

POSSESSION LETTER FOR APARTMENT NO. IN 'SHREE APARTMENT'

THIS RECEIPT OF POSSESSION is made at and executed at **Kolhapur** on this ____ day of _____, 20__.

BY AND BETWEEN

**M/S. RAVI DEVELOPERS
THROUGH ITS PROPRIETOR
SHRI ROHIT RAVINDRA PARMAL.**

Age – 33 Occu- Developer.

R/o. 1393 C Ward, Laxmipuri, Kolhapur.

PAN:

Hereinafter referred to as the '**Promoter or Land owner**'.

[Which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm/company, their respective heirs, executors, administrators and assigns] of the **FIRST PART**.

AND

(1) Name

Age: - ____ yrs, Occupation: - _____,

PAN No.: _____

Address: _____

(2) Name

Age: - ____ yrs, Occupation: - _____,

PAN No.: _____

Address: _____

Hereinafter referred to as the '**Allottee**'.

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and their permitted assigns] of the **SECOND PART**.

WHEREAS by agreement (Sr. No. ____ dated ____ / ____ / _____, herein after referred as the '**Said Agreement**') the 'Promoter' has agreed to sell to the 'Allottee' and the 'Allottee' has agreed to purchase Apartment No.____ (herein after referred as the '**Said Apartment**') in the building named '**SHREE APARTMENT**' (herein after referred as the '**Said Building**') situated at at RS.No. **No – 1009/2B/1k N.A Plot No. 1C A WARD, KOLHAPUR.**

That the 'Promoter' has constructed the 'Said Apartment' for the purpose of sell to the 'Allottee' and also constructed the 'Said Building' and completed the development as per the sanctioned plan and provided specifications and amenities as agreed and mentioned in the 'Said Agreement'. The 'Promoter' has obtained Completion Certificate of the 'Said Apartment' and 'Said Building' from the **Kolhapur Municipal Corporation, Kolhapur.**

The 'Allottee' has inspected the 'Said Apartment', 'Said Building' and the 'Said Project' and on satisfying about the completion of the same requested the 'Promoter' to handover possession of the 'Said Apartment'.

THIS DEED OF POSSESSION WITNESSETH AS FOLLOWS:

1.0 The 'Allottee' inspected and is fully satisfied himself with his 'Said Apartment' in respect of construction and workmanship of the 'Said Apartment' and 'Said Building', amenities, specifications, carpet area of the 'Said Apartment', and overall development of the 'Said Building', gate, lift, power backup, etc and the 'Allottee' has no objection or any complaint against the same and is satisfied that the 'Said Apartment' and the 'Said Building' is conveyed properly and is upto the mark as regards construction quality and that all the common areas and facilities provided are in accordance with the 'Said Agreement'. The 'Allottee' does not have any objection regarding the 'Said Apartment' and 'Said Building' and its construction and development. The 'Allottee' has no dispute or complaints.

2.0 The 'Promoter' has given vacant and peaceful possession of the 'Said Apartment' to the 'Allottee'. The 'Allottee' agrees and admits that he has received vacant and peaceful possession of the 'Said Apartment' and has no complaint whatsoever. However this possession of the 'Said Apartment' is subject to payment of all dues and realization of all cheques issued to the 'Promoter' and also subject to all the terms of this receipt of possession and also subject to the 'Said Agreement' and other documents executed. This term is the essence of this receipt of possession.

3.0 The 'Promoter' has given various undertaking/indemnity bond to the **Kolhapur Municipal Corporation** at the time of sanctioning of 'Said Building' plans, commencement and also for obtaining the completion certificate, etc., these have been seen and understood by the 'Allottee'. The 'Allottee' hereby consents and agrees that all these undertaking and indemnity bonds and all terms of the agreement so far as applicable shall continue to be binding on the 'Allottee', its Nominees and Association thereof.

4.0 The 'Allottee' shall hereafter maintain the 'Said Apartment' and the 'Said Building' and keep it under repair at its own cost and repair.

5.0 The 'Allottee' has relived and discharged the 'Promoter' from all the duties, obligations and liabilities under the 'Said Agreement', undertaking, letters and correspondence between them except as expressly agreed upon in the 'Said Agreement'.

6.0 It is hereby agreed that the 'Allottee' shall observe and perform and comply with all terms and conditions which has been or which may be imposed by the local authority, state and/or Central Government Departments including Environment Department at any time.

7.0 The 'Allottee' shall observe and abide by all the terms and conditions of the 'Said Agreement', affidavits, letters, undertakings/bond, permissions, and also this receipt of possession, no objection certificate/s if given to Housing Finance Companies/Banks/Government Departments, etc for mortgaging the 'Said Apartment', and of all other documents executed with the 'Promoter'. The original title documents of the 'Said Apartment' shall be handed over by the 'Allottee' to the

housing finance company/bank, etc in case the 'Said Apartment' is mortgaged with them by the 'Allottee'.

8.0 While sanctioning the 'Said Layout' and the 'Said Building' plans and granting NA. Permission, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 'Allottee' and its nominees. The 'Allottee' is aware about this and has agreed to abide by the same.

9.0 After handing over of the possession of the 'Said Apartment', the 'Promoter' shall not be responsible in case of any addition and/or alteration to the 'Said Apartment'/'Said Building', any damage caused to the 'Said Apartment'/'Said Building' by accident, any tampering with the geometrical section/s of the 'Said Apartment'/'Said Building' for any other purpose whatsoever, any overloading of the 'Said Apartment'/'Said Building' by lack of upkeep and maintenance by the 'Allottee'/Association, any event of force majeure, act of God, any natural calamity or manmade occurrences which could not have been envisaged while designing the 'Said Apartment'/'Said Building' for which the 'Said Apartment'/'Said Building' is not designed, any act that is detrimental to the 'Said Apartment'/'Said Building' as a whole, any failure to communicate to the concerned authorities, in writing, about deformities in time.

10.0 The 'Allottee' agrees to abide by the Rules, Regulations and the Bye laws of the Association/Society/Apex Society/Common body that to be formed of all the other 'Allottees' and not commit breach thereof. The 'Allottee' has no objection to changes/modifications made in the rules, regulations, byelaws required to be made by the 'Promoter' as per their commitments to various Allottees, persons etc. The 'Promoter' herein has sole discretion and absolute rights to define common areas, restricted areas and facilities.

11.0 After the expiry of the warranty/guarantee, if issued by the respective suppliers, the responsibility of repairs and maintenance of all the common facilities , equipments and services shall be solely with the 'Allottee' and failure to do so shall make any defect liability based on such maintenance void.

12.0 The 'Allottee' has agreed to pay all the taxes related to the 'Said Apartment and 'Said Building' from the date of completion of the 'Said Apartment' or the date of possession of the 'Said Apartment' whichever is earlier. The 'Promoter' shall not be liable for the consequences of non-payment of these taxes.

13.0 The 'Allottee' has agreed to pay the Electrical Bills from the date of installation of the meter for the 'Said Apartment', whether possession has been taken or not. The 'Promoter' is not liable for the consequences of non-payment of Electricity Bills.

14.0 The 'Allottee' has satisfied himself with the carpet area of the 'Said Apartment' and acknowledges that the actual carpet area is as agreed between the parties in the 'Said Agreement' in respect of 'Said Apartment' and 'Allottee' has re-measured the carpet area of the 'Said Apartment' by appointing his own architect and has no-objection what-so-ever in relation to the same.

15.0 It is agreed by the 'Allottee' that if the association of all the 'Allottees' is formed and registered and conveyance is completed, or otherwise also, the 'Promoter' is not liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and is not liable or required to contribute towards the common expenses or outgoings or any amount under any head towards the share in common expenses in respect of unsold units in the 'Said Building', the 'Allottee' hereby consents the same.

