SUMEET PRAKASHCHAND MUTHA

20/1, OPPOSITE LALIT KALA BHAVAN, RING ROAD, JALGAON – 425001
CELL – 9422786986,**EMAIL** – antariksh385@gmail.com

Date: 29/04/2024

DRAFT AGREEMENT FOR SALE

THIS DEED OF AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS DAY OF APRIL 2024 AT JALGAON

By and Between

MR. SUMEET PRAKASHCHAND MUTHA
Age: 49 Years, Occupation: Business and Agriculture
R/o: 20/1, Opposite Lalit Kala Bhavan,
Ringroad, Jalgaon.
PAN No. AESPM7999E.
AADHAAR No. 896453731239

(Hereinafter all of them called and referred to as the "Vendors/ Promoters/ Owners" for the sake of brevity and convenience and which expression shall unless repugnant to the context mean and include their heirs, representatives, administrators, assignees, managers, agents, etc.)

AND

1. Mr. _____
Age: ____ Years; Occ: _____;
R/o: _____ Jalgaon.

Sumeet Prakshchand Mutha
Proprietor

Pan No._____

Aadhar No._____

2. Mrs. _____

Age: ____ Years; Occ: _____;

R/o: _____ Jalgaon.

Pan No._____

Aadhar No._____

(Hereinafter called and referred to as the "Vendee/Allotee/Purchaser/s" for the sake of brevity and convenience and which expression shall unless repugnant to the context mean and include its heirs, representatives, administrators, assignees, managers, agents, etc.)

The Promoters and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS the Grantor is the Owner and the Possessor of the property Plot No. 6+7+8+17+18 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon admeasuring 2894.13 Sq. Mtrs. and more particularly described in Schedule-A hereunder [Hereinafter called as the 'said land' for the sake of brevity and convenience]

WHEREAS, the Grantor has purchased Plot No. 6 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon vide Sale Deed Dated 29/12/2020 Bearing No.2550/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 23/03/2021.

WHEREAS, the Grantor has purchased Plot No. 7 situated at Survey No.

Sumeet Prakshchand Mutha

Proprietor

385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon vide Sale Deed Dated 29/12/2020 Bearing No.500/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 20/01/2021.

WHEREAS, the Grantor has purchased Plot No. 8 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon vide Sale Deed Dated 16/02/2021 Bearing No. 1421/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 16/02/2021.

WHEREAS, the Grantor has purchased Plot No.17 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon vide Sale Deed Dated 31/03/2021 Bearing No.4207/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 14/06/2021.

WHEREAS, the Grantor has purchased Plot No.18 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon vide Sale Deed Dated 21/12/2020 Bearing No.2287/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 15/03/2021.

WHEREAS, all the said Plots i.e. Plots No. 6, 7, 8, 17 and 18 are part of legally sanctioned Layout laid on the Land part of Survey No. 385 situated at Mehrun, Jalgaon after the Order of Hon'ble District Collector, Jalgaon, vide Order No. Land/1/S.R./105/2009, dated 23/09/2010. So also, as per the letter of the Commissioner, Jalgaon Municipal Corporation dated 17/03/2011, bearing No.0212 and the Layout sanctioned by him.

Sumeet Prakshchand Mutha

Proprietor

WHEREAS, the Owner has thereafter gotten all the said plots i.e. Plots No. 6, 7, 8, 17 and 18 amalgamated into a single Plot vide Order of the Municipal Corporation dated 21.05.2021 Bearing No. TP/SUB./AMAL/TP/97. The said Amalgamation has also been sanctioned by the Sub-divisional Officer vide Order dated 10/05/2022 bearing No.Jamin/Ekatri/SR/45/2021.

