R.R. No. ____
AREA OF **Flat ADM 91.7 SQ. MTRS. CARPET**
Covered Terrace Adm. ____ sq.mtrs.
CONSIDERATION RS. _____/-
GOVT. VALUE RS. _____ /-
STAMP RS._____ /-

AGREEMENT TO SALE

This Agreement is made on this .....**th day of March, 2021 at Dhule**

Between

AJINKYA INFRA PROPRIETOR

MR. CHANDRASHEKHAR ICCHARAM PATIL, Age:- 46 Occ:- Business having its registered office at **171, JAIHIND COLONY, DEOPUR, DHULE, PAN NO. AGWPP1748G, AADHAR NO. 9711 9919 1212**

Hereinafter referred to as the **"Promoter/Builder/Developer/Vendor"**.(Which expression hall unless it be repugnant to the context or meaning thereof mean and include the said Company and the Directors of the said Company, their executors and assignees) **PARTY OF THE FIRST PART**.

AND

_____ Age :- _____Years, Occ- _____**PAN- _____**

Address : _____

Hereinafter referred to as the **"PURCHASER/THE ALLOTTEE"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, his/her successors, and permitted assignees alone so far as the obligations on the part of
the Promoter concerned). **PARTY OF THE OTHER PART**.

THE land bearing Nirmal Heights Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) out of Jaihind Colony, Plot No. 47, Deopur, Dhule, Tal. And Dist. Dhule and within the limits of Dhule Municipal Corporation hereinafter referred to as said land more specifically described in schedule I owned by VENDOR herein.

AND WHEREAS the **VENDOR** had purchased the said Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91-07 Sq. mtr). from the previous owner Sau. Varsha Vasant Patil and other by way of registered sale deed registered at SR. No. 522/2020 on 10/02/2020 at SRO Dhule-1 accordingly the said Plot property is transferred in the name of Partnership firm i.e. Vendor.

AND WHEREAS by virtue of the said Sale Deed the vendor has absolute right, title and interest to develop the said property by constructing a building thereon and enter into agreement of sale of the constructed premises to the prospective purchaser at the price and the terms and conditions as the vendor may deed fit.

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

AND WHEREAS by virtue of the said Sale Deed the Promoter has sole and exclusive right to sell the Apartments/Units in the said building/s to be constructed by the Promoter on the

project land and to enter into Agreement/s with the purchaser/allottee(s)/s of the Apartments/Units to receive the sale consideration in respect thereof;

AND WHEREAS the VENDORs have decided to develop the said property total adm. 960.00 sq.mtrs. by constructing an ownership flats, a scheme in the name of **"AJINKYA HEIGHTS"** or thereabouts more particularly described in Schedule – II.

AND WHEREAS, the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments/units in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, Mortgagee, Purchasers of the Apartments/ Units and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **Rashmi A. Joshi** as their Architects who is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer **Rohan Ghumare** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings/Project.

AND WHEREAS the Vendor/Developer/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land **"NIRMAL HEIGHTS"** having 11 Units/ Apartment in Apartment.

AND WHEREAS the Purchaser/Allottee is offered an Apartment/Unit bearing number 05 on the First floor, (herein after referred to as the said "Apartment/Unit") in the - wing of the Building called **"NIRMAL HEIGHTS".** (herein after referred to as the said "Building") being constructed in the ---- phase of the said project, by the Promoter

AND WHEREAS, the Allottee/Purchaser has demanded from the Promoter and the Promoter has given inspection to the allottees/Purchasers, of all the documents of Title relating to the said project described in the Schedule II hereunder written and also the plans, designs, and specification of the said building prepared by the 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 the Allotter's/ Purchaser's enquiry, the Promoter herein has requested to the Allottee/Purchaser carry out independent search by appointing his/her/their owned attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allotters/Purchasers has/have satisfied himself/herself/themselves in respect of the marketable title and rights and Authorities of the Promoter herein. That the Allottee/s/Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the developer up and until conveyance of the said building/phase/wing and the said land there under.

AND WHEREAS the Allotted/Purchaser has read and understood all the terms and conditions of the Development Agreement and Power of Attorney in and between the Promoter and Consenting Party. Also the Purchaser has read and understood all the contents of the indemnity bonds undertakings, etc given by the Promoter to the Collector, Corporation, or any other authority, Quasi Govt. Authority, Govt. Authority and terms and conditions mentioned in Commencement certificate, Sanction Plans and drawings, N. A. order and Completion certificate

(if any) and Allottee/Purchaser agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, 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/Units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of building permissions/commencement Certificate as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C.**

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C.**

AND WHEREAS the authenticated copies of the approved building plans as proposed by the Promoter and according to which the construction of the buildings are proposed to be constructed on the said project have been annexed hereto and marked as **Annexure C,**

