AGREEMENT FOR SALE

This Agreement for Sale with its schedules and Annexure (hereinafter "Agreement") is made & executed at Nashik on this ____ day of _____ 2018.

.....

BY AND BETWEEN

M/S DREAM SHELTER DEVELOPERS LLP
A Partnership duly Form under the provision of Limited Liability Partnership Act, 2008, having its Registered Office
"The Exchange" Near Ved Mandir, Tidke Colony,
Trimbak Road, Nashik-422009.
PAN No.- AAECD1505A
Through Authorized Signatory

_____

Hereinafter referred to as the "DEVELOPER" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, assigns, administrators, etc.) Of the **'One Part'.**

AND

NAME -
AGE -
PAN NO. -
OCC -
ADDRESS -

HEREAFTER referred to as the ALLOTTEES/S (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their/heirs, executors, administrators and permitted assigns / in the case of a partnership firm, The partners for the time being and from time to time constituting. The partnership firm, the survivors of them and the heirs, executors and administrators of the last surviving partner and permitted assigns/ in case of a body corporate / company its successors and permitted assigns / in case of Hindu undivided family the Karta and members for the time being and from time to time of the co-partner and survivor/s of them and the heirs, executor, administrators and assigns of the last survivors of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor/s of them and permitted assign) of the **Other Part**.

Hereinafter the Developers and the ALLOTTEE may individually, be referred to as "Party" and collectively as "Parties" In this agreement the reference to any party in singular shall include plural as the case may be and vice versa. Further,

any reference to any party in masculine shall mean and imply reference in feminine or to the firm/ company as the case may be.

WHEREAS by an Agreement dated 30.09.2014 executed between **1. Shri. Abhijit Prakash Patil 2. Shri. Prakash Sadashiv Patil.** (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Village Chunchale, Gat No.114 its CTS No. 4472/1, admeasuring 6876.15 sq. mtrs. + Gat No. 106 its CTS No. 4469/1-2, Area admeasuring 2763 Sq.mtrs. in the Registration Sub-District of Nashik or thereabouts more particularly described in the **Schedule A 1 & 2** therein (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

The Promoter is in possession of the project land.

NAME OF THE PROJECT –
The name of the project is **"DREAM SHELTER"** the Project consisting of Total 4 Phase and 12 Buildings. Having 3 buildings in each Phase. Every Building consists of ground + 7 floor, and 30 Apartments. 2 Apartments on Ground Floor and 4 Apartments on 1 to 7 Floors. As per available F.S.I and as per the prevailing NMC Rules, the promoter has decided to develop the said property in Four phases. Each phase consist 3 Buildings.

AND WHEREAS the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;-
Architect Mr. Umesh Bagul Reg. No. CA/93/15997.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
Eng. Mr. Avinash Malpani Reg. No. 48.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no _____ authenticated copy is attached in **Annexure 'A'**.

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter 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 Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Umesh Bagul Reg. No. CA/93/15997** 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;

AND WHEREAS the authenticated copies of Property card and extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed. Promoter has given inspection to the Allottee of all the documents. C.T.S. extract have been annexed hereto and marked as **Annexure 'B'.**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. Commencement Certificate is attached herewith as **Annexure 'C'**.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the 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/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. ____** on **__floor** in **wing-__**situated in the **Building No.- ___** being constructed in the **phase-__** of the said Project, AND WHEREAS the carpet area of the said Apartment is **___Sq. Mtr.** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/- (Rupees _____) by cheque no. _____ on _____, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said

Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said building/s consisting of ground floor and seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. ____** of the **Building No. ___** of **Wing No. ____** carpet area admeasuring **_____ Sq. Mtr.** on ____ **Floor** in the building __/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure 'D'** for the consideration of Rs. _____/- (Rupees _____) including 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 Schedules.

