ZONE No.	: 9/9.3	
GOVT. Rate RS.	:-	/-
GOVT. VALUATION Rs.	:-	/-
CONSIDERATION Rs.	:-	/-
STAMP RS.	:-	/-
REGISTRATION FEES RS.	:-	/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of Constructed area made and executed on this ____ day of ____, in the year Two Thousand Eighteen at _____.

BETWEEN

PYRAMID REALTORSS
Through proprietor,
Mr. Krishna Pralhad Chaudhari
Age: 21 Years, Occupation: Business & Education
PAN No. : BGNPC0977Q
Aadhar No. : 4620 7270 4852
R/O: Plot No. 26/7, Shrikrishna Bunglow, Near Wisdom High School, Balwant Nagar, Gangapur Road, Nashik-422013.

Hereinafter referred to as the **VENDOR / PROMOTER** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said person, his heirs, legal representatives, executors, administrators] of the FIRST PART.

AND

Mr./Miss/Mrs.
Age: __ Years Occupation: _____
PAN: _____
R/o: _____

Hereinafter referred to as the **ALLOTTEE/S** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/ her /their heirs, legal representatives, executors and administrators, assigns) of the SECOND PART.

WHEREAS a land bearing 16+17+18+19+20A+20B admeasuring 928.95 Sq. Mtrs. from and out of Survey No. 63 from situated at Village Kukdel, Tal. Shahada and Dist. Nandurbar is owned and possessed by vendor/promoter.

AND WHEREAS originally land S. No. 63 was originally owned by Narayan Bhaidas Patil in the year 1947.

AND WHEREAS Narayan Bhaidas Patil expired on 12.9.1947 leaving behind legal heir grandson Mr. Somaji BhutaPatil and his name was added on S. No. 63 vide mutation entry no. 527.

AND WHEREAS Somaji Bhuta Patil partitioned his lands among family and as per the said partition land S. No. 63 came to his son Khushal Somaji Patil and effect of the same was given vide mutation entry no. 909.

AND WHEREAS thereafter Khushal Somaji Patil procured N.A. permission for residential purpose issued by Sub Divisional Officer, Taloda numbered at 1995/NASR/2/95 dtd. 7.4.1995 and Final Layout Permission issued by Town Planning & Valuation Department, Dhule Branch numbered at Javak Kra/NaRa Dhu/Abhinyas/Kukdel/S No 63/Sudharit/2056 dtd. 1.12.1994 and laid down the layout in S. No. 63 and accordingly, 7/12 extracts were separated plotwise.

AND WHEREAS Khushal Somaji Patil sold Plot No. 16, 17, 18, 19, 20A & 20B to Raman Hari Chaudhari vide sale deed registered at sr. no. 740 dtd. 30.5.1996. Name of Raman Hari Chaudhari was recorded on the said plots vide mutation entry number 3351.

AND WHEREAS Raman Hari Chaudhari transferred Plot No. 16, 17, 18, 19, 20A & 20B to Shrikrishna Pralhad Chaudhari vide gift deed registered at sr. no. 3944 dtd. 22.11.2016.

AND WHEREAS Krishna Pralhad Chaudhari converted an area of 173.65 sq. meters from Plot No. 16+17+18+19+20A+20B for Commercial purpose vide permission issued by Sub Divisional Officer, Shahada numbered at Gaothan/Kavi/243/2018 dtd. 203.2018

AND WHEREAS Vendor wanted to develop the property plot number 16+17+18+19+20A+20B by constructing a building for Residential + Commercial use. Thus, they have decided to construct a building under the name and style of **Lambodar Divine** for residential + commercial purpose comprising of Ground + Three Floors. The Vendor has appointed Consulting Engineer Rajendra V. Chaudhari & M/s Strucon Designers Pvt. Ltd., Nashik through Er. Rajendra B. Chopda as structural engineers.

AND WHEREAS building plans are prepared and the same are approved by Sub Divisional Officer numbered at Gaothan/Kavi/46/2017 dtd. 20.3.2018. The said approved plans are displayed at site and also in the office of Vendor. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS as per the said approved plan the Vendor/Promoter herein has commenced construction of a building having name **Lambodar Divine**.

