READY RECKNAR CHART No.1.3.58

RATE Rs. 30,650/- PER SQ. MTR.

GOVT. VALUATION Rs. _____

CONSIDERATION Rs. _____

STAMP DUTY + L.B.T. Rs. _____

REGI. FEES Rs. _____

!! Om Sai !!

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Nashik on this _____ day of _____ Two Thousand _____.

BETWEEN

Shweta Infrastructure and Housing (I) Pvt. Ltd., **(PAN No: AAJCS4306F) (CIN No. U45200MH2005PTC155493),** a company incorporated under the Companies Act, 1956 having its registered Corporate office at : 204, 2nd Floor, Veena – Beena Shopping Center, Opp. Bandra Station, Bandra (W), Mumbai – 400050 and for their Nashik Operation having their Nashik Office at : Samraat House, Tagore Nagar, Off. Nashik Pune Highway, Nashik 422006; represented by its Directors Mr. Sujoy Jayant Gupta, Age 45 years, (Aadhar No. 411889507153), Occupation Business & agriculture and Mrs. Shweta Sujoy Gupta Age: 40 years, (Aadhar No 645676049544) Occupation Business & agriculture, residing at 1207,1208, Signature, Serene Meadows, Anandvali, Gangapur Road, Nashik 422013; hereinafter referred to as "**THE OWNER / PROMOTER**", (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees) signed by any one Director as authorized vide board resolution dated 01/06/2017 ; **PARTY OF THE FIRST PART**

AND

(1) _____,

Age: _____ years, Occupation: _____, PAN No. _____,

Aadhar No. _____

R/at: _____,

_____.

(2) _____,

Age: _____ years, Occupation: _____, PAN No. _____,

Aadhar No. _____

R/at: _____,

_____.

Hereinafter called the "**ALLOTTEE / PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his /her heirs, executors, successors in interest and permitted assignees) ; **PARTY OF THE SECOND PART**

The Owner / Promoter and Allottee / Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party"

W H E R E A S

(A) The previous land owners Mr. Balu Kacharu Nagare and others 3 executed an Agreement for Sale of the land S. no. 899/2 area admeasuring 4.00 Acres in favour of Viraj Estate through Mr. Chandrashekar Babulal Shah. The said Agreement For Sale is registered in the office of Sub-registrar vide Sr. no. 8857 on 04/12/2007 & on the compliance of all the terms and conditions of an Agreement For Sale the previous land owners executed a Sale Deed in favour of Mr. Chandrashekhar Babulal Shah for the area admeasuring 1 H. 20 R., which is duly registered in the office of sub-registrar vide No. 2775/2008, on 25/03/2008. The owners Mr. Chandrashekhar Babulal Shah has entrusted the development rights of Survey No.899 hissa no.2 area admeasuring 3 Acer 00 Arc i.e. 12000 Square Meters to the Owner/Promoter i.e. Shweta Infrastructure and Housing (i) Pvt. Ltd by executing a Development Agreement which is duly stamped and registered before Sub-Registrar Nashik at Serial No.03283 dated 28/03/2008. And in pursuance with the said Development Agreement, General Power of Attorney is executed between Land owners and developer which is registered before Sub-Registrar Nashik at Serial No.03655 dated 07/04/2008. The original owners of S. No. 899/1, & 899/3, Mr. Balu Kachru Nagare and others along with Mr. Chandrashekar Babula Shah had jointly approved tentative Lay out for whole survey no. 899/1, 899/2, & 899/3 area admeasuring 63120.00 square meter by Nashik Municipal corporation vide it's order no. LND/WS/Tent/CD/64 dated 20.01.2009. As per approved tentatively lay out said land is divided into several plots. The owners Mr. Chandrashekar Babulal Shah further executed a Sale Deed of the Plot no's. 88, 121, & 168 to 189, total admeasuring 10907.84 square meter in favour of the Owner / Promoter. The said Sale Deed of plot no's. 88, 121, & 168 to 189 is executed and registered in the office of Sub-registrar vide registration number 13827 dated 13/12/2010.

AND WHEREAS the said joint Layout of Survey No. 899/1+899/2/1+899/3/1 was finally approved by Nasik Municipal Corporation vide it's **Order No. TP/FINAL/CIDCO/B-3/3,** dated

10.05.2011. The Mutation Entry No. 71275 is made and certified by the revenue officer in respect of the sanction of layout.

AND WHEREAS due to the final approval of layout the plot numbers and the areas of the plots are changed, therefore for effective title of the said property purchased by owner/promoter by absolute sale deed dated 13/12/2010, a correction/confirmation deed is executed in favour of owners/promoters which is registered before Sub – Registrar Nashik at serial no. 06623/2011 on dated 31/05/2011. And the name of the Owners / Promoters mutated to the owner's column of the property extract of the said Plots. The Mutation Entry No.77271 is made and certified by the revenue officer.

The Collector, Nashik vide its order **No. MH/Kaksha-3/4/N.A. no./50/2009,** dated **21/05/2010,** has permitted the use of the land out of Survey No. Survey No.899/1+899/2+899/3 admeasuring 62,146.00 square meters for non-agricultural purposes.

(B) The Owner/Promoter is the owners of and are well and sufficiently entitled to all that pieces and parcels of land admeasuring area 7578.49 square meters bearing Survey No.899/1+899/2/1+899/3/1/84, bearing **Plot no. 84** situated at village Nashik, Taluka Nashik, District Nashik (Hereinafter collectively the total land referred to as **"The Said Land"**) which is more particularly described in the **Schedule - I** hereunder written.