1.b The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount as per **schedule B.**

1.c The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T., and Cess or any other similar taxes which may be levied, 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 Flat Purchaser admits that the amount paid by the purchaser to the vendor/ extent of supply of services, whichever is higher. The balance amount to be paid/ extent of supply of services, as reduced by 33% (deemed reduction of land cost) on or after 01/07/2017 will attract CGST at 6% + SGST at 6%. However to pass on the benefit of lower Tax burden under the GST regime (Anti profiteering as prescribed under section 171 of GST Law) a 5% credit on account of GST benefit* is being applied. Hence tax applicable amounts to 3% i.e. Rs._____/- (Rupees _____) (The Expected benefit is calculated on the basis of estimated figure of Input credit) & such other taxes, cesses, charges etc. levied by Government and Semi Government authority if any with each installment on due date or within 7 days from the Promoter giving, verbal, written intimation or E-mail intimation (on-the E-mail ID provided by the customer) to the Flat Purchaser calling upon the Flat Purchaser to make the payment. For all the due amounts from the purchaser Payment in time is the essence of the Agreement. The above taxes, cesses and charges are subject to change by government and the Purchaser shall pay the aforesaid amount as applicable from time to time, without any objection on his/ her part in future.

1. d The Total Price is 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, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1. e The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. f The Allottee authorizes the 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 the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 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.

2.2 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 to the Allottee and the common areas to the association of the allottees 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 **Annexure D** herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project is, basic 1.1 plus premium 0.5 total adding to 1.6 as per approved plans of the said project. 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.

4.1 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults 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 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.

5. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March 2022. 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 date 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 mentioned in the clause 4.1 herein above from 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 to be 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.

6.1 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 within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment 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 allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 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:

6.3 Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time, such Allottee

shall continue to be liable to pay maintenance charges as applicable.

6.4 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 manner as provided under the Act.

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

8. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a 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/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

8.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

8.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.600 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 a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

8.4 At the time of registration of conveyance of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such Conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such

conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation, (as applicable by Law, Rules & Regulations) to every individual Allottee.

8.5 The ALLOTTEE further agrees that the promoter shall be entitled to use and utilize to its maximum, all the benefits fiscal or nonfiscal, specified or not specified in this agreement or to be availed or granted or made available in future on account of change of policy / policies, incentive/s or change in the rules and regulations such as any tax exemptions, tax holidays, FSI/ TDR/ Permissible coverage area of the schedule land etc., to which the promoter is eligible or qualified or entitled is eligible or qualified or entitled.

9. REPRESENTATIONS 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 given by **Adv. A.V.Pardeshi**, Nashik 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 requisite 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 litigations 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 permits 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 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 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;

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 the Project except those disclosed in the title report.

10. The promoter shall retain the right to the terrace on the top floor of the building to be constructed, and they shall continue to remain with the promoter and possession or management thereof shall vest with promoter. The promoter shall have right to the terrace, including the right to construct additional floor or floors on the terrace in the future by utilizing the F.S.I / permissible coverage area of the schedule land or any other development rights in respect of the schedule land or in respect of any other

properties. The ALLOTTEE doth hereby give his/ her their irrevocable consent and "no objection" to the promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the schedule land. It is further agreed that neither the ALLOTTEE herein nor other ALLOTTEE/s of the respective Apartment in the said building or their employees, contractors or agents shall be entitled to enter upon or have access to the terrace or any part thereof. The ALLOTTEE hereby gives irrevocable consent to the demolition removal and relocation of the tank for municipal water, tank for storage of tanker/ bore-well water, rain water harvesting tank, fire fighting water storage tank, watchmen cabin etc, or any other articles for the time being to carry out such additional constructions.

11. FACILITIES:-

The nature, extent and description of the common area and facilities are more specifically described hereunder written in **"Schedule C"** & limited common area and facilities are described **"Schedule D"** & common amenities for the project has been described in **"Schedule E"**, specification and amenities of the Apartment described the **"Schedule F"** The promoter provide facilities and amenities as mentioned in the schedule hereunder written:-

The facility to use and enjoy service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges) as shall be framed by the promoter and ALLOTTEE shall abide by the same. The promoter has reserved unto itself and its successor, the right to the use and enjoyment of the common amenities and / or recreational areas at all times hereafter.

The ALLOTTEE acknowledge that, the promoter reserves its rights for the provision of maintenance of the project and facilities to be provided to the ALLOTTEE of the Apartments in the building and / or project by having such arrangements / agreements with the ALLOTTEEs of all the Apartment in the project or with the Association. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

The ALLOTTEE expressly agrees and undertake to execute a facility management Agreement or any other deed,

documents or writing in favour of the promoter for providing such services.