AND WHEREAS the copy of proposed layout plan and the proposed building/Phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA Authority and Further disclosure on the website as mandated by the developer have been annex here to and marked as **Annexure C**

AND WHEREAS the clear block plan showing the project [Phase/Wing] which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee/Purchaser is in this said project [Phase/wing] which is clearly demarcated and marked and which is for the purpose of this agreement the project in which the unit stated that the Allottee/Purchaser intends to purchase and the Allottee/purchaser shall have the right to claim the same for is marked as **Annexure C-3**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment / Unit agreed to be purchased by the Purchaser/Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concern local authority which are to be observed and performed by the Promoter which constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the Allottee/Purchaser has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plan by respective competent authority and have further confirm that all such conditions shall be bound and abided by the allottee/purchaser strictly.

AND WHEREAS the Allottee/Purchaser on confirmation of accepting all the conditions of sanctioned plan by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/rules/ regulations under which sanctioned plan have been given shall not be binding on the allottee and that the Allottee/purchaser shall not hold the Developer/Promoter responsible for such contrary conditions.

AND WHEREAS the Promoter has registered the Said Project under the provisions of the Real Estate (**Regulations and Redevelopment**) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra under registration **No-p51600015402** have been annex and marked as **Annexure 'F';**

AND WHEREAS the Purchaser/Allottee has applied to the Promoter for allotment of an **Apartment/Unit No-1 on first Floor admeasuring 91.7 sq.mtrs. Carpet Area and Adjoining Balcony area adm. ____ sq.mtrs. Carpet so the total carpet area of the Flat is 891-00 sq ft. Carpet and of the said Project, as shown in the Floor plan as annex and marked as Annexure E**

AND WHEREAS, relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/Purchaser, the said Apartment/Unit at the price and on the terms and conditions, covenants, stipulations, and provisions herein after appearing.

AND WHEREAS the carpet area of the said Apartment/Unit is **91.7 square meters** and **"CARPET AREA"** means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Unit for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Unit with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this present.

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee/Purchaser any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/Purchaser.

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

AND WHEREAS the Allottee/Purchaser is aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreements with several other Allottees/ purchasers, persons and parties in respect of Flat/Unit/Row Bungalow in the said building /project;

AND WHEREAS, this agreement does not preclude, diminish the rights of any financial institutions, fund, 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 allotted in respect of his unit in the said project.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and that the Allottee/purchaser has not given any third party any right to enforce this said agreement unless the said unit/apartment is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT

The Promoter shall construct the said building/s consisting of **One Ground Floor For Parking & P.T. Shops and Three floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser /Allottee in respect of variations or modifications which may adversely affect the Apartment /Unit of the Purchaser/Allottee except any alteration or addition or modification in the sanction plan, layout plan, and specification of the building or common areas of the said phase 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 Govt. , for the time being in force.

2. CONSIDERATION /PRICE OF THE SAID APARTMENT/UNIT :-

2.1 The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter hereby agrees to sell to the Allottee/Purchaser **Apartment/unit No. 1 on 1st Floor admeasuring 91.7 sq.mtrs. Carpet Area and Adjoining Balcony area adm ____ sq.mtrs. Carpet so the total carpet area of the Flat is 91.7 sq.mtrs. Carpet** (hereinafter referred to as "the Apartment/Unit") as shown in the Floor plan as thereof hereto annexed and marked Annexure C for the consideration of Rs. **_____/-** including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The sale of the said Unit is on the basis of Lump sum basis only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The Purchaser consents for the same and is aware that the consideration being lump sum will not change. The promoter has

agreed to provide the amenities in the said Unit which are more particularly described in the annexure written hereto. The Allottee/purchaser agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of this agreement.

2.2 The Allottee/Purchaser agree and understand that timely payment towards purchase of the said Apartment/Unit as per payment plan/Schedule hereto is the essence of the Agreement. The Allottee/Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees only), by cheque no._____** and **Rs. _____/- (Rupees only) by cheque No._____ is paid by way chq.** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____/-.in the following manner :-

Particulars

01] 15% at the end of each Slabs total Four slabs [total 60%]
02] 15% at the time of Brick work
03] 10% at the time of plaster & flooring
04] 10% at the time of plumbing and Elec. fittings
05] 5% at the time of possession

2.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Unit/Bungalow/Flat.

2.4 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 Purchaser/ 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 Purchaser/Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/Purchaser Separately for any up gradation/changes specifically request or approved by the Allottee/Purchaser in fitting, fixtures and specifications and any other facility which have been done on the Allottee's/Purchaser's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.5 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 the Allottee / Purchase and the Allottee shall make payment of such due amount to the Promoter within 7 days from date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, Cesses, charges etc. without any delay along with each installment.

