The following Authenticated copies of certificate, important permissions and orders are Annexed with this Agreement as under : -

i. Title Report and details of Title issued by Advocate of Promoter - **Annexure 'A'**

ii. 7/12 Extract of Plot 8&9 – **Annexure 'B'**

iii. Finally approved Layout Plan for residential purpose bearing No. 1341 dated 22/09/2016 - **Annexure 'C'**

iv. Letter bearing No. B115/16/17 dated 31/03/2007 regarding Construction upon **Plot No. 8&9** issued by Yeola Municipal Council, Taluka – Yeola, Dist - Nashik –**Annexure 'D'**

v. Authenticated copy of approved Building Plan and specification of apartment agreed to be purchased by the Allottee – **Annexure 'E'**

vi. The Registration Certificate of the Project granted by the Real Estate Regulatory Authority - **Annexure 'F'**

AND WHEREAS,

The structural specification & specification of amenities of the Apartment are described in **Schedule – III** mentioned hereunder.

AND WHEREAS,

The description of the payment received or to be received from the Allottee towards consideration is mentioned in **Schedule – IV** hereunder.

AND WHEREAS,

the Promoters has got some approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said Buildings and shall obtain the balance approval from various authorities from time to time so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building.

AND WHEREAS,

while sanctioning the said plan concerned local authorities and / or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoter while Developing the Project land and the Said Building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the Said Building shall be granted by the concerned local Authorities.

AND WHEREAS,

the Promoter has commenced Construction of the Said Buliding in accordance with approved plans.

AND WHEREAS,

the Allottee has applied to the Promoter for Allotment of an apartment No. ..... on situated in the Building Raman Vastu being constructed in the I Phase of the Said Project.

AND WHEREAS,

the carpet area of the Said Apartment is .... Sqmtrs and Carpet area means the net usable Floor area of an Apartment, excluding the area covered by the external walls, areas under Service, Shafts, execlusive Balcony, appurtenant to the Said Apartment for exclusive use of the Allottee or Verandah area exclusive open terrace area appurtenant to the said apartment for exclusive use of the Allottee but includes the area covered by the internal partition walls of the Apartment.

C. The Allottee herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other Apartment/s, terraces, and top terrace etc.

D. The parties hereto are desirous to reduce in writing all the terms and Conditions of this transaction and hence these presents.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION ON THE SAID LAND: -

The Promoter shall construct the Said Buildings consisting of four Floors in accordance with the Plans, Designs and Specifications as approved by the concerned local authority from time to time. Provided that Promoter shall have to obtain prior consent in writing of the Allottee in respect of variation or modifications which may adversely affect the Apartment of the Allottee except any alternation or any addition required by any Government Authorities or due to change in law.

2. CONSIDERATION OF THE APARTMENT : -

The Allottee hereby agrees to Purchase form the Promoter and the Promoter hereby agrees to Sale to the Allottee apartment No. ..... of the type .... of Carpet area admeasuring ..... Sqmtrs on ..... Floor in the Building ..... (hereinafter referred to as the Apartment) as shown in the Floor Plan Annexed and marked in **Annexure E** for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the second Schedule hereunder (the price of the Apartment including the proportionate price of common areas and facilities and parking spaces should be shown separately)

Thus, the aggregate consideration amount for the Apartment is Rs. .....

The Allottee has paid on or before execution of this Agreement a sum of Rs. ..... (In words Rupees ..... Only) which is not exceeding 10% of the total consideration as advance payment and hereby agrees to pay to the Promoter the balance amount of Rs. ..... (In words Rupees ..... Only) in the manner described in **Payment Plan Schedule IV**

The above mentioned total price is excluding of the applicable taxes payable by the Promoter in connection with the Construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment.

The total price of escalation free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or

imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost of levies imposed by the competent authorities etc. the Promoters shall enclosed the said notification/order/regulation published / issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

3. PAYMENT IN INSTALLMENTS: -

The Purchaser/s herein is/are well aware that, the building in which the said aparment is situated and the building is under construction on the said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Developer herein in the manner detailed in the payment schedule annexed hereto.

The Purchaser/s herein shall pay the aforesaid consideration to the developer on before due date or within 8 (eight) days from the Purchaser/s receiving the written intimation from the Developer calling upon the Purchaser/s to make the payment.

Payment in time is the one of the main and important essence of this Agreement for sale.

The Developer herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by, cash, Cheques / Demand Draft/RTGS issued/drawn in the name of "**Arham Constrotech Pvt Ltd**"payable at Nashik

However in case the Purchaser/s make any payment by any outstation cheques / demand drafts, the date of payment shall be treated as and when the said amount is credited to the account of the Developer and only to the extent of the amount left after deduction of any commission/collection charges or other charges which may be charged by the bank.