16.0 The 'Allottee' is not allowed by the 'Promoter' and/or under any law/rule to enclose in any manner the attached sit-outs, terraces, dry balconies, top terraces and parking areas, whether allotted for exclusive use or not. The 'Allottee' agrees for the same. The 'Promoter' shall not be liable for any consequences arising out of such unauthorized enclosures and shall demolish the unauthorized enclosures, roof, etc. without notice. The 'Allottee' is aware that the Corporation/Planning Authority is authorized to demolish all unauthorized structures at any time without notice.

17.0 The 'Allottee' has specifically agreed and declared that he shall not physically join and/or combine the 'Said Apartment' with adjacent Apartments, in part or whole, at any time in the future.

18.0 The 'Allottee' until conveyance shall not transfer, assign or part with its interest or benefit factor of the 'Said Agreement' or part with the possession of the 'Said Apartment' until the 'Allottee' has intimated in writing to the 'Promoter' and obtained written consent of the 'Promoter' and also written consent of the bank, company, institution with whom the 'Said Apartment' is mortgaged. The 'Allottee' has hereby agreed not to give the 'Said Apartment' on rent, lease, and leave and license basis to anyone except families and only for residential purpose. In case there is any nuisance and disturbance to the neighbors, the 'Allottee' shall be liable for the consequences thereof. The 'Allottee' shall give all details of the persons to whom the 'Said Apartment' is being given on rent, lease, etc. to the 'Promoter', Police, and also the Association in writing.

19.0 The 'Allottee' shall not carry out any changes in construction, outside elevation, outside colour scheme of the 'Said Apartment' and/or of the 'Said Building'.

20.0 The 'Promoter' shall have a charge on the 'Said Apartment' of all unpaid amounts and dues as per the 'Said Agreement' and this receipt of possessions. The 'Allottee' has given irrevocable consent for the same.

21.0 Notwithstanding anything contained herein and/or anything contained in the 'Said Agreement' and this receipt of possession, the 'Allottee' indemnifies and keeps indemnified the 'Promoter' against any claims. taxes, charges, penalties, duties, etc of any nature that may arise in respect of the 'Said Apartment' for any act, deed, etc done by the 'Allottee' and/or its heirs, nominees, etc.

22.0 The 'Allottee' is also aware that many terms/conditions in this Deed of Possession already exist in the 'Said Agreement' of the 'Said Apartment' and which having agreed and confirmed the same by this Deed of Possession.

23.0 On intimation by the 'Promoter' about execution of Deed of Apartment, the 'Allottee' shall get it executed immediately. If the 'Allottee' fails to do the same, it will be responsible for the consequences thereof and the 'Promoter' shall not be responsible for the same.

24.0 The name of the 'Said Building' is '**SHREE APARTMENT**', and same shall be utilized by the 'Allottee' for his routine use in the future.

25.0 The 'Allottee' declares that he has read this Deed of Possession and fully understood the contents of this Receipt of Possession and thereafter being agreed same has been signed by the 'Allottee'. Hence all above mentioned consents, powers, etc. given by the 'Allottee' shall not be treated as blanket consent. It is not possible to take separate consents; therefore those are mentioned in this Receipt of Possession itself.

In witness whereof the 'Promoter or Landowner' and the 'Allottee' have signed this Receipt of Possession at Kolhapur on this __ day of _____, 20__.

The 'Promoter or Land owner' -
**M/S. RAVI DEVELOPERS THROUGH ITS PROPRIETOR
SHRI ROHIT RAVINDRA PARMAL.**

AND

The 'Allottee'

(1)	Name	(2)	Name
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In Presence of -

(1)	Name	(2)	Name
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POSSESSION CHECKLIST

Site Name: "SHREE APARTMENT" at RS.No. No – 1009/2B/1k N.A Plot No. 1C A WARD, KOLHAPUR.

Apartment No.: _ _ _	DATE: __/__/20__
Name of the 'Allottee': _____	

Apartment No.	Description of Works	DATE: __ / __ / 20__		
		Work Done	Work in Progress	Work Pending
A	GYPSUM WORK (Wall & Ceiling)			
1.	All walls cracks filled up neatly			
2.	All Water patches removed neatly			
3.	All fan hooks in position			
4.	Good overall finishing of walls			
B	TILING WORK (Flooring /Dado tiles)			
1.	Flooring in uniform level			
2.	Dado Tiles are properly finished and joint filled			
3.	Dado Tiles are in proper line level and in right angle			
4.	No cracked tiles on the walls			
5.	Proper slope has been given to bath flooring			
6.	Proper slope given to the terrace/balcony outlet			
7.	Kitchen platform properly fitted & all joints filled			
8.	No leakage in the sink of the kitchen			
9.	Walls below kitchen otta properly finished			
C	CARPENTARY WORK (Doors and Windows)			
1.	All doors and windows open and shut properly			
2.	All locks, tower bolts, stoppers, hinges operate properly			
3.	All glass to windows properly fixed and operating well and cleaned			
4.	Name Plate fixed on Main Door			
5.	M. S. folding door in terrace is operating properly			
6.	Eye piece fitted to Main Door			
7.	All door fitting and mortise locks are properly fixed			
8.	All door magnetic catchers are properly fixed			
9.	All door fittings are free from paint spots			
D	PLUMBING WORK (Internal CP & Sanitary Work)			
1.	CP Fittings fixed properly			
2.	No leakage in CP fittings			
3.	Hot and cold mixer operates properly			
4.	Flush tank operates properly			

5.	EWC cover properly fitted			
6.	Gap between wall tiles and wash basin filled			
7.	All sanitary fittings are neatly cleaned			
8.	Wash basin is properly fitted and does not move			
9.	No sanitary fittings are cracked / broken			
10.	Both taps in kitchen are operative			
E	ELECTRIFICATION			
1.	Electric Meter connected to the Apartment			
2.	All Switches operate properly			
3.	MCB and DCB properly fixed			
4.	Color of all switches is uniform			
5.	All switchboards are properly screwed			
F	PAINTING			
1.	Painting of all walls and ceilings is properly done			
2.	Oil Painting of window grills and terrace railing done properly			

The 'Allottee' has verified the carpet area ____ as mentioned in the Agreement and physically the area is ____ before taking possession of the 'Said Apartment' and has got it checked from a third party. The 'Allottee' agrees now not to challenge the same in future and this will be treated as final. I have checked the 'Said Apartment' for all the above points and have found acceptable. I understand henceforth internal works / rectifications and modifications to the above flat will be at my cost and responsibility.

I am taking the complete possession of the 'Said Apartment' finished to my satisfaction as on date.

Name of the 'Allottee':

Signature of the 'Allottee':

Apartment No.: _ _ _

I/We have inspected the above mentioned points and found them satisfactory.

DETAILS OF UNIT KEYS

Site Name: "SHREE APARTMENT" at RS.No. No – 1009/2B/1k N.A Plot No. 1C ‘A’ WARD,
KOLHAPUR.

Apartment No.: _ _ _

DATE: __/__/20__

Name of the 'Allottee': _____

DETAILS

PARTICULARS	QTY	KEY NOS	SIGN & DATE
MAIN DOOR			
MASTER BEDROOM			
LETTER BOX			

Received by The 'Allottee'

(1) Name

(2) Name

AND

Delivered by The 'Promoter or Land owner' –

M/S. RAVI DEVELOPERS THROUGH ITS PROPRIETOR
SHRI ROHIT RAVINDRA PARMAL.

Model Form of Agreement to be entered by and between '**Promoter**' and '**Allottee**'
(The 'Promoter' reserves his rights to amend this Model Form of Agreement as and when Necessary).