The Owner/Promoter got the building plan sanctioned from Nashik Municipal Corporation vide Commencement Certificate bearing No. **LND/BP/CD/B3/258/2120,** dated **26/07/2012,** in respect of buildings to be constructed on the said land. Thereafter Owner/ Promoter Revised the above building plans again and re-sanctioned the necessary building plans and the Nashik Municipal Corporation issued the Commencement Certificate bearing **No. LND/BP/B3/547/5648/14**, dated **13/03/2014** in respect of buildings to be constructed on the said land. Thereafter Owner / Promoter again re-revised the above building plans again and re-sanctioned the necessary building plans to which the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing **No. LND/BP/B5/254/5186**, dated **22/12/2016** in respect of buildings to be constructed on the said land. Further the construction work of the said project known as **"SAMRAAT SYMPHONY"** was partly completed for Building / Wing 'E' - Bhupali, 'F'- Rageshri, 'G' – Asawari & 'H' - Bhairavi as per the approved plan by Nashik Municipal Corporation and Nashik Municipal Corporation, Nashik had issued the Part Completion

Certificate vide its **Order Outward No. Town Planning Department/B5/19452/2588,** dated **18/07/2017** and for Building No 1, Wing 'A' – Malhar, Wing 'B' – Saranga, Wing 'C' – Basant as per the approved plan by Nashik Municipal Corporation and Nashik Municipal Corporation, Nashik had issued the Part Completion Certificate vide its **Order Outward No. Town Planning Department/B5/19477/3497 dated 31/07/2017.**

AND

i. The Owner / Promoter affirms that there is no covenants affecting the said property.

ii. The Owner / Promoter affirm that there are no impediments attached to the said property.

iii. The Owner / Promoter affirm that there is no Area occupied by the tenants and therefore there is no question of settlement with tenants. The Owner / Promoter is in absolute occupation and possession of the said property.

iv. The Owner / Promoter affirms that there is no of illegal encroachment on the said property

v. The Owner / Promoter affirms that title of the Property is clear and marketable and no permission (if any) required from any Government or Authority which affects the title to the property. The Owner/Promoter also affirms that the construction of the said land is in a very advanced stage and the details of the same is mentioned herein below in Table 1.

vi. The Owner/Promoter has obtained Construction Finance from Edelweiss Housing Finance Ltd. The Lender will issue a letter of release of the said flat / Apartment on request and after the execution of this document. Owner / Promoter shall provide a copy of said letter to the Allottee / Purchaser after execution of the present Agreement. The Owner / Promoters declares that they will obtain no objection certificate for the sale of the said premises described in schedule II from the said lender and the same will be handed over to the Allottee/ purchaser/s within 15 (Fifteen) days of the Agreement of Sale registered, subject to the receipt of the N.O.C from the Bank. The mortgage deed is executed on 06/10/2016 and the same is registered in the office Sub Registrar vide Sr. no. 2914/2016. Except the above

encumbrance for the Construction Finance the title of the said property is clear and marketable.

AND WHEREAS the Owner / Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Owner / Promoter is in possession of the project land.

AND WHEREAS the Owner/Promoter has floated the ownership scheme on the said land under the name and style of "**SAMRAAT SYMPHONY"** and propose to construct on the said land, 8 (Eight) wings out of which all 8 (Eight) Wings are already under construction and the details are as below :-

Table 1

PROPOSED /UNDER CONSTRUCTION BUILDINGS – 8 (Eight) Buildings – 8 (Eight) wings

Building E, F, G, H	Residential Building Building/Wing E named Bhupali Building/Wing F named Rageshri Building/Wing G named Asavari Building/Wing H named Bhairavi **PHASE ONE** **PHASE I** **Construction Completion Date – June 2017**	- Stilt / Ground Floor for Car Parking. - First Floor to Seventh Floor consisting of 4 (Four) flat/ Apartments on each floor, the 7th (Seventh) floor being Terrace Flats.
Building A, B, C	Residential Building Building/Wing A named Malhar Building/Wing B named Saaranga Building/Wing C named Basant **PHASE TWO** **PHASE II** **Construction Completion Date – July 2017**	- Stilt / Ground Floor for Car Parking. - First Floor to Seventh Floor consisting of 4 (Four) flats/ Apartments on each floor, the 7th (Seventh) floor being Terrace Flats.
Common Areas	Common Amenities **PHASE THREE** **PHASE III** **Construction Completion Date – March 2018**	- Club House - Podium Garden - Splash Pool above podium slab - Children play area above podium slab - Temple - Lawn - Gymnasium
Building D	Residential Building Building/Wing D named Malkauns **PHASE FOUR** **PHASE IV** **Construction Completion Date – December 2018**	- Stilt / Ground Floor for Car Parking. - First Floor to Seventh Floor consisting of 4 (Four) flats/ Apartments on each floor, the 7th (Seventh) floor being Terrace Flats.

Table 2

APPROVED BUILDINGS – 8 (Eight) Buildings – 8 (Eight) wings

Approval Commencement Certificate No. LND/BP/B5/254/5186, dated 22/12/2016

Building E, F, G, H	Residential Building Building/Wing E named Bhupali Building/Wing F named Rageshri Building/Wing G named Asavari Building/Wing H named Bhairavi **PHASE ONE** **PHASE I** **Construction Completion Date – June 2017**	- Stilt / Ground Floor for Car Parking. - First Floor to Seventh Floor consisting of 4 (Four) flat/ Apartments on each floor, the 7th (Seventh) floor being Terrace Flats.
Building A, B, C	Residential Building Building/Wing A named Malhar Building/Wing B named Saaranga Building/Wing C named Basant **PHASE TWO** **PHASE II** **Construction Completion Date – July 2017**	- Stilt / Ground Floor for Car Parking. - First Floor to Seventh Floor consisting of 4 (Four) flats/ Apartments on each floor, the 7th (Seventh) floor being Terrace Flats.
Common Areas	Common Amenities **PHASE THREE** **PHASE III** **Construction Completion Date – March 2018**	- Club House - Podium Garden - Splash Pool above podium slab - Children play area above podium slab - Temple - Lawn - Gymnasium
Building D	Residential Building Building/Wing D named Malkauns **PHASE FOUR** **PHASE IV** **Construction Completion Date – December 2018**	- Stilt / Ground Floor for Car Parking. - First Floor to Third Floor consisting of 4 (Four) flats/ Apartments on each floor.