3(1) The Promoter may allow, in it sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payment @ ..... % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

3(2) The Promoter shall confirm the final carpet area that has been allotted to all Allottee after the construction of the Building is complete and he Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated 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 Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. 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 per square meter as agreed in Clause 2 of this Agreement.

3(3) The Allottee authorizes Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payment in any manner.

4. OBSERVATION OF CONDITIONS IMPOSED BY THE LOCAL AUTHORITY AND LAW : -

(1) The Promoter hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.

(2) PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT :-

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the Allottes after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided

in clause 2 herein above. (“Payment Plan”).

5) UTILISATION OF FSI / TDR

The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 495.10 sqmtrs only and Promoter has planned to utilize floor space Index of0.99 sqmtrsby availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increase FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of .0.99 sqmtrs proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6) INTEREST ON UNPAID DUE AMOUNT :

(1) 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 the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

(2) Without prejudice to the right of Promoter to charge interest in terms of sub clause 6.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under the Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defauls of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by the Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. 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 Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

7) SPECIFICATIONS AND AMENITIES :

The fixtures and fittings with regard to the flooring and sanatory fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the promoter in the said building and the Apartment as are set out in the **Annexure IV** annexed hereto.

8) DELIVERY OF POSSESSION :

The promoter shall give possession of the Apartment to the Allottee on or before 30th day of October 2018 if the promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid day then the promoter shall be liable on demand to refund to the allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned herebefore form the date the promoter received the sum till the date the amounts and interest thereon is repaid.

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 Building in which the Apartment is situated is delayed on account of .....

I. The Allottee/s has/have committed any default in payment of Installment as mentioned herein above.

II. Any extra work required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/s.

III. Non-availability of steel, cement, or any other building materials, Water or electric supply.

IV. War, civil commotion or act of God.

V. Any notice, order, rules or notification of the Government and/or public or competent authority.

VI. Any permission or sanction from the concerned authorities being delayed in spite the same being followed up by the Promoter.

VII. Non timely delivery and installation of any systems, plants and

equipments from the manufacturers/distributors/agencies in spite of the same being followed up by the Promoter as the said project contain ultra modern amenities and state of art facilities.

VIII. Any litigation or any order of any Court or judicial forum.

IX. Any act beyond the control of the Promoter.

9) 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, to the Allottee in terms of this Agreement to be taken in three months from the date of issue of such notice and the Promoter shall give the possession of the Apartment to the Allottee. The promoter agrees and undertake to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The promoter on its behalf shall offer the possession to the Allottee in writing within seven days of receiving the Occupancy Certificate of the Project.

10) 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

.

11 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT : -

(i) Upon receiving the written intimation from the Promoter as mentioned earlier the allottee shall take possession of the Apartment from the Promoter by executing necessary indemnity, undertakings and such other documentation as prescribed in this agreement and the Promoter shall give the possession of Apartment to the Allottee. In case of failure on the part of Allottee to take possession within prescribed time such Allottee shall continue to be liable to pay maintenance charges, proportionate share of the outgoings in respect of the project land and building namely local taxes, betterment charges, or such other levies by the concerned local authority and / or Government Water Charges, Insurance, Common lights, Repairs and Salaries of Clerks, Bill Collectors, Chowkydaars, Sweepers and all other expenses necessary and incidental to the Management and the maintenance of the Project land and Bulding, as applicable.

(ii) DEFECT LIABILITY PERIOD : -

The Allotee/s herein shall take the possession of the said Apartment

within 7 (seven) days from the date of the Promoter giving written intimation to the Allottee/s herein intimating that, the said Apartment is ready for fit-out purpose.

If within a period of five years from the date on which the Promoter have given the necessary intimation in writing under this agreement to the Allottee/s to take the possession for fit-out or the date of obtaining the completion certificate from the concerned authority, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building/s in which the said Apartment is situated or the material used thereon or any unauthorized change in the construction of the said Apartment then wherever possible such defect/s or unauthorized changes shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be only entitled to receive from the Promoter reasonable compensation for such defect or change.

Provided further that it is agreed that the described liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Promoter have given the necessary intimation in writing under this agreement to the Allottee/s to take the possession for fit-out, whichever is earlier.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s 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 the water. If any of such works are carried out without the prior written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/s either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that there are extreme temperature variations in Nashik District leading to shrinkage cracks in the walls and such shrinkage cracks shall not be deemed to be any defect. Defect/s in fittings and fixtures are not included therein as separate warranties are given by their respective manufacturers.

