CARPET AREA UNDER MOFA : ____ SQ. MT.
CARPET AREA UNDER RERA : _____ SQ. MT.

VALUATION (AS PER VALUATION CHART NO. ___):
(AREA CALCULATED AS PER MOFA, BEING HIGHER)

SAY RS. _____

AGREEMENT VALUE Rs. _____

STAMP DUTY AFFIXED Rs. _____

AGREEMENT FOR SALE OF IMMOVABLE PROPERTY
(FLAT NO. ____ UNITED SANSKRUTI)

THIS AGREEMENT FOR SALE is made at Nashik this day of _____, 2017;

M/S. UNITED BUILDERS, a partnership firm registered under the Indian Partnership Act, having its office at _____, through it's partner **Mr. _____,** age 22 years, occupation Business; Hereinafter referred to as "**DEVELOPER**" or **"PROMOTER"** (Which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include the firm, it's partners, their heirs and assigns) **PARTY OF THE FIRST PART.**

AND

MR. TARUN GOPAL JAGTAP (PAN: AHUPJ0929J), Age 50 years, Occupation Business, through his constituted attorney Mr. Gopal Trimbak Jagtap, age 67 years, both residing in India at Trimbakdham Heights, Manekshaw Nagar, Opp. Tilak Gardens, Dwarka, Nashik; Hereinafter referred to as "**OWNER**" or "**CONFIRMING PARTY**" (Which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include the firm, it's partners, their heirs and assigns) **PARTY OF THE SECOND PART.**

AND

MR. _____,
Indian inhabitant, Age __years, Occupation: Service
MRS. _____
Indian inhabitant, Age 42years, Occupation: Service
Both residing at _____
Hereinafter referred to as "**PURCHASER**" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include his/her/their legal heirs, administrators, representatives and assigns) **PARTY OF THE THIRD PART.**

WHEREAS the Owner has purchased the entire property described in Schedule-I from Mr. Nikhil Sanjay Bhatambarekar (being plot nos. 3 & 4) and from Mrs. Vrushali Vijay Bharambarekar (being plot nos. 5 & 6) as described hereunder (hereinafter for the sake of brevity referred to as "**the said property"**). The Owner has purchased Plot Nos. 3 & 4 admeasuring 2469.85 sq. mt. out of the total property described in Schedule-I from Mr.

Nikhil Sanjay Bhatambarekar under the sale deed dated 06.07.2012; which is duly registered in the office of Sub-Registrar, Nashik-1 at Sr. No. 6223 on 06.07.2012. The Owner has purchased Plot Nos. 5 & 6 admeasuring 2523.75 sq. mt. out of the total property described in Schedule-I from Mrs. Vrushali Vijay Bhatambarekar under the sale deed dated 12.09.2012; which is duly registered in the office of Sub-Registrar, Nashik-1 at Sr. No. 8457 on 12.09.2012. The name of the Owner is thus duly mutated in the 7/12 extract vide mutation entry nos. 83374 and 86231 respectively.

AND WHEREAS the said property is included in the residential zone of Nashik Municipal Corporation and the said property is part of approved layout of S. No. 277/3/1+2 of village Nashik, Tal. & Dist. Nashik. The final layout of the said property is approved by NMC vide no. NagarRachna Vibhag/ Final/C-1/92 dated 06.02.2012.

AND WHEREAS the said property is duly converted to and permitted to be used for Non Agriculture purpose vide order no. Maha/Kaksh-3/4/N.A.P.No./26/2010 dated 18.07.2011 issued by the Collector, Nashik.

AND WHEREAS the by virtue of being the owner of the said property, the Owner has the right to develop the said property in any manner the Owner deemed fit.

AND WHEREAS by virtue of being the owner of the said property, the Owner has the right to develop the said property in any manner the Owner deemed fit. Accordingly, the Owner has entered into a Joint Venture agreement for development of the said property with the Promoter on 14.09.2012. The Joint Venture agreement for development of the said property (hereinafter referred to as "the said agreement") is duly stamped and registered in the office of the Sub Registrar, Nashik-5 at Sr. No. 7999 on 14.09.2012. The rights of the Promoter are duly mutated in the other column rights of the 7/12 extract vide mutation entry no. 86321 on 17.09.2012.

AND WHEREAS by virtue of the said agreement, the Promoter has the right and authority to develop, construct and allot to the prospective Purchasers the units in the said building/s to be constructed by the Promoter on the said property and to enter into Agreement/s with the Purchaser/s of the shops/ offices/ flats/ units/ other tenements and to sell, lease, mortgage, allocate or otherwise alienate in whatsoever manner the same and the garages, parking space rights (whether covered or open), terraces or any other areas in the proposed scheme, to any persons of the Promoter's choice and to enforce the rights or fulfill obligations thereunder and to receive the sale price of land and construction in respect thereof for self and on behalf of the Owner.

AND WHEREAS the Promoter referred to herein shall have the same meaning as assigned to a "Promoter" under the Real Estate (Regulation & Development) Act 2016.

AND WHEREAS the Promoter, through Ar. Satyajeet Patwardhan of M/s Amoeba Designs, Pune, has got approved from The Executive Engineer (Town Planning), Nashik Municipal Corporation, Nashik, the plans, sections, specifications and details of the said building/s (hereinafter referred to as "the said plans") in the said property vide Building Permit or Commencement Certificate No. LND/BP/Panch/C-1/469/2707 on 26.09.2013; a copy of which is marked **Annexure "E"** and attached to this agreement.

AND WHEREAS consequent to the approval of building plan in the amalgamated plots comprising the properties described in Schedule I and II, the 7/12 extracts of the said plots have been amalgamated vide mutation entry no. 91108 and the total said property now bears Plot No. 3+4+5+6 out of S. No. 277/3/1+2 of village Nashik.

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

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects, and the Promoter has also appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the Completion of the building/s.

AND WHEREAS the Promoter has, with the consent of the Owner, commenced construction of the project tentatively titled "**UNITED SANSKRUTI**" consisting of various commercial/residential units on the said plot pursuant to the plans duly sanctioned by the concerned local authority; and has notified the NMC of the same.

AND WHEREAS the Promoter proposes to construct on the said project property 3 or more buildings comprising two phases as detailed below:

i) PHASE-I : comprising as under:
   (a) Building No. 3 comprising P+& floors containing 55 residential units.
   (b) Building No. 2 comprising P+& floors containing 56 residential units alongwith two detached structures comprising one dormitory unit and one clubhouse as sanctioned. The Promoter shall also construct a temple attached to the clubhouse and incorporate the same in the completion plan.
   (c) Clubhouse, temple and demarcated garden space and play area which shall be common to all the occupants of all phases; AND

ii) PHASE-II: comprising of Building No. 1 as sanctioned but subject to revision as may be permitted by the authorities and as declared under the provisions of RERA upon registration of Phase-I. The Promoter may also decide to carry out the remaining work of Phase-II in multiple phases and construct multiple buildings at the discretion of the Promoter provided the mandatory margin required between buildings as provided by law is maintained by the Promoter.

AND WHEREAS the Promoter has accordingly completed the plinth of the buildings and obtained the plinth completion certificate bearing no. LND/WS/C1/PC/13/2015 dated 27.05.2015 from the Nashik Municipal Corporation certifying that the plinth is in accordance with the sanctioned plans and the Promoter may continue with the building construction; a copy of which is marked **Annexure "G"** and attached to this agreement.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection of and furnished to the unit Purchaser all the documents of title relating to the said project land, the conveyance in favour of the owner, the joint venture development agreement, power of attorney, the layout plans, designs and specifications prepared by the Promoter's Architects Ms Renuka Sheth and of such other documents as are specified under the Real estate (Regulation & Development) Act 2016 (hereinafter referred to as the "said RERA Act") and the rules made thereunder; and the Purchaser has also acquainted himself as regards the existing FSI being utilised / consumed and the right of the Promoter to utilise and consume the balance and/or additional FSI as well. **The Purchaser hereby expressly declares that he/she has inspected the original plans as sanctioned by the local authority.**

AND WHEREAS the following documents are marked as annexures and attached to this agreement:

Annexure 'A': The copy of Certificate of Title issued by Advocate of the Promoter;

Annexure 'B': Extract of CTS showing the nature of the title of the Owner to the said land on which the premises are to be constructed;

Annexure 'C-1': Copy of the layout approved by concerned local authority

Annexure 'C-2': Copy of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces on the said project property are proposed to be provided/constructed.

Annexure 'C-3': Copy of plans approved by EE, Town Planning, Nashik Municipal Corporation in respect of the wing/building and the premises agreed to be purchased by the Purchaser;

Annexure 'D': Copy of the floor plan of the premises as envisaged to be constructed alongwith demarcation of the Purchaser's unit.

Annexure 'E': Copy of commencement certificate issued by EE, Town Planning, Nashik Municipal Corporation.

Annexure 'F': Copy of N.A. order issued by The Collector, Nashik.

Annexure 'G': Copy of plinth completion certificate issued by EE, Town Planning, Nashik Municipal Corporation.