AND WHEREAS the Owner/Promoter has decided to construct the project as denoted in **Table 1. Table 2** denotes the approved project as per the sanctioned granted by the Nashik Municipal Corporation as on date and the project will be re-approved, amended and changed and will be further sanctioned for the remaining / additional available FSI / TDR / Premium FSI and reapproved as per the proposed in **Table 1** above.

Approval for such Intention of Development as proposed in Table 1 above has been submitted to the Nashik Municipal Corporation for approval of IOD (Intention of Development), copy of the

similar submitted plan of IOD has been attached herewith as **Annexure - V**. A separate copy in A2 size which is readable and understood by the allottee / purchase/s has been given to the allottee / purchase/s which he / she/ they acknowledge to receive.

AND WHEREAS the Owner / Promoter has floated the ownership scheme on the said Land under the name and style of "**SAMRAAT SYMPHONY"** comprising of various buildings consisting of residential flats/apartments. Though the Owner / Promoter herein has right to develop the entire project land, the Owner / Promoter has decided to carry out construction/development in phases and accordingly has identified the different phases and has mentioned the same hereinabove in **Table 1**. The respective building as per the Phase mentioned above is the subject matter of this agreement and the said project shall be known as "**SAMRAAT SYMPHONY"** hereinafter referred as "Said Project" and will admeasure 12014.32 sq. meters., or around 13500.00 sq. meters and thereabouts more particularly described in and shown in **Annexure - V**;

AND WHEREAS by virtue of the Sale Deed dated 13/12/2010 which is registered in the office of the Sub registrar vide Registration no. 13827/2010 and a correction/confirmation deed is executed in favour of owners/promoters which is registered before Sub – Registrar Nashik at Serial No. 06623/2011 on dated 31/05/2011. The Owner / Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Owner/Promoter herein alone has sole and exclusive right to sell the Flat/ Apartments in the said project to be constructed by the Owner / Promoter on the project land and is fully competent to enter into agreement/s with the Allottee / Purchaser/s, lessee, mortgagee, of the Flat/ Apartments / Land and to receive the sale price / Loan / Construction Finance/ Equity in respect thereof.

AND WHEREAS the Allottee/Purchaser/s on his / her / their request is offered an Apartment/ Flat bearing number _____ on the _____ floor, (herein after referred to as the said "**Apartment/ Flat**") in the ___ wing, of the Building/ Wing called as _____ (herein after referred to as the said "**Building/Wing**") being constructed in the _____ phase of the said project, the project known as "**SAMRAAT SYMPHONY"** by the Owner/ Promoter.

AND WHEREAS the Builder/Promoter/Developer have registered the Project "**SAMRAAT SYMPHONY" – Project 2 (Building 1 – Wing 'D' – Named Malkauns)** under the provisions of the Real Estate (Regulation and redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra on 04th Aug 2017 under **Registration Number P51600002742** have been Annexed and Marked as **Annexure XII** and the same is informed/ conveyed to the Allottee / Purchaser/s.

AND WHEREAS the Owner / Promoter has entered into a standard agreement with Its Architect (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, the Owner/Promoter herein has appointed Mrs. Tapasya Bendale having office at Samraat House, Tagore Nagar, Off. Nashik Pune Highway, Nashik, as its Architect to liaison with the Nashik Municipal Corporation and the working drawing have been prepared by Architect Soyuz Talib having his office at M/s Soyuz Talib Associates Private Limited., 1406, 14th floor, Kesar Solitaire, Plot No.5, Sec-19, Palm Beach Road, Sanpada, Navi Mumbai and all the construction on site has been as per the drawings, and the guidance and supervision of Architect Soyuz Talib and his associates.

AND WHEREAS the Owner / Promoter has appointed structural engineer Mr. Jayant V. Inamdar, Strudcom Consultants Pvt. Ltd., having their office at 601, 6th Floor, Pride House, University Chowk, Shivaji Nagar, Pune, as its Structural Engineer for the preparation of the structural design and drawings of the said project / buildings, and the Owner / Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

The Owner/Promoter herein has reserved rights to change aforesaid Architects and Engineers before the completion of the building.

AND WHEREAS on demand from the Allottee/Purchaser/s, the Owner/Promoter has given inspection to the Allottee/Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Owner/Promoter and of such other

documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

AND WHERAS after the Allotee/ Purchaser/s enquiry, the Owner/Promoter herein had requested the Allottee/Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title, rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. The Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in respect of the marketable title rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. and accordingly, on satisfaction of Allottee/Purchaser/s and their legal council, the Allottee/ Purchaser/s has/have agreed to purchase the residential flat/ Apartment which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto as **Annexure- VII**, (hereinafter referred to or called as **"THE SAID APARTMENT/ FLAT"**).

AND WHEREAS on demand from the allottee/ purchaser/s, the owner/ Promoter has also given inspection to the Allottee / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in all respect.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Owner / Promoter annexed as **Annexure – I** and authenticated copies of the CTS Property card/ extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Owner / Promoter to the project land on which the flat/ Apartments are to be constructed have been annexed hereto and marked as **Annexure - II**.

AND WHEREAS the authenticated copies of the plan of the Layout or other authority wherever applicable of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure - IV**.

AND WHEREAS the copy of the plans of the Layout as proposed by the Owner / Promoter and according to which the construction of the buildings and Open Spaces are proposed to be provided for have been annexed hereto and marked as **Annexure - V**.