AGREEMENT TO SELL

This Agreement made at **Kolhapur** on ___ day of _____ in the year Two Thousand and _____

BY AND BETWEEN

**M/S. RAVI DEVELOPERS
THROUGH ITS PROPRIETOR
SHRI ROHIT RAVINDRA PARMAL.**

Age – 33 Occu- Developer.
R/o. 1393 C Ward, Laxmipuri, Kolhapur.

PAN:
Hereinafter referred to as the '**Promoter or Land owner**'.

[Which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm/company, their respective heirs, executors, administrators and assigns] of the **FIRST PART.**

AND

- (1) Name**
Age: - ___ yrs, Occupation: - _____,
PAN: _____
Address: _____
- (2) Name**
Age: - ___ yrs, Occupation: - _____,
PAN: _____
Address: _____

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and their permitted assigns] of the **SECOND PART.**

WHEREAS the Previous Land Owner MR. Dhairyashil Pandurang yadav Sold the said N.A Final lay out plot No C 1 to the Present owner Promoter & Builders **SHRI ROHIT RAVINDRA PARMAL** vide

registered Sale deed Sr. No. 1480/2016 Dt.11/03/2016 at office of joint Sub-Registrar Karveer at Kolhapur. Owns and sized and possessed or otherwise well and sufficiently entitled to all the pieces and parcels of land situated laying and bearing at R.S.No.1009/2B/2 Plot No. C - 1 admeasuring 265.90 Sq.Mtr in A ward, Kasba Karveer, Tal – Karveer Kolhapur within the limits of Kolhapur Municipal Corporation Kolhapur.

AND WHEREAS the said property was vacant plot. And Whereas the Present Owner desired to construct Flat Type Residential R.C.C Building on it.

AND WHEREAS the 'Promoter OR Land Owner' is entitled and enjoined upon to construct building on the 'Project Land' in accordance with the recitals hereinabove.

AND WHEREAS the 'Promoter OR Land Owner' is in possession of the 'Project Land'.

AND WHEREAS the 'Promoter' has entered into a standard Agreement with **Ar. Anil Ghatage** and **Ar. Indrajeet More** Kolhapur (registered with the Council of Architects), hereinafter referred to as the '**Project Architect**'.

AND WHEREAS the 'Promoter' has appointed **Er.Shrikant Yadav** Kolhapur as Structural Engineer, for the preparation of the structural design and drawings of the 'Said Building', hereinafter referred to as the '**Project Structural Engineer**'. The 'Promoter' accepts the professional supervision of the 'Project Architect' and the 'Project Structural Engineer' till the completion of the 'Said Building'.

AND WHEREAS the 'Promoter' has proposed to construct on the 'Project Land' only one number of building called '**SHREE APARTMENT**' having One **Stilt Floor and Three Upper Floors**.

AND WHEREAS the 'Allottee' has offered to purchase an Apartment bearing number ____ on the __ _ _ _ Floor, herein after referred to as the '**Said Apartment**' in the Building called '**SHREE APARTMENT**' herein after referred to as the '**Said Building**' being constructed by the 'Promoter' in the only single phase of the Project called '**SHREE APARTMENT**', herein after referred to as the '**Said Project**'.

AND WHEREAS by virtue of the 'Said Development Agreement,' the 'Promoter' has sole and exclusive rights to sell the Apartments in the 'Said Building' to be constructed by the 'Promoter' on the 'Project Land' and to enter into Agreement with the 'Allottee' of the Apartments to receive the sell 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 'Project Architect' 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 there under. After enquiry made by the 'Allottee', the 'Promoter' herein has requested to the 'Allottee' to carry out independent search by appointing his own

Advocate and to ask any queries that he has regarding the marketable title and rights and authorities of the 'Promoter'. The 'Allottee' has satisfied himself in respect of the marketable title and rights and authorities of the 'Promoter' herein. that the 'Allottee' has given his specific confirmation herein that the responsibility of the title of the 'Said Land' be on the 'Promoter' up and until the conveyance of the 'Said Building and the 'Said Land' thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the 'Promoter' and authenticated copies of Property card or 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 have been annexed hereto and marked as **Annexure - A** and **Annexure - B**, respectively.

AND WHEREAS the authenticated copy of the **Final Layout** of the 'Project Land' as approved by the concerned Local Authority has been annexed hereto and marked as **Annexure - C**.

AND WHEREAS the authenticated copy of the **Commencement Certificate, as issued by the concerned local authority**, (according to which the construction of the 'Said Building' is proposed in the 'Said Project') has been annexed hereto and marked as **Annexure - D1**.

AND WHEREAS the authenticated copy of the **Building Plans, as sanctioned and approved by the concerned local authority**, (according to which the construction of the 'Said Building' is proposed in the 'Said Project') has been annexed hereto and marked as **Annexure - D2**.

AND WHEREAS the **Proposed Building Plans** showing future proposed development as disclosed by the 'Promoter' in his registration before the RERA authority and further disclosures on the web-site as mandated by the 'Promoter' have annexed hereto and marked as **Annexure - D3**.

AND WHEREAS the authenticated copy of **Floor Plan** of the 'Said Apartment', as sanctioned and approved by the concerned local authority, has been annexed hereto and marked as **Annexure - E**.

AND WHEREAS the 'Promoter' has got approvals from the concerned local authority to the plans, the specifications, elevations, sections of the 'Said Building' (as per commencement certificate issued by Kolhapur Municipal Corporation vide no. C.C.No/0773/2016 Town Plan\ Construction Permission\S.R.-No. A25\16-17 on the dated 26/10/2016 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'.

AND WHEREAS while sanctioning the 'Said Plan', 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' shall be granted by the concerned local authority.

AND WHEREAS the 'Promoter' has registered the 'Said Project' under the provisions of the Real Estate (Regulation and Redevelopment) Act,2016 with Real Estate Authority at _____ on _____ under registration no. _____ have been annexed and marked as **Annexure - F**.

AND WHEREAS the 'Promoter' has accordingly commenced construction of the 'Said Building' in accordance with the 'Said Plan'.

AND WHEREAS the 'Allottee' has agreed to purchase the 'Said Apartment', based on going through all the conditions stated in the 'Said Plan' sanctioned by competent authorities and have further confirmed that all such conditions shall be bound and abided by the 'Allottee' strictly.

AND WHEREAS the 'Allottee' on confirmation of accepting all the conditions of the 'Said Plan' sanctioned by competent authority, has further stated that if any conditions that have been imposed on 'Said Project' which are contrary to the prevalent laws, rules and regulations under which 'Said Plan' has been sanctioned, shall not be binding on the 'Allottee' and the 'Allottee' shall not hold the 'Promoter' responsible for such contrary conditions.

AND WHEREAS the 'Allottee' has independently made himself aware about the specifications provided by the 'Promoter' and is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same, have been annexed and marked as **Annexure - G**.

AND WHEREAS the 'Allottee' has been shown the conditions of contract with the vendors/contractors/manufactures and workmanship/quality standards of products/fittings/fixtures as agreed between the 'Promoter' and vendors. On independently verifying the same the 'Allottee' has now agreed to the same conditions mentioned in this contract and the 'Allottee' agrees to abide by same, failure of which shall absolve the 'Promoter' to that extent.

AND WHEREAS the 'Allottee' has applied for the 'Said Apartment' vide application no. _____ dated on _____ for Apartment No. __ __ , having carpet area of _____sq. mtrs.(_____ sq ft.), exclusive terrace area of _____ sq. mtrs.(_____ sq ft.) on _____ floor in the 'Said Building' of the 'Said Project' along with the Covered Parking No. ____ of _____ sq. mtrs.(_____ sq ft.) in the Stilt Floor.