Annexure 'H': Copy of registration certificate of the project with Maharashtra RERA

AND WHEREAS the Promoter proposes to sell / allot the units and the open space/ terrace/ garage/ covered parking appurtenant or adjoining to certain units or located in the parking areas in the said building/s on ownership basis; and also allot **without consideration** rights of use pertaining to common space only for purpose of convenience between the various purchasers; and is/will be entering into separate agreements for sale/allotment of other premises with various Purchasers/allottees or similar terms and conditions subject to such modification as may be desirable by the Promoter with a view that ultimately all such Purchasers/ allottees together shall form and incorporate a cooperative housing society or any other body as the Promoter may decide (hereinafter referred to as **"the society"**).

AND WHEREAS after the Purchaser's inquiry, the Promoter requested the Purchaser to carry out independent search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title of the said property. **The Purchaser declares that he/she is satisfied about the marketable title to the said property. The Purchaser also declares that he/she had taken a draft copy of this agreement and shown it to his/her legal advocate Mr./Ms. _____ (Cell No. _____), who has explained the contents of this agreement in the Purchaser's language of understanding; and having done so, the Purchaser has agreed to execute the same.**

AND WHEREAS the Purchaser is aware of the fact that the Promoter with the consent of the Owner, has entered into or will enter into similar and/or separate Agreement/s with several other person/s and party/ies in respect of other units /tenements in the building/s on the said property.

AND WHEREAS relying on the Purchaser's representation and assurance of intent and availability of funds to finance the acquisition, the Promoter herein, with the consent of the Owner, has agreed to sell and the Purchaser herein has agreed to purchase a commercial/residential unit more particularly described in Schedule IV hereunder and as delineated in red colour boundary line on the floor plan annexed hereto as Annexure-"D" (hereinafter referred to as "the said unit") at or for the total consideration as mentioned in clause 1(A)(f) below which includes the proportionate price of the common areas and facilities appurtenant to the premises as well as the limited common areas and facilities, which are more particularly described in Schedule-II hereunder written, but exclusive of all other charges mentioned herein and also all levies/taxes including GST, Stamp Duty, Service Tax, VAT, LBT, LBC etc. that are applicable or may be made applicable.

AND WHEREAS relying upon the said request, the Promoter agreed to sell to the Purchaser the said unit for the price and on the terms and conditions hereinafter appearing; and these terms are accepted by the Owner as per the terms of the said agreement; and in acknowledgement of the same, the Owner has consented to this document and executed the same in their capacity as Owner.

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter an advance sum as mentioned in clause 1(C) below, being part payment of the sale price of the said unit agreed to be sold by the Promoter to the Purchaser as application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing in Clause 1(C).

AND WHEREAS the Purchaser is offered an apartment bearing number _____ (being residential / commercial unit) on the____ floor, (herein after referred to as the "said unit/apartment") of the building called United Sanskruti (herein after referred to as the said "Building") being constructed in the first phase (Phase I) of the said project by the Promoter

AND WHEREAS the carpet area of the said unit is as mentioned in Schedule IV and "carpet area" as previously defined (before RERA) means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the unit. The Carpet area of the said unit under the provisions of RERA, as updated from time to time under the said act, is also explicitly mentioned. The "carpet area" as defined under the provisions of RERA means the net usable floor area of an apartment, excluding the area covered by external walls, area under service shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser, but includes area covered by the internal partition walls and columns within or adjoining the walls of the unit.

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 the Promoter has registered the project under the provisions of the Maharashtra Real Estate Regulation Act with the Real Estate Regulatory Authority at Mumbai vide registration certificate no. _____ dated _____; a copy of which is marked Annexure "H" and attached to this agreement.

AND WHEREAS under section 13 of the said RERA Act the Promoter is required to execute a written agreement for sale of said unit with the Purchaser, being in fact these presents and also to register said agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the residential/commercial unit alongwith parking, if any, as detailed in Schedule IV of this agreement.

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

1. Details of Unit, Price & Payment Schedule:

1(A) The Purchaser has agreed to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Purchaser the unit detailed as under :-

(a) SCHEME	: UNITED SANSKRUTI PLOT NOS. 3+4+5+6 OF S. NO. 277/3/1+2 OF VILLAGE NASHIK, TAL.& DIST. NASHIK. OFF AURANGABAD ROAD, NASHIK.
(c) UNIT	: RESIDENTIAL UNIT.
(d-1) NUMBER	:___ on the _____ Floor.
(d-2) WING	: C / D / E / F
(d-3) PHASE	: Phase I of the said project.
(e) AREA	: _____ sq. mt. carpet area as defined under RERA alongwith enclosed balconies admesuring ____ sq. mt., cupboard/s admeasuring ____sq. mt. and attached terrace admeasuring _____sq. mt. as marked in Annexure D.

The area of the unit under the previous provisions admeasures ____ Sq. Mt. CARPET (inclusive of enclosed balcony areas, cupboards, internal staircase etc). plus attached Terrace/s admeasuring ___ Sq. Mt. as marked in Annexure D.

(f) PRICE (LUMP-SUM TOTAL BASED ON CARPET AREA) : RS. _____.00 + Applicable Taxes

IN WORDS : RUPEES _____ +APPLICABLE TAXES (including the proportionate price of the common areas and facilities appurtenant to the said unit which are more particularly described in the Second Schedule and including Rs. _____ charged towards covered parking allotted)

(g) OUTGOINGS FOR :-

(i) ELECTRIC CONNECTION : RS. _____ + Taxes

(ii) BODY FORMATION : AS ACTUALS.

(iii) MAINTENANCE CHARGES & TAXES : INTIALLY RS. _____ P.A. FOR 2 YEARS LATER IT AS SHALL BE DETERMINED BY THE SOCIETY.

(h) STAMP DUTY, REGISTRATION FEES & MISC. EXPNS.: AS APPLICABLE

1(B) The total consideration amount for the unit is as detailed above.

1(C) The Purchaser hereby agrees to pay to the Promoter the total purchase price as mentioned in clause No. 1(A)(f) and separately the items of deposits and expenses detailed in 1(A)(g) & (h) hereinabove. As per the convenience and request of the Purchaser, the purchase price has been agreed to be paid in the following manner as mutually decided upon:

1. Rs. _____.00+ applicable Taxes on or before the execution of this Agreement, the receipt of which the Promoter hereby admits.
2. Rs._____.00 + applicable Taxes upon completion of internal plaster
3. Rs._____.00 + applicable Taxes upon completion of flooring
4. Rs._____.00 + applicable Taxes upon completion of electric wiring
5. Rs._____.00 + applicable Taxes upon fitting of doors & windows
6. Rs._____.00 + applicable Taxes upon possession or upon receipt of completion/occupancy certificate.

Rs._____.00 : TOTAL

1(D) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Labour Cess or any other Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handing over the possession of the said unit.

1(E) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges or taxes, which may be levied or imposed by the competent authority Local Bodies or any Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Promoter, which shall only be applicable on subsequent payments.

1(F) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 10 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter. **The price of the unit has been finalized between the parties based on the schedule of payment mentioned in 1 (C) above**. The rebate for prepayment as provided in 1(F) has been worked out and finalised between the parties and the total agreed price has been

adjusted accordingly. The prepayment of certain sums based on work progress has been adjusted in the price of the unit. The Purchaser shall not claim any additional rebates under 1(F) unless the payments in 1(C) above are prepaid.

1(G) The proposed usable carpet area of the said unit is calculated on previous methodology from wall to wall (without plaster), and includes balconies with railings, staircases, jambs and cupboards, but not excluding the area of column offsets. The carpet area mentioned under RERA is as specified in the said act. The Purchaser shall not raise any dispute regarding the area charged since the Purchaser has personally checked the unit which is nearly ready and agreed that the actual dimensions tally with the dimensions indicated on the floor plan marked Annexure "D".

In case the Purchaser or Promoter desires, the Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 Purchaser within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. However, since the said unit is nearly ready on site, the Purchaser declares that he/she has actually measured the dimensions and area on site before depositing the application money with the Promoter; and the total price agreed is based on actual variations on site as have been measured and verified by the Purchaser. The Purchaser and the Promoter thus indemnify the other party from being liable to pay or receive any short/excess area compensation or refund of any amount agreed based on area.

1(H) The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(I) The price stated above is exclusive of any brokerage charges payable by any party. In case any brokerage for this transaction is payable, each party shall pay the same at rates settled between the broker and the respective party and the same shall not in any way affect the rights under this agreement; nor shall any dispute with the broker have any implications on the terms and conditions imposed on both parties under this agreement. The Broker (if any) shall not have any charge or lien of any nature whatsoever on the said unit.