WHEREAS, the Owner/Grantor has thereafter purchased Transferable Development Rights (TDR) of 1040 Sq. m. vide Sale Deed dated 16.06.2021 bearing No.4334/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 16.06.2021. So also the Owner has purchased TDR of 165.7 Sq.m. vide Sale Deed dated 24.11.2023 bearing No.3401/2023 registered in the office of Sub-Registrar No.2 on 24.11.2023. Lastly, the Owner purchased Transferable Development Rights (TDR) of 65 Sq. m. vide Sale Deed dated 18.11.2023 bearing No. 3358/2021 registered in the office of Sub-Registrar No.2 at Jalgaon on 19.11.2023.

WHEREAS, the Owner/Grantor has thereafter have got approved the building construction plans from the Jalgaon Municipal Corporation and has obtained the construction permission from Municipal Corporation of Jalgaon vide commencement certificate No. T.P/B.P/074 dated 24.11.2023.

AND WHEREAS the Grantor has registered the said project with the Real Estate Regulatory Authority and it has been given Registration No.- _____ on _____.

AND WHEREAS the Grantor has according to the said Building

Sumeet Prakshchand Mutha
Proprietor

Permission started to construct on the said land. The project being constructed on the said land shall be a project with 2 Buildings i.e. a Bungalow as well as one other Building known as the Residential Building (hereinafter known as said Building), the entire project shall consists of 26 units including the Bungalow and the project is named as “Antariksh”, and all units are capable of individual utilization on account of having their own exit to a common area/ restricted common area and facility of the Building/Project.

AND WHEREAS the Grantor is constructing a Commercial Cum Residential Bungalow as well as Residential Building on the said plot, the Residential building is divided into Nineteen Floors having Residential units from First to Seventeenth Floor and out of which Basement and Ground Floor will be used for parking only. The Bungalow shall consists of three Floors i.e. Basement Floor, Ground Floor and First Floor. The “Antariksh” shall consists of 26 units i.e. it consists of One Bungalow unit in the Separate Building which at present has Residential permission but may be converted into Residential cum commercial or Commercial Unit and The Residential Building consisting of 25 residential unit from First to Seventeenth Floor the specific locations of which are shown in the sanctioned layout attached herewith.

AND WHEREAS, the buildings is to be constructed on the said land is submitted to the provision of Maharashtra Apartment Ownership Act, 1970 by executing the Deed of Declaration Under Maharashtra Apartment Ownership Act, 1970 vide daybook No._____ dated _____ in the Office of Sub-Registrar No.___ at Jalgaon.

AND WHEREAS the Grantor entitled and enjoined upon to construct

Sumeet Prakshchand Mutha
Proprietor

building on the project plot in accordance with the recitals herein above;

AND WHEREAS the Owner/Promoter has floated the ownership apartment project and decided to carry out construction/development of property Plot No. 6+7+8+17+18 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon admeasuring 2894.13 Sq. Mtrs. and is constructing a Bunglow and one Residential Building which is the subject matter of this agreement which include one Bungalow unit and 25 residential apartments situated on First floor to Seventeenth floor of the Residential building, vehicle parking situated on Basement and Ground floor and accordingly has started the construction/development of the buildings on the said land and the said project shall be known as "Antariksh**"** hereinafter referred as "Said Project", or thereabouts more particularly described in **Schedule-I.**

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

AND WHEREAS the Allottee has offered to purchase an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the said Residential Building being constructed in the said project, by the Owner/Promoter.

Sumeet Prakshchand Mutha
Proprietor

AND WHEREAS The Allottee/s herein has demanded from the Owner/Promoter and the Owner/Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project land described in the **Schedule-I** hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other document as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ”The Said Act”) and rules and regulations made thereunder. After the Allottee/s enquiry, the Owner/Promoter herein has requested to the Allottee/s, to carry out independent search by appointing his/her/their own attorney/advocate(which he/she/they have carried out and they herby confirm the same) and to ask queries, he/she/they have regarding the marketable title and rights and authorities of the Owner/Promoter. The Allottee/s has/have/satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Owner/Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said plot be on the Owner/Promoter up and until the conveyance of the said apartment.

AND WHEREAS the authenticated copies of the plans of the said building/s as proposed by the Owner/Promoter and acceding to which the construction of the building proposed be provided have been annexed hereto.