12) USE OF THE APARTMENT : -

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of parking vehicle.

13) FORMATION OF ORGANISATION OF TENAMENT HOLDER IN THE BUILDING : -

The Allotte alongwith other Allottee of the apartment in the building shall join in forming and registering the Society or the Association or Limited Company 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 order papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming the member, including the bylaws of the Society and duly filling, sign and return to the Promoter in 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 the Allottee. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bylaws or Memorandum or Articles of Associations, as may be required by the Registrar of Co-operative Societies or the Registrar of the Companies, as the case may be or any other Competent Authority.

13(i) The Promoter shall, within three months of the registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the rights, title and the interest of the Owner / Promoter and / or the Owners in the said structure of the building or wing in which the said Apartment is situated.

13(ii) The Allottee further agrees that till the Allottee's share is determined the Allottee shall pay to the Promoter provision monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until conveyance of the structure of the building is executed in favour of the Society or a Limited Company as aforesaid.

14) PAYMENT OF TAXES, CESS MAINTENANCE ETC :-

The Allottes shall on or before delivery possession of the said premises with the Promoter the following amounts : -

i. Rs. ..... share money, application entrance fees of the society or limited company / Federation / Appex Body.

ii. Rs. ..... for formation and registration of the Society or Limited Company / Federation / Appex Body.

iii. Rs. ..... for proportionate share of taxes and other charges / levies in

respect of Society or Limited Company / Federation / Appex Body.

iv. Rs. ..... for deposite towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Appex Body.

v. Rs. ..... for deposite towards Water, Electric and other utility and services connection charges etc.

vi. Rs. ..... for desposite of Electrical receiving and sub-station provided in layout.

15) LEGAL COST AND CHARGES : -

The Allottee shall pay the Promoter a sum of Rs. ..... for meeting all Legal Cost, Charges and Expenses including professional fees of the Advocate of the Promoter in connection with formation of the Said Society or Limited Company / Federation / Apex Body for preparing its rule, regulations and bylaws and cost of preparing Agreements and Conveyance Deed etc.

16) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and Warrants to the Allottees as follows : -

i. The Promoter and Owner 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 carried out developments 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 requisite approvals from the competent authorities to carry out development project and shall obtain requisite approval from time to time to complete the development project.

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

iv. There are no legitations pending before any court of law with respect to the project land.

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

common areas.

vi. The Promoter has 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 an 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 which will in any manner affects the rights of Allottee under this Agreement.

viii. The Promoter confirms that the Promoter is not restricted in any manner what so ever from selling the said Apartment 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 the Allottees the Promoter shall handover lawful, vacant, peaceful physical possession of the common area of the structure to the Association of the Allottee.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes, other money, levies, imposition, premiums, damages and /or penalties and other outgoings, whatsoever payable with respect to the said project to the competent authorities.

xi. No notice form the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification has been received have served upon the Promoter in respect of the project land and /or the project disclosed in the title report.

17) COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID APARTMENT ETC.: -

The ALLOTEE/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated.

A. To maintain the said Apartment at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said Flat/Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building/wing in which the said Apartment is situated, staircase or any passage which may be

against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Apartment and/or to the building /wing in which the Apartment is situated and in or to the said Apartment itself or any part thereof.

B. Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, or any other structure of the building/wing including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of the said Apartment. Negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for all the consequences of the breach.

C. To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee/s with the written consent and under the supervision of the Promoter authorized team and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority.

But in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority. Allottee shall keep the Owner Promoter harmless and indemnified from all or any action if taken by any person or authority or incidentals thereof.

D. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building/s and shall keep the sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to

support shelter and protect other parts of the building 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 said Apartment without the prior written permission of the Promoter and/or the society or the limited company or Condominium.

E. 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 said land and the building.

F. To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority.

G. The Allottee/s shall not let, sub-let, transfer assign or part with Allottee/s interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under the agreement are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained written consent thereof after possession.

H. The Allotee/s shall observe and perform all the rules and regulations which the Association of the Apartment Owners or Co-operative Society or Limited Company may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are to be constructed thereon and tenements therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and other public bodies. The Allottee/s shall observe and perform all the stipulations and conditions laid down by the Bye-laws of the Apartment or the Deed of Declaration, or Bye Laws of Society or Memorandum and Articles of Association of Company, the Owners of the tenements regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

I. Till the conveyance of the building in which the said Apartment is situated is executed, the Allottee /s shall permit the Promoter and their surveyors and agents with or without workmen and others at all

reasonable times to enter into and upon the said Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

J. Not to obstruct the construction & development work of the Owner/ Promoter in the entire project at any time for any reason and in any way.

K. Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposite demanded by the concerned local authority or Government for giving Water, Electricity or any other service, connection to the building in which Apartment is situated.

18) 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 outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.

19) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said apartments 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 will remain the property of the Promoter until the said structure of the Building is transferred to the Society / Limited Company / other Body and until the Project Land is transferred to the Apex Body / Federation as herein before mentioned.

20) 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 created then notwithstanding anything contain in any other law for the time being enforce, such mortgage or charge shall not affect the right and interest of he Allottee who has taken or agreed to take such Apartment.

21) BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and deliver this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and secondly, appears for the registration of the same before the concenrned Sub-registrar as and when intimated by the

Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and / or appear before the Sub-registrar Office Registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee application 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.

22) REGISTRATION :

The original of this agreement is given to the ALOTEE the Allotee/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office in Yeola for registration within four months from the date of execution of this agreement as the time limit prescribed under the Registration Act and Promoter after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.

23) SERVICE OF NOTICE: -

All notices to be served on the Allottees and if more than one Allottee than on the Allottee No. 1 as contemplated by this agreement shall be deemed to have been duly served if the notice, letters, documents etc. is sent to the Allottee or Allottees as the case may be Registered Post or Courier or by Email at his/her/their address/es specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this Agreement. In change of any address, telephone number, email address the Allottee/s shall inform in writing the same to the Promoter forthwith.

24) STAMP DUTY AND REGISTRATION FEE: -

The Allotee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoter in favour of the Allottee. And the Promoter will not be expected to contribute any amount in this regard.

The Consideration of the said Apartment as agreed between the parties the Allottee herein is as per the prevailing rate in subject locality, which is the true and fair market value of said Apartment. As agreed between the parties hereto, the Allottee/s has paid proper stamp duty along with appropriate registration fees herewith. The stamp duty is paid on these presents as per The Maharashtra Stamp Act, 1958, Schedule-1,

Article 25(b) (vi) (d) (1) for residential premises read with Explanation 1. **The Apartment Allottee/s herein has paid stamp duty of Rs.----------/-**
(Rupees ---------- Only)

25) ENTIRE AGREEMENT AND RIGHT TO AMEND : -

This Agreement alongwith 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 letters, correspondence, arrangements whether written or oral, if any, between the parties in the regard to the said Apartment as the case may be.

This Agreement may only be amended through written consent of the parties and by due procedure of law.

26) PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTE AND ALSO SUBSEQUENT ALLOTTEES : -

It is clearly understood and so clearly agreed by and between the parties hereto that all the provisions contend herein and the obligations arising hereunder in respect of the project shall be equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intends and purposes.

27) SEVERIABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under applicable laws such provisions of the Agreement shall be deemed, amended and deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provision of the agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT : -

Wherever in this Agreement it is stipulated that, the Allottee has to make any payment, in common with other Allottees in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the project.

29) FURTHER ASSURANCES : -

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably

required in order to effectuate the provisions of this Agreement or of any transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30) DISPUTE RESOLUTION : -

Any dispute between parties shall be settled amicably, in case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of Real Estate (Regulation and Development) Act 2016, Rules and Regulations thereunder. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India time being enforced and Taluka Yeola / District Nashik Courts will have jurisdiction for this Agreement.

31) The Allottee declares that he / she / they has / have read this Agreement fully understood it and agreed to the contents of this agreement and assured that he / she / they shall abide by all the terms and conditions of this Agreement and only thereupon this written Agreement has been executed.

SCHEDULE - I

All that piece and parcel of the land situated at Village and Taluka Yeola, District Nashik bearing Survey No. 16/14 admeasuring area 02H32ARE + Potkharaba 00H01ARE admeasuring total area **02H33ARE** out of which **00H80ARE** area is owned by the above mentioned owner said 00H80ARE area is bounded as under : -

On or towards East	:	Road
On or towards West	:	Remaining area of Survey No. 16/14
On or towards South	:	Survey No. 18 Part
On or towards North	:	Remaining area of Survey No. 16/14

The above mentioned 00H80ARE land is developed and a layout is sanctioned by the co-Promoter / Land Owner out of which total 32 Plots are created and Plot No. 1 to 23 is the Subject matter of the project, however the Raman Park Project Phase-I is located upon Plot No. 8 & 9 out of the said Survey No. 16/14. The plot No. 8 & 9 respective are admeasuring area 247.55 Sq mtrs total admeasuring area is 495.10Sqmtrs of the Project Land. The Plots are bounded as per the sanctioned Layout plan Annexed herewith.