1(J) The Purchaser shall make all the payments to the Promoter by Demand Draft or by local cheques payable at Nashik. The final installment payable by the Purchaser for obtaining possession of the unit, including all deposits and other charges, shall be paid by Bankers cheque or Demand Draft only. In the alternative, the Promoter shall hand over possession of the said unit to the Purchaser only upon realization of cheque/s; and the Purchaser shall not dispute the same. **THE PAYMENTS AS STATED ABOVE IS THE CONDITION PRECEDENT FOR THE CONTINUATION OF THIS AGREEMENT. THE AGREED PRICE OF THE UNIT IS BASED ON PAYMENT SCHEDULE ABOVE.**

2. Construction as per approved plans.

The Promoter shall construct the said building/s consisting of basement, ground and 4 upper floors on the said project plot in accordance with the plans, designs & specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government Authority to be made in them or any of them for which the Purchaser hereby gives consent; or which may be requested by the Purchaser, which however, shall be at the discretion of the Promoter.

The Purchaser shall not object to the Promoter making changes in and revising the layout, plans, designs, specifications and amenities including the plans of the building in which the said unit

is situated as required by the Promoter due to additional FSI available or otherwise, and for completing the development in phases as per the Promoter's discretion as permitted legally and as prescribed in law including RERA. Provided the Promoter shall obtain prior written consent of the Purchaser in respect of variations or modifications which may adversely affect the unit of the Purchaser, except any alteration or additions/deletions required by any government authority or due to change in law.

3. Observance of all conditions imposed by local authority.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority; and shall before handing over possession of the premises to the Purchaser obtain from the local concerned authority the required completion/occupation certificate in respect of the unit.

Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the unit to the Purchaser and the common areas to the association of the Purchasers after receiving the completion/occupancy certificate. Similarly, the Purchaser shall make timely payments of the installments 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 clause 1 (C) herein above ("payment plan").

4. F.S.I.

The Promoter hereby declares that as per existing rules the Floor Space Index available in respect of the said land is 1.0 sq. mt. of built up area for 1.0 sq. mt. of land with provision for additional built up area as per norms governing right to use road setback areas, premium FSI and TDR currently available, which is currently @ 0.80. The Promoter hereby declares that no part of the said floor space index has been utilised by the Promoter elsewhere. The Promoter shall, if necessary, furnish to the Purchaser all the detailed particulars in respect of such utilisation of said floor space index. The Purchaser consents and authorises the Promoter to float FSI of any other property or purchase additional FSI from the local authority or elsewhere, and use it in the said scheme and on the building/s in which the said flat is situated by revising the building plans as the Promoter may deem fit and sell such additionally constructed FSI to any persons of their choice. The Purchaser approves and gives consent to the Promoter for disposing off the premises constructed in a similar manner as part of the said scheme and receiving the sale proceeds and inducting the prospective purchasers of the said floated FSI to the membership of the society or any other body to be formed.

The Purchaser has agreed to purchase the said unit based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed maximum allowable FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The residual and further available F.A.R. (F.S.I.) in respect of the plot or the layout or TDR not consumed and/or available till the execution of the final deed of conveyance of the said project plot will be available to the Promoter and if any additional FSI is available and claimed by the Promoter, the Promoter only shall be entitled to construct additional flats/ units etc. upon the said project property phase wise and dispose off the same in a similar manner and get the building plans changed and revised suitably, phase wise or otherwise for which the consent of the Purchaser shall be deemed to have been given, and the body formed (whether registered and/or proposed) and/or the purchaser/s shall not demand any share or compensation under any circumstances from the Promoter. The Purchaser shall not under any circumstances object or cause to obstruct such additional construction by the Promoter. **The Purchaser further declares that he/she is aware that currently, the building plans are sanctioned for Phase-II are for P+7; and that the Promoter, in Phase-II, is allowed and intends to construct the buildings upto Ground/Parking + 12 upper floors with additional basements as may be permitted by the authorities. The entire available additional FSI on the entire project land including premium, fungible, TDR etc. shall be used by the Promoter in Phase-II; which is clearly intimated to the Purchaser and the Purchaser has granted consent. The Promoter shall get the revised sanction from the authorities at a later date and as a matter of precaution has intimated the same to the Purchaser. The Purchaser hereby gives consent for the same and declares that he/she shall not raise any objection to any height increase at a later date for**

any reason whatsoever.

5. Disclosure as to Title :-

The Owner and Promoter hereby declare that the said project property is not subject to any mortgage, charge, lien or any other encumbrance whatsoever; and that the title of the said project property is free and marketable as stated in Annexure "A". The Promoter hereby agrees that they shall, before handing over possession of the said unit to the Purchaser and in any event before execution of the conveyance of the said land in favour of the society to be formed by the Purchasers of units and/or other units in the building/s to be constructed on the said land (hereinafter referred to as "society" or "body corporate") as far as possible ensure that the said land is free from all encumbrances and that the owners have absolute, clear and marketable title to the said land so as to enable the Promoter to convey the land to the said body.

The Promoter further states that:

(i) There are no covenents affecting the said project property.
(ii) There are no impediments attached to the said property.
(iii) There are no tenants in the said project property.
(iv) There are no illegal encroachments on the said property.
(v) To the best knowledge of the Promoter, no further permissions are required from any government authority to undertake the current phase of the project.
(vi) No mortgage or lien has been created on the said project property.

Thus the Promoter is fully entitled to construct building/s on the said project property. The Promoter also declares that the Promoter is in actual possession of the said project property.

6. Consent for the Promoter raising finance:

The Purchaser hereby consents and authorises the Promoter to raise any finance by way of mortgage of the said project property or scheme or any portion thereof, if, as & when so deemed necessary by the Promoter. At any stage during the implementation of scheme the Promoter shall be at liberty to sell, assign or transfer or otherwise deal with their right, title and interest in the said project property and building/s to be constructed thereon, provided that the same does not in any way affect or prejudice the rights granted in favour of the Purchaser under the terms of this agreement and provided further that the Purchaser shall not be responsible for repayment of such loan or any part thereof. Having acquainted and satisfied himself / herself with all the facts and rights of Owner and/or Promoter regarding the said project plot, the Purchaser shall at no time be entitled to challenge or question the title of the owner or the rights of the Promoter in respect of the said land or construction thereon. Before taking possession of the said unit, but after executing and registering these presents, the Purchaser shall allow a mortgage/negative lien to be created on the said project plot and any unsold premises and the Purchaser expresses his consent to the Owner/Promoter to raise construction finance without prejudice to his /her interest in the unit.

After the Promoter executes this Agreement, the Owner/Promoter shall not mortgage or create a charge on the said unit; 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 Purchaser who has taken or agreed to take such unit.

7. Consent for the Purchaser raising finance:

In case the Purchaser is desirous of obtaining a loan from any bank, housing finance company or any other institution, the Promoter agrees to give all the necessary documents (at cost) that may be required for the sanction and disbursement of the loan. However, the liability of the repayment of the loan and interest thereon shall be sole responsibility of the Purchaser. The Purchaser hereby declares that he/she shall keep the Promoter and/or body formed indemnified against claims in respects of such loans. The Promoter hereby gives consent to the Purchaser to

keep the said premises mortgaged to the financial institution for raising the loan; and agrees to inform the body formed of the premises being so mortgaged.

8. Interest on amounts due :

The Purchaser agrees to pay to the Promoter, interest as specified in the rule/s, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this agreement from the date the said amount is payable by the Purchaser to the Promoter.

The acceptance of levy of interest is condition precedent for acceptance of delayed payment. If the Purchaser makes the payment by way of outstation cheques, then the date of credit of the amount to the Promoter's account shall be treated as the date of receipt of payment; and only to the extent of the net amount credited after deduction of the commission/service charges of the bank. The Purchaser shall pay to the Promoter all the amounts due as per the schedule mentioned hereinabove (including interest on delayed payments, if any) within 7 days of the Promoter giving written notice to the Purchaser.

9. Termination on default in payment and breach of conditions :-

Payment on due date of each installment and other dues as per terms of these presents is the essence of this agreement.

Without prejudice to the right of promoter to charge interest (in terms of sub clause 4.1 of the model agreement under RERA) as stated hereinabove, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, terminate this agreement; and the Owner hereby grants consent for the same.

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

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser, subject to adjustment and recovery of agreed liquidated damages and/or any other amount which may be payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the said unit which may till then have been paid by the Purchaser to the Promoter. **The liquidated damages payable by the Purchaser to the Promoter in case of termination of agreement due to default/s in payment is mutually agreed at 25% of the total agreed unit price or 50% of the amount paid by the Purchaser until termination; which ever is lower.**

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall be entitled to dispose off the said unit to any other person of their choice; and the Purchaser shall only have right to claim the amount as agreed hereinabove and shall have no right or charge over the said unit or in the project property.

The Promoter shall, in such case of termination, be at liberty to dispose off the said unit to any other person on such terms and at such price as the Promoter may in his absolute discretion think fit without any hindrance or objection from the Purchaser who shall be deemed to have given his consent for such resale. The Purchaser also authorizes Mr. Kiran Ramkrishna Barahate, age major, resident of Nashik to execute and present for registration the cancellation deed in respect of the said unit on behalf of and as attorney of the Purchaser, in case such a cancellation deed is demanded by the Promoter after the expiry of the notice period and upon termination.