AND WHEREAS the clear block plan showing the floor plan which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in the said building, which is clearly demarcated and marked and which for the purposes of this agreement is the said unit in the said building in which the the allottee intends to purchase and the allottee shall have the right to claim the same for is annexed herewith.

Sumeet Prakshchand Mutha
Proprietor

AND WHEREAS the specifications/common area/ restricted common areas/Restricted Common area/ restricted common areas of the Apartment agreed to be purchased by the Allottee, have been annexed and marked as **Schedule III**.

AND WHEREAS the Owner/Promoter has obtained some of the sanctions/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, condition, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the project plot and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the allottee has agreed to purchase the said unit

Sumeet Prakshchand Mutha
Proprietor

based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly henceforth.

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

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the Owner/Promoter and which overrides all previous agreements and assurances like brochures, etc. whether written or oral and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the allottee has been shown the conditions of contracts with the contractors/manufacturers and workmanship and quality stands of products/fittings and fixtures as agreed between Owner/Promoter and the contractors/manufacturers and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the Owner/Promoter to that extent.

AND WHEREAS the Allottee has applied for apartment No. ____ having carpet area of _____ square meters in said building and pro-rata share in the common area/ restricted common areas/ restricted Common

Sumeet Prakshchand Mutha
Proprietor

area/ restricted common areas (“Common area/ restricted common areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment” and more particularly described in **Schedule II** and the floor plan of the apartment annexed hereto.)

AND WHEREAS relying upon the aforesaid application, the Owner/Promoter has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said Apartment is ____ square meters and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls & column structure (if any) of the apartment.

AND WHEREAS, the Allottee/s has paid to the Owner/Promoter a sum of Rs. _____(Rupees _____) only, being part payment of the sale price of the Apartment agreed to be sold by the Owner/Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Allottee/has agreed to pay the remaining price of the Apartment as prescribed in the payment plan within the time and the manner specified therein.

Sumeet Prakshchand Mutha
Proprietor

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 the Owner/Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favor of the Allottee/s, being in fact these presents and also to register said Agreement for sale 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 presents.

Notwithstanding anything stated in any other document/allotment letter/ brochure, Newspaper advertisements, Publicity material, written or verbal given or communicated with the allotee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only condition valid and basis for which the said apartment is agreed to be sold to the allottee.

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under

Sumeet Prakshchand Mutha
Proprietor

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 are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the allottee has not given and shall not give at any point of time any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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

1.The Vendor shall construct the said project Consisting of One Bunglow Unit and the Said Building consisting of ground and Basement floor for parking, and 17 upper floors on the said 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 Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

Sumeet Prakshchand Mutha
Proprietor

1.(a)(i) The Allottee hereby agrees to purchase from the Owner/Promoter and the Owner/Promoter hereby agrees to sell to the Allottee Apartment No. …….. in the Residential Building of carpet area admeasuring…….sq. meters on……floor in the Residential Building of "Antariksh" and more particularly described in **Schedule-II** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed, for the consideration of Rs. …….. including the proportionate price of the common area/ restricted common areas to the premises, the nature, extent and description of the common area/ restricted common areas are more particularly described in the **Schedule III** annexed herewith.

(ii) The Allottee hereby agrees to take from the Promoter and the Promoter hereby agrees to allot to the Allottee garage bearing Nos ____ situated at _____ floor in the Residential Building of "Antariksh" the consideration of Rs. _____/-. (if any)

(iii) The Allottee hereby agrees to take from the Promoter and the Promoter hereby agrees to allot to the Allottee covered parking spaces bearing Nos ____situated at _____ situated at _____ floor in the Residential Building of "Antariksh" the consideration of Rs. _____/-. (if any)

1.(b) The total aggregate consideration amount for the apartment including garages/covered arking spaces is thus Rs._____/-

1 (C) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay tothat Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

Sumeet Prakshchand Mutha
Proprietor

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) tobe paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing inwhich the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) tobe paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in whichthe said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the

Sumeet Prakshchand Mutha

Proprietor

said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

That the allottee agrees and understands that the time of payment of remaining amount of consideration is treated as an essential term of this contract.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Owner/Promoter up to the date of handing over the possession of the Apartment.