AND WHEREAS registration of project under Real Estate [Regulation & Development] Act, 2016 has been done and registration number _____ has been granted to the present project on _____ and copy of the said approval is attached along with present agreement for sale. As per the declaration on the said approval, Vendor/Promoter has agreed to give possession of the premise until 31 May 2020 and in case of force majeure until 30 November 2020 and shall abide by the same along with every other condition mentioned therein.

AND WHEREAS the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

AND WHEREAS The Allottee had applied for a flat/shop in the Project vide application no. _____ dated _____ and has been allotted flat/shop no. _____ having carpet area of _____ square feet, on _____ floor in building "Lambodar Divine". **Allottee of shop and visitors to them shall utilize only marginal space in front of the said shop for parking purposes**.

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;

AND WHEREAS The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the 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 WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the premises described in Schedule II and the garage/closed parking (if applicable) as specified above and in Schedule II.

NOW THEREFORE THIS AGREEMENT IS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat/shop as specified in Schedule II; for the Total Lumpsum Price for the shop/flat is Rs. _____ (Rupees _____ only ("Total Price") having Apartment no. _____ on _____ Floor

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the shop/flat;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST/ Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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;

(iv) The Total Price of Shop/flat includes: 1) pro rata share in the Common Areas.

1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure B ("Payment Plan")**, all the facilities to be provided is mentioned in **Annexure 'C'**.

1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.5 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. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that 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 feet as agreed in Clause 1.2 of this Agreement.

1.6 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the shop/flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the premise described in Schedule II;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the flat/shop includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.7 It is made clear by the Promoter and the Allottee agrees that the flat/shop along with _____ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.9 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the premise described in Schedule II at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner

specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, 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 **LAMBODAR DIVINE A PROJECT BY PYRAMID REALTORS A/c No. 0103102000062578 of IDBI Bank payable at Nashik having IFSC Code: IBKL0000103.** Said payment shall be paid as per timeline described in Annexure 'B'.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, 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 thereunder 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 provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations 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 Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands 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.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent 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 necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the Shop/flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor

plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017. and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Shop/flat: The Promoter agrees and understands that timely delivery of possession of the shop/flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on 31.05.2020, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the 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 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she 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.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Flat/Shop/flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop/flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Flat/Shop: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the shop/flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the shop/flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money

paid by the Allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, 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 allottees, in case the Allottee 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], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the shop/flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Shop are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Shop/flat which will, in any manner, affect the rights of Allottee under this Agreement;

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

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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;

(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 said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Shop/flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment/shop/flat shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 02 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 03 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the

Common Areas within 3 (three) months from the issuance of the occupancy certificate*. 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 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. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Shop/Flat. The allottee shall maintain at their own cost all equipment, lift, septic tank, pumps, soak pit at their own cost after the handing over the project by the association.

12. DEFECT LIABILITY It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. The defect liability of the equipments as Lift, Battery Backup, Septic Tanks, pumps etc., shall be upto warranty period offered by the said manufacturer. The promoter shall be liable for the defect liability of the equipments as detail above as offered by the manufacturer only.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the [Apartment] on the specific understanding that is/her right to the use of Common Areas 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.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Basement and Service Areas (If any) : The basement(s) and service areas, if any, as located within the **Lambodar Divine**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop/flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation

areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat/shop/flat and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the shop/flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the shop/flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE The Allottee is entering into this Agreement for the allotment of a shop/flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said shop/flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the flat/shop/flat at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the shop/flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such shop/flat.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE) The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and every other law in effect as of today. The Promoter showing compliance of various laws/regulations as applicable in Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

21. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty)

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.

22. ENTIRE AGREEMENT 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/building, as the case may be.

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

24. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the shop/flat, in case of a transfer, as the said obligations go along with the shop/flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the flat/shop/flat bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. USE OF PREMISES The purchaser admits that she shall use the premises for **commercial business/residential** purposes only and shall not utilize them for purposes such as maternity home, educational institute, classes, nursery, crèche, hotel, motor repair garage, liquor shop/flat, bar, restaurant or any purpose that is in contravention of any legislation enacted by

Government of Maharashtra or Union of India nor for storage of firecrackers, any inflammable substances or any substance that has been declared as illegal under any law enacted by Government of Maharashtra or Union of India.

30. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ 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 _____.

