stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorities the Promoter to without registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

16. **PAYMENT OF TAXEX, CESSES, OUTGOINGS :-**

16.1 The Purchaser/s herein is well aware that, at the time of construction on the sai Plot the State Government of Maharashtra has imposed Good's and Service Tax (GST) on the agreed consideration , for the transaction for sale of PLOT by the Promoter to the Allottee of the PLOT under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee /s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction ,to the Promoter herein to enable the Promote to deposit/ pay the same to the Government of Maharashtra.

16.2 The Allottee /s herein is well aware that, at the time of construction on the said Plot the Central Government of India has imposed tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of transaction for sale of apartments by the Promoter to the Allottee /s and as per the aforesaid act responsibility to pay aforesaid tax from time to time to the

16.3 That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

17. **.REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;-**

The Promoter hereby represents and warrants to the Allottee as follows;

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical, and legal possession of the project land for the implementation of the Project;

b) The Promoter has lawful rights and requisite approvals the competent Authorities to carry out development of the project and shall obtain requisite approvals time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed the title report;

d) There are no litigations pending before any Court of law respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm Is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 the times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) 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:

h) 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 PLOT which will, in any manner, affect the right of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said[Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

j) At the time of execution 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 Allottee;

k)The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, charges and taxes and other monies, levis, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to competent Authorities;

l) No notice from the Government or any other local body or authority 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.

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b) The Promoter has lawful rights and requisite approvals the competent Authorities to carry out development of the project and shall obtain requisite approvals time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed the title report;

d) There are no litigations pending before any Court of law respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm Is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take said unit.

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g) 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:

h) 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 PLOT which will, in any manner, affect the right of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said[Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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k)The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, charges and taxes and other monies, levis, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to competent Authorities;

l) No notice from the Government or any other local body or authority 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.

19.NAME OF THE PROJECT/SCHEME;-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"SHRI GUNGARA BALAJI PARK "** and Building will be denoted by letters or name **SHRI GUNGARA BALAJI PARK** or as decided by the promoter further erect or affix Promoter; s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee /s in the said project/ building/s or proposed organization are not entitled to change the aforesaid project. Name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of the Agreement.

20. ENTIRE AGREEMENT AND RIGHT TO AMEND;-

This Agreement, along with its schedules, 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. This agreement may only be amended through written consent of the Parties.

21. SEPARATE ACCOUNT FOR SUMS RECEIVED;-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/ s towards total price/consideration of the PLOT and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/ organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/ s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

22 PROVLSIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the PLOT

, in case of a transfer, as the said obligations go along with the PLOT for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation /benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has dispensed.

23. REGISTRATION OF THIS AGREEMENT;-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/ s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

24. PAYMENT OF STAMP DUTY, REGISTRATIONEEE G LEGAL, CHARGES;-

The Allottee/ 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 or any final conveyance deed which is to be executed by the Promoter favour of Allottee/ s or

25. WAIVER NOT ALIMTATION TO ENFORCE;-

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY;-

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 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable at the time of execution of this Agreement.

27. PLACE OF EXECUTION;-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter 's Office, or at some other place, which may be mutually agreed between the promoter and the Allottee, in **Wardha**, after the Agreement is duly executed by the Allottee and the promoter or simultaneously with execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Wardha**.

28. NOTICES;-

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 at their respective addresses specified below;

Mr. ..... (.Name of Allottee)

Plot No..... Tha. & Dist..... (Allottee Address)

M/s . **SHRI GUNGARA BALAJI BUILDCON** having its principal place of business at **"Snehalnagar, Wardha. Tah. And Dist. Wardha, Pin- 442 001.**

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.

29. JOINT ALLOTTEES;-

That in case there are joint Allottee, they shall be considered as severable allottees for the purpose of these clauses in the agreement and 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.

30. GOVERNING LAW;-

That the rights and obligations of the parties under or arising out of Agreement shall be construed and enforced in accordance with laws of India for the time being in force.

31. DISPUTE RESOLUTION;-

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties ,shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

LIST OF SCHEDULES

SCHEDULE I= Description of the Said Land

ALL THAT piece and parcel of **Plot No. .....** ,
Length :
Width :
Area **..... sq.mt.** ,
carved out of **Survey No. 45/1A** , diverted by S.D.O. , Wadha Mouza Sindi (Meghe) . Tahsil and District : Wardha and Divertion is done by S.D.O. Wardha vide Prakaran kramank 3/NAP 34/2019-20 Order passed on dated 28/02/2020. And layout map is sanction by Towplaning officer Wardha vide letter no. 424 dated 18.02.2020.
and **bounded** as under -
ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)
(1)
(2)
At on in the presence of WITNESSES:
1. Name
Signature _____ 2. Name
Signature _____
SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)
(Authorized Signatory)
WITNESSES:
Name
Signature _____ _ Name
Signature _____ Note – Execution clauses to be finalised in individual cases having regard to the
constitution of the parties to the Agreement.

SCHEDULE 'A'

SCHEDULE III = Description of common areas and facilities/ limited common areas and facilities.

LIST OF ANNEXURES-

(kindly correlate the same form the list given at the top.)

ANNEXURE -A= Copy of the Certificate of the title issued by the advocate.

ANNEXURE- B= Copies of Property Card/7x12 Extract or any other record showing nature of title of the Promoter to the said land.

ANNEXURE-C = Copy of Building permission /Commencement certificate by local Planning authority.

ANNEXURE-D=Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority)

ANNEXURE – E=List of items that would be covered as Maintenance of the Project