The Allottee/s herein is well aware that, the Central Government of India has imposed GST on cost and which 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 and as per the aforesaid act responsibility to collect and 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 herein shall bear and pay the aforesaid tax amount of payment of consideration.

If at any time, after execution of this agreement, any tax imposed/increased under respective statute by the central and/or 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

Sumeet Prakshchand Mutha
Proprietor

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 or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1(e) Subject to clause 1(j), 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 Owner/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 Owner/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee. The Owner/Promoter may charge the allottee separately for any upgradation/changes specifically requested by the allottee and approved by promoter in fittings, fixtures and specifications and any other facility which have been done on the allottees request and approval but which have not been agreed upon herein or as shown in the website of the registered authority.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ interest rate deemed fit by him for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once

Sumeet Prakshchand Mutha
Proprietor

granted to an Allottee by the Promoter. However the Promoter shall not be compelled to give rebate at same rate or for same period at the time of next installment.

1(g)The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and Occupancy Certificate is received, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area 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 additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

1(h) 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.

1(i) The Owner/Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above to the Allottee and the Allottee shall make payment of such due amount to the Owner/Promoter within Eight days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid

Sumeet Prakshchand Mutha
Proprietor

amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

1(j)In this agreement certain obligations have been specifically put on the allottee despite the same being the duty of the Promoter on special request of the allottee who has undertaken the same and thereby negotiated and gotten reduced the price of the said apartment and thus in case any charges/taxes/cess/ outgoings, etc. are required to be paid by the promoter by law or otherwise, which the promoter has not taken undertaken to pay as per the present agreement , then notwithstanding anything contained anywhere in this agreement the allottee agrees that the amount of consideration may be increased by the Promoter to the extent of amount required to be paid by the Promoter, which the allottee shall pay within a period of 15 days of demand.

2.1 The Owner/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 Government including Environment department at the time of sanctioning the plans or any time thereafter or at any time after granting Completion Certificate or anytime thereafter. The Owner/Promoter shall obtain from the concerned planning/local authority/development controlling authority occupation and/ or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the allotee shall not be entitled to claim possession of the said apartment until the allottee has paid all dues payable under this agreement in respect of the said apartment to the Owner/Promoter and has paid the necessary facility management amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Owner/Promoter.

Sumeet Prakshchand Mutha
Proprietor

2.2 Time is essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Apartment and proportionate share in the common area/ restricted common areas to the Allottee . Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as under:

A. The area of said land is 2894.13 Sq.m.
B. The basic available FSI 3183.54 Sq.m.
C. The Premium FSI available is 1447.06 Sq.m.
D. The TDR permissible is 1746 Sq. m.
E. The Total area Available is 6376.60 Sq.m.
F. The Ancillary area Available is 3825.96 Sq.m.
G. The Total Permissible P-line area is 10,201.96 Sq.m.

As such the available FSI on the said land is 10,201.96 Sq.m. (which is subject to increase) and Owner/Promoter has utilized the FSI as on date in the said building/s for completing buildings is 10201.37 Sq.m and Owner/Promoter can use the balance FSI of 0.59 Sq.m. as well as additional FSI he might receive on aforesaid project a for construction as per their wish 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. Notwithstanding anything contained anywhere, in future if any additional TDR, FAR, FSI, or premium paid area is granted by the Jalgaon municipal

Sumeet Prakshchand Mutha
Proprietor

Corporation and/or any other body or any TDR, FSI, FAR, etc. is granted by any authority to anyone or is in any manner available to the said land and/or building or to the Promoter then the available area for additional construction may be used on the present structure and/or upon any other place of the said land by the Vendor or the Vendor can transfer the said as TDR to another building/apartment or the Vendor can sell the said TDR. The Promoter has disclosed his intention to use additional FSI as and when available as proposed to be utilized by him on the project land in the said Project or else where and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, except for the circumstances beyond his control, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable bythe Allottee to the Promoter under the terms of this Agreement from the date the saidamount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee

Sumeet Prakshchand Mutha
Proprietor

committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages of 25% of total consideration or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

Provided Further that 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.