Following Documents as per the Provisions of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") are attached as herein under vide various Annexures and schedules.

1. A Copy of the layout plan approved from Nashik Municipal Corporation showing the said land and the total area in and around is annexed hereto as **Annexure-IV**,
2. The copy of the Title Certificate of the above mentioned property is issued by **Adv. Milind Dhopavkar** for the clear title of the Owner/Promoter herein are annexed hereto as **Annexure-I**.
3. The copies of the 7/12 extract of the said land showing the nature of the title of the Owner/Promoter is annexed hereto as **Annexure – II.**
4. The copies of the plan showing layout of the Floor Plan of the flat. The drawing/print/s showing the flat as agreed to be purchased by the Allottee/ purchaser/s is annexed here under to as the floor plan of the flat/apartment to be purchased as **Annexure – VII**.
5. The copy of the plan showing layout of the car parking, showing the allotted parking to the Flat/ Apartment agreed to be purchased by the Allottee/ Purchaser/s along with the Flat / Apartment is annexed hereto as parking plan as **Annexure-VIII**.
6. The copy of the latest Commencement Certificate is annexed hereto as **Annexure- III**.
7. The copy of the N.A. order by the Hon. Collectorate, Nashik is annexed hereto as **Annexure-IX.**
8. Pan card of Shweta Infrastructure and Housing (I) Pvt. Ltd and Allottee/purchaser is attached here to as **Annexure X**.
9. The copy of part-completion certificate issued by the Nashik Municipal Corporation is annexed hereto as **Annexure-XII-A & XII-B**.

10. Maharashtra Real Estate Regulatory Authority – Registration certificate of Project is attached here to as **Annexure XIII**.
11. The specifications herein agreed to be provided by the Owner/ Promoter in the Flat/ Apartment which is agreed to be purchased by the Allottee / Purchaser/s herein below is detailed in **Schedule-III**.
12. The specifications herein agreed to be provided by the Owner/ Promoter in the said project which will be known as common amenities are detailed in herein below in **Schedule-IV**.
13. The common areas and the common facilities have been detailed in herein below as **Schedule – V**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold is attached herein below as **Annexure V** and the said flat/apartment which is intended to be bought by the Allottee / Purchaser/s is in this said project (phase/wing) and which is for the purposes of this agreement that the Allottee / Purchaser/s intends to purchase and the Allottee / Purchaser/s shall have the right to claim the same for is marked in as herein below as **Annexure VII.**

AND WHEREAS the authenticated site plan (page 1 of the Partly approved completion plan by the Nashik Municipal Corporation) along with which the Flat/Apartment is also approved and has been agreed to be purchased by the Allottee / Purchaser/s, as sanctioned and approved by the local authority has been annexed and marked herein below as **Annexure VI**. A separate copy in A2 size which is readable and understood by the allottee / purchase/s has been given to the allottee/ purchase/s which he / she/ they acknowledge to receive.

AND WHEREAS the Owner / Promoter has obtained the sanctions/approvals from the concerned local authority(s) to the plans, sections of the said building/s and shall obtain re-approvals from various authorities from time to time, so as to obtain Building Completion Certificate / Occupancy Certificate of the said Building.

The present Commencement Certificate for the said project is Commencement Certificate No. **LND/BP/B5/254/5186,** dated **22/12/2016.**

AND WHERAS THE ALLOTEE / PURCHASER/ IS / ARE WELL AWARE OF ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:

The Owner/Promoter herein have specifically informed the Allottee/Purchaser/s that, the present sanctioned buildings plans received from the Concerned Development Controlling Authority / Local Authority is for the, part FSI of the said land only and further sanction to building plans for the remaining FSI of the said land and floating FSI/TDR is yet to be received and for that the upper floor plans of Building 'D' Wing named "Malkauns" is to be approved and hence the plans have to be changed and hence the Allottee/Purchaser/s hereby gives his/her/their irrevocable consent to the Owner/Promoter herein to carry out such amalgamation, alterations, modifications in the plot layout plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Owner/Promoter feels right in their sole discretion he/they may think fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/ Apartment is situated may be interconnected or joined with any adjacent building or new building/s under development or to be developed by the Owner/Promoter and that save and except the flat/ Apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Owner/Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

Allottee/Purchaser

_____ _____ _____

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

The Allotee/Purchaser/s is /are satisfied about the all observations and performances of The Owner / Promoter which are observed / observing and performed / performing by the Owner / Promoter while developing the said project. The Owner / Promoter will comply all the conditions stipulated as above however the Owner / Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Owner / promoter shall not be further responsible for any or all conditions/ stipulations lied down by the Authority which is / are not as per the prevailing rules, regulation and Act.

AND WHEREAS the Allottee / Purchaser/s has agreed to purchase the said flat/apartment based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee / Purchaser/s strictly.

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

AND WHEREAS the Allottee / Purchaser/s has independently made himself aware about the specifications provided by the Owner / Promoter in the said flat/ apartment and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Schedule III**.

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

AND WHEREAS the Allottee / Purchaser/s has applied for flat/ apartment in the said project **"SAMRAAT SYMPHONY"** vide application no. _____ dated _____ for a _____ Bed Room Hall Kitchen flat/ apartment no. _____ having carpet area of _____ square metres and exclusive balcony/s area of _____ square meters and terrace/s area of _____ square meters on _____ floor in Wing/building "___**"** Building / wing Name _____ being constructed in the ___ phase of the said project along closed parking no. **CP-**_____ admeasuring 12.00 square metre i.e. 129.00 square feet and pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said flat/ Apartment" and further _____ square meters of limited common areas and facilities both of which are more particularly described in **Schedule IV** & **Schedule V** and the floor plan of the flat/ apartment is annexed hereto and marked as **Annexure VII.** The total salable area of the flat/apartment is _____ square meters i.e. _____ square feet.