SCHEDULE - II

(Description of the said Apartment)
Apartment No. ----------in the building named **'----------'**
as per booking plan on ---------- **floor** .
Carpet area ..... Sqmtrs

The Apartment is consisting of Hall+ kitchen+ --------bedroom+ WC and bathroom.

SCHEDULE - III
AMENITIES

- **R.C.C.**

Earthquake resistance RCC Framed Structure 15" wide loft will be provided in kitchen.

- **BRICK WORK**

Good Quality brickwork 6" thick for external walls & 4" thick for internal walls. Double coat plaster from outside and Neeru finish plaster from inside.

- **DOORS AND WINDOWS**

Main entrance door frame will be wooden and all other will be concrete door frame. All door shutters will be waterproof phenol bonded flush door with good quality. Three track aluminium windows with mosquito net and protective grill.

- **FLOORING**

Ceramic flooring tiles of size of 2' x 2'
Antiskid tile will provided for bathroom and balcony.
Glazed tiles will be provided in bathroom [upto 7' ht) and WC (upto 7' ht)
Tiles upto 7' above Kitchen otta will be provided.
Green marble Kitchen platform of size 8Ft long with stainless steel sink shall be provided.

- **SANITARY AND PLUMBING**

All plumbing work will be concealed type.

Hot and Cold water system will be provided in bathroom alongwith provision of Geyser.

Standard quality plumbing and sanitary fixture will be provided in unit.

- **ELECTRIFICATION**

Concealed Electrification with sufficient point, including power point will be provided in every flat.

Standard quality switches and Wire shall be used for the same.

- **WATER PROOFING**

Brick bat coba waterproofing will be provided in Toilets, Bathroom and Terrace.

- **PAINTING**

External painting will be Apex Paint.

Internal paint will be pleasant shade in Oil Bond distemper.

Doors, Windows grill will be oil painted of standard quality.

- **OTHERS**

Compound with MS gate will be provided for security.

Vastu Friendly planning

Quality Management System (QMS) adopted at site.

PAYMENT PLAN SCHEDULE - IV

The Allottee has paid on or before execution of this Agreement a sum of Rs. ..... (In words Rupees ..... Only) which is not exceeding 10% of the total consideration as advance payment and hereby agrees to pay to the Promoter the balance amount of Rs. ..... (In words Rupees ..... Only) in the following manner : -

i. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the Slabs including podiums and stilts of the

building or wing in which the said apartment is located.

iv. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of Walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary Fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. ..... (In words Rupees ..... Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lift, water pumps, electrical plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which he said Apartment is located.

viii. Balance Amount of Rs. ..... (In words Rupees ..... Only) against and at the time of handing over the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

The above mentioned total price is excluding of the applicable taxes payable by the Promoter in connection with the Construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment.

i. Annexure 'A'

Title Report and details of Title issued by Advocate of Promoter

ii. Annexure 'B'

7/12 Extract of Plot No. 8 to 9

iii. Annexure 'C'

Finally approved Layout Plan for residential purpose bearing No. 1341 dated 22/09/2016

iv. Annexure 'D'

Letter bearing No. B115/16/17 dated 31/03/2007 regarding

Construction upon Plot No. 1 to 7, Plot No. 10 to 16 & 17 to 23 issued by Yeola Municipal Council, Taluka – Yeola, Dist - Nashik

OR

Letter bearing No. B115/16/17 dated 31/03/2007 regarding Construction upon Plot No. 8 to 9 issued by Yeola Municipal Council, Taluka – Yeola, Dist – Nashik

v. Annexure 'E'

Authenticated copy of approved Building floor Plan and specification of apartment agreed to be purchased by the Allottee

vi. Annexure 'F'

The Registration Certificate of the Project granted by the Real Estate Regulatory Authority

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written SIGNED SEALED AND DELIVERED by the

withinnamed The land Owner and Co-promoter
1. Haji Mohammad Issak Haji Mohammad Husain
Through his general power of attorney holder
Mr. Milind Ramanlal Parakh .....

SIGNED SEALED AND DELIVERED by the
Within named Promoter
M/s Arham Constrotech Pvt Ltd.,
through the hands of two of its Directors
Mr. Milind Ramanlal Parakh .....

SIGNED SEALED AND DELIVERED by the
within named Allottee/s.

1. **----------** .....

2. **----------** .....

In the presence of :

1. Signature : … … … … … … … … … … … … …
Name :
Address :

2. Signature : … … … … … … … … … … … … …
Name :
Address :