5. The specifications and/or Amenities and/or common area/ restricted common areas of the apartment to be provided by the Owner/Promoter in the said project and the said apartment are those that are set out in Schedule III hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization

Sumeet Prakshchand Mutha
Proprietor

permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed.

6. Subject to receipt of full consideration/total price and dues of the Owner/Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents. The Owner/Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on _____.

Provided that the Promoter shall be entitled to reasonable extension of time for givingdelivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Owner/Promoter, upon completing the said apartment and upon obtaining the occupancy certificate from the competent authority shall intimate to the Allottee/s that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects along with technical/ Civil engineer/ Architect appointed by allottee and after confirmation 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 Owner/Promoter as per terms and conditions of this agreement and take the possession of the said apartment. The Allottee agree(s) to pay the Facility Management charges as determined by the Owner/Promoter /association of allottee/s, as the case may be. The Promoter shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from

Sumeet Prakshchand Mutha
Proprietor

the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee.The Promoter on its behalf shall offer the possession to the Allottee as soon as maybe after receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of intimation from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, Sale Deed 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 7.1 such Allottee shall continue to be liable to pay Facility management charges/ other outgoings as applicable and the Owner/Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Sumeet Prakshchand Mutha
Proprietor

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert technical/ Civil engineer/ Architect who shall be a jointly nominated surveyor who shall jointly survey along with the representative of the promoter and assess the same and shall then submit a joint report to state the defects in the structure built of the unit/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Provided however, that the allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of the Building and in specific the structure of the said unit/ 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 shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, kitchen or any other places which may result in seepage of the water. If any of such works are carried out the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful negligence on the part of the Owner/Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, tenants, licensees, lessee, or any person using apartment for or with the permission or on behalf of the allottee/s vagaries of nature etc.

That it shall be the responsibility of the allottee 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, paint damage caused by capillary action on wall etc.

That further it has been agreed by the allottee that any change or/and any act against the standard usage policy guideline done within the unit sold or in the building by him/them or by any third person on and behalf of the allottee which causes damage to the unit or the adjacent neighbors then the allottee

Sumeet Prakshchand Mutha

Proprietor

expressly absolves the Promoter from the liability and specifically consents that on such act done, allotee shall waive his right to enforce the defect liability on and towards the Owner/Promoter. Allotee on his own cost and expenses shall clear such defects caused due to any change or/and any act against the standard usage policy guideline & the defect liability for the affected neighbor/common area/ restricted common area will lies on him/her/them.

Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period or such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts are not done/renewed by the allottee/s or association of allottee'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 flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls including 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

Sumeet Prakshchand Mutha
Proprietor

9. The allottee along with other allottee(s) of Apartments in the building hereby by give/s consent to the formation of the association known as "Antariksh Facility Management Association". An association of allottees namely "Antariksh Facility Management Association" has been formed by executing a Deed of Declaration under Maharashtra Apartment Ownership Act, 1970 as referred to above . It is expressly agreed that the Terms and conditions of the said Deed of Declaration, including the Bye Laws of the association of the allottee/s shall be binding on the allottee and persons claiming through them 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/or registration of the association and for becoming a member, including separate declarations under Maharashtra Apartment Ownership Act, 1970 which includes bye-laws of the association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the allottee, so as to enable the Promoter to register the common organization of allottee (If required by the Promoter). No objection shall be taken by the Allottee if any changes or modifications are made in the bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Association of Allotees/Society shall be formed i.e. first meeting shall be held within a period of three months of the Majority (51%) of the allotees having booked their Apartment/ unit.