The ALLOTTEE shall be liable to pay usage and service charges for common service amenities and other amenities and the ALLOTTEE shall be required to sign the necessary document for membership and usage of the common service amenities and other amenities which shall contain detailed terms and conditions. The use and enjoyment of the common service amenities and other amenities shall be mutates mutants to the ownership of the said Apartment by the ALLOTTEE and his bonafide family members to the end and intent that:

As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities shall automatically stand transferred to the new ALLOTTEE of the said Apartment and the ALLOTTEE's right to access, usage and enjoyment of the common service amenities and other amenities shall automatically stand extinguished.

The ALLOTTEE shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities and / or decline or refuse to transfer to the new ALLOTTEE the benefit there of along with the sale and transfer of the said Apartment to such ALLOTTEE.

The promoter shall be entitled to deal with the transfer / possession / use of the common service amenities and other amenities on such terms and conditions as the promoter from time to time may decide, in keeping with applicable provisions of law, subject to the rights herein of the ALLOTTEE under these presents.

If the ALLOTTEE commits breach of any of the terms of this Agreement, the promoter shall not be bound to provide any of the facilities as provided in the project.

12. TAXES:-

The ALLOTTEE shall pay his proportionate share of the aforesaid taxes, charges and outgoing directly to the promoter until an Association of Apartment owner has been formed by the promoter and management of the building and the common area and common facilities has been handed over to such Association by the promoter.

It is clearly understood and agreed, that from the date of issuance of the final call notice by the promoter to the

ALLOTTEE requesting the letter to take possession of the said Apartment, it shall not be the obligation of the promoter to make payment of the taxes and other outgoing payable to the concerned authorities unless and until, the promoter has received the same from the ALLOTTEE of the said Apartment. The promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Apartment by the concerned authorities due to non payment of taxes, cess, electricity bills and / or other dues etc to the authorities on account of default in making payments of the taxes, electricity bills and / or other dues etc. by the ALLOTTEE/s failing to comply with their obligations under this Agreement.

13. PAYMENTS AND RECEIPTS:-

All payment under this Agreement, required to be made, shall be made through account payee cheques / Demand Draft in favour of Dream Shelter Developers LLP., payable at NASIK, and all receipts issued shall be subject to realization of cheque. In case of cheque or Demand Draft payable outside NASIK, Bank Collection charges shall be debited to the ALLOTTEEs account and credit for the payment made will be given on actual credit of the amount from the Bank the Collection charges will be collected by the promoter at the time of handling over possession of the said Apartment to the ALLOTTEE. In this regard date of credit of the amount in to the account of the promoter shall be considered as the date of payment by the ALLOTTEE and interest will become payable from the due date.

14. HOARDINGS / NEON SIGNS:-

a) The promoter will, at all times, be entitled to install the logos, and / or name boards and / or put up advertisements boards / hoarding etc., of the promoter and / or its affiliates (hereinafter refereed as “the displays”) with various devices (Including electronic, laser and neon signs) in one or more places in the building there in including, on open space/s the terraces of the building and / or any part of the building if it so desire at its own costs and expenses. The promoter and / or their group companies will not be liable to make any payment of any

nature to the ALLOTTEE and or the occupant/s of the other Apartment in the building and / or the Association in respect of the displays.

b) The ALLOTTEE and the occupant/s of the other Apartment in the building and the Association, as the case may be, shall not change or remove the display and/or communication equipment so installed under any circumstances and shall give to the promoter and the assignees of the said rights, all necessary co-operation for enabling them to install maintain, repair, change and operate the display communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Sale Deed or any other documents/s of transfer, to be executed as herein above mentioned, shall contain appropriate provisions in respect of the said rights. The ALLOTTEE expressly consent/s to the same.

c) The promoter has reserved the exclusive right to grant to third parties, license or right for putting up hoarding or advertisement or neon signs on the building schedule land or the building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensations or charges in respect thereof. The ALLOTTEE shall not obstruct or interfere with the said rights of the promoter in any manner whatsoever.