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

3. INTEREST ON UNPAID DUE AMOUNT

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installment on the due dates, the Allottee/purchaser shall be bound and liable to pay interest as per State Bank of India, highest Marginal Cost of lending rate + 2% per annum with monthly rest, on all the amounts which become due and payable by the Allottee/purchaser to the promoter till the date of actual payment, provided that tender of the principal amount 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 Allottees/Purchasers from time to time or on completion of the said project/apartment/unit, and the Allottees/purchasers has/have agreed to pay the same as and when demanded before the possession of the said apartment/unit.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHOIRTY:

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, State and or Central Govt. including environment department at the time of sanctioning the said plans or any time thereafter or at the time of granting completion certificate or any time thereafter. The Promoter shall before handing over possession of the said Apartment/Unit to the Purchaser/Allottee herein, obtain from the concerned Planning/local authority/Development Controlling Authority occupancy and/or completion certificates in respect of the Apartment/Unit. Notwithstanding anything to the contrary contained herein, the Allottee /purchaser shall not be entitled to claim possession of the said apartment/unit, until the completion certificate is received from the local authority and the Allottee/Purchase has paid all dues payable under this agreement in respect of the said apartment/unit to the promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Apartment/Unit to the promoter. However for the purpose of defect liability on towards the Developer, the date shall be calculated from the date of handing over possession to the Allottee/ Purchaser for fit out & interior work and that the said liabilities shall be those responsibilities which are not covered under the maintenance of the said Unit/ Building/Phase/Wing as stated in the said agreement. That further it has been agreed by the Allottee that any damage or change done within the limits sold or in the building / phase/wing done by him/them or by any third person on and on behalf of Allottee/purchaser, then the Allottee /Purchaser expressly absolved the developer from the same liability and specifically consent that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

5. DISCLOSER AS TO FLOOR SPACE INDEX :-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 91.7. square meters only and Promoter has planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser/ Allottee has agreed to purchase the said Apartment/Unit based on the proposed construction and sale of apartments/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. SPECIFICATION AND AMENITIES

The specification and Amenities of the Apartment/unit to be provided by the promoter in the said project and the said apartment/unit are those that are set out in schedule hereto. Common

amenities for the project on the said land are stated in the schedule, annex hereto. In the project multi storied high rise building/wing are under construction and considering to maintain the stability of the building/wing and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per the policy of Promoter, there shall be no customization permitted inside the said apartment/unit. Changes such as Civil, Electrical, plumbing etc. shall not be allowed during the construction and till delivery of possession.

7. COMPLIANCE OF LAW RELATING TO REMITANCE:-

7.1 The Allottee/purchaser if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve bank of India Act, and Rules and Regulations made there under or any statutory amendment(s), Modification(s), made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc and provided the promoter with such permission, approvals which would unable the promoter to fulfill its obligation under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Act, 1999 or Statutory enactment or amendments thereof and the Rules and regulation of the Reserve Bank of India or any other applicable law. The Allottee/purchaser understand and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

7.2 The Promoter accepts no responsibility in this regard. The Allottee/Purchaser shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee sub sequent to the signing of this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with the necessary formalities if any under the applicable law. The promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee/ Purchaser and such third party shall not have any right in the application /Allotment of the said apartment, applied for herein in any way and promoter shall be issuing the payment receipt in favour of the Allottee/Purchaser only.

8. POSSESSION OF THE APARTMENT/UNIT

8.1 Schedule for the possession of the said Apartment/ Unit

The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit is the essence of the Agreement. Subject to the receipt of Full Consideration/ total price and dues of the promoter and taxes thereon are paid by the Allottee/Purchaser in respect of the said apartment/unit in terms of these presents, the Promoter, based on the approved plan and specification, assures to hand over the possession of the said Apartment/unit on **at the End of March, 2021**. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment/Unit on the aforesaid date, and same the shall not include the period of extension given by the Authority for Registration. Further, if the completion of building in which the Apartment/unit is to be situated is delayed on account of –

(i) war, civil commotion or Flood, Drought, Fire, Cyclone, earthquake, act of God ; or any calamity by 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/building/phase/wing could not be carried by the Promoter as per the 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. If, however, the completion of the project is delayed due the force majeure conditions then the Allottee/purchaser

agree that the promoter shall be entitle to the extension of the time for delivery of the possession of the Apartment/Unit, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agree and confirm that's, in the event it becomes impossible to the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund the Allottee/Purchaser, the entire amount received by the promoter from the Allotment/sale within 30 days from that date. After any refund of any money paid the Allottee/Purchaser, Allottee/ Purchaser agrees that he/she shall 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.

8.2 Schedule for the possession of the Common amenities :-

The Promoter herein is developing the said land which consist of various phase having common amenities the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter assures to hand over the said common amenities on **march 2021**. The Allottee/ Purchaser herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/unit on the Ground of non Completion of aforesaid common amenities.