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the 'Allottee' the 'Said Apartment' at the price and on the terms, conditions, covenants, stipulations and provisions hereafter appearing.

AND WHEREAS the carpet area of the 'Said Apartment' (As per Real Estate Regulatory Act 2016) is _____ square meters, 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' or verandah area and exclusive open terrace area appurtenant to the 'Said Apartment' for exclusive use of the 'Allottee', but includes the area covered by the internal partition walls and Columns of the 'Said Apartment'.

AND WHEREAS the carpet area of the 'Said Apartment' (As per Maharashtra Ownership Flats Act 1963) is _____ square meters. Built-up area of the 'Said Apartment' (As per 'Said Plan' approved by Kolhapur Municipal Corporation) is _____ square meters.

AND WHEREAS, prior to the execution of these presents the 'Allottee' has paid to the 'Promoter' a sum of Rs._____/ - (Rupees _____ only), being part payment of the sell consideration of the 'Said Apartment' agreed to be sold by the 'Promoter' to the 'Allottee' as advance payment or Application Fee (the payment and receipt whereof the 'Promoter' and 'Allottee' both hereby admit and acknowledge) and the 'Allottee' has agreed to pay to the 'Promoter' the balance of the sell 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 sell of the '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 'Said 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 'Said Apartment' and the covered parking (if applicable).

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the 'Allottee' anytime prior, this Agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the "Said Apartment' is agreed to be sold to the 'Allottee'.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the 'Allottee' in respect of his 'Said Apartment' in the 'Said Project'.

And that the 'Allottee' has not given any third party any rights to enforce the 'Said Agreement' unless the 'Said Apartment' is transferred to them.

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.

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

1.0 CONSTRUCTION OF THE 'SAID PROJECT'

The 'Promoter' shall construct the 'Said Building' having **One Stilt Floor and Three Upper Floors** on the 'Project Land' in accordance with the 'Said Plan', with designs and specifications as approved by Kolhapur Municipal Corporation 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 'Said Apartment' of the 'Allottee' except any alteration or modifications in sanctioned plans, layout plans and specifications of the 'Said Building' which are required to be made by the 'Promoter' in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. The 'Promoter' may also make such minor additions and alterations as may be required by the 'Allottee'.

2.0 CONSIDERATION/PRICE OF THE 'SAID APARTMENT'

2.1 The 'Allottee' hereby agrees to purchase from the 'Promoter' and the 'Promoter' hereby agrees to sell to the 'Allottee' Apartment No. _ _ _ of the Type _____ of carpet area admeasuring _____ sq. metres,on _____ floor in the 'Said Building', hereinafter referred to as the 'Said Apartment' as shown in the Floor plan thereof hereto annexed and marked in **Annexure - D and E** for the consideration of Rs._____/ - (Rupees _____ only) including Rs._____/ - (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the 'Said Apartment'. The nature, extent and description of the common areas and facilities which are more particularly described in the Schedule V annexed herewith.

2.2 The 'Allottee' hereby agrees to purchase from the 'Promoter' and the 'Promoter' hereby agrees to sell to the 'Allottee' Covered Parking bearing No _____ situated in the Stilt Floor being constructed in the 'Said Building' for the consideration of Rs._____/ - (Rupees _____ only).

2.3 The total aggregate consideration amount for the 'Said Apartment' including Covered Parking is thus Rs._____/ - (Rupees _____ only).

2.4 The 'Allottee' agrees and understands that the timely payment towards purchase of the 'Said Apartment' as per payment schedule hereto is the essence of the 'Said Agreement'. The 'Allottee' has paid on or before execution of this agreement a sum of Rs._____/ - (Rupees _____ only) i.e. __% of the Total Considerations Advance Payment or Application Fee and hereby agrees to pay to the 'Promoter' the BALANCE amount of Rs._____/ - (Rupees _____ only) in the following manner:-

Sr. No.	Instalment	Amount (Rs.)	% of Total Consideration
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01.	AT The Time of Agreement	_____	%
02.	After Completion of Plinth Level Slab	_____	%
03.	After Casting of First Floor Slab	_____	%
04.	After Casting of Second Floor Slab	_____	%
05.	After Casting of Third Floor Slab	_____	%
06.	After Casting of Fourth (Terrace) Floor Slab	_____	%
07.	After Completion of Brickwork of the 'Said Apartment'	_____	%
08.	After Completion of Internal Plastering of the 'Said Apartment'	_____	%
09.	After Completion of External Plastering of the 'Said Apartment'	_____	%
10.	After Completion of Flooring of the 'Said Apartment'	_____	%
11.	After Completion of Doors, Windows, Sanitary Fittings and External Plumbing of the 'Said Apartment'	_____	%
12.	After Installation of the Lift, Water Pump, Electrical Fittings, Entrance Lobby, Paving Area of the 'Said Building'	_____	%
13.	At the time of handing over of the possession of the 'Said Apartment' to the 'Allottee' on or after receipt of occupancy certificate or completion certificate of the 'Said Building'.	_____	%

Note: The Total Consideration mentioned above **excludes** Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Cess ,GST or any other similar tax) which may be levied, in connection with the construction of and carrying out of the 'Said Project' up to the date of handing over of the possession of the 'Said Apartment'.

2.5 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.

2.6 The 'Promoter' herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital Email to be the 'Allottee' and the 'Allottee' shall make payment of such due amount to the 'Promoter' within **7 days** from

date of receiving such an intimation. The 'Allottee' herein specifically agrees that he shall pay the aforesaid amount along with GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

2.7 The 'Promoter' may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the 'Allottee' by discounting such early payments @ ____ % per annum for the period by which the respective instalment has been preposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an 'Allottee' by the 'Promoter'.

2.8 The 'Promoter' shall confirm the final carpet area that has been allotted to the 'Allottee', after the construction of the 'Said 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 **3 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, beyond the defined limit, then 'Promoter' shall refund the excess money paid by 'Allottee' **within 90 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, beyond the defined limit, 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 2.1** of this Agreement.

3.0 MODE OF PAYMENT

Subject to the terms of this Agreement and the 'Promoter' abiding by the construction milestone (not valid in special cases as mentioned), the 'Allottee' shall make all payments, on demand by the 'Promoter', within the stipulated time as mentioned in the payment plan through a/c Payee cheque/demand draft or online payment (as applicable) in favour of _____'payable at **Kolhapur**.

4.0 ADJUSTMENT/APPROPRIATION OF PAYMENTS

The 'Allottee' authorizes the 'Promoter' to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his 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.

5.0 INTREST ON UNPAID DUE AMOUNT

Without prejudice to right of the 'Promoter' to take action for breach arising out of delay in payment of the instalments on due dates, the 'Allottee' shall be bound and liable to pay interest as per State Bank of India's highest Marginal Cost of Lending Rate plus 2 % per annum with monthly rests, on all the amounts which become due and payable by the 'Allottee' to the 'Promoter' till the date of actual payment, provided that tender of the principal amounts and interest or tender of the

interest and expenses thereof shall not itself be considered as waiver of the right of the 'Promoter' under this Agreement, nor shall it be construed as condonation of delay by the 'Promoter'. The amount of interest may be informed to the 'Allottee' from time to time or on completion of 'Said Project', and the 'Allottee' has agreed to pay the same as and when demanded before the possession of the 'Said Apartment'.

6.0 OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

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 'Said Apartment' to the 'Allottee', obtain from the concerned local authority Completion Certificate in respect of the 'Said Apartment'. Notwithstanding anything to the contrary contained herein, the 'Allottee' shall not entitled to claim possession of the 'Said Apartment' until the Completion Certificate is received from the Concerned Local Authority and the 'Allottee' has paid all dues payable under this Agreement in respect of the 'Said Apartment' to the 'Promoter' and has paid the necessary maintenance amount, service tax, VAT, GST and other such Taxes payable under this Agreement of the "Said Apartment" to the 'Promoter'.