31. 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 the Allottee _____

Address of the Allottee _____

Name of the Promoter : PYRAMID REALTORSS through proprietor, Mr. Krishna Pralhad Chaudhari.

Address of the Promoter : Plot No. 26/7, Shrikrishna Bunglow, Near Wisdom High School, Balwant Nagar, Gangapur Road, Nashik-422013.

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. JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. 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. 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. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

35. PAYMENT OF STAMP DUTY, REGISTRATION CHARGES AND OTHER EXPENSES_- The charges relating to payment of stamp duty, registration charges and other expenses touching to this agreement and till final conveyance shall be paid and borne by the Allottee.

SCHEDULE I

OF THE PROPERTY REFERRED TO ABOVE

All that piece and parcel of land bearing Property bearing Plot No. 16+17+18+19+20A+20B admeasuring 928.95 Sq. Mtrs. from and out of S. No. 63 situated at Village Kukdel, Tal. Shahada and Dist. Nandurbar bounded as:

East: 12 meter colony road.

West: 6 meter colony road.

South: 9 meter colony road.

North: S. No. 62/1

[along with all entire rights, title, interests, benefits, sanctions appurtenant thereto, easementary rights, earth, trees, bushes, stone, water, and right to approach the land, rights of ingress, egress, beneficial user with the reservations thereon and consequential rights for compensation/T.D.R. there for.]

SCHEDULE II

OF THE SAID PREMISES REFERRED TO ABOVE

On the aforesaid property a building named as "Lambodar Divine" is under construction, from and out of the said building a premises bearing Flat/Shop No _____ on _____ floor. The carpet area of the said premises is _____ Sq. Mtrs. along with attached same level exclusive balcony (Flat only) having carpet area of _____ Sq. Mtrs. with proportionate right in the common areas together. The said premises is bounded as

East:

West:

South:

North:

ANNEXURE 'A' - FLOOR PLAN OF THE APARTMENT

ANNEXURE 'B' - PAYMENT PLAN BY THE ALLOTTEE

Stage of Work	Payment
On or before execution of agreement	10%
At plinth	15%
1st Slab	11%
2nd Slab	11%
3rd Slab	11%
4th Slab	11%
Brick work	15%
Internal finishing work	11%
Possession	05%

ANNEXURE 'C'

SPECIFICATIONS OF AMENITIES OF THE RESIDENTIAL UNIT PREMISES

R.C.C : Frame Structure

Brick Work: External walls of 6" and Internal Walls 4" thick of AEC, CLC, Concrete, Red Bricks

Plastering: External wall surface to be sand faced Double plaster in cement mortor. Internal wall surface to be cement plaster with Neeru finish/ POP finish.

Door Shutters: Entrance door shutter of solid core flush door with laminated from front side, internal door of solid core flush door, laminated from both side. All doors to have Brass/Steel finish fittings

Windows: Powder coated / anodized alluminium sliding window with mosquito net and safety grill.

Flooring: For all rooms "2" x "2" porcelain / vitrified flooring. For bathroom ceramic flooring, for W.C. ceramic glaze tiles.

W.C. & Bath: In bathroom And Toilet 6'-6" high of glaze tile and In WC 4'-0" high dados of ceramic glazed tiles.

Kitchen: 8' long and 2'-3" wide Granite top Platform, build in and at all sides of height up to lintel level of the glazed tiles dado above kitchen platform one tap from overhead water tank with kitchen sink.

Lofts: About 1'-6" wide one in kitchen & one in bed (optional).

Sanitary and Plumbing:
Orissa pan with flushing system to W.C.
1 Bib cock for bath, WC and Wash basin with cock.
1 Underground water tank and 1 overhead water tank

Electrification:
Concealed wiring and fitting of ISI standards
3 ½ Points (2 light + 1 fan + ½ point) of electrification per room.
1 point in bath, W.C., balcony and wash basin.
1 plug point for T.V in living room and 1 point Mixer / fridge in kitchen.
1 geyser point in bath

Painting:
Oil bound washable distemper to internal walls.
Cement paint for external walls.
Oil paint of decent shade for M.S. Grills & Railings.

Lift: Lift with vertical transportation / movement in the building with power backup facility.