That the Allottee/Purchaser further agree that even where 'substantial Completion' of works has been done and after receiving OC from the Competent Authority the Possession of the said Unit shall be given. That Substantial Completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the Allottee/Purchaser or any person on his behalf to complete the remaining portion of the work, it shall be accepted by and between the parties that the remaining work shall be deemed to have been done as and against the developer.

8.3 **Procedure for taking possession :-**

The Promoter, upon obtaining the occupancy certificate from the Local/competent/ planning authority shall offer in writing to the Allottee/purchaser intimating that, the said apartment/unit is ready for use and occupations. The Allottee/purchaser herein shall inspect the said Apartment/Unit in all respect to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of consideration/total price and dues to the Promoter as per the terms and conditions of this agreement and take the possession of the said Apartment/unit within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers /Allottees, as the case may be.

8.4 It shall be expressly agreed that whatever it is the responsibility of the Allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/ Purchaser shall be solely responsible for the same.

8.5 Failure of Allottee/Purchaser to take possession of Apartment/unit :-

Upon receiving a written intimation from the Promoter as per clause 8.3, the purchaser/ Allottee shall take possession of the Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Unit to the Purchaser/allottee. In case the Purchaser/Allottee fails or commit delay in taking possession of the said Apartment/unit within the time provided in clause 8.3 such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the promoter shall not be liable for the maintenance, wear and tear of the said Apartment/unit.

8.6 Possession by the Allottee/Purchaser

After obtaining the occupancy Certificate and handing over the physical possession of the said Apartment/unit to the Allottee/Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association/Society of the Allottee/Purchaser or the Competent Authority, as the case may be, as per the local laws.

8.7 Compensation:-

That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase /wing and the said land thereunder.

8.8 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer 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/s/Purchaser/a, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/unit, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Apartment.

9. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee/Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Unit] to the Allottee/Purchaser and the common areas to the association of the allottees/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in this agreement or by Payment Plan set out in Schedule

10. TERMINATION OF AGREEMENT:-

10.1. Without prejudice to the right of promoter to charge interest in terms of sub no.3 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/Purchaser committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser 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/Purchaser (subject to adjustment and recovery of any administrative expenses of an amount of Rs10% amount /-and/ or any other expenses incurred by the promoter for such unit as requested by the Allottee/Purchaser or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Promoter and the Promoter herein shall be entitled to deal with the said apartment/unit with any

prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

10.2. For whatsoever reason if the Allottees/Purchaser herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottees/Purchasers herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment/unit with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her /them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

10.3.It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee's/Purchaser's herein terminated as stated in subpara 10.1 and 10.2. herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee's/Purchaser's herein, in respect of the said apartment/unit, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

11 DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment/unit to the Allottee/ Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Apartment/unit or the building in which the Apartment/unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser 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's/Purchaser's shall not carry out any alterations of the whatsoever nature in the said apartment/unit of phase/ wing and in specific the structure of the said unit/wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee's/Purchaser's shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment/unit by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the Allottee/ Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee's/Purchaser's the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments/ Units/flats and the common project amenities wherever applicable.

That the Allottee/Purchaser has been made aware and that the allottee/Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due

to variation in temperature of more than 20*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/Purchaser, 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 defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

12 FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

12.1. Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottees/Purchasers Cooperative Societies and/or Apex Society and/or limited company 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 apartment/unit holders in the said project which is under construction on the said land. (Please note that the promoter shall mention specific/particular organization which is intended/likely to be formed by the promoter in respect of the said project).

12.2 The Allottee/Purchaser along with other Allottee(s)/Purchaser's of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decided and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/Purchaser, so as to enable the Promoter to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser 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.

12.3 The Promoter shall, January 2021 (mention date) of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

12.4 The Promoter shall, January 2021 mention date) of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

13 CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, on receipt of complete amount of the Price of the said Apartment/unit under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the said unit not later than one…years and with proportionate indivisible share in the Common Areas on dt……/- to the society/association/federation/ limited company (Please pick any one and follow the same throughout) as may be formed all the right, title and interest of the promoter/original owner in the aliquot part of the said land i.e said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee/Purchaser 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/Purchaser authorizes the Promoter to withhold 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/Purchaser.

14 PAYMENT OF TAXES, CESSES, OUT GOINGS ETC:-

14.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment/unit by the Promoter to the Allottee/Purchaser of the apartments/units 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/Purchaser'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.

14.2 The Allottee's/Purchaser's herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee's/ Purchaser's and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee's/Purchaser's herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

14.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively 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 order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment/unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee's/Purchaser's. The Allottee's/Purchaser's hereby, always indemnify the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee's/ Purchaser's the details of the taxes paid or demanded along with the acts/rules /notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

14.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/ Purchaser that the Apartment/unit is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith, Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee's/ Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter provisional monthly contribution of Rs……../-per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance /assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

14.5 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee's/Purchaser of the said apartment/unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee's/Purchaser's along with interests and Allottee's/Purchaser's herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee's/Purchaser's in writing. It is further specifically agreed that, aforesaid

encumbrance shall be on said apartment/unit being first encumbrance of the Promoter. The Allottee's/Purchaser's herein with due-diligence has accepted the aforesaid condition.