AND WHEREAS the present status of the flat/apartment which is being allotted by virtue of this agreement is as below :-

It has been specifically agreed by the Allottee / Purchaser/s that he / she/ they have verified the stage of the construction of the flat / apartment and whole project as on date. The same has been inspected by the Allottee/Purchaser/s and he is satisfied with the progress till date, the quality and the amenities promised whatever is fitted. And also the Allottee/ Purchaser/s promises to pay the amount as per the current stage of construction of the project which is due today as per the construction stage, amounting to **Rs. _____ (Rupees**

_____ **)** within 30 days from the date of registration of this document.

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

AND WHEREAS the carpet area of the said flat/ Apartment is _____ square meters and "carpet area" means the net usable floor area of an flat/ apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat/ Apartment for exclusive use of the Allottee / Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said flat/ Apartment for exclusive use of the Allottee / Purchaser/s, but includes the area covered by the internal partition walls of the flat/ apartment. Also the 100% area of enclosed / open balcony plus 100% cupboard area plus 100% dry balcony plus 100% attached terrace area is also subject matter of the present Agreement. The subject matter of the present agreement is carpet area _____ sq.mtrs. as described above + (plus) balcony area ____ sq.mtrs. + (plus) terrace area ____ sq.mtrs. The total area of the said flat/ apartment is _____ sq.mtrs. The salable area of the entire flat/apartment for the exclusive use of the Allotteee / Purchaser/s is _____ sq.mtrs which is also _____ sq. feet.

To have the said area of the tenement which the Allottee/Purchaser/s agreed to purchase is/are actual carpet area of the tenement plus skirting and plaster thickness of the walls has to be considered. The adjacent terrace is having actual carpet area in light of the aforesaid formula. The proportionate share in the common areas, such as corridor, staircase, landings, passages, lift, entrance lobbies, all wall of the tenement, etc. is not defined separately, but which can be determined by multiplying the sum of carpet area of the **Apartment/Flat plus the (carpet) area of adjacent terrace/s plus the carpet area of the open and enclosed balconies and thus the total area arrived by a factor of 1.35 which is mentioned above as salable area.** At the time of taking the possession the Allottee/Purchaser/s at his/her/their own discretion can get the area measured through an engineer or themselves, the said flat/ Apartment in light of aforesaid principle and if any difference more than 3% in the area is found

then the consideration of the said flat/ Apartment shall be adjusted accordingly and either Owner/Promoter or Allottee/Purchaser/s as the case may be refund or pay the differential amount. After taking the possession of the said flat/Apartment by the Allottee/Purchaser/s it shall be presumed that the Allottee/Purchaser/s has/have no grievance under whatsoever head including as to built area/salable area, carpet area, height, length and width etc. of the said Apartment/Flat.

AND WHEREAS, the Allottee / Purchaser/s prior to execution of these presents has paid to the Owner / Promoter a sum of **Rs. _____ (Rupees _____ _____)**, being part payment of the sale price of the flat/ Apartment agreed to be sold by the Owner / Promoter to the Allottee / Purchaser/s as advance payment / deposit / application fee (the payment and receipt whereof the Owner/ Promoter both hereby admit and acknowledge) and the Allottee / Purchaser/s has agreed to pay the remaining price of the flat/Apartment as prescribed in the payment plan as may be demanded by the Owner/ Promoter within the time and the manner hereinafter appearing.

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Owner / Promoter has agreed to sell and the Allottee / Purchaser/s hereby agrees to purchase the flat/ Apartment and the parking as specified hereinabove.

That the consideration as agreed between the parties is on lump-sum basis. Considering the area of flat/ Apartment, parking, common area and other relevant amenities of the said project.

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

also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter/ E-mail/ cost sheet or any other form of communication given or communicated with the Allottee / Purchaser/s any time prior to this agreement is null and void and this agreement of sale shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said flat/apartment is agreed to be sold to the Allottee / Purchaser/s. The same has been explained, agreed and understood by the Allottee / Purchaser/s.

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/ Purchase/s in respect of his flat / apartment as mentioned above in the said project.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

And that the Allottee / Purchaser/s has not given / not allowed to give and cannot give any third party any rights to enforce this said agreement unless the said flat / apartment is transferred to him/ her / them through a registered conveyance deed.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT :

The Owner / Promoter shall construct on the said land, 8 (Eight) wings / buildings consisting with a podium which will be known as "**SAMRAAT SYMPHONY"** and 7 (Seven) upper floors and stilt floor on the project land in accordance with the plans, designs as approved by the concerned local authority from time to time. The details of the same has been provided hereinabove in **Table 1** and **Table 2** on Page Number 6 & Page Number 7.

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/ Apartment is situated may be interconnected or joined with any adjacent building or new building/s under development or to be developed by the Owner/Promoter and that save and except the flat/Apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats/ Apartments, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Owner/Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

The Allottee/Purchaser/s hereby gives its written unconditional assent / consent for making the changes / alterations in the building plans which may affect the Flat/ Apartment of the Allottee/ Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee / Purchaser/s also hereby agree and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour through the premises and along the premises. The Allottee / purchaser/s hereby understands and gives its unconditional assent and consent for the same.

Provided that the Owner / Promoter shall have to obtain prior consent in writing of the Allottee / Purchaser/s in respect of variations and modifications which may adversely affect the flat/ Apartment of the Allottee / Purchaser/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Owner / Promoter in compliance of any direction or

order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Owner / Promoter may also make such minor additions and alterations inside the flat / apartment only as may be required by the Allottee / Purchaser/s but nothing can be done on the external face of the flat/ apartment/ building/ wing.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT :

2.1. The Allottee / Purchaser/s hereby agrees to purchase from the Owner / Promoter and the Owner / Promoter hereby agrees to sell to the Allottee / Purchaser/s Apartment No. _____ on _____ floor in the building named _____, wing ____, Phase _____ (hereinafter referred to as "**the Flat/ Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexure VII** for the consideration of **Rs. _____ (Rupees _____ _____)** including **Rs. _____ (Rupees _____)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the **Schedule IV** and **Schedule V** as mentioned herein below.