9.1 The Promoter shall, within three months of receiving Occupancy Certificate and on 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/Lessor/Original

Sumeet Prakshchand Mutha
Proprietor

Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of receiving Occupancy Certificate and on registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

That if the Promoter has already conveyed the proportionate undivided share in land and Building/Wing to one or more of the Allotee/s by virtue of Sale Deed, it shall be sufficient compliance of clause 9 and if the Allotee/s then wish they can transfer the same to the association.

9.3 That from the date of this agreement, The date of Part Completion/Completion/ or the date of Possession, whichever is earlier the Allottee 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/electricity charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Facility management of the project plot and building/s until the facility management Association becomes functional, the Allottee shall pay to the Promoter and thereafter to the Association, such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the society/association provisional lump sum sinking contribution of Rs.

Sumeet Prakshchand Mutha
Proprietor

_____/- towards the outgoings. The amounts so paid by the allottee to the Promoter shall not carry any interest and remain in the separate account. On the association becoming functional by electing its office bearers i.e. The president, Secretary etc. the aforesaid deposits shall be handed over to the Association.

10. The Allottee shall on or before delivery of possession of the said apartment keep deposited with the Association/Promoter, the following amounts:-

(i) Rs.601/- for share money, application entrance fee of the Association.

(ii) Rs. _____/- as lump sum deposit as sinking fund for facility management of the building. (The association/ owner/promoter may demand additional monthly contribution for facility management of the common area/ restricted common areas and facilities, their rates, taxes, etc. or any other reason. Please Note the Owner/ promoter shall never be responsible for payment of any such deposit/charges etc. for unsold units.)

(iii) Rs._____/- towards Water connection charges.

(iv) Rs._____/- towards Gas Bank connection charges.

(v) Rs._____/- for deposits of electrical receiving and Sub Station provided in project.

11. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of

Sumeet Prakshchand Mutha
Proprietor

the Attorney-at- Law/Advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER: -

The Owner/Promoter hereby represents and warrants to the Allottee as follows:

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

ii. The Owner/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;

Sumeet Prakshchand Mutha
Proprietor

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

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

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

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting . Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project plot and said building/wing shall be obtained by the Owner/Promoter, and the Owner/promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project plot, Building/wing and common area/ restricted common areas;

vii. The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing willingly or intentionally whereby the right, title and interest of the allottee created herein, may prejudicially be affected;

Sumeet Prakshchand Mutha

Proprietor

viii. The Owner/Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the project plot, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

ix. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

x. The Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common area/ restricted common areas of the Structure to the Association of the Allottees;

xi. The Owner/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 till obtaining occupancy certificate or till date of possession or till the date of this agreement, whichever is earlier;

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 or served upon the Owner/Promoter in respect of the project plot and/or the Project except those disclosed in the title report.

Sumeet Prakshchand Mutha
Proprietor

14. 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 Owner/Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date, the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of association and promoter or with the prior permission of the local authorities, if required. The specific location is given for fixing of AC outdoor unit & the purchaser has to fix the AC outdoor unit at the given location only. Core cutting in RCC part is strictly prohibited.

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

Sumeet Prakshchand Mutha

Proprietor

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment and common area/ restricted common areas in the same condition, state and order in which it was delivered by the Owner/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 and common area/ restricted common area which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the 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 Owner/Promoter and the association and other public local authority.

Sumeet Prakshchand Mutha
Proprietor

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project plot 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.

'vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project plot and the building in which the Apartment is situated.

vii) Pay to the Owner/Promoter within 15 (Fifteen) days of demand by the Owner/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.

viii) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

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

x) The Allottee shall observe and perform all the rules and regulations which the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and facility management of the said building and the Apartments and common area/ restricted common areas therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time

Sumeet Prakshchand Mutha
Proprietor

being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the association 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.

xi) Till all or every unit is sold, the Allottee shall permit the Owner/Promoter and their surveyors and agents , with or without workmen and others, at all times, to enter into and upon the said building/s and project or any part thereof to carry on any work thereon and view and examine the state and condition thereof.

xii) That the allottee shall indemnify and keep indemnifying the Owner/Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.

xiii) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be paid by the allottee.

xiv) That nothing herein contained shall be construed as entitling the allottee any right on any of the adjoining, neighboring or the remaining buildings/ common area/ restricted common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the Owner/Promoter in this regards.

xv) That the parking spaces shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of

Sumeet Prakshchand Mutha
Proprietor

not more than 2.5 tones and not more than 2.1-meter height. That the alotee has been clearly made aware about this and the same has been agreed by the allottee to follow.

xvi) That the drive ways should be used for only specified purpose and the allottee or the visitor of the allottee shall not park their vehicles on drive ways.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the conveyance of the last Apartment along with undivided share in all common areas and facilities.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment (Except the Project loan if already taken) 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

Sumeet Prakshchand Mutha
Proprietor

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. 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, applies and appears for registration of the same before the concerned Sub- Registrar. 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 apply and appear before the Sub-Registrar for its registration, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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.

19. 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, brochures, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

20. RIGHT TO AMEND: -

Sumeet Prakshchand Mutha
Proprietor

This agreement may only be amended through written consent of the Parties.

21.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 plot acquisition undertaken by a government agency including any compensation/ benefit given to the Owner/Promoter in turn for which no conveyance has occurred to the alottee/s expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the Owner/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 Owner/Promoter to the allottee for which consideration has been dispensed.

22. 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

Sumeet Prakshchand Mutha
Proprietor

and enforceable as applicable at the time of execution of this Agreement. In case of amendment the allotee or the associations of allottees hereby agree to co-operate the promotor in good faith.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED 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 in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the Building.

24. 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.

25. 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 Jalgaon and 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 Jalgaon .

Sumeet Prakshchand Mutha

Proprietor

26. The Alottee 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 Owner/Promoter will attend such office and admit execution thereof, on receiving the written intimation from the Allotee.

27. That all notices to be served on the Allottee and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered Post at their respective addresses specified below: _____Name of Allottee _____ (Allottee Address) Owner/Promoter: Mr. Sumeet Mutha, Opp. Lalit Kala Bhavan, Ring Road, Jalgaon. It shall be the duty of the Allottee and the Owner/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 Owner/Promoter or the Allottee, as the case may be.

28. JOINT ALLOTEES

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 Owner/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.

29. 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

Sumeet Prakshchand Mutha
Proprietor

agreements or any final conveyance deed which is to be executed by the Owner/Promoter in favour of Allottee/s.

30. 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 sole arbitrator or referred to the Authroity as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations thereunder.

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 applicable in Jalgaon, the state of Maharashtra and of India for the time being in force.

32. NAME OF THE PROJECT: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein has decided to have the name of the Project “ANTARIKSH” and further erect or affix Owner/Promoter’s name board at suitable places as decided by the Owner/Promoter herein on a building and at the entrances of the scheme. The Allottees in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Owner/Promoter 's name board in any circumstances. This condition is essential condition of this Agreement.

Sumeet Prakshchand Mutha
Proprietor

33. WAIVER NOT A LIMITATION TO ENFORCE

A. The Owner/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, such waiver shall be in writting. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees or same allotee in case of 2nd default.

B. Failure on the part of the Owner/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.

LIST OF SCHEDULES

SCHEDULE I

All That Piece and Parcel of Plot No. 6+7+8+17+18 situated at Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon admeasuring 2894.13 Sq. Mtrs. and bounded as under:

On or Towards East:	Plot no.16 and 19 and 9 m road
On or Towards South:	Survey No.386

Sumeet Prakshchand Mutha
Proprietor

On or Towards West: 9 m. wide Road

On or Towards North: Plot No. 9 to 15

Schedule II

All that piece and parcel of property Apartment No. …….. in the Residential Building of carpet area admeasuring…….sq. meters on……floor in the project known as **'Antariksh'** forming part of Said Land (more specifically mentioned in the aforesaid Schedule "I") and having and which is bounded by: -

East	: -	---------
West	: -	---------
South	: -	---------
North	: -	---------

SCHEDULE-III

COMMON AREA/ RESTRICTED COMMON AREAS & FACILITIES

Common area/ restricted common areas and facilities of "Antariksh" will be as under:

The General Common areas and facilities of "Antariksh" will be as under:

1] Common Compound Wall Between the Bungalow and Residential Building i.e. Compund wall Towards Southern Side of the Bungalow Building and Northern Side of the Residential Building.