14.6 That the allottees/Purchaser 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/Purchaser shall have to pay for the water charges either by tanker or any other form.

15. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts

(I) Rs. NIL share money, application entrance fee of the Society or Limited Company/ Federation / Apex body.

(ii) Rs. NIL for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. NIL for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. NIL for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. …… for Expenses towards Water, Electric, and other utility and services connection charges

(vi) Rs. NIL for deposits of electrical receiving and Sub Station provided in Layout.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allottee/Purchaser 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 from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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/ Purchaser and the Allottee/Purchaser 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/Purchaser and based on these said details of the drawings an the calculations and areas shown, the Allottee/ Purchaser has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing /phase are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas

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/Purchaser 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 [Apartment/unit] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement; i) The Promoter confirms

that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/unit]to the Allottee/Purchaser in the manner contemplated in this Agreement

j) At the time of execution of the conveyance deed of the structure to the association of Allottees/Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/Purchasers;

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

1) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17 COVENANTS AS TO USE OF SAID APARTMENT:-

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

a] To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/ unit is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b] Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/unit is situated, including entrances of the building in which the Apartment/unit is situated and in case any damage is caused to the building in which the Apartment/unit is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c] To carry out at his own cost all internal repairs to the said Apartment/unit and maintain the Apartment/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and byelaws 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.

d] Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

e] Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f] 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 porting of the project land and the building in which the Apartment is situated.

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

h] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i] The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j] The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k] Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

m] That the allottee/Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or nonperformance of such obligations given specifically herein to the Allottee/ Purchaser.

n] That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee/Purchaser and the same shall be paid by the ALLOTTEE as agreed mutually.

o] That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the developer in this regards.

18 NAME OF THE PROJECT/BUILDING/S/WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **“NIRMAL HIGHTS”** and building will be denoted by letters or name **“NIRMAL HEIGHTS”** or as decided by the promoter and 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

Allottees/s in the said project/building/s or proposed organisation 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 this Agreement.

19 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.

20 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 said apartment 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 utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

21 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO AYMENT OF TOTAL MAINTENANCE CHARGES:-

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

22 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 Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.

23 PROVISIONS 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 been dispensed. As per RERA Consideration.

24 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/ telephonic/electronic media intimation from the Promoter.

25 PAYMENT OF STAMP DUTY, REGISTRATION FEE & 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 in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member. The Allottee shall also pay to the Promoter a sum of Rs._15000/-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 Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

26 WAIVER NOT A LIMITATION TO ENFORCE

26.1 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 Allottees.

26.2 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.

27 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 as applicable at the time of execution of this Agreement.

28 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, 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. Hence this Agreement shall be deemed to have been executed at Nashik..

29 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:

Name of Allottee :- **MR. CHANDRASHEKHAR ICCHARAM PATIL**, Age :- 46 Occ:- Business having its registered office at **171, JAIHIND COLONY, DEOPUR, DHULE, PAN NO. AGWPP1748G, AADHAR NO. 9711 9919 1212** (Allottee Address) :

Promoter name & Address :- **AJINKYA INFRA,** having its registered office at **171, JAIHIND COLONY, DEOPUR, DHULE** 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.

30. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31 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.

32 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.

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

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

ALL THAT piece and parcel of the land bearing Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) out of Jaihind Colony, Plot No. 47, Deopur, Dhule, Tal. And Dist. Dhule within registration and Sub Registration District of Dhule within Dhule Municipal Corporation, Dhule, bounded as Follows :-

On & towards East : 9 Mtrs. road

On & towards West : Flat No. 103

On & towards South : Flat No. 48

On & towards North : Flat No. 102

Schedule-II Above Referred to
Description of Apartment/Unit

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing Purchaser Apartment/unit No-01 on **First Floor** admeasuring **91.7 sq.mtrs. Carpet Area** and **Adjoining Balcony** area adm _____ **sq.mtrs**. Carpet so the total carpet area of the **Flat is 91.7 sq.mtrs.** Carpet. in the building "**NIRMAL HEIHGTS APARTMENT"** situated at Jaihind Colony, Dhule bounded as Follows :-

On & towards East : 9 Mtrs. road

On & towards West : Flat No. 103

On & towards South : Flat No. 48

On & towards North : Flat No. 102

Schedule-III Above Referred to
Specification of the said Apartment/ Unit

(1) STRUCTURE

RCC structure with external walls 6" thick and Internal wall 4" thick
RCC loft will be provided in kitchen

(2) KITCHEN

Green Marble kitchen platform on one side with stainless steel sink & designer wall tiles upto window level.