15. ALLOTTEE's COVENANTS:-

a. The Promoter at its sole discretion may entertain any request of the ALLOTTEE for modification or alteration of the said Apartment. In the event the promoter approves modification, the ALLOTTEE shall pay such modification charges in advance. The time required for modification shall be added to the time of delivery of the said Apartment.

b. That the ALLOTTEE shall be liable to pay proportionate electricity charges, water charges, security charges, maintenance and oil charges or fuel charges for operating gen-sets if installed. Salaries and wages to the staff or the security staff, lift man if appointed etc., for the common purpose. The ALLOTTEE shall ensure to pay all the charges within 7 days from the date of rising of bill by the promoter or the agency as the case may be. Upon nonpayment of the said charges the ALLOTTEE shall be liable to pay the said charges along with

interest. Thereon at the rate 18% per annum compounded quarterly.

c. That the ALLOTTEE shall not demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or permit to be made any addition or alteration in the said Apartment and shall not permit to make any alteration in the elevation and outside colour scheme of the said building and to keep the partitions, sewers, drains and pipes, appurtenances there to in good tenable condition and in particular so as to support shelter and protect the other parts of the said building. The ALLOTTEE shall not without the prior permission of the Promoter and the concerned authorities any manner damage the columns, beams, walls, slabs or R.C.C. paradise or other structural members in the said building. In case there shall be any damage to the Apartment adjoining / below/ above the said Apartment (inclusive of leakage of water and damage to the drain) on account of any alterations made by the ALLOTTEE in the said Apartment (whether such alterations are permitted by the promoter or concerned authorities or not) the ALLOTTEE shall at his own cost and expenses repair such damage immediately.

d. That the ALLOTTEE shall not throw dirt rags, garbage or other residue or permit the same to be thrown in the compound or any other portion of the schedule land, the building or the Apartment except the garbage house provided in the complex.

e. That the ALLOTTEE shall be liable to bear any pay from the date of promoter intimating the ALLOTTEE to take possession of the said Apartment, proportionate local taxes, water charges, insurance and such other levies, increase in such taxes, charges levies, if any, that are levied by the concerned local authority and /or Government and / or other Public Authority.

f. That the promoter agree to give the ALLOTTEE and / or his agent, access to the schedule land prior to taking possession for inspection of the said Apartment. Inspection shall include inspection of Apartment, roof, plumbing, wiring, structure, foundation and all mechanical components. The ALLOTTEE shall give all facilities, assistance and co-operation as may be required by the promoter/ holders of any Apartment for the time being from time to time and at all times hereafter, to maintain, repair, renovate and / or replace any common area / facility/ amenity/ service line / infrastructure of and / or

relating to the building to be constructed on the schedule land (passing through, under, along and / or above any portion of the schedule land) including by temporarily suspending (if necessary) the use, occupation and / or enjoyment of the rights (if any) that may have been granted by the Promoter (such as for enjoying any particular open/ enclosed space etc) or for such period/s during which the maintenance, repairs, renovation and / or replacement it being carried out, without seeking any rebate and / or compensation for or in respect of the same.

g. That the ALLOTTEE by himself or with other ALLOTTEEs shall not call upon and shall not demand formation and registration of any committee and shall not take charge or demand administration of the said building and the entire F.S.I / permissible coverage area of the schedule Land including other consumption benefits available in respect of the schedule land which shall be fully utilized by the promoter and the ALLOTTEE shall not raise any objection and all the ALLOTTEEs of the respective Apartment, perform and fulfil their obligations under the agreements for acquiring their respective Apartment from the promoter as contained herein without any delay or default.

16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations 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 the Apartment is situated or the Apartment 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 provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to 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 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 thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in

the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the 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 the Limited Company or Apex Body or Federation 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 for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.

17. 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 recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. 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 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 has taken or agreed to take such Apartment.

19. BINDING EFFECT -

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from 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 default, which if not rectified within 15 **(**fifteen**)** 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.

20. 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, as the case may be.

21. RIGHT TO AMEND -

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

22. 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 herein and the obligations arising hereunder in respect of the Project shall 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 intents and purposes.

23. SEVERABILITY

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

24. METHOD OF CALCULATION OF PROPORTIONATE 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 to the total carpet area of all the Apartments in the Project.