Howsoever, for the purpose of defect liability on towards the 'Promoter', the date shall be calculated from the date of handing over the possession to the 'Allottee' for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the 'Said Building' as stated in this Agreement. That further it has been agreed by the 'Allottee' that any damage or any change within the 'Said Apartment' in the "Said Building" done by him or any third person on and behalf of the 'Allottee' then the 'Allottee' shall expressly absolve The 'Promoter' from the same liability and specifically consents that on such act done, he shall waive his right to enforce that defect liability on and towards the 'Promoter'.

7.0 DISCLOSURE TO FLOOR SPACE INDEX

7.1 The 'Promoter' hereby declares that the Floor Space Index (FSI) available as on the date of 'Said Plan' in respect of the 'Project Land' is _____ **sq.mtrs.** by availing of TDR and FSI available on payment of premiums.

7.2 The 'Promoter' has disclosed the FSI of _____ **sq. mtrs.** as proposed to be utilized by him on the 'Project Land' in the 'Said Project' and 'Allottee' has agreed to purchase the 'Said Apartment' based on the proposed construction and sell of 'Said Apartment' to be carried out by the 'Promoter' by utilizing the proposed FSI.

7.3 The 'Promoter' has planned to utilise revised FSI of _____ **sq. mtrs.** available today as per new(D-Class) bye-laws of Kolhapur Municipal Corporation which is applicable to the 'Said Project' on the understanding that the revised increase in FSI shall belong to the 'Promoter' only.

8.0 DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The 'Promoter' has made full and true disclosure of the title of the 'Project Land' as well as the encumbrances, if any, known to the 'Promoter' in the title report of the advocate. The 'Promoter' has also disclosed to the 'Allottee' nature of its right, title and interest or right to construct the 'Said Building', and also given inspection of all documents to the 'Allottee' as required by the law. The 'Allottee' having acquainted himself with all facts and the rights of the 'Promoter' and after satisfaction of the same has entered into this Agreement.

9.0 SPECIFICATION AND AMENITIES

The specifications to be provided by the 'Promoter' in the 'Said Apartment' are those that are set out in **schedule IV** hereto and the Common Amenities for the 'Said Project' on the 'Project Land' are stated in the **schedule V** annexed hereto. In the 'Said Project' the 'Said Building' is under construction and to maintain the stability of the 'Said Building' and internal structures, herein specifically informed by its consultants not to allow any internal changes. As per the policy of the 'Promoter' there shall be no customisation permitted inside the 'Said Apartment'. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession of the 'Said Apartment'.

10.0 POSSESSION OF THE 'SAID APARTMENT'

10.1 Schedule for possession of the 'Said Apartment': The 'Promoter' agrees and understands that timely delivery of possession of the 'Said Apartment' is the essence of this Agreement. Subject to receipt of total consideration and dues and taxes thereon to be paid to the 'Promoter' by the 'Allottee' in respect of the 'Said Apartment', the 'Promoter', based on the approved plans and specifications, assures to hand over the possession of the 'Said Apartment' to the 'Allottee' on or before **31th Day of December in 2019**.

Further, if the completion of the 'Said Building' in which the 'Said Apartment' is situated is delayed on account of -

- i. War, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity of Nature affecting the regular development of the Real Estate Project (Force Majeure),
- ii. Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of 'Said Project' could not be carried by the 'Promoter' as per sanctioned plan due to specific stay or injunction order relating to the 'Said Project' from any Court of law, or Tribunal, Competent Authority, Statutory Authority, high power committee etc. or due to such circumstances as may be decided by the Authority, then the 'Allottee' agrees that the 'Promoter' shall be entitled to the extension of the time for delivery of possession of the 'Said Apartment'. The 'Allottee' agrees and confirms that, in the event it becomes impossible for the 'Promoter' to implement the 'Said Project' due to 'Force Majeure' conditions, then this allotment shall stand terminated and the 'Promoter' shall refund to the 'Allottee' the entire amount received by the 'Promoter' from the allotment **within 180 days** from that date. After any refund of the entire amount to the 'Allottee', the 'Allottee' agrees that he

shall not have any rights, claims etc. against the 'Promoter' and that the 'promoter' shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 Schedule for possession of the 'Common Amenities': The 'Promoter' giving only solar system for each flat. Otherwise promoter is not liable to do any Common Amenities.

10.3 Procedure for taking Possession: The 'Promoter', upon obtaining the Completion Certificate from the Competent Local Authority shall offer in writing, **within 15 days**, to the 'Allottee' intimating that, the 'Said Apartment' is ready for use and occupation. The 'Allottee' herein shall inspect the 'Said Apartment' in all respect to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of the total consideration and dues and taxes to the 'Promoter' as per terms and conditions of this Agreement and take the possession of the 'Said Apartment' **within 15 days** from the date of written intimation issued by the 'Promoter' to the 'Allottee'. The 'Promoter' agrees and undertakes to indemnify the 'Allottee' in case of failure of fulfilment of any of the provisions, formalities, documentations on part of the 'Promoter'. The 'Allottee' agrees to pay the maintenance charges as determined by the 'Promoter'/Association of the 'Allottees' as the case may be.

10.4 It shall be expressly agreed that wherever it is the responsibility of the 'Allottee' to apply and get the necessary services, with respect to the 'Said Apartment', the same shall not be undertaken by the 'Promoter' and the 'Allottee' shall be solely responsible for the same.

10.5 Failure of 'Allottee' to take Possession of the 'Said Apartment': Upon receiving a written intimation from the 'Promoter' as per **clause 10.3**, the 'Allottee' shall take possession of the 'Said 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 'Said Apartment' to the 'Allottee'. In case the 'Allottee' fails or commits delay in taking possession of the 'Said Apartment' within the time provided in **clause 10.3**, such 'Allottee' shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the 'Said Apartment' from such date and the 'Promoter' shall not be liable for the maintenance, wear and tear of the 'Said Apartment'.

10.6 Compensation: Except for occurrence of the events stated herein above, if the 'Promoter' fails to complete or is unable to give possession of the 'Said Apartment' in accordance with the terms of this Agreement, duly completed by the date specified herein; or due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the 'Promoter' shall be liable, on demand to the 'Allottee', in case the 'Allottee' wishes to withdraw from the 'Said Project', without prejudice to any other remedy available, to return the total amount received by him in respect of the 'Said Apartment', with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum **within 90 days** including compensation in the manner as provided under the Act.

Provided that where if the 'Allottee' does not intend to withdraw from the 'Said Project', the 'Promoter' shall pay to the 'Allottee' interest as per State Bank of India highest Marginal Cost of

Lending Rate plus 2 %, on all amounts paid by the 'Allottee', for every month of delay, till the handing over of the possession of the 'Said Apartment'.

11.0 TIME IS ESSENCE

Time is essence for the 'Promoter' as well as for the 'Allottee'. The 'Promoter' shall abide by the time schedule for completing the 'Said Project' and handing over the 'Said Apartment' to the 'Allottee' and the common areas to the Association of the Allottees after receiving the Completion Certificate. Similarly, the 'Allottee' shall make timely payments of the instalments and other dues payable by him and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the 'Promoter' as per total consideration in **clause 2.3** in this Agreement.