(3) FLOORING

24" x 24" vitrified tiles flooring in all rooms

(4) BATHROOMS

In all W/C & bath designer wall tiles with modern trends

(5) ELECTRIFICATION

Electrification with sufficient point & modular switches

(6) PLUMBING

Plumbing with good quality wall mixer & bath asscessaries

(7) PAINT

Good quality acrylic emulsion paint to exterior surface

(8) DOORS

* Main door with attractive laminated sheets
* Other doors will be oil painted flush doors with attractive fitting

(9) WINDOWS

Green Marble window sills.
Three track power coated aluminium windows with Mosquito Net & safety grill.

(10) WATER

Water supply with sufficient storage tank & borewell with proper pumping arrangement.

(11) ROOF

The building roof will be finished with water proofing in brickbat coba with neat cement finishing.

(12) Common Parking and Water supply of Municipal & Boring water

Schedule-IV Above Referred to

Description of Common areas and facilities/ Limited common areas and facilities

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. staircase columns in the building/s
4. common sulage/drainage, water, electrical lines
5. Common ground water storage tank and overhead tank
6. Electrical meters, wiring connected to common lights, pumps.
7. Unsold top terrace

(b) LIMITED COMMON AREAS AND FACILITIES

1. Partition walls between the two units shall be limited common property of the said two units.

2. The parking area and portions thereof may be allotted for exclusive use of the specific flat by the VENDOR as per his discretion or retained by him
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. The Terrace on the Top of the building allotted/sold to the Flat owners by the VENDOR
5. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
6. Land around building and open areas

Schedule-V Above Referred to

Description of Common Amenities

1. Staircase columns in the building/s
2. Common sulage/drainage, water, electrical lines
3. Common ground water storage tank and overhead tank
4. Electrical meters, wiring connected to common lights, pumps.
5. Unsold top terrace

Signed, sealed and delivered by]
within named **VENDOR**
M/S. Nirmal Heights Partnership firm, through its partners
MR. CHANDRASHEKHAR ICCHARAM PATIL ———————————————
VENDOR

Signed, sealed and delivered by
within named **PURCHASER**

1] _____ ———————————————

Witnesses :- 1]———————————— 2]————————————

LIST OF ANNEXURES

ANNEXURE – A

Copy of the Certificate of Title issued by the Advocate

ANNEXURE – B

Copy of Property Card/ VII XII extract

ANNEXURE – C

Copy of Building permission/ Commencement Certificate

Authenticated Copy of the building plan

Copies of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration.

ANNEXURE – D

Copy of the plan and Specifications approved by the concern local/planning authority

ANNEXURE – E

Copy of Floor plan of the said Apartment/Unit

ANNEXURE – F

Authenticated Copy of the Registration Certificate of the project granted by the RERA

RECEIPT

Received of and from the Allottee above named the sum of Rupees 2,00,000/- Two Lacks only is paid way of the chq no. _____& _____ bank dated __-__-2020 and Rs – 5,00,000/- is paid way of the chq no. _____, _____ bank dated __-__-2020 on execution of this agreement towards Earnest Money Deposit or application fee For Apartment/Unit No 01 in **"NIRMAL HEIGHTS APARTMENT"**

I say received.

The Promoter/s.

R.R. No. **_____**
AREA OF **Flat ADM 91.7 SQ. MTRS. CARPET**
Covered Terrace Adm. _____ sq.mtrs.
CONSIDERATION RS. _____/-
GOVT. VALUE RS._____ /-
STAMP RS._____ /-
(Including 1% LBT) paid on Agreement Reg. SR. No. _____.
Declaration of Apartment Reg. at Sr. No. **. _____** *on __-__-2020* **Stamp Rs.100/-**

DEED OF APARTMENT [FINAL CONVEYANCE]

THIS DEED OF APARTMENT [FINAL CONVEYANCE] is made and executed at Dhule on this **…….. day of March, 2021.**

BETWEEN

AJINKYA INFRA Proprietor MR. CHANDRASHEKHAR ICCHARAM PATIL, Age:- 46 Occ:- Business having its registered office at **171, JAIHIND COLONY, DEOPUR, DHULE, PAN NO. AGWPP1748G, AADHAR NO. 9711 9919 1212**

Hereinafter referred to as the **"Promoter/Builder/Developer/Vendor"**.(Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Company and the Directors of the said Company, their executors and assignees) **PARTY OF THE FIRST PART.**

AND

SNEHLATA AVINASH PATIL Age :- 51Years, Occ- Housewife **PAN-ACNPP7327E**

Address :_____

Hereinafter referred to as the **"PURCHASER"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, his/her successors, and permitted assignees alone so far as the obligations on the part of the Promoter concerned). **PARTY OF THE OTHER PART**.

