All the deposits on the following conditions shall be negotiated by promoter and flat purchaser at the time of registration of the society/condominium after completion of the scheme.

(i) For share money, application entrance fee of the society or limited company /federation/ apex body.

(ii) For formation and registration of the society or limited company/federation/ apex body.

(iii) For proportionate share of taxes and other charges/levies in respect of the society or limited company/federation apex body.

(iv) For deposit towards provisional monthly contribution towards out goings of society or limited company/federation apex body.

(v) For deposits towards water, electric and other utility and services connection charges &

(vi) For deposits of electrical receiving and sub-station provided in layout.

11. The allottee/purchaser shall pay to the promoter a sum of Rs._____/- for meetings all legal cost charges and expenses including professional costs of the Attorney–at–Law/Advocates of the promoter in connection with formation of the said society, or limited company, or apex body, or federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

i. The promoter here by represents and warrants to the allottee/purchaser as follows: (i) The promoter has clear and marketable title with respect to the project land; a declared in the title report annexed to this agreement and has the requisite rights t o 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 form the competent authorities to carry out development of the projects and shall obtain requisite approvals from time to time to complete the development of project;

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

iv. There are no litigations pending before any court of law with respect to the project land or project expect 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/purchaser herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development 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/purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment/shop to the Allottee/purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottee/purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/purchaser;

13. The Allottee/purchaser 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/purchaser's own cost in good and tenantable repair and condition from the date 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/purchaser in this behalf, the Allottee/purchaser 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/purchaser 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/purchaser committing any act in contravention of the above provision, the allottee/purchaser 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, 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 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.

vi. 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.

vii. 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/purchaser for any purposes other than for purpose for which it is sold.

viii. The allottee/purchaser 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/purchaser to the Promoter under this Agreement are fully paid up.

ix. The Allottee/purchaser 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 Apartment 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/purchaser 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 contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/purchaser 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.

xi. Till a conveyance of the project land on which the building in which Apartment is situated in favour of Apex Body or Federation, the Allottee/purchaser shall permit the Promoter and surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

15. 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 of the said Plot and Building or any part thereof. The Allottee/purchaser 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 herein before mentioned.

16. **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/purchaser who has taken or agreed to take such apartment.

17. **BINDING EFFECT**: Forwarding this Agreement to the Allottee/purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/purchaser until, firstly, the Allottee/purchaser sings 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/purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/purchaser 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/purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/purchaser, application of the Allottee/purchaser shall be treated as cancelled and all sums deposited by the Allottee/purchaser in connection therewith including the booking amount shall be returned to the Allottee/purchaser without any interest or compensation whatsoever.

18. **ENTIRE AGREEMENT**: This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

19. **RIGHT TO AMEND**: This Agreement may only be amended through written consent of the Parties.

20. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS**: 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 allottee/purchasers of the apartment/shop, in case of a transfer, as the said obligations go along with the apartment/shop for all intents and purposes.

21. **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 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.

22. The Allottee/purchaser 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 will attend such office and admit execution thereof.

23. That all notices to be served on the Allottee/purchaser and the Promoter as contemplated by this Agreement shall be deemed to have duly served if sent to the Allottee/purchaser 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/Purchaser:- _____

r/o _____

(Allottee/purchaser's Address)

Notified Email ID:

(1) **Shri Dilip Raghupatrao Deshmukh,**

(2) **Sau.Priti Diliprao Deshmukh,**

Both r/o Ashiyad Colony, Amravati, Tq. & Distt. Amravati

Notified Email ID:

It shall be the duty of the Allottee/purchaser 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/purchaser, as the case may be.

24. **JOINT ALLOTEES**: That in case there are joint allottee/purchaser all communications shall be sent by the promoter to the allottee/purchaser 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 allottee/purchaser.

25. **STAMP DUTY AND REGISTRATION**: The charges towards stamp duty and registration of this agreement shall be borne by the allottee/purchaser.

26. **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 Arbitrator or Authority as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations, thereunder.

27. **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 Amravati Court will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties hereinabove named have set the respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Description of Property

"Layout converted plot No.8 admeasuring 3500 sq.ft. (325.27 sq.mtrs.) alongwith 25 years old constructed house thereon from field survey No.41/1 of Mouje Navsari, Pragane Nandgaon Peth, Tq. & Distt.Amravati, converted as per Rev.Case No.NAP-34/Navsari-2/1964-65 dated 30/4/1966 situated within the limits of Amravati Municipal Corporation, which is bounded as under:-

Towards East: House of Shri Sanjay Palve;

Towards West: House in plot No.7;

Towards North: Walgaon-Amravati road;

Towards South: 15 ft. wide service lane."

Description of flat

"All the R.C.C. super structure comprising of **flat No.____,** situated on the **___ floor** with the proposed flat scheme named as '**Mandar Enclave**', having carpet area of **____ sq.mtrs.**, built up area of **___ sq.mtrs.** & super built up area of **___ sq.mtrs.** alongwith **____% undivided share in land, which is bounded as under:-.**

Towards East:

Towards West:

Towards North:

Towards South:

SIGNED AND DELIVERED BY THE WITIN NAMED

Owner/Promoter
(Dilip Raghupatrao Deshmukh)

Signature	Thumb Impression	Photograph

Owner/Promoter
(Sau.Priti Diliprao Deshmukh)

Signature	Thumb Impression	Photograph

Allottee/Purchaser

(_____)

Signature	Thumb Impression	Photograph

Witnesses :-

1.Name: _____

Signature: _____

2.Name: _____

Signature: _____

Annexure-A

Name of the Attorney at Law/Advocate Address:

Shri P.U.Deshmukh, Advocate, r/o Near Dr.Belsare's Hospital,

Khaparde Bagicha, Camp, Amravati

Title Report

Details of the Title Report

The title report dated _____ of the lawyer is attached with this agreement.

Annexure-B

(Authenticated copies of property card or extract village forms VI or VII and XII or any other revenue record showing nature of the title of the vendor/lessor/original owner/promoter to the project land)

Annexure-C

(Authenticated copies of the plans of the layout as approved by the concerned local authority)

Approved layout plan attached with this agreement.

Annexure-D

(Specification and amenities for the apartment)

Separate sheet about specification and amenities for the apartment is enclosed herewith.

Annexure-F

(Authenticated copy of the registration certificate of the project granted by the Real Estate Regulatory Authority)

Received of and from the allotee above named the sum of Rs._____/- (Rs._____ only) on execution of this agreement towards earnest money deposit or application fee.

I say received.

The Developer/Promoter