10. Amenities to be provided :

The fixtures, fittings, specifications and amenities including sanitaryware, flooring, lift/s with price range etc. proposed to be provided by the Promoter in the said building/s and the unit/s are only those that are set out in **SCHEDULE-III** annexed hereto. However, the same may be changed suitably by the Promoter depending on the timely availability of materials and/or changes in Government policies or laws or rules for which changes the Promoter shall not be bound to or held responsible for doing, providing or performing any acts, matters, services, amenities or extra works for the Purchaser other than those expressly appearing in this agreement. The Promoter assures that in the event certain fittings/fixtures/specifications are changed, the alternate fixtures/fittings/specifications used shall not be of a lesser value. The Purchaser has physically seen and checked the amenities provided in the flat and in the project and has agreed to the same.

Whatever design, elevation, layout, trees, lawns, colour scheme etc. shown in the brochure and/or pamphlet are only for aesthetic value and advertisement. The Promoter shall be entitled to grant rights of exclusive use of all or any of the limited common areas and facilities enumerated and set out in the schedule to any of the Purchasers as the Promoter may determine and such area or facility so reserved for exclusive use by that unit Purchaser shall be a restricted facility and area for the other Purchasers and shall be available for use and enjoyment to the concerned Purchaser to the exclusion of the other Purchasers.

The Purchaser hereby declares that the amenities / specifications mentioned in this agreement shall always prevail over those advertised by the Promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities/specification agreed and not those mentioned anywhere else; and the Purchaser shall never make any claim to the contrary.

11. Possession & delay / failure to give possession on due date:

The Promoter expects to give possession of the said unit to the Purchaser on or before 31.03.2018, subject to all payments due from the Purchaser being received on time**.**

If the Promoter fails or neglects to abide by the time schedule for completing and handing over the unit to the Purchaser, except for reasons beyond the control of the Promoter or his agents, the Promoter agrees that in case the Purchaser does not intend to withdraw from the project, to pay interest as specified in the rules on all excess amounts paid by the Purchaser, for every month of delay till handing over the possession.

If the Promoter fails or neglects to abide by the time schedule for completing and handing over the unit to the Purchaser, except for reasons beyond the control of the Promoter or his agents, the Promoter agrees that in case the Purchaser intend to withdraw from the project, the Promoter shall be liable to refund to the Purchaser the amounts received by him in respect of the unit with interest at the same rate mentioned in clause 8 from the date the Promoter received the sum till the date the amounts are repaid. However, for sake of equality, the Purchaser shall also serve a preliminary notice to the Promoter seeking valid reason for delay. In case the Purchaser is not satisfied about the reason/s for delay as stipulated in this agreement and as provided in the act, the Purchaser shall issue a 15 days notice to the Promoter conveying his intent to withdraw from the project and cancel this agreement; and in the meanwhile permit the Promoter to allot/sell the said unit to any third party without appropriating any amount to the Promoter until the dues of the Purchaser are cleared.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said unit on the aforesaid date and if the completion of the building in which the said unit is to be located is delayed on account of:-

(a) Non availability of building material (including natural sand), water or electric supply, labour problems etc.

(b) War, civil commotion or act of God.

(c) Bandhs (whether forceful or not), political disturbance, declared unscheduled holidays etc. leading to stoppage of work on site.

(d) Changes in any Rules, Regulations & Bye laws of various statutory bodies and authorities from time to time then affecting the development and the project.

(e) Delay in grant of any NOC / permission/ licensee connection/ installation of any services such as lift, electricity & water connections and meters to the scheme/ unit by outside agencies or government bodies.

Neither parties shall have any other claim against the other party in case of such an eventuality (including cancellation) other than of monetary nature.

11.1. Procedure for taking possession.

11.1 (a) The Promoter, upon obtaining the completion/occupancy certificate from the competent authority and receiving all the payments to be made by the Purchaser as per the agreement shall offer in writing the possession of the unit to the Purchaser in terms of this agreement. The Promoter shall give peaceful and vacant possession of the unit to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be from the date of notice for possession issued by the Promoter. The Promoter on his behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the completion/occupancy certificate of the unit.

11.1 (b) The Purchaser shall take possession of the said unit within 15 days of the written notice from the Promoter to the Purchaser intimating that the said unit is are ready for use and occupancy.

11.1 (c) Failure of Purchaser to take Possession of unit: Upon receiving a written intimation from the Promoter as per clause 11.1(a), the Purchaser shall take possession of the unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 11.1(b), such Purchaser shall continue to be liable to pay maintenance charges as applicable and also interest on delayed payment/s, if any.

12. Defects or unauthorised change in unit.

If within a period of five years from the date of the Promoter handing over the possession to the Purchaser or from the date of the Promoter completing the said unit, whichever is earlier, the Purchaser brings to the notice of the Promoter any structural defect in the said unit or building in which the said unit is 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

The word “defect” shall mean only those caused on account of willful neglect of the Promoter and shall not include defects caused by normal wear and tear, negligent use of the unit/premises by the Purchaser or other users/residents, temperature fluctuations, heavy rains, weather conditions etc. or subsequently detected defects (after use) in fittings such as doors, windows, electric switches, tiles, sanitaryware, fittings etc. or arising out of alterations carried out or damages caused by the Purchaser or other unit Purchasers.

Provided further that in respect of defects brought to the notice o the Promoter after the expiry of the aforesaid period of five years, the Purchaser, alongwith other purchasers or the body formed, shall be responsible for rectifying such defects at their own costs.

The Purchaser further declares and accepts that the guarantees / warranties on the products used by the Promoter are provided by the respective manufacturers directly; and the Purchaser shall not hold the Promoter responsible for any defects in the material /product supplied to the Promoter. The Purchaser hereby indemnifies the Promoter against such supplies. The Purchaser specifically declares that he/she is aware that the use of any type of wooden flooring is subject to cracking, warping or bending. Also, the granite, marble or wood used in any part of the unit is subject to wear and tear, scratches and erosion of polish over time, for which the Purchaser shall not hold the Promoter responsible; and hereby indemnifies the Promoter.

It is further agreed that the Purchaser shall not carry out any alterations in the said unit or the amenities / fittings provided therein, pipes, water supply connections, tiling, renovation which may result in seepage of water either in the Purchaser's unit or some other unit or in the building; and the defect liability of the Promoter shall automatically cease and become void if any such work is carried out by the Purchaser. The Purchaser shall be liable to rectify the same at his/her expense even if the alterations result in a defect in the premises of any other Purchaser or any part of the building. **The Purchaser hereby agrees that the said unit shall not be merged or combined with any adjacent unit or with any unit above/below the said unit without the express permission of the Promoter.**

13. Consent for common services / facilities:

The Purchaser hereby gives consent to the Promoter and/or the body formed to construct individual / common septic tank/s, soak pit/s, to lay water inlet/outlet pipes, drainage pipes, storm water drains, gas lines, TV/Telephone cables, electric cables etc. in the open spaces on all sides, in the staircase, chowks, terraces etc., whether or not attached to the premises of the Purchaser. The Purchaser shall also not do or cause to be done anything to the water supply/ drainage/ electric /gas / telephone / television or other lines that may cause hardship or affect the rights of the other purchasers in the building/s.

14. Purpose of use of Flat/ Unit / Garage / Stilt/ Open Parking Space :

The Purchaser shall use the said unit or any part thereof or permit the same to be used only for the purpose as sanctioned by the local authority. The Purchaser shall use the open space or garage or parking space only for the purpose of keeping or parking his/her own vehicle and shall only park his vehicle in the parking space and shall not disturb the parking allotted to other members or distributed amongst members by the body formed or claim any rights on the unallotted parking space/s; subject to the rights of the Owner/Promoter under this agreement and the conveyance deed to be executed in pursuance thereof. The Purchaser shall not use the premises or any part thereof for any activity other than the permitted use by law, unless permission in writing is obtained from the Promoter (or the body when formed) and written permission regarding change of user is granted by the concerned local authority. The Purchaser further agrees that, irrespective of the permission granted by the local authority or other government body, the premises shall never be used for purposes like **pan/cigarette/tobacco vending, hospital, doctors consulting room, meat vending, vehicle service/repair workshop**, **flour mill, printing press etc. or any activity which shall create nuisance for the purchasers of other premises**. The Purchaser also agrees not to use the said unit for any illegal or immoral activities and indemnifies the Promoter and/or the body` formed from any consequences of the use of the said unit. Any violation of this clause shall render this agreement invalid; and the Promoter/ body shall be at liberty to take all possible actions to ensure compliance of this clause, including physical vacation of the premises by the Purchaser.

The Purchaser declares that he/she is aware that certain uses or occupancies in the said unit may require separate permissions and licenses from the various authorities even if the sanctioned use of the unit complies with the municipal norms. In case such permissions or licenses are required, the Purchaser alone shall be responsible for obtaining the same at their own cost and effort. This may include (but not restricted to) the fire department, FDA, health department, police department, collectorate etc. The Purchaser hereby indemnifies and shall keep harmless the Promoter and the Owner in case of not obtaining of such permissions and the consequences thereof.