2.2. The Allottee / Purchaser/s hereby agrees to purchase from the Owner / Promoter and the Owner / Promoter hereby agrees to sell to the Allottee / Purchaser/s Parking No **CP-_____** situated at **Basement/stilt / below podium** being constructed in the layout inclusive in the total agreed consideration of the flat / Apartment. Further that the Allottee/ purchaser/s shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Owner / Promoter.

2.3. The total aggregate lump-sum consideration amount for the Flat/ apartment alongwith parking spaces is thus **Rs. _____ (Rupees _____).** The said amount is agreed as **lump-sum** amount against the said flat / Apartment along with parking and along with the all the facilities and benefits attached to the said flat/Apartment as a member of associations of persons/apartment condominium.

2.4. The Allottee / Purchaser/s agrees and understands that timely payment/s towards purchase of the said flat/Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee / Purchaser/s has paid on or before execution of this agreement a sum of. **Rs. _____ (Rupees _____)**, as advance payment or application fee and hereby agrees to pay to that Owner / Promoter the balance amount of . **Rs. _____ (Rupees _____)**, in the following manner :-

i. Amount of **Rs. _____ (Rupees _____)**, (not exceeding 30% of the total consideration) to be paid to the Owner / Promoter within 15 days after the execution of this Agreement.

ii. Amount of **Rs. _____ (Rupees _____)** (not exceeding 45% of the total consideration) to be paid to the Owner / Promoter on completion of the Plinth of the building or wing in which the said Flat/ Apartment is located.

iii. Amount of **Rs. _____ (Rupees _____)** (not exceeding 60% of the total consideration) to be paid to the Owner / Promoter on completion of the 4th (Fourth) slab and stilt of the building or wing in which the said Flat/ Apartment is located.

iv. Amount of **Rs. _____ (Rupees _____)** (not exceeding 70% of the total consideration) to be paid to the Owner / Promoter on completion of all the slabs of the building or wing in which the said flat/ apartment is located.

v. Amount of **Rs. _____ (Rupees _____)** (not exceeding 80% of the total consideration) to be paid to the Owner / Promoter on completion of the walls of the said Flat/Apartment.

vi. Amount of **Rs. _____ (Rupees _____)** (not exceeding 90% of the total consideration) to be paid to the Owner / Promoter on completion

of the internal and external plaster of the building or wing in which the said Flat/Apartment is located.

vii. Amount of **Rs. _____ (Rupees _____)** (not exceeding 95% of the total consideration) to be paid to the Owner / Promoter on completion of the tiling of floor and wall, kitchen platform of the said flat/apartment.

viii. Balance Amount of **Rs. _____ (Rupees _____ _____)** is to be paid to the owner/promoter on completion of the lifts, water pumps, electrical fittings of staircase and stilt parking, Electro/ mechanical requirements, entrance lobby/s, paving of areas appertain to the said building / wing only and all other requirements as may be prescribed in the Agreement of sale against and at the time of handing over of the possession of the Flat/Apartment to the Allottee / Purchaser/s on or after application to Nashik Municipal Corporation for occupancy certificate or completion certificate. It is also specifically agreed that the completion of Phase III (Three) is going to happen on a later date as mentioned in Table 1 & Table 2 herein above and this balance payment has no connection with the completion of Phase III and Phase III will be completed by the owner/promoter as per the completion date of Phase III mentioned in **Table 1** and **Table 2**. From the above mentioned amount in clause number 2.4 - (i) to (viii) today the amount payable which has to be paid within 30 days from the date of registration of this document is **Rs. _____ (Rupees _____ _____).**

<u>The Price overall has been arrived and agreed upon keeping in mind the promise of the Alottee/purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction of the project.</u>

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

The Allottee/Purchaser/s herein is/are well aware that, the building in which the said flat is situated and the building is under construction on the said land, the construction of which is in progress and considering the present status of the construction of the same, the Allotee/Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Owner/Promoter herein in the manner detailed herein above.

The Allotee/Purchaser/s herein shall pay the aforesaid consideration to the Owner/Promoters herein on due date or within 8 (eight) days from the Allotee/Purchaser/s receiving the written intimation by email / courier/ speed post from the Owner/Promoter asking the Allottee/ Purchaser/s to make the payment. The Allottee / Purchaser/s herein specifically agrees that he/she/they shall pay aforesaid amount along with the service tax, VAT, GST and any other tax / cess applicable from time to time and the rate of such Service tax, VAT, GST, Cess etc. may change and the allottee/ Purchaser/s agrees to pay the above as per the prevailing rate on the day of payment. The prevailing rate can be cross verified by the allottee/ purchaser/s by visiting the web site of the concerned department / authority.

PAYMENT ON TIME IS THE ONE OF THE MAIN AND IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.

The Owner/Promoter herein informed to the Allotee/Purchaser/s herein that, aforesaid payment has to be made by the Allotee/Purchaser/s by Cheques/Demand Draft/RTGS issued/drawn in the name of "Shweta Infrastructure and Housing (I) Pvt. Ltd" payable at Nashik and agree/s to deposit all above mentioned payment in the bank i.e. **ICICI Bank Ltd.,** Nariman Point, Mumbai, Branch Escrow Account No. **000405113536. IFSC Code – ICIC0000004, Branch Name : Nariman Point.**

However in case the Allotee/Purchaser/s making any payment by any outstation cheques/demand drafts, the date of payment shall be treated as and when the said amount is credited to the account of the Owner/Promoter and only to the extent of the amount left after deduction of any commission/ collection charges or other charges which may be charged by the bank.