Any Additional or other extra work will be carried out at extra cost to be paid in advance as per the estimate given by the PROMOTERS/BUILDERS

ANNEXURE 'C'

SPECIFICATIONS OF AMENITIES OF THE COMMERCIAL UNIT PREMISES

R.C.C.: - Frame Structure.

Brickwork: - External walls of 6" and Internal Walls 4" thick

Plastering: - External wall surface to be sand faced Double Plaster in Cement Mortar. Internal Wall Surface to be Cement Plaster with Neeru finish/POP finish.

Doors Shutters: - MS Rolling Shutter.

Windows: - Powder coated aluminum-sliding windows with mosquito net and safety grill.

Flooring: - For all rooms Porcelain/Vitrified flooring. For bathroom Ceramic flooring for W.C. white/ Ivory glazed tiles.

W.C. & Bath: - In Bathroom and Toilet Lintel level high of Glazed tile and in W.C. Sill level high dados of white/Ivory glazed tiles.

Sanitary and Plumbing: -
Orissa pan/EWC Cammode with flushing system.
1 Bib cock for bath, WC and Washing Place.
2 Wash hand basin with cock.
1 underground water tank and 1 overhead water tank, which is common to entire building.

Electrification: -
Concealed wiring and fitting of ISI standards
31/2 Points (2Lights+1Fan+1/2 Point) of Electrification.
1 Point in Toilet.

Painting: - Oil bound Washable distemper to internal walls. Cement paint for external walls. Oil paint of decent shade for M.S. rolling Shutter.

Any Additional or other extra work demanded by the allottee will be carried out at extra cost to be paid in advance as per the estimate given by the Promoter.

ANNEXURE 'D' – COMMON EXPENDITURE TO BE PAID BY OCCUPANTS OF BUILDING

The expenses of the maintaining repairing, redecoration etc. of the main structure and in particular the roof, gutter and rain water pipes of the building, water pipes, Sewer pipes, Septic tank, soak pit, Sewer lines; If any and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flat / shop and main entrance, passages, landing and staircase, roof of the building as enjoyed by the purchaser or used by him in common as aforesaid.

The cost of clearing and lighting the passage, landing and staircase, and other parts ,roof of the building as enjoyed by the purchaser or used by him in common as aforesaid.

AMC's cost with respect to LIFT, Pumps, Equipment installed in the project.

The Cost of the decorating the exterior of the building.

The coat of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by Venders / promoter / Apartment Association or Co. Op. Society to manage and look after the building.

The coat of maintenance of the overhead tanks and electric pump. Common electrical expenses for the passage light in the landing, staircase and marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.

Municipal and other taxes, Insurance of the building.

Such others expenses as are necessary or incidental for the maintenance and upkeep of the building.

N. A tax and other govt. taxes.

ANNEXURE 'E' NATURE, EXTENT, DESCRIPTION OF COMMON AREAS AND FACILITIES

A. Common areas and facilities
1. Common Overhead & Underground water tank(s) pump(s), meter(s).
2. Common electric and water meter/s, Septic Tank/s, Service ducts.
3. Common Passages, Staircases, Lift, lift well/s, machine room/s, if provided.
4. Drainage, waterlines and electrical network.
5 Building Roof Terrace of the Building
6. Power back up facility to lift

B. Limited /Restricted areas and Facilities
1 Parking Spaces allotted to specific unit holders.
2 Terraces.
3 Open Spaces.
4 Generally all premises and facilities other than those mentioned in Schedule II.

The Promoter reserves exclusive right to allot these restricted areas/facilities to any of the flat Purchaser/s or retain them for its own benefit

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first hereinabove mentioned.

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED VENDOR / PROMOTER

PYRAMID REALTORSS
Through proprietor,
Mr. Krishna Pralhad Chaudhari _____

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED ALLOTTEE/s

_____

Name of the Allottee

IN THE PRESENCE OF WITNESSES:-

1. _____ 2. _____

RECEIPT

I say received **Rs. _____/- in words Rs. _____ only** towards part payment from and out of the agreed consideration of the premises described in schedule II above vide Cheque No _____ dtd _____ of _____ Bank _____ Branch, for which separate receipt is issued by Vendor/ Promoter.

SIGNED, SEALED & DELIVERED

BY WITHIN NAMES VENDOR / PROMOTER

PYRAMID REALTORSS
Through proprietor,
Mr. Krishna Pralhad Chaudhari _____