The Promoter is allowed to allot/sell covered parking spaces to prospective purchasers under the provisions of RERA. Accordingly, the Purchaser has requested the Promoter to allot to him/her the Covered Paking No. ____ / Garage/Stilt Parking No. ____ as marked in the building plan, which is agreed by the Promoter; and the cost thereof has been included in the total cost in (1) above. Also, according to the provisions of RERA, the Promoter cannot allot any open parking areas to the Purchaser. However, for orderly parking, most purchasers have requested the Promoter to demarcate the same for later allotment by the society to ensure orderly parking. Accordingly, the Purchaser has requested the Promoter to intimate a preference for open parking No. ____ on the ground floor as marked in the building plan The Promoter has agreed to do so without any consideration. The Purchaser

shall not claim any allotment from the Promoter in case the law/s do not so permit and the Promoter shall, in any case, not demand any amount towards consideration for allotment or sale of open parking space in addition to what is agreed under these presents. However, the Purchaser has included the valuation of the chosen parking space for purpose of payment of stamp duty so that no further stamp duty shall be required to be paid by the Purchaser upon allotment and on any document that may be executed and/or registered between the parties for the allotment of parking space.

15. Society or Ltd. Co. Formation :-

The Purchaser along with other Purchasers of units in the project/ building/s shall join in forming and registering an society or any other body to be known by such name as the Promoter may decide (referred to as "the body") and for this purpose and also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the body and for becoming a member thereof including the bye-laws of the proposed body, and shall duly fill in, sign, and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Owner and Promoter to register the common organisation of the Purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or memorandum or articles of association, as may be required by the Registrar of Coop Societies by or any Competent Authority.

16. Conveyance to Wing/Phase/Building/Body/Society :-

The Owner and Promoter shall, within three months of formation and registration of the body, as aforesaid, cause to be transferred to the body all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the building or phase or wing in which the said unit is situated.

17. Outgoings and Proportionate Contribution :

Within 15 days of the Promoter giving notice that the said unit is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share, based on approximate carpet area, being the same amount for units having similar even if not exact carpet areas, of outgoings in respect of the project land and buildings namely local taxes, betterment and development charges or such other levies by the concerned local authority and or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance contracts, fuel for generators and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. The Purchaser shall also be liable to pay the house tax as assessed in respect of his/her premises to the authorities from the financial year in which this agreement is executed. Before taking possession of the said unit, the Purchaser shall, in addition to the deposit mentioned in clause 1-A(g), which shall be of long term in nature, pay / keep with the Promoter his share of such charges and outgoings in advance for the following year and thereafter every year. Until the body is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. **The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisionally, Rs. _____.00 per annum for the initial one year, payable in advance before possession. The charges fixed are tentative and may vary upon actual expenses to be incurred as may be determined by the Promoter and include charges that may be incurred by the Promoter for formation of the body.** The said charges shall be paid by the Purchaser as directed by the Promoter. The Promoter shall only use the said sums for the purposes provided in this agreement for the common purposes of the building/s. **The maintenance of such services and accounts by the Promoter shall not constitute any services, by whatever name,** but only a convenience extended to the Purchasers until the body is formed and land alongwith building leased/conveyed. The Promoter shall act collectively on behalf of the Purchasers for the purpose of maintenance of the building/s and accounts; and **this shall not constitute a service contract by whatever name**. **It is further agreed that the Promoter is not required to pay the aforesaid maintenance charge/any other charges for the premises remaining unsold and uninhabited**. Until the body is formed, the Purchaser shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter. The amounts so paid by the Purchaser to the Promoter shall not carry any interest, shall be paid to and remain with the Promoter until a conveyance/s is executed in favour of the

body as aforesaid. Subject to the provisions of the act, on such conveyance being executed, the aforesaid deposits (less the expenses made by the Promoter and deductions provided for in this agreement) shall be paid over by the Promoter to the body. The Purchaser undertakes to pay such provisional contribution and such proportionate share of outgoings regularly or on demand in advance **and shall not withhold the same for any reason whatsoever**.

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in project, the same shall be in proportion to the carpet area of the unit to the total carpet area of all the units in the project. However, units having similar but not identical carpet areas may be grouped for ease of determining and collecting the share of common proportionate expenses and preventing clerical work of the body in the future. The Purchaser hereby grants consent to the same.

18. Payment of Deposits :-

The Purchaser shall on or before taking delivery of possession of the said unit keep deposited with the Promoter the amounts as mentioned in clause No. 1-A(g) & (h) of this agreement for meeting the expenses mentioned therein and also for (a) for legal charges, share money, application & entrance fee and for formation, registration of body (b) the projected maintenance charges in advance towards proportionate share of taxes or other charges and expenses & deposits of electric/water, development charges, incidental expenses.

19. Utilisation of Apartment/Body/Society Formation Charges :

The Promoter shall primarily utilise the deposit paid by the Purchaser as mentioned in clause 1 (g) (ii) &(iii) for meeting all legal costs, charges and expenses (including out of pocket expenses) including professional costs of the Advocates/Solicitors of the Promoter in connection with search & title report, title, clearance, opening the bank account/s, depositing the required amounts therein, formation of the body and/or the apex body or federation, preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing such documents including conveyance. The Purchaser is aware that the Promoter has already incurred expenses from time to time towards meeting the expenses as above which shall also be accounted and the Purchaser shall not claim any interest on the deposits so paid by Purchaser/s; which shall remain with the Promoter, till the conveyance; and shall carry no interest thereon.

20. Maintenance of Accounts of sums received as advance or deposit from the Unit Purchaser.

The Promoter shall maintain separate ledger account in respect of sums received by the Promoter from the Purchasers as advance or deposits, i.e. towards the electricity /water charges, security, elevator and other equipment maintenance, common maintenance, body/society deposits, share capital amounts, out goings deposit and body/society deposit and shall utilise the amount for all the purposes mentioned herein. The amounts spent by the Promoter from time to time towards these expenses shall be spent/reimbursed from this account and the said deposit amounts shall not carry any interest. The accounts of all such expenses maintained separately or in the books of the Promoters shall be treated as final and the Purchaser hereby expressly agrees to the same. It is further agreed that the Promoter shall handover the accounts to the Purchasers organisation within three months of the execution of the conveyance of the said land.

21. Stamp Duty, Registration & Other Charges :

All costs, charges and expenses including stamp duty and registration charges on this agreement shall be borne exclusively by the Purchaser. Each purchaser shall also pay to the Promoter the Purchaser's share of stamp duty, registration charges and other expenses in connection with preparation of and/or execution of other documents for the formation and registration of the body, the conveyance or any document or instrument of transfer in respect of the said building structure or project land and the buildings to be executed in favour of the body. Till the final conveyance/s of the said land and building/s is executed, this amount shall remain with the Promoter. The Purchaser further undertakes to pay any additional difference in stamp duty or registration fees or taxes that may arise due to any reason including any shortfall in payments that may be determined later, change in Government Rules and laws etc. The payment of any stamp duty or other such duties/levies/taxes shall always be the liability of the Purchaser and the Purchaser hereby indemnifies the Promoter of such liability forever.

At the time of registration of conveyance of the structure of the building or wing of the building,

the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society 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 of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Purchaser and the Promoter will attend such office and admit execution thereof.

The purchaser herein has agreed to purchase the said flat as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(2).

22-A. Covenants as to use and maintenance of unit by Unit Purchaser.

The Purchaser for him/herself and with the intention to bring all persons into whosoever hands the unit may come, hereby covenant with the Promoter as follows :-

(a) To maintain the said unit at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said unit is taken and not do or suffered to be done anything in or to the building in which the said unit is situated, staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.

(b) Not to store in the said unit or land 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the building in which the said unit is situated. Any damage caused to the building in which the said unit is situated or the said unit on account of negligence or default of the Purchaser in this behalf, shall be made good by him/her and the Purchaser alone shall be responsible and liable for the consequences arising therefrom.

(c) To carry out, at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffered to be done anything in or to the building in which, the said unit is situated or the said unit which may be against and/or detrimental to the rules regulations and bye-laws of the concerned local authority or other public authority. And in the event of the said Purchaser committing any act in contravention of the above provision, the Purchaser alone shall be responsible and liable for the consequences thereof.

(d) Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said unit or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portions, sewers, drains pipes in the said unit and 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 said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said unit without the prior written permission of the Promoter and/or the body or the limited company and also the RCC designer appointed by the Promoter.

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

(f) Not to lift any heavy material from the outside or put any kind of weight on the elevation features of the building (including mouldings, carvings, dummy columns, figurines, dummy beams, capitols etc.) which may be superimposed by the Promoter for purpose of elevation. **The Purchaser also agrees that no load, including human load shall be brought upon such features. If any such structural members or elevation features are mutilated or**

spoilt by the Purchaser or anyone on their behalf or if any mishap occurs due to any weight being brought onto such elevation features of the building, the Purchaser shall be solely responsible for the same and shall be responsible for any such mishap and also for restoring the features to their original state at the cost of the Purchaser only.

(g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said land and the building in which the said unit is situated.

(h) Pay to the Promoter within 15 days of demand by the Promoter, his/her share of security deposit and charges for giving water, electricity or any other service connections to the unit or building in which the said unit is situated.