12.0 TERMINATION OF AGREEMENT

12.1 Without prejudice to the right of the 'Promoter' to charge interest in terms of **clause 5.0** 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the 'Allottee' committing **three defaults** of payment of instalments, the 'Promoter' shall at his own option, may terminate this Agreement. Provided that, the 'Promoter' shall give notice of **15 days** in writing to the '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 this Agreement. If the 'Allottee' fails to rectify the breach or breaches mentioned by the 'Promoter' within the period of notice then at the end of such notice period, 'Promoter' shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the 'Promoter' shall refund to the 'Allottee' (subject to adjustment and recovery of any administrative expenses of an amount of Rs._____/ - and/or any other expenses incurred by the 'Promoter' for the 'Said Apartment' as requested by the 'Allottee' or any other amount which may be payable to the 'Promoter') within a period of **90 days** from the termination of this Agreement, the instalments of sell consideration of the 'Said Apartment' which may till then have been paid by the 'Allottee' to the 'Promoter' and the 'Promoter' herein shall be entitled to deal with the 'Said Apartment' with any other prospective buyer. Delay in issuance of any notices from the 'Promoter', regarding termination of this Agreement, shall not be considered as waiver of the absolute rights of the 'Promoter to terminate this Agreement.

12.2 For whatsoever reason if the 'Allottee' herein, without any default or breach on his part, desires to terminate this Agreement in respect of the 'Said Apartment' then, the 'Allottee' herein shall issue a prior written notice to the 'Promoter' as to the intention of the 'Allottee' and on receipt of such notice, the 'Promoter' herein shall be entitled to deal with the 'Said Apartment' with other prospective buyers. After receipt of such notice of the intention of the 'Allottee' to terminate this Agreement, the 'Promoter' shall issue a **15 day** notice in writing calling upon the 'Allottee' to

execute and register Deed of Cancellation for the 'Said Apartment'. Only upon execution and registration of Deed of Cancellation, the 'Allottee' shall be entitled to receive the refund of consideration, subject to terms of this Agreement. Provided further that upon termination of this Agreement, the 'Promoter' shall refund to the 'Allottee' (subject to adjustment and recovery of any administrative expenses of an amount of Rs._____/ - and/or any other expenses incurred by the 'Promoter' for the 'Said Apartment' as requested by the 'Allottee' or any other amount which may be payable to the 'Promoter') within a period of **90 days** from the termination of this Agreement, the instalments of sell consideration of the 'Said Apartment' which may till then have been paid by the 'Allottee' to the 'Promoter' and the 'Promoter' herein shall be entitled to deal with the 'Said Apartment' with any other prospective buyer.

12.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the 'Said Apartment' between the 'Promoter' and the 'Allottee' is terminated as stated in clause 12.1 and 12.2, then all the instruments under whatsoever head executed between the 'Promoter' and the 'Allottee', in respect of the 'Said Apartment', shall stand automatically cancelled and either party will have no right, title, interest or claim against each other except as provided herein after.

13.0 DEFECT LIABILITY:

If within a period of **5 years** from the date of **completion certificate**, the 'Allottee' brings to the notice of the 'Promoter' any structural defect in the 'Said Apartment' or the 'Said Building' 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. Provided however, that the 'Allottee' shall not carry out any alterations of whatsoever nature in the 'Said Apartment' which shall include but not limit to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the 'Allottee' shall not make any alterations in any of the fittings, pipes, water supply connections or alterations in the bathrooms, toilets and kitchen (which may also result in seepage of the water). If any of such works are carried out without the written consent of the 'Promoter' the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defects caused on account of wilful neglect on the part of the 'Promoter', and shall not mean defects caused by normal natural wear and tear and by negligent use of the 'Said Apartment' by the Occupants, etc.

That it shall be the responsibility of the 'Allottee' to maintain the 'Said Apartment'/'Said Building' in a proper manner (by professional maintenance agency if required) and take all due care needed including but not limiting to the joints in the tiles in the 'Said Apartment' which are to be regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the 'Promoter' to the 'Allottee' ends before the defects liability period and such warranties are covered under the maintenance of the 'Said Apartment/Building' and if the annual maintenance contracts are not done/renewed by the 'Allottee', the 'Promoter' shall not be responsible for any defects occurring due to the same.

The 'Said Project' as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all the equipments, fixtures and fittings shall be maintained and covered by the maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the 'Said Apartment', the 'Said Building' and common areas wherever applicable.

That the 'Allottee' has been made aware and that the 'Allottee' expressly agrees that the regular wear and tear of the 'Said Apartment' includes minor hairline cracks on the external and internal walls, excluding the RCC structure, which happens due to variation in temperature of more than **25°C** and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the 'Allottee', it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the 'Said Apartment/Building' and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

14.0 FORMATION OF ASSOCIATION/SOCIETY OF APARTMENT ALLOTTEES

14.1 Considering the 'Promoter' herein is carrying on the construction on the 'Project Land' as aforesaid and further to have the maintenance of the 'Said Building' and Common Facilities more conveniently, there will be one or more association of the 'Allottees' or Co-operative Societies or as such may be formed by prevailing local laws as may be applicable to the 'Said Project', which the 'Promoter' shall decide as suitable for the 'Allottee' in the 'Said Project' which is under construction on 'Project Land'.

14.2 The 'Allottee' along with other 'Allottees' of the 'Said Apartment' in the 'Said Building' shall join in forming and registering the Association/Society 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 Association/Society and for becoming a member, including the byelaws of the proposed Association/Society and duly fill in, sign and return to the 'Promoter' within **15 days** of the same being forwarded by the 'Promoter' to the 'Allottee', so as to enable the 'Promoter' to register the common organisation of the 'Allottees'. 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.

14.3 The 'Promoter', **within 90 days** after receiving Completion Certificate of the 'Said Project' or **within 90 days** after 51% of the apartments in the 'Said Building' are booked (Agreement to Sell of the respective apartments are registered), **whichever is earlier**, shall form Society/Association of apartments in the 'Said Building'.

15.0 CONVEYANCE OF THE 'SAID APARTMENT'

15.1 The 'Promoter', on receipt of Total Consideration (including taxes as applicable) of the 'Said Apartment' under this Agreement from the 'Allottee', shall execute a conveyance deed and convey the title of the 'Said Apartment' along with proportionate indivisible share in the common areas to the Association/Society as may be formed, all the right, title and interest of the 'Promoter'/'Original Owner' in the 'Said Project' (referred in **Schedule II**) **within 90 days** from the issuance of the Completion Certificate of the 'Said Project' or from the date of receipt of Total Consideration, **whichever is later**.

15.2 However, in case the 'Allottee' fails to deposit the stamp duty, registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the 'Allottee' authorises the 'Promoter' to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the 'Promoter' is made by the 'Allottee'.

16.0 PAYMENT OF TAXES, CESSSES, OUTGOINGS, ETC

16.1 The 'Allottee' is well aware that the State/Central Government of Maharashtra has imposed GST (Goods and Service Tax) on the agreed Total Consideration of this Agreement (from 01st of July 2017) for the transaction on sell of the 'Said Apartment' by the 'Promoter to the 'Allottee' and hence it is agreed between the parties hereto that, the 'Allottee' 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' to enable the 'Promoter' to deposit/pay the same to the State/Central Government.