The Restricted Common areas and facilities of "Antariksh" will be as under:

For Owners of Residential Building:

Sumeet Prakshchand Mutha

Proprietor

1] The Land i.e. area around the Residential Building Admeasuring 1614.93 Sq. m. which is enclosed in a compound wall and is part of plot No. 6+7+8+17+18 Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon and which lies towards the Southern Side of the Said Plot and is bounded as:

East	: - Plot No. 19 and 9m Road
West	: - 9 m Road
South	: - Survey No.386
North	: - Remaining Portion of the Said Plot i.e. Bungalow Compound Area

2] Compound Wall of the land in clause [1] except the Southern Side wall, i.e. Compund wall on its North, East and west Side.

3] RCC Structure of the Residential Building.

4] Bore-well Overhead water tank and electric motor installed thereon with pump in Residential Building .

5] All horizontal & vertical water & drainage lines connected in the Residential Building.

6] Electronic security system (if any) of the Residential Building.

7] Staircases, Lobby, passages and elevators/ lifts along with Power Back up equipments and Railings on each floor of the said Residential Building.

8] Plumbing network throughout the common areas of the Residential building.

9] Electric wiring network throughout the common areas of the Residential building

Sumeet Prakshchand Mutha

Proprietor

with ducts.

10] Common electric meter for common utility and meter panels in the Residential Building.

11] Common covered/uncovered parking along with driveways and ramps in the Residential Building.

12] All common lights within the common areas of the Residential building if any.

13] Fire fighting equipments and ducts in Residential building (if any).

14] Solar Panels in Residential building and common areas (if any).

15] Nameplates of Units in Residential building (if any).

16] Terrace of the Residential Building for Use Only.
17] Security Cabin of the Residential building (if any).

18] Artifacts, Antiques, Statues, equipments, installed in common areas in Residential Building (if any).

19] Common Gymnasium, Swimming Pool, Club House, Etc. (if any) in the Residential Building.

Please Note: The Covered/Basement Parking area owned by grantor or allotted to a unit owner shall be used by him/them or their servants, relatives, guests, etc. exclusively and remaining unit purchasers shall not use the same.

For Owner of Bungalow:

Sumeet Prakshchand Mutha
Proprietor

1] The Land i.e. area around the Bungalow Building Admeasuring 1279.2 Sq. m. which is enclosed in a compound wall and is part of plot No. 6+7+8+17+18 Survey No. 385, Mehrun area, within the limit of Jalgaon Municipal Corporation, Tq. & Dist. Jalgaon and which lies towards the Southern Side of the Said Plot and is bounded as:

East	: - Plot No. 16
West	: - 9 m Road
South	: - Remaining Portion of the Said Plot i.e. Residential Building Compound Area
North	: - Plot No.9 to 15

2] Compound Wall of the land in clause [1] except the Northern Side wall, i.e. Compund wall on its South, East and west Side.

3] RCC Structure of the Bungalow Building along with the Terrace shall be Owned exclusively by the Unit Holder.

IN WITNESS WHEREOF THIS AGREEMENT TO SALE IS EXECUTED ON THE DAY AND DATE ABOVEMENTIONED AT JALGAON.

OWNERS:

Mr. Sumeet Prakashchand Mutha **…….**

Sumeet Prakshchand Mutha
Proprietor

PURCHASER/ALLOTTEE

…….

Witness

1.----------

2.----------

Sumeet Prakshchand Mutha

Proprietor