(i) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said unit by the Purchaser or on any other account user for any purposes other than for the purpose sanctioned by the local authority.

(j) Not let, sub-let, transfer, assign or part with his/her interest or benefit of this agreement or with the possession of the said unit until all the dues, payable by the Purchaser to the Promoter are fully paid and subject to condition that the Purchaser is not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained prior consent in writing of the Promoter or the body when formed. If any such transfer or assigning takes place without the consent of the Promoter/body, it will be expressly considered as breach of this agreement.

(k) Observe and perform all the obligations under the rules and regulations which the body formed may adopt at its inception and as it may be in force from time to time for protection and maintenance of the said buildings and the units therein, and shall be responsible for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the body/limited company regarding the occupation and use of the said unit and the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the these terms.

(l) Allow unlimited access at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents of the Promoter and/or the body or other purchasers to enter into the said premises or any part thereof to view and examine the state and condition thereof, carry out repairs/maintenance etc.

(m) Remove forwith any obstruction, objection, nuisance etc., created or caused by the Purchaser as asked for by the Promoter, body/society/ association or any members thereof suffering inconvenience on account of such cause.

(n) Not to install split or window air conditioners in the rooms at places other than those provided by the Promoter so as to maintain the elevation and uniformity of the building. The Purchaser shall also ensure that the water overflow from all air conditioners installed by the Purchaser are properly drained and no water overflow shall fall onto any premises below or in the compound of the building.

(o) Not to install/fix any grilles or railings of the balconies, terraces or windows except with the written permission of the Promoter.

(p) Not to place any plants or pots on any external face, chajja, parapetor at any place in the building (unless provided for by the promoter)which shall be visible in the elevation, nor shall he / she water the plants/pots in any manner that may cause leakage or leave marks or stains on the paint of the building. If any leakage or leave marks or stains on the paint of the building. If any leakage occurs due to violation of this condition by the purchaser, or if any part of the building or paint is spoilt by purchaser or anyone on their behalf or if any mishap occurs due to such actions, the purchaser shall be solely responsible for the same; and shall also be responsible for damage due to any mishap and also for restoring the features and paint to it's original state at the cost of the purchaser only.

(q) **Not to lease or rent out the said unit to any party without the express permission of the Promoter and later the body when formed; and also to adhere strictly to the restrictions on use of the said unit specified in clause 14 even when leasing or renting the said unit; and agrees to pay enhanced maintenance charges for the leased unit if the body formed so demands.**

(r) Agrees that the opinion of appointed architect shall always prevail. It is also agreed that the Promoter will not be held responsible for any inadvertent defects in the material purchased by it from established suppliers despite best efforts by the Promoter.
(s) Not to obstruct or use the fire escape staircase or connecting passage/s which may endanger the life and property of residents/visitors in case of any eventuality. Any breach of this condition shall be treated as a serious violation of the agreement; and the Promoter and/or the body shall suo moto take action to remove any obstructions and recover the amount spent from the Purchaser.

22-B. Covenents of the Promoter.

The Promoter hereby represents and warrants to the Purchaser as follows:
(a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained/shall be obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building/wing and common areas;
(f) 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 Purchaser created herein, may prejudicially be affected;
(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said unit which will, in any manner, affect the rights of Purchaser under this Agreement;
(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the Purchaser in the manner contemplated in this Agreement;
(i) At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers;
(j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
(k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

23. No grant till Conveyance:
Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/her; and all open spaces, lobbies, roads, staircases, terraces, recreation spaces etc., unless specifically allocated to any persons/s, will remain the property of the Owner/Promoter. The Promoter shall, as allowed under the said act, until the execution of the final conveyance, be entitled at its discretion to declare such areas or facilities as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person/s for such extra

charge as the Promoter may deem fit, for which the Purchaser hereby irrevocably consents and shall not object.

24. Forbearance not to be construed as waiver and Jurisdiction:

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoter, including acceptance and/or tolerance of delayed payments, shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser; nor shall the same in any manner prejudice the rights of the Promoter, including the right to claim interest on delayed payments.

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 and the courts of law at Nashik alone shall have jurisdiction in all matters arising or concerning this agreement.

25. Registration of Agreement and Conveyance :

The Purchaser shall present this agreement, duly stamped as per rules, at the proper registration office for registration within the time limit prescribed by the registration act; and on intimation, the Promoter will attend such office and admit execution thereof. The Purchaser hereby indemnifies the Promoter against any liability towards stamp duty, registration charges and/or other claims/penalties that may be levied or prosecution launched by any government authority for non payment or short payment of stamp duty or other charges upon execution of this agreement.

26. Purchaser's Address for service of Notice :

All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, by courier / registered post at his/her address first hereinabove mentioned. It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

In case there are any co-purchasers, all communications shall be sent by the Promoter to the Purchaser 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 purchasers.

27A. Use of Terraces & Open Spaces / Gardens:

It is also understood and agreed by and between the parties hereto that any attached terrace shall not be enclosed by the Purchaser unless the permission in writing is obtained from the concerned local authorities and the Promoter or the body formed. Unless otherwise provided in this agreement, rights of all terrace shall vest with the Purchaser or body (when project property is conveyed) as the case may be unless the specific & exclusive rights of that particular terrace of the unit have been allocated to the Purchaser under this agreement. The rights of exclusive use of terraces specifically allotted to the particular unit holder shall exclusively be used by the concerned unit holder and the same shall be a restricted area for any other unit holder. The Promoter is entitled to sell exclusive rights for use of such open space/garden, open area/terrace etc for which the Purchaser grants consents. The Purchasers shall be entitled to erect T. V. Antennas or such other installations only at such places as the Promoter shall allow. Dish antennas shall not be erected without the prior written consent of the Promoter and/or the body formed. All unallotted terraces or open gardens/spaces/areas etc. shall remain exclusively owned by the Owner/Promoter unless specifically allotted to any unit Purchaser and the Purchaser shall not object to the Promoter for allotting or using the same in any manner as it may deem fit. However, **the condition of the Purchaser not enclosing any terrace / open space /parking space is the essence of this right of use. If the Purchaser is guilty of breach of this clause, the Promoter or the body formed may remove such enclosures without any prior notice to the Purchaser; and the Purchaser shall be solely liable to bear/reimburse the cost of such removal as well as other expenses that may be incurred for restoring the premises and the building to it's original form.** The Purchaser shall not in any way raise objection to any such action/s, nor shall he/she prevent any such acts.

27B. Use of Common Terraces:

The Purchaser is aware that the Promoter will provide a part common terrace on the top according to the plans which have been seen and approved by the Purchaser and also subject to plans which may be revised by the Promoter from NMC. This common area shall always remain the property of all the purchasers and/or the body/society/condominium. The Purchaser shall never claim any exclusive right over such common areas, including the right of time to use such facilities. The rules/regulations framed by the Promoter (and later the society) shall be final and binding on all purchasers. The Purchaser hereby gives consent to the same. The Purchaser also agrees to pay any specific charges that may be levied for the use of such facilities, which however, shall be applicable to all purchasers. The Purchaser also declares that any such common facilities shall be used only for the benefit of the residents; and the Purchaser shall not allow or encourage any outsider to use the same.

The Purchaser explicitly declares that the safe use of the common terrace and other common areas shall not be the responsibility of the Promoter. The Promoter is only providing areas; and the safety of the users has to be ensured by the individual purchasers and their visitors. The Purchaser hereby forever indemnifies the Promoter against any accident, mishap or fatality arising out of access or use of any such common facility.

28. Payment of GST, Sales Tax, VAT, Service Tax, FBT and other Taxes:

T**he Purchaser alone shall be liable to pay all and any other taxes such as GST, Sales Tax, VAT, Service Tax, FBT, VAT, LBT, LBC and/or other Taxes as are or as may be levied by the local, state or central government or any other authority before or after the possession of the said unit as and when such taxes become due at the prescribed rates**; and such payment shall be effected within seven days of demand, and the Purchaser shall exclusively be liable for all the consequences of any delay in payment thereof.

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / labour cess/ betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST, LBT, LBC, penalties et cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Purchaser; and if the same is paid by the Promoter then the Purchaser shall reimburse to the Promoter. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

The liability and responsibility to pay such GST at whatever notified rate or enhanced rate shall solely be on the Purchaser. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter against any amount payable by the purchaser to the Promoter towards GST, Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

29. Payment towards Other facilities / Extra Amenities:

It is hereby agreed that if any expenses are incurred for the provision of any facilities as may be directed by the government / local or other authorities (like provision of common solar systems, special drainage requirements, communication facilities, additional staircase, exit routes, sprinkler systems etc. or any other services, facilities or amenities) even after execution of this agreement, or if the Purchaser requests the Promoter to provide additional amenities or carry out alterations in the premises, then the Purchaser alone (alongwith the other Purchasers for common facilities), shall be liable to pay all and any such expenses or amounts as determined

by the Promoter. The Purchaser shall exclusively be liable for all the consequences of any delay in payment thereof. The Purchaser further agrees to pay the monthly/annual rent for any telephone or broadband or other connection provided by the Promoter. The Purchaser declares that he/she is aware that non payment of any such charges/rent may render the use of such intercom / telephone / broadband / internet facility inoperative; and the Purchaser shall be solely liable for the same.