25. 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 provisions 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.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter Through its authorized signatory will attend such office and admit execution thereof.

27. 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 specified below:

Name of Allottee -

Name _____
Age _____
Pan No. _____
Occ _____
Address _____
_____
_____
Notified Email Id _____
Phone No. _____

M/s Promoter name –

M/S DREAM SHELTER DEVELOPERS LLP
having its Registered Office “The Exchange”,
Near Ved Mandir, Tidke Colony,
Trimbak Road, Nashik-422009.

PAN No.- AAECD1505A
Notified Email ID: sales@dreamshelter.co.in
Mo. No. 7447785222, 7447785333

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 promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES –

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

29. 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

30. GOVERNING LAW

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 for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
Description of the land and all other details

FIRST SCHEDULE OF THE SAID PLOT
SCHEDULE "A-1"

All that piece and parcel of the property **admeasuring 6876.15 Sq. Mtrs. bearing Gat No. 114 its CTS No. 4472/1 , Total admeasuring Hector 1-40 are assessed at Rs. 0.37 Ps. situated at Village Chunchale** within the Nashik Municipal Corporation within registration District of Nashik and Sub-registration Taluka Nashik bounded as follows.

On or towards East : Adjoining Gat No. 107
On or towards West : Adjoining Gat No. 113
On or towards South : Adjoining Gat No. 106 & 115
On or towards North : Gat No. 111

SECOND SCHEDULE OF THE SAID PLOT
SCHEDULE "A-2"

All that piece and parcel of the property **admeasuring 2763.00 Sq. Mtrs. bearing Gat No. 106 its CTS No. 4469/1-2 situated at Village Chunchale** within the Nashik Municipal Corporation within registration Taluka Nashik bounded as follows:

On or towards East : 12.D.P.Road & Gat No. 107
On or towards West : 18.D.P.Road & Gat No. 115
On or towards South : Gat No. 117 & 12.D.P.Road
On or towards North : Gat No. 114

SCHEDULE "A-3"

Flat No. ___ on **____ Floor** in **____wing**. Carpet Area about **___ Sq. Mtr.** in Building **___** of **Phase-____** of Project "**Dream Shelter**". The said Flats is bounded as per approved building plan as shown below.

On or Towards the East : - _____
On or Towards the West : - _____
On or Towards the South : - _____
On or Towards the North : - _____

"SCHEDULE "B'

PAYMENT INSTALLMENTS:-

The ALLOTTEE agreed to pay to the promoter the consideration in respect of said Apartment in following manner:-

Particulars	% of Total Value
BOOKING AMOUNT	5%
ON THE COMPLITION OF PLINTH	5%
ON THE COMPLITION OF CASTING OF 1ST SLAB	15%
ON THE COMPLITION OF CASTING OF 2nd SLAB	10%
ON THE COMPLITION OF CASTING OF 3rd SLAB	10%
ON THE COMPLITION OF CASTING OF 4th SLAB	10%
ON THE COMPLITION OF CASTING OF 5Th SLAB	10%
ON THE COMPLITION OF CASTING OF 6th SLAB	10%
ON THE COMPLITION OF CASTING OF 7th SLAB	10%
ON THE COMPLITION OF BRICKWORK & PLASTER	5%
ON THE COMPLITION OF FLOORING	5%
AT THE TIME OF POSSESSION	5%
TOTAL	**100%**

"SCHEDULE "C'

Common Areas and Facilities:-

1) The fitting RCC structure and main walls of the buildings.
2) Staircase columns and Passenger lift with lift room in building.
3) Common sewage, drainage, water, electrical line.
4) Common ground water storage tank and overhead tank.
5) Electrical meters, wiring connected to the common lights, lifts, pumps.
6) Street light.

"SCHEDULE "D"

Limited common area and facilities

1) Partition walls between the two units shall be limited common property of the said two units.
2) Other exclusive and limited common area and facilities as mentioned in the agreement.
3) All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
4) Land around building and open areas.

"SCHEDULE "E'

Common amenities for Projects Phase- 1 to 4.
(Current & Future phase of the project)

1) Rain water harvesting
2) Compounded campus with Children's Play area, Green Gym, Jogging Track, Open Community Platform, Naturally Blessed Landscaping.