The land bearing Nirmal Heights Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) out of Jaihind Colony, Plot No. 47, Deopur, Dhule, Tal. And Dist. Dhule and within the limits of Dhule Municipal Corporation is owned by VENDOR herein.

AND WHEREAS the VENDOR had purchased the said Nirmal Heights Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) from the previous owner Sau. Varsha Vasant Patil and other by way of registered sale deed registered at SR. No. 522/2020 on 10/02/2020 at SRO Dhule-1 accordingly the said Plot property is transferred in the name of Vendor.

AND WHEREAS by virtue of the said Sale Deed the vendor has absolute right, title and interest to develop the said property by constructing a building thereon and enter into agreement of sale of the constructed premises to the prospective purchaser at the price and the terms and conditions as the vendor may deed fit.

AND WHEREAS the Promoters has decided to develop the said Land property adm. **91.7 sq.mtrs.** by constructing an ownership flats, a scheme in the name of **"NIRMAL HEIGHTS APARTMENT"**

AND WHEREAS the Promoter has got the Completion Certificate from Dhule Municipal Corporation Dhule on _____vide No. _____

AND WHEREAS the Promoter has registered the Said Project under the provisions of the **Real Estate (Regulations and Redevelopment) Act, 2016** with the Real Estate Regulatory Authority Maharashtra under registration No. **P51600015402** have been annex;

AND WHEREAS the Promoter has construted on the project land **"NIRMAL"** having **11 Units/ Apartment in Apartment**. And **Apartment Declaration Deed** is made and executed and registered in the office of the Sub Registrar Dhule_____.

AND WHEREAS the vendor has absolute right to develop the said property by constructing a building thereon & enter into agreement of sale of the tenement to the prospective purchaser at such price & the terms & conditions as he may deem fit & has right to construct premises & to appropriate the sale proceeds thereof.

AND WHEREAS the builder constructed a building known as **"NIRMAL HEIGHTS APARTMENT"** on the said property and agreed to sell the apartment in the said building to different purchasers and the builder agreed to sell Apartment/Unit No. **05** on **First Floor** admeasuring **91.7 sq.mtrs. Carpet Area** and **Adjoining Balcony area** adm. ___ sq.mtrs. Carpet so the total carpet area of the Flat is **_____ sq.mtrs. Carpet** in the building known as **NIRMAL HEIGHTS APARTMENT** constructed on the said property (Hereinafter referred to as the Said Apartment Unit) And purchaser has showed his interest in the purchase of the said Flat property to the vendor and accordingly the Builder/vendor has showed all the documents and papers and title of the said property and the area of the flat and the facilities which are provided in the said flat to the purchaser to which purchaser is totally satisfied. And the Vendor has agreed to sell the said **Flat**, for the total lumsum price of **Rs. _____/- (_____ only)** which the purchaser had paid to the vendor before execution of this deed and in pursuance to the receipt of agreed amount of consideration the present Deed of Apartment (Final Conveyance) is executed. And the land owner being necessary party to this deed.

AND WHEREAS the land owner and builder subjected the said property to the provisions of Maharashtra Apartment Ownership Act and the land owners and builders executed a Declaration under Rule 3 of the Maharashtra Apartment Ownership Rules 1972 and as per the said declaration and as per the provisions of Maharashtra Apartment Ownership Act, this deed of Apartment is executed amongst the parties. The Said declaration of Apartment is registered with the Sub Registrar Dhule-1 at **SR. NO. _____ on _____/2020.**

NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN

1) That in pursuance of the terms and conditions agreed to in between the vendor and the purchasers of the said property for total consideration and price of **Rs. _____/-** the land owner and the Builder do hereby sell, convey, alienate and transfer all that piece and parcel of Plot No. 47, 1st floor flat no. 101 so the total carpet area of the Flat is **97.1 sq.mtrs. Carpet** in the building known as **NIRMAL HEIGHTS APARTMENT** as per the approved Building plan together with undivided interest appurtenant to the said flat in the common areas and facilities as mentioned in the declaration of apartment.

2) The aforesaid amount of consideration includes the amount of consideration of the said Apartment along with right in common areas and facilities i.e. right of ownership as mentioned in the Declaration of Apartment registered at the office of Sub Registrar Dhule 2 at _____.

3) The aforesaid amount of consideration is fixed as per the mutual consent of the parties and there is no dispute about the same. Out of the total amount of consideration the land owners have received the amount of consideration of the land from the builder and as such the entire amount of consideration of the said apartment along with proportionate ownership in the said property as per the declaration, is paid by the purchaser to the Builder do hereby admit and acknowledge and discharge the purchaser and the said property there from. The land owner/Builder declare that they have received the entire amount of consideration of the said apartment and there is nothing due & payable by the purchaser to builder.