30. Consent to Represent Purchaser:

The Purchaser hereby irrevocably consents and authorises and the Promoter to represent him/her in all matters regarding property tax assessment and reassessment before the Authorities; and decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser and his/her interest and give consent, NOC's and do all necessary things in all departments of the municipal corporation, collectorate, road, water, building tax, assessment, departments Govt. & Semi Govt. Departments, M.S.E.D.C.L., U.L.C. office etc on behalf of the Purchaser and whatever acts done by the Promoters on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser.

The Purchaser hereby authorises and allows the Promoter to represent him/her for applying to concerned authorities and departments for separate water & electricity, meters, and /or changing the position of roads, open spaces, parking lots, other common amenities, staircases, lobbies, underground /over head tanks, transformers, garages, dust-bin, septic tank, sewage lines, water lines, etc.as per their requirement and will not take any objection for the same; as provided under the act.

The Purchaser consents and authorises the Promoter to utilise and take connections from water, electricity, gas, telephone/TV, sewage or drainage lines and other conveniences in the said scheme/building/s as and when they require to do so for carrying on further development.

In future, if there is any increase in FSI before execution of the Sale/Lease Deed in favour of the body, the Owner/Promoter shall have the sole rights to claim utilise, develop & dispose of the same in a similar manner and unit Purchaser will not ask for any compensation for the same and the Promoter is authorised to submit the plans and sign on behalf of Purchaser if his/her signatures are required for this purpose as permitted under the act.

The Promoter is allowed to make suitable and necessary representations and changes in all Government, Semi Government or any other Departments to execute the scheme properly as it may deem fit. All activities done by Promoter will be binding on Purchaser and he/she will not take any objection for the same.

31. Rights to dispose off premises constructed on terrace:

The Promoter may allow display of advertisements and hoarding sites on the said building/s and derive and appropriate the income there from for the Owner/Promoter only. The terraces on the building and/or attached to any units or premises which are not exclusively allotted to any particular Purchaser shall always belong to the Promoter and the Promoter shall be entitled to deal with and dispose off rights pertaining thereto in such manner as they may deem fit until conveyance of the project property is granted to the society. In the event of the Promoter obtaining permission from the local authorities for construction of any type of premises on the terrace, then the Promoter shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and on such terms and conditions as the Promoter may deem fit. The Promoter shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace. The Purchaser and the body formed will have no objection to the body accepting the buyers of the premises that may be so constructed as its member/s. However, the Promoter's rights to lease any common facility/terrace and build any additional area thereon shall extinguish upon conveyance of the project property to the body; and thereafter, the body shall have claim and ownership to any rent or benefits received.

32. Electricity and Water Supply :

All charges towards obtaining electric connections from MSEDCL or any other body and also the cost of installation of common alternate power genset/s, including charges for installing the meters, cables, or transformer or any other additional and incidental charges levied by the power supplier such as ORCS/SLC and other deposits, installation, consultation & service charges of meter sanction, cables upto individual meters, feeder pillars, busbar, distribution boxes, laying cable and its pipe line, transformer and genset plinth, LT room construction, trench construction and all allied civil works, cable inspection charges, consultation charges and all out of pocket expenses etc. from time to time for getting electricity supply whether in the premises where the building/s and said unit is situated or outside, including common meters shall be proportionately borne by the unit Purchaser (as determined by the Promoter) and shall be paid to the Promoter within 7 days from such intimation. The Purchaser will pay whatever electric meter deposit and expenses and monthly electricity bills to the Promoter on demand. Due to any reason if the electrical work is delayed and proper supply is not available to the Purchaser, in the interim period, for the Purchaser's convenience, a temporary connection, at prevailing temporary/ commercial rates and at the sole discretion of the Promoter shall be provided; for which the Purchaser shall have no complaints as regards the quality and timing of power supply including fluctuations in voltage and the tariff being charged. As the Promoter will be applying to the concerned authorities for giving common water and separate electricity meters and connections for the said unit of the Purchaser on behalf of and as authority holder of the Purchaser, if there is any delay in obtaining separate water & electricity supply connections from the concerned department due to which or if there is improper supply of water the Promoter shall not be held responsible for the same and the Purchaser consents for any temporary arrangements that may be made in the interim period. The Purchaser shall pay the proportionate charges as demanded, determined & decided by the Promoter for provision of interim electric and water supply, which may also be sourced through genset, water tankers etc. The Promoter shall be entitled to deduct any dues of such proportionate or entire charges payable by the Purchaser for the above from the body/society deposit, maintenance deposit or electric deposit accounts, for which the Purchaser hereby gives consent. The electric connection applied for by the Promoter on behalf of the Purchaser shall not exceed ____ **KW**. In case the Purchaser requires additional load, he shall apply to concerned authority directly and shall be solely liable to pay the additional sums. The Promoter has determined the amount for the same as stated in clause 1 (H) above payable by The Purchaser also declares that he/se is aware that the Promoter shall provide for common water connection to the underground tank; and no provision for individual connection is to be made. In case the pressure in the water supplied by NMC is less than desired, the Purchaser shall not hold the Promoter responsible for the same; nor shall the Promoter be liable to pay or bear any expenses that may have to be incurred towards the additional supply.

33. Promoter to have paramount charge till all amounts paid:

That the Promoter shall have first and paramount necessary lien and first charge on the said unit for all amounts that the Purchaser is liable to pay under this agreement and the Promoter shall be entitled to recover and receive the same from the Purchaser and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

34. Acceptance Of Area:

The Purchaser declares that he/she has checked and agreed to the dimensions (internal wall to wall without plaster) of the said premises as shown in Annexure "D" attached hereto; tallied the same with the approved plans and verified the same on site since the structure of the said unit is now ready alongwith deviations that the Promoter has proposed alongwith deviations that the Promoter has proposed and accordingly agreed to the area charged by the Promoter as mentioned in clause 1 hereinabove. Any variation in the physical area has been brought to the notice of the Purchaser and the price of the unit is fixed accordingly. The Purchaser expressly declares that the area charged by the Promoter and mentioned in these presents is correct; and the same shall not be subject to any dispute whatsoever, provided the actual physical dimensions of the unit near about tally with the dimensions shown in Annexure "D". **The Purchaser confirms that the Terrace/s shown in the approved plan may be different from the Terrace/s shown in the unit layout as in Annexure 'D'. the Promoter has conveyed to the Purchaser of intention to delete/revise the terrace/s after the sanction of the building plan; and the Purchaser has consented to the same.**

35. Change in area or additions :

If some change in area, walls, site plan or room, portion of unit etc. is required to be made before handing over possession by the Promoter to the Purchaser, due to popular site condition, or as per the directions of municipal corporation or any other state, central or local authority or courts, or on account of utilising the remaining or additional F.S.I. if any, or it the Promoter may so deem necessary and convenient the Promoter shall have an absolute right to effect the said change/s for which the Purchaser shall have deemed to have given his/her consent. In such an event if there is any change in area of the premises of the Purchaser, the Promoter shall calculate the price of the premises based on its carpet area by the agreed price; and accordingly the price to be paid will be adjusted.

36. Deviation from sanctioned plan:

The Purchaser hereby declares that he/she has inspected Annexure "D", being the floor plans as envisaged to be constructed by the Promoter; and has noted the changes/ additions/ alterations/ deviations etc. from the sanctioned municipal plans. The Purchaser hereby gives consent to the changes made and shall not hold the Promoter responsible for any consequences thereof. The Purchaser also consents to the stilt and/or parking area not allotted to anyone being used collectively by all the Purchasers in the building for any common use that may be mutually agreed, including lobby or recreation area. If, at any time, the municipal authority or other govt. body proposes changes in the said plan/s or disallows the changes made, the Purchaser shall not object to the same, nor shall the Promoter be held responsible for the consequences thereof. The same shall not prejudice this agreement in any manner whatsoever and the Promoter shall be entitled to all the rights under this agreement, including all payments receivable. However, the Purchaser shall not be liable to bear any costs, charges, fines, premia etc. that may be levied by NMC or other govt. body for the grant of completion certificate including premia/charges for use of extra FSI, enclosing of balconies etc. However, any increase in premium or penalties imposed by the local body from current rates shall be governed as stated in clause 1 (E) above. It is expressly agreed that all such expenses shall be borne by the Promoter alone. The Purchaser however gives consent for the changes and declares that he/she shall not raise any objections to the same at any later stage.

37. Purchaser not to claim partition of share:

As provided under the act, the Promoter will be entitled to make alternations or modifications in the places, structures, floors, or buildings and to amalgamate it with the adjoining property/properties or vice versa or to sub-divide the same and the exclusive discretion of the Promoter and the same shall not be objected to by the Purchaser for any reasons whatsoever. The Purchaser shall not be entitled to claim partition in his/her their share in the land and building and the same shall always remain undivided and impartitionable.