It is agreed that, the Allotee/Purchaser/s has to pay VAT, Service tax, GST or any other tax/ levies/ cesses as applicable time to time as per the rules, notifications of any government / government body along with the document additional to the above mentioned cost but, if at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/ surcharge etc. such as Sales Tax, VAT, GST, Work Contract Tax, Additional premium, etc or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the local authority, in respect of the said land or the said Flat/ Apartment or this Agreement or the transaction herein, shall exclusively be paid / borne by the Allotee/Purchaser/s along with interest, if any. The Allotee/Purchaser/s shall pay within 7 (seven) days to the Owner/Promoter the amount towards such tax / duty / charges / premium / cess / surcharge, etc. as and when charged and demanded by the Owner/Promoter.

2.5. The Owner/Promoter have at their sole discretion to appoint a management Company for providing the maintenance of the building/s and common amenities for a period up to a period of 5 (five) Years. The said maintenance services shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of podium and lawn on podium slab, club house, children play area above podium slab, gymnasium, Lord Ganesh Mandir, etc. lifts, security systems, and other equipment, splash pool above podium slab, etc. and provision of security services can come from any Security Agency. From the date on the letter of the possession for fit-out in respect of the said flat to the Allotee/Purchaser/s herein shall be liable to bear and pay the maintenance charges to the maintenance company. For the aforesaid purpose at the time of delivery of possession of the said flat, the Allottee/ Purchaser/s herein has agreed to pay **Rs. _____ (Rupees _____ _____)** per month up to 60 months with further revision after 60 months or before 60 months on mutual consent of Association of Apartment and other service provider. The Post Dated Cheques or ECS for the said period towards maintenance charges shall be handed over by the Allotee/Purchaser/s to the Owner/Promoter at the time taking possession of the said Flat/ Apartment. The said Association of Apartment shall cause the maintenance as stated above for the said period utilizing the said amounts. It is also understood and agreed that

in an event the monthly amount as stated above falling short for the maintenance of the project and it seems to be insufficient to keep the project in the best of its condition then the Governing body of the Association of Apartment shall take the decision to increase the maintenance amount and the same increased amount shall be binding on all the Allottee / Purchaser/s of the project and everyone shall adhere to this increase and pay the increased maintenance amount immediately without any delay to the Association of Apartment. It is further specifically agreed that the Allotee/Purchaser/s shall after 60 months contribute and pay to the said maintenance company such sums as may be determined by the said Association of Apartment having regards to inflation. The Allotee/Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, cess, or any other taxes, etc., if applicable as regards to the said maintenance service to be provided by the Association of Apartment. It is specifically agreed and covenanted that the Allotee/Purchaser/s who will become the member of the ultimate organization by purchasing the flat/apartment, shall not raise any dispute as regards the maintenance to be carried out by the Apex body of the said Association of Apartment.

The Allotee/Purchaser/s shall further also deposit with the Owner/Promoter at the time of taking possession of the said Flat/ Apartment a minimum amount of Rs.50/- (Rupees Fifty only) per square feet (saleable area) as per the size of the flat towards maintenance deposit/corpus. The amount to be paid towards the maintenance deposit/ corpus is **Rs. _____ (Rupees _____).** Total deposit received from all the allotee/ purchaser/s together will be kept by the Association of Apartment secured with some nationalized bank as a fixed deposit with four Authorized Signatories and the interest received from such fixed deposit will be used towards the maintenance of the project. The said maintenance deposit/corpus shall be handed over without any interest to the Association of Apartment of the allottee/ purchaser/s on the said being formed and within 90 (ninety) days after receiving the letter from the apex body of the Association of Apartment along with the resolutions passed in the General body meeting to take over the amount from the Owner/promoter and deposit it in the specific bank where the account of the Association of Apartment has been opened. After receiving a written request only signed by the Apex body along with the resolution as mentioned above the owner/promoter within 90 (ninety) days from

the date of this letter will hand over the entire amount collected against corpus funds by a single cheque to the Association of Apartment of the said project.

It is also understood that if the maintenance company is not able to carry out the maintenance of the project as per the set standards, they shall be given a sufficient notice of 12 (twelve) months from the apex body of the Association of Apartment and the apex body can set out a tender to look out for new maintenance company which shall be equal or better in giving services and shall have a proven track record of the same services provided.

It is specifically covenanted that the Allottee/ Purchaser/s has/have made himself/herself/ themselves well aware of the concept of maintenance through the maintenance company and the Owner/Promoter have given all necessary information thereto to the Allottee / Purchaser/s and having completely satisfied themselves, the Allottee / Purchaser/s has/have entered into these presents and further covenant not to raise any dispute thereto in future, including through the ultimate organization of the Flat / Apartment purchasers.

2.6. The Total Price is escalation-free, save and except increases which the Allottee / Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner / Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Owner / Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee / Purchaser/s, which shall only be applicable on subsequent payments. The Owner / Promoter may charge the Allottee / Purchaser/s separately for any up-gradation/ changes / additional work as specifically requested or approved by the Allottee / Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee / Purchaser/s request or approval but which have not been agreed upon herein.

2.7. The Owner / Promoter herein on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing / by digital E-mail / by SMS message / by

whatsapp message to the Allottee / Purchaser/s and the Allottee / Purchaser/s shall make payment of such due amount to the Owner / Promoter within seven days from date of receiving such intimation. The Allottee / Purchaser/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

2.8. The Owner / Promoter may allow, in his/her/their sole discretion, a rebate for early payments of instalments payable by the Allottee / Purchaser/s by discounting such early payments @ 9 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee / Purchaser/s by the Owner / Promoter. The same if requested by the Allottee / Purchaser/s and only after written consent by the Owner/ Promoter and a written statement to that effect immediately will only be considered. Any claim later after 15 days from such payment will not be considered and will not be adjusted during the full and final payment.