4) The actual clear, vacant & peaceful possession of the said Apartment as described in the second schedule written hereunder is already delivered by the PROMOTER/VENDOR to the purchaser on or before execution of this deed of apartment and the PROMOTER/VENDOR and land owner do hereby confirm the possession of the said apartment by the purchaser as absolute and exclusive owner thereof. The purchaser is satisfied about the possession so also the purchaser is satisfied about the area of the said flat, quality of construction of the building and the amenities provided in the said flat. The purchaser has no complaint about the same. The purchaser shall never raise any objection about the same.

5) By virtue of this deed of Apartment, the purchaser has become the absolute and exclusive owner of the said Apartment along with the proportionate right in common areas and facilities as A defined in the declaration of Apartment as described in the second schedule written hereunder.

6) The apartment conveyed hereunder is free from any encumbrances, charges and defect in title and that the land owner/Builder have not subjected to any charge, by way of mortgage, lien, lease, gift, oral or written agreement will, etc. and the land owner/Builder indemnifies the purchaser with any charge, encumbrance or defect in title is found with respect to the said Apartment. The purchaser has verified the title of the said apartment and the said property and is satisfied about the same.

7) The land owner and builder shall execute a deed of apartment of other apartments in the building in favour of the individual apartment owners and as such the entire said property as mentioned in the first schedule is deemed to have been owned by **"NIRMAL HEIGHTS APARTMENT"** CONDOMINIUM.

8) The purchaser shall have proportional right in the common areas and facilities as mentioned in declaration registered by the parties. Purchaser has no right, title and interest in the restricted area mentioned in said declaration.

9) The Purchaser shall enjoy the ownership and possession of the said apartment conveyed hereunder as absolute and exclusive owner without any disturbance or obstruction from the land owners or the/ Builder or anybody claiming through them.

10) All the rates, taxes, etc. in respect of the said apartment is borne and paid by the purchasers from the date of receipt of possession.

11) The entire expenses of this deed of Apartment is borne and paid by the purchaser exclusively.

12) That the purchaser has received the copy of declaration of apartment and has read and understood the contents therein. The purchaser agrees to abide by all the terms and conditions as mentioned in the bye laws of the apartment and agrees to enjoy the said apartment along with the other apartments owners in the manner as mentioned in the Declaration of Apartment. And The purchaser shall be bound by the bye laws of **"NIRMAL HEIGHTS APARTMENT"** CONDOMINIUM. and rules and bye laws framed there under. The purchaser shall not do any work which would jeopardizes the soundness or safety of the building or reduced the value of impair any easement to the said property.

13) That the purchaser has examined the title of the vendor/ land owner to the said property and has been the documents of title and is satisfied about the title of the said property, so also the purchaser has taken inspection of the plans and specifications of the construction approved by the Dhule Municipal corporation and fully satisfied about the same.

14) That this deed of apartment is being executed pursuant to & for the purpose of Maharashtra Apartment Ownership Act 1970.

15) That except the property conveyed hereunder the purchaser shall not claim and right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the vendor.

16) That the purchaser has paid the full consideration amount i.e. **Rs. _____/-** to the vendor / builder by way of cheque and RTGS which the vendor admits the same and there is nothing due and payable by the purchaser to the vendor/builder.

17) That the proper stamp duty of **Rs. _____/-** is paid on Agreement For Sale Reg. at **SR. No. _____ on _____/2018 at SRO Dhule**

First Schedule Above Referred to

Description of the land and all other details

ALL THAT piece and parcel of the land bearing Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) out of Jaihind Colony, Plot No. 47, Deopur, Dhule, Tal. And Dist. Dhule within registration and Sub Registration District of Dhule within Dhule Municipal Corporation, Dhule, bounded as Follows :-

On & towards East : 9 Mtrs. road

On & towards West : Flat No. 103

On & towards South : Flat No. 48

On & towards North : Flat No. 102

Schedule-II Above Referred to

Description of Apartment/Unit

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing Purchaser Plot No. 47, 1st floor flat no. 101, 980 sq. ft. (91.07 Sq. mtr) out of Jaihind Colony, Plot No. 47, Deopur, Dhule, Tal. And Dist. Dhule in the building **"NIRMAL HEIHGTS APARTMENT"** situated at Dhule bounded as Follows :-

On & towards East : 9 Mtrs. road

On & towards West : Flat No. 103

On & towards South : Flat No. 48

On & towards North : Flat No. 102

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed respective hands and seals on the day, month and the years herein above written.

Signed, sealed and delivered by]
within named **VENDOR**]

AJINKYA INFRA PROPRIETOR

MR. CHANDRASHEKHAR ICCHARAM PATIL ——————————————
VENDOR

Signed, sealed and delivered by
within named **PURCHASER**

1] Snehlata Avinash Patil ——————————————

Witnesses :- 1]—————————————— 2]——————————