38. Set Back and other Compensations:

The Promoter alone shall be entitled to claim and receive compensation for any portion of the land/building that may be notified for set back and claim the F.S.I., benefits and compensation available for areas under reservation for community centre, D. P. Road/s prior to the final conveyance in favour of the body. **The Purchaser is also aware that as per the new Development Control rules proposed for Nashik Municipal Corporation, the Promoter shall be entitled to claim extra FSI or free/fungible/premium FSI from NMC upon revision of plans. Without affecting the plan of the Purchaser's unit, the Purchaser hereby grants consent to the Promoter to claim all such area or compensation or TDR; including for road setback, additional FSI/TDR for cycling tracks, pathways or any other such reservations. The Purchaser hereby declares that he/she or the body shall not claim any part of such benefit; and the entire benefit shall accrue to the Promoter only. However, any premium to be paid to any authority for claiming such benefit shall be borne by the Promoter only.**

39. Transfer of Promoter's rights:

The Owner/Promoter shall be at liberty to sell, transfer, assign or otherwise deal with the right, title, interest in the said project property and the building/s thereon, subject to the rights of the Purchaser in respect of the said premises and project. The Purchaser hereby accords consent to

any such transfer or sale; and no claims or objections to the same shall be raised by the Purchaser.

40. Transfer Of Premises:

In case the Purchaser decides to transfer/sell the rights of the Purchaser in the premises to any other person, subject to acceptability by the Promoter, then the Owner/Promoter shall transfer the Purchaser's rights to the person nominated by the Purchaser and register/transfer the premises in favour of the nominee upon payment of transfer charges by the Purchaser to the Promoter. Such transfer fees shall be as determined by the Promoter only, but shall not exceed 2%+Taxes of the sale value received by the Purchaser upon sale. This transfer shall however always be at the discretion of the Promoter; and all the terms and conditions mentioned in this agreement shall be binding on the Purchaser and his/her nominee. Further, **the transfer of the said unit shall not be allowed before the completion of the unit and possession being taken by the Purchaser upon full payment of all amounts; except in rare case/s at the sole discretion of the Promoter. The Purchaser declares that he/she shall continue to pay all sums due and payable under this agreement even if the Purchaser intends to sell the unit at a later date.** 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 unit and the project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes

41. Agreement Is Not A Contract:

The parties hereby agree that this agreement is neither a contract nor is it an agreement between an employer and employee. It is in respect of completely constructed premises, i.e., immovable property, even if the amount is fixed and payable in installments. The Purchaser admits that the Promoter is neither a contractor nor an employee appointed by the Purchaser. The specifications and amenities to be provided are prepared by the Promoter and the Purchaser has accepted the same.

42. Unsold Premises:

If the body or Association or any alternate organisation is formed and registered and/or the conveyance is executed and if there are any units, spaces or premises remaining unsold other than those belonging to the purchasers, then in such event the Promoter shall be entitled to sell and/or dispose off such unsold units, spaces or premises at its discretion to any party or person. Till such premises are sold by the Promoter, the Promoter shall only be a notional member of the body and till the new Purchaser purchases the unit, the Promoter or their assignee shall not be liable to pay charges towards the common maintenance and taxes. However the Promoter or its assignees shall be liable to pay municipal assessment taxes, if any, to the extent of such unsold premises.

43. Dispute Resolution:

Any dispute between parties shall be settled amicably through the intervention of the architect/engineer of the project. In case of failure to settled the dispute amicably, the same shall be referred to the Maharashtra Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

44. Entire Agreement and Assurances:

This Agreement, along with its schedules and annexures, 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 unit/plot/building, as the case may be. This Agreement may only be amended through written consent of the Parties. Similarly, the plans, amenities and specifications mentioned in this agreement supersede any plans, amenities or specifications mentioned or advertised elsewhere by the Promoter .

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.

45. 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.

45. RER Act. :

This agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, alongwith previous units sold under the previously governing Maharashtra Ownership Flat Act, 1963 and the rules made thereunder and amendments thereto. The Purchaser however indemnifies the Promoter for specifically agreed terms & conditions under this agreement (including payment schedule) which may not be consistent with the stipulations under the said Act; but based on which this parties have agreed to enter into this agreement.

SCHEDULE – I

All that piece and parcel of land admeasuring 4993.60 sq. mt. bearing Plot No. 3+4+5+6 of S. No. 277/3/1+2 of village Nashik, Taluka & Dist. Nashik, within the limits of Nashik Municipal Corporation and situated off Nashik-Aurangabad Road.

The said property is together bounded as under

On or towards East: S. No. 276
On or towards West: 12.0 mt. road
On or towards North: Open Space
On or towards South: Plot No. 2

Alongwith all the rights of easement and heriditaments and benefits attached thereto.

SCHEDULE – II

NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES:

Common areas and facilities :-

1. Common electric meter for street lights, elevator, if any
2. Common water meter/s for gardening, if any
3. Common septic tank/s for the project, if any
4. Common passages, staircases, if any.
5. Common overhead terrace, if any.
6. Common open space in the layout.
7. Garden
8. Temple
9. Clubhouse and adjoining sports court
10. Common water tanks, underground and overhead.

Limited common areas and facilities :-

1. Parking Spaces, covered and open
2. Terraces attached to respective units
3. Open Spaces.

SCHEDULE – III
SPECIFICATIONS & AMENITIES

1. The building will be of reinforced cement concrete frame structure. All external and internal walls shall be 6" and 4" thick block/brick masonry respectively.
2. Internal wall plaster of direct application gypsum, external wall plaster in sand face and ceiling direct putty finish.
3. Vitrified tiles in living, dining, passages, bedrooms and kitchen. Ceramic floor tiles in balconies, toilet, WC, attached terraces etc.
4. Concealed electrifical work with sufficient light points. Modular switches.
5. Single phase electric power connection not exceeding 4.0 KW.
6. All fittings for doors and window of brass or brass-cp.
7. All door frames of plywood/wood/RCC/stone.
8. All door shutters will be of flush type duly painted with oil paint from both sides. Main door laminated from outside. Anodised/Powder coated aluminum sliding doors to the attached terraces
9. Anodised/Powder coated Aluminum sliding windows with opaque/clear glass with mosquito nets.
10. Ceramic / glazed. tiles upto 7' 0" height in toilets and glazed tiles upto 7'-0" in common toilet and 2'-0" above kitchen platform.
11. Granite top kitchen platform with stainless steel bowl sink in kitchen.
12. Completely concealed plumbing inside the unit.
13. Exterior waterproof cement paint.
14. Oil bound distemper paint within the unit.
15. Grilles fitted on all windows for safety.
16. Sanitaryware of standard quality in all toilets.
17. Quality electroplated fittings in all toilets.
18. Staircase steps treads in kota stone / non-skid tiles.
19. Overhead water tank of adequate capacity.
20. Cabling for TV, Telephone and intercom installation
21. 5'-0" compound wall duly plastered and painted.
22. One 6 passenger elevator in each wing of Powerlink brand or equivalent of basic price Rs. 850,000.00 (including taxes)
23. Paved parking area

Note : The above specifications and amenities are indicative and subject to change without any notice on account of non availability of amenity, non availability of material or non

feasibility. The changes in amenities listed above shall be governed by the terms of this agreement.

SCHEDULE-IV : DETAILS OF UNIT

(a) SCHEME	: UNITED SANSKRUTI PLOT NOS. 3+4+5+6 OF S. NO. 277/3/1+2 OF VILLAGE NASHIK, TAL.& DIST. NASHIK. OFF AURANGABAD ROAD, NASHIK.
(c) UNIT	: RESIDENTIAL UNIT.
(d-1) NUMBER	:___ on the _____ Floor.
(d-2) WING	: C / D / E / F
(d-3) PHASE	: Phase I of the said project.
(e) AREA	: _____ sq. mt. carpet area as defined under RERA alongwith enclosed balconies admesuring ____ sq. mt., cupboard/s admeasuring ____sq. mt. and attached terrace admeasuring _____sq. mt. as marked in Annexure D. The area of the unit under the previous provisions admeasures ____ Sq. Mt. CARPET (inclusive of enclosed balcony areas, cupboards, internal staircase etc). plus attached Terrace/s admeasuring ___ Sq. Mt. as marked in Annexure D.

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

SIGNED, SEALED &DELIVERED]
by the within named PROMOTER]
M/S UNITED BUILDERS]
through it's partner]
Mr. _____]
]
]

SIGNED, SEALED &DELIVERED]
by the within named OWNER]
MR. TARUN GOPAL JAGTAP]
through his constituted attorney]
MR. GOPAL TRIMBAK JAGTAP]

SIGNED, SEALED AND DELIVERED]
By the within named PURCHASER]
1. MR. _____]
]
]
]
]
]
2. MRS. _____]

In the presence of:

1.
Name:
Address:

2.
Name:
Address:

RECEIPT

Received of and from the Purchaser above named a sum of Rs _____.00 (Rupees _____) as detailed below:

(a)

Being the amounts towards application money/sale price of the premises described in Schedule IV herein above as advance payment paid by the Purchaser.

We Say Received
For UNITED BUILDERS

_____
(Partner)