16.2 If at any time, after execution of this Agreement, GST is increased under respective statute by the State/Central Government and further at any time before or after execution of this Agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation/notification or derby the State/Central Government or by the local authority or by any revenue or other authority, on the 'Said Apartment' or this Agreement or the transaction herein, shall exclusively be paid/borne by the 'Allottee'. The 'Allottee' hereby, always indemnifies the 'Promoter' from all such levies, cost and consequences. Provided that the 'Promoter' shall provide to the 'Allottee' the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

16.3 **Within 15 days** after notice in writing is given by the 'Promoter' to the 'Allottee' that the 'Said 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 'Said Apartment') of outgoings in respect of the 'Said Project', 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 Said Project' stated and defined as attached herewith in **Annexure -G**. Until the Association/Society is formed and the structure of the 'Said Building' 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 his share is so determined, the 'Allottee' shall pay to the 'Promoter' provisional monthly contribution of Rs. ____/- per month (or as decided by the 'Promoter' at the time of handing over possession) towards the outgoings. The amounts so paid by the 'Allottee' to the 'Promoter' shall not carry any interest and remain with the 'Promoter' until the conveyance of the 'Said Building' is executed in favour of the Association/Society as aforesaid. On such conveyance being executed for the 'Said Project', the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the 'Promoter' to the Association/Society, as the case may be.

16.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges, etc. will be always on the 'Allottee' of the 'Said Apartment' and if for whatsoever reason, respective recovering authority gets recovered the same from the 'Promoter', in such circumstances the 'Promoter' shall be entitled to recover the same from the 'Allottee' along with interest and the 'Allottee' shall pay the same to the 'Promoter' within stipulated period as may be informed by the 'Promoter' to the 'Allottee' in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the 'Said Apartment' being first encumbrance of the 'Promoter'. The 'Allottee' with due diligence has accepted the aforesaid condition.

17.0 DEPOSITS BY THE 'ALLOTTEE' WITH THE 'PROMOTER'

The 'Allottee' shall on or before delivery of possession of the 'Said Apartment' keep deposited with the 'Promoter', the following amounts:-

- i. **Rs. ____/-** for share money, application entrance fee of the Association/Society in the 'Said Project'.
- ii. **Rs. ____/-** for formation and registration of the Association/Society in the 'Said Project'.
- iii. **Rs. ____/-** for proportionate share of taxes and other charges/levies in respect of the Association/Society in the 'Said Project'.
- iv. **Rs. ____/-** per sq.ft. of the Carpet Area for deposit towards provisional monthly contribution towards outgoings of Association/Society in the 'Said Project'.
- v. **Rs. ____/-** for Deposit towards Water, Electricity, and other Utility and Services connection charges in the 'Said Project'.
- vi. **Rs. ____/-** for deposits of Electrical Receiving and Sub Station provided in the 'Said Project'.
- vii. **Rs. ____/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the 'Promoter' in connection with formation of the Association/Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- viii. **Rs. ____/-** as his share of stamp duty and registration charges, payable by the Association/Society at the time of registration of conveyance of the 'Said Building' on such conveyance or lease or any document or instrument of transfer in respect of the structure of the 'Said Building'.

18.0 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 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 implementation of the 'Said Project'.
- ii. The 'Promoter' has lawful rights and requisite approvals from the Competent Authorities to carry out development of the 'Said Project' and shall obtain requisite approvals from time to time to complete the development of the 'Said Project'.
- iii. There are no encumbrances upon the 'Project Land' or the 'Said 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 the 'Said Project' except those disclosed in the title report.
- v. All floor sell plans, presentation drawings and other drawings are as given to the 'Promoter' by the appointed Architect, Structural Consultant and other consultants. The 'Promoter' has disclosed the same to the 'Allottee' and the 'Allottee' is aware that professional liability has been undertaken by them individually with the 'Promoter' which shall prevail on these consultants individually or cumulatively if there is any loss/harm caused to the 'Allottee'. Based on these said details of the drawings and the calculations and areas shown, the 'Allottee' has agreed to purchase the 'Said Apartment'.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the 'Said Project', 'Project Land' and 'Said Building' 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 'Said Project', 'Project Land' and 'Said Building' shall be obtained by following due process of law and the 'Promoter' has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the 'Said Project', 'Project Land', Building and common areas.
- vii. 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.
- viii. The 'Promoter' has not entered into any agreement for sell and/or development agreement or any other agreement/arrangement with any person or party with respect to the 'Project Land', including the 'Said Project' and the 'Said Apartment', which will, in any manner, affect the rights of the 'Allottee' under this Agreement.
- ix. 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.

- x. At the time of execution of the conveyance deed of the 'Said Project' to the association of 'Allottees', the 'Promoter' shall handover lawful, vacant, peaceful, physical possession of the common areas of the 'Said Project' to the Association of the 'Allottees'.
- xi. The 'Promoter' has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 'Said Project' to the competent Authorities upto execution of the conveyance deed of the 'Said Project' to the association of 'Allottees'.
- xii. 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 'Project Land') has been received or served upon the 'Promoter' in respect of the 'Said Project'.

19.0 COVENANTS AS TO USE THE 'SAID APARTMENT'

The 'Allottee' hereby covenants with the 'Promoter' as follows for the 'said Apartment' and the 'Said Project':-

- i. To maintain the 'Said Apartment' at the own cost of 'Allottee' in good and tenantable repair and condition from the date of possession of the 'Said Apartment' and shall not do or suffer to be done anything in or to the 'Said Building' which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the 'Said Building' and the 'Said Apartment' itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the 'Said Apartment' any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the 'Said Building' or storing of goods which is objected by the concerned local or any other concerned 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 'Said Building', including entrances of the 'Said Building' and in case any damage is caused to the 'Said Building' or the 'Said 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 'Said 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 'Said Building' or the 'Said 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 'Said 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 'Said Apartment' or any part thereof, nor any alteration in the elevation and outside colour scheme of the 'Said Building' and shall keep the portion, sewers, drains and pipes in the 'Said Apartment' and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the 'Said Building' and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the 'Said Apartment' without the prior written permission of the 'Promoter' and/or the Association/Society.
- 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 'Said Building' or any part thereof 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 'Said Building'.
- vii. Pay to the 'Promoter' **within 15 days** of demand by the 'Promoter', his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the 'Said Building'.
- 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 'Said 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 'Said 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 Association/Society 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 'Said 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 Association/Society regarding the occupancy and use of the 'Said Apartment' in the 'Said 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 'Said Building' is executed in favour of Association/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 Building' or any part thereof to view and examine the state and condition thereof.

- xii. That the 'Allottee' shall indemnify and keep indemnifying the 'Promoter' towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the 'Allottee'.
- xiii. That the any nominated Surveyor/Architect appointed for the specific purposes stated in this covenant the fees of which shall be mutually decided by and between the 'Promoter' and the 'Allottee' and the same shall be paid by the 'Allottee' as agreed mutually.
- xiv. That nothing herein contained shall construe as entitling the 'Allottee' any right on any of the adjoining, neighbouring or the remaining building/common areas, etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the 'Allottee' to the 'Promoter' in this regards.
- xv. That the parking space allot to the 'Allottee' shall be used only for the purpose of parking vehicles and that the said space is designed and made for use of parking a vehicle of not more than 3.0 tonne weight and not more than 2.0 m. height. That this has been clearly made aware to the 'Allottee' and the same has been agreed by the 'Allottee' to follow.

20.0 NAME OF THE 'SAID PROJECT/BUILDING'

Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the 'Promoter' has decided to have the name of the 'Said Project/Building' as **"SHREE APARTMENT"** and erect/affix 'Promoter' name boards at suitable places as decided by the 'Promoter' in the 'Said Building' and at the entrance of the 'Said Project'. The 'Allottee' in the 'Said Project/Building' is not entitled to change the aforesaid Project/Building name and remove/alter the 'Promoter' name boards in any circumstances. This condition is essential condition of this Agreement.

21.0 ENTIRE AGREEMENT AND RIGHT TO AMEND

This Agreement, along with its schedules, constitutes the entire Agreement between the 'Promoter' and the 'Allottee' with respect to the subject matter hereof and supersedes any/all understandings, other agreements, allotment letters, correspondences, arrangements whether written or oral, if any, between the parties in regard to the 'Said Apartment'. This Agreement can only be amended through written consents of the 'Promoter' and the 'Allottee'.