"SCHEDULE "F'

Specification and amenities of the Apartment

1) Structure - The building shall be in R.C.C. frame structure. External and Internal walls are fly ash brick/ blocks masonry.
2) Flooring – Vitrified tiles flooring shall be provided inside the Apartment.

IN WITNESS WHEREFOR THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECIVITVELY HAND AND SEALS THE DAY THE MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
THE WITHINNAMED "LAND OWNER/
PROMOTER / DEVELPERS

Signed and delivered
By the within named Partner

M/S. DREAM SHELTER DEVELOPERS LLP
Through its Authorized Signatory

_____

_____

ALLOTTEE :- (Including joint buyers)
Shri. _____

_____

In Presence of (witnesses) -

1.

2.

LETTER OF ALLOTMENT

Date:- / /2018

To,

[Applicant's name]

Address_____

_____

Subject: - Allotment of Residential Flat no. ____, ____ Floor No.___ in the Building _____, Situated at Chunchale, Nasik.

We thank you for Chosen "**Dream Shelter"** A Residential project by **"Dream Shelter Developers LLP"** (Prakash Laddha Group). It is indeed our pleasure to inform you that the Flat booked by you provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the Applicant and the Flat allotted thereto are as under:

Name of Allottee (s)	PRIMARY APPLICANT'S FULL NAME
	JOINT APPLICANT'S FULL NAME
Address -	
Email ID of the Allottee(s)	
Phone No. of Allottee(s)	
Flat No.	
Floor No.	
Carpet Area	[Area] Sq. Ft. equivalent to [Area] sq. meters
Consideration value	Rs. /-

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and Other Charges together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.

2. The Allottee shall, in relation to the Flat, make all payments to the Company from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Flat shall be issued in favour of the Allottee only.

3. The Allottee agrees and undertakes to be bound by and perform all the Obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

4. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Flat, the Allottee shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 7 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 7 days from the date of notice of such default (or such default is not capable of being cured), the Company shall have the option to cancel the allotment of the Flat, by sending a termination letter by RPAD /Speed post/ E-mail. On such termination, the following shall apply:-

a. The allotment/booking/Agreement to sell for the Flat(s) shall stand immediately terminated and the Allottee shall have no right whatsoever With respect to the Flat(s), save and except the right to receive Refund Amount as per (b) below.

b. All amounts paid to the Company by the Allottee towards Consideration Value or part thereof (excluding interest and

taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration, ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages.

c. The payment of Refund Amount shall be made through PDCs in 12 equal monthly installments. The first such monthly installment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at any time from the Company after giving advance notice in writing of at least 3 working days.

5. All overdue payments shall attract interest at 18% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Company, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Company shall endeavor to make available the Flat for Possession (for fit outs) by December 2019 ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of 6 (Six) months), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

7. The Flat(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Flat have been received by the Company and the Allottee has taken possession of the Flat.

8. The Allottee agrees not to do or omit to do any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Company or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company shall be entitled to proceed as per the provisions of this **Allotment Letter.**

9. The Allottee hereby agrees that the Company shall be entitled to recover /set off / adjust from the amounts if any, payable by the Allottee to the Company including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment /set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

10. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Nasik alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following co-ordinates:

Direct line: 0253 2315269/70
Mo. No. : 7447785222/ 333
E-mail : sales@dreamshelter.co.in

I would like to take this opportunity to thank you for the trust that you have reposed in the Dream Shelter Developers LLP (Prakash Laddha Group), and assure you of your best services at all times.

ANNEXURE – A

PAYMENT INSTALLMENTS:-

The ALLOTTEE agreed to pay to the promoter the consideration in respect of said Apartment in following manner:-

Particulars	**% of Total Value**
BOOKING	10%
PLINTH	20%
1ST FLOOR RCC	20%
2ND FLOOR RCC	15%
3RD FLOOR RCC	15%
BRICKWORK & PLASTER	10%
FLOORING	5%
POSSESSION	5%
TOTAL	**100%**

Warm Regards,

For – **Dream Shelter Developers LLP**

(Authorized Signatory)