22.0 SEPARATE ACCOUNT FOR SUM RECEIVED

The 'Promoter' shall maintain a separate account in respect of sums received by the 'Promoter' from the 'Allottee' towards:

- i. As total consideration of the 'Said Apartment',
- ii. As advance/deposits

- iii. As share capital for the promotion of the Association/Society towards the out goings, legal charges, etc.

Provided that the 'Promoter' shall be allowed to withdraw the sums received from the 'Allottee' and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

23.0 RIGHT OF THE 'ALLOTTEE' TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The 'Allottee' hereby agrees to purchase the 'Said Apartment' on the specific understanding that his right to the use of common areas/amenities (other than specifically allotted common areas/facilities) shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Association of the 'Allottees' (or the maintenance agency appointed by it) and performance by the 'Allottee' of all his obligations in respect of the terms and conditions specified by the association of the 'Allottees' or the maintenance agency from time to time. That the list of things that would be covered under the maintenance head is clearly stated and which the 'Allottee' has expressly agreed to pay for (fully/proportionately) are marked and annexed as **Annexure G**.

24.0 MEASUREMENT OF THE CARPET AREA OF THE 'SAID APARTMENT'

The 'Promoter' shall confirm the final carpet area that has been allotted to the 'Allottee', after the construction of the 'Said 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 **3percent**. The total price payable for the carpet area shall be recalculated upon confirmation by the 'Said Architect' of the 'Said Project'. If there is any reduction in the carpet area, beyond the defined limit, then 'Promoter' shall refund the excess money paid by 'Allottee' **within 90 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, beyond the defined limit, 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 2.0** of this Agreement. That in such a case parties hereto agree that the nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the 'Said Apartment' and submitting the said details.

25.0 PROVISIONS OF THIS AGREEMENT APPLICABLE TO 'ALLOTTEE' / SUBSEQUENT 'ALLOTTEE'

It is clearly understood and so agreed by and between the 'Promoter' and the 'Allottee' hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 'Said Apartment' or 'Said Building' or 'Said Project' shall equally be applicable to and enforceable against any subsequent 'Allottee' of the 'Said Apartment', in case of a transfer, as the said obligations go along with the 'Said Apartment' for all intents and purposes.

26.0 REGISTRATION OF THIS AGREEMENT

The 'Promoter' 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' will attend such office and admit execution thereof, on receiving written intimation from the 'Promoter'.

27.0 PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES

The 'Allottee' shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement (and any other agreements in future, if necessary) and also Final Conveyance Deed which is to be executed by the 'Promoter' in favour of the 'Allottee' or Association/Society i.e. organisation as may be formed in which the 'Allottee' will be a member.

The 'Allottee' shall also pay to the 'Promoter' a sum of Rs/-_____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the 'Promoter' in connection with formation of the said Association/Society and for preparing its Rules, Regulations and Bye Laws and the cost of preparing and engrossing the Conveyance or Assignments of lease.

28.0 WAIVER NOT A LIMITATION TO ENFORCE

28.1 The 'Promoter' may, at his sole option and discretion, without prejudice to his rights as set out in this Agreement, waive the breach by the 'Allottee' in not making payments as per the total consideration payment plan including waiving the payment of interest of delayed payments. 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 precedent and/or binding on the 'Promoter' to exercise such discretion in the case of the other 'Allottees' as well.

28.2 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.

29.0 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 any other applicable laws, such provisions of this 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 the Act or the Rules and Regulations made there-under or under any other 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.

30.0 PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 'Promoter' through his authorized signatory at the office of the 'Promoter', or office of the authorized Legal

Consultant appointed by the 'Promoter' for the 'Said Project', or at some other place, which may be mutually agreed between the 'Promoter' and the 'Allottee' in Kolhapur. After the Agreement is duly executed by the 'Allottee' and the 'Promoter' or simultaneously with the execution, the 'Said Agreement' shall be registered at the office of the Sub-Registrar in Kolhapur. Hence this Agreement shall be deemed to have been executed at **Kolhapur**.

31.0 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 A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the 'Allottee': _____
Address of the 'Allottee': _____
Notified Email of the 'Allottee': _____

Name of the 'Promoter': **SHRI ROHIT RAVINDRA PARMALE.**
Address of the 'Promoter': **R/o. 1393 C Ward, Laxmipuri, Kolhapur.**

Notified Email ID of the 'Promoter': _____

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.

32.0 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 which shall for all intents and purposes to be considered as properly served to all the 'Allottees'.

33.0 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.

34.0 DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to 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 authorized officer appointed under the Real Estate (Regulation and Development) Act.

35.0 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the 'Said Apartment' or 'Said Building' or 'Project Land' or of the 'Said Project' or any part thereof. The 'Allottee' shall have no claim save and except in respect of the 'Said 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 structure of the 'Said Building' is transferred to the Society/Limited Company.

36.0 THE 'PROMOTER' SHALL NOT MORTGAGE OR CREATE A CHARGE

After the 'Promoter' executes this Agreement he shall not mortgage or create a charge on the 'Said 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 purchase this 'Said Apartment'.

37.0 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 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' fails to execute and deliver to the 'Promoter' this Agreement **within 30 days** from the date of its receipt by the 'Allottee' and/or appear before the Sub-Registrar 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 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.

38.0 ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the 'Promoter' and the 'Allottee' 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 any parties in regard to the 'Said Apartment'/'Said Building', as the case may be.

39.0 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 'Allottees' in the 'Said Project', the same shall be in proportion to the carpet area of the 'Said Apartment' to the total carpet area of all the Apartments in the 'Said Project'.

40.0 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.

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

Signed and Delivered by the Within Named:

The 'Promoter OR Land Owner':

**M/S. RAVI DEVELOPERS
THROUGH ITS PROPRIETOR
SHRI ROHIT RAVINDRA PARMALE.**

'Allottee': (Including Joint Buyers):

In the presence of WITNESSES:

(01) -----

(02) -----

At **Kolhapur** on ____ Day of _____ 2017.

LIST OF SCHEDULES

SCHEDULE I Description of the 'Project Land'.

SCHEDULE II Description of the 'Said Project'.

SCHEDULE III Description of the 'Said Apartment' along with boundaries in four directions.

SCHEDULE IV Specifications of the 'Said Apartment'.

SCHEDULE V Description of Common Areas and Facilities/Limited Common Areas and Facilities.

LIST OF ANNEXURES

ANNEXURE - A	Copy of the Certificate of the Title issued by the Advocate.
ANNEXURE - B	Copy of 7x12 Extract showing nature of the Title of the 'Promoter' to the 'Project Land'.
ANNEXURE - C	Copy of the Final Layout of the 'Project Land' as approved by the Concerned Local Authority.
ANNEXURE - D1	Copy of the Commencement Certificate, as issued by the Concerned Local Authority (according to which the construction of the 'Said Building' is proposed in the 'Said Project').
ANNEXURE - D2	Copy of the Building Plans, as sanctioned and approved by the Concerned Local Authority, (according to which the construction of the 'Said Building' is proposed in the 'Said Project').
ANNEXURE - D3	Copy of the Proposed Building Plans showing future proposed development as disclosed by the 'Promoter' in his registration before the RERA authority and further disclosures on the web-site as mandated by the 'Promoter'.
ANNEXURE - E	Copy of the Floor Plan of the 'Said Apartment', as sanctioned and approved by the Concerned Local Authority.
ANNEXURE - F	Project registration No. registered under the Real Estate (Regulation and Redevelopment) Act, 2016.
ANNEXURE - G	List of the items that would be covered as Maintenance of the 'Said Project'.