3. ADJUSTMENT/APPROPRIATION 0F PAYMENTS :

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

4. INTEREST ON UNPAID DUE AMOUNT :

Without prejudice to the right of the Owner / Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee / Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee / Purchaser/s to the Owner / Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner / Promoter under this Agreement, nor

shall it be construed as condonation of delay by the Owner / Promoter. The amount of interest may or may not be informed to the Allottee / Purchaser/s from time to time and can be accounted on completion of the said project/apartment, and the Allottee / Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said flat/ apartment.

4.1 The Owner/Promoter shall confirm the final carpet area that has been allotted to the Allotee/Purchaser/s 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 Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Allottee / Purchaser/s within 45 (forty-five) days with annual interest at the rate specified herein above for delayed payment, from the date when such an excess amount was paid by the Allotee/Purchaser/s. If there is any increase in the carpet area allotted to Allotee/Purchaser/s, the Owner/Promoter shall demand additional amount from the Allotee/Purchaser/s in the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.

4.2 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/ purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand draft or online payment in favour of 'Shweta Infrastructure & Housing (I) Pvt Ltd ' payable at Nashik.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY :

The Owner / Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate. The Owner / Promoter shall before handling over possession of the said flat/ apartment to the Allottee / Purchaser/s herein, obtain from the concerned planning/local authority/development controlling authority occupation /

completion certificate in respect of the said flat/ apartment. Notwithstanding anything to the contrary contained herein, the Allottee / Purchaser/s shall not be entitled to claim possession of the said flat/ apartment until the completion certificate is received from the local authority and the Allottee / Purchaser/s has paid all dues payable under this agreement in respect of the said flat/ apartment to the Owner / Promoter and has paid the necessary maintenance amount/deposit, service tax, VAT and other taxes payable under this agreement of the said flat/apartment to the Owner / Promoter.

The Allottee / Purchaser is /are satisfied about all the observations and performances of The Owner / Promoter which are observed / observing and performed / performing by the Owner / Promoter while developing the said project and making the constructions as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter. The Owner / Promoter will comply all the conditions stipulated as above, however the Owner / Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Owner / promoter shall not be further responsible for any or all conditions / stipulations which is / are not as per the prevailing rules, regulation and Act, laid down by the Authority.

Time is essence for the Owner/Promoter as well as the Allottee/Purchaser/s. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee/Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate / completion certificate. Similarly, the Allottee/ Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in **clause 2.4** herein above. ("**Payment Plan**").

Howsoever for the purpose of defect liability on towards the owner/promoter, the date shall be calculated from the date of handing over possession to the Allottee / Purchaser/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said flat/apartment / building /phase/wing as stated in the said

agreement. That further it has been agreed by the Allottee / Purchaser/s that any damage or change done within the flat/apartment sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee / Purchaser/s then the Allottee / Purchaser/s expressly absolves the owner/promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the owner/promoter.

6. DISCLOSURE AS TO FLOOR SPACE INDEX :

The Owner / Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 13641.28 square meters. The Owner / Promoter has planned to utilise Floor Space Index between 12014.32 square meter to 13500.00 square meter plus the balcony area, double height terrace area, passages, lobby, etc will be added to the above area. The Owner/ Promoter shall utilize the above Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner / Promoter has disclosed the Floor Space Index as proposed to be utilised by him on the project land in the said Project in the IOD plan annexed herewith as **Annexure - V** and Allottee / Purchaser/s has agreed to purchase the said flat/ Apartment understanding the present construction going on the said land and the proposed construction and sale of flats/ apartments to be carried out by the Owner / Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/Purchaser/s and the floor space index (FSI) available & utilized till date is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI/FAR/TDR or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Owner/Promoter shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other **FSI** / **PREMIUM FSI/ FSI FOR ROAD, AMENTIES SPACE ETC /TDR** (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land or any other land. The Allottee/Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and no separate consent will be required in this regard.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :

The Owner / Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Owner / Promoter in the title report of the advocate. The Owner / Promoter has also disclosed to the Allottee / Purchaser/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/ Purchaser/s. as required by the law. The Allottee / Purchaser/s having acquainted himself/herself/ themselves with all facts and right of the Owner / Promoter and after satisfaction of the same has entered into this Agreement.

8. SPECIFICATIONS AND AMENITIES :

The Specifications and amenities of the flat/apartment to be provided by the Owner / Promoter in the said project, in the said flat/apartment are those that are set out in **Schedule III** herein below. Also the Common amenities for the said project on the said land are set out in the **Schedule IV** herein below. As the project is multi storied buildings/wings and considering to maintain the stability of the buildings/wings and internal structures, the allottee/ Purchaser/s are being specifically informed that the consultants of the project have not allowed any internal changes. As per the policy of the company of owner/promoter there shall be no customisation permitted inside the said flat/apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed.

Allottee/Purchaser

_____ _____ _____

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES

9.1. The Allottee / Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner / Promoter with such permission, approvals which would enable the Owner / Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee / Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2 The Owner / Promoter accepts no responsibility as per clause no 9.1 and the matter mentioned therein. The Allottee / Purchaser/s shall keep the Owner/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser/s to intimate the same in writing to the Owner / Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner / Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee / Purchaser/s and such third party shall not have any right in the application/allotment of the said flat/ apartment applied for herein in any way and the Owner / Promoter shall be issuing the payment receipts in favour of the Allottee / Purchaser/s only.

10. POSSESSION OF THE FLAT/APARTMENT :

10.1. **Schedule for possession of the said flat/ Apartment** :- The Owner / Promoter agrees and understands that timely delivery of possession of the flat/ Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Owner / Promoter

and taxes thereon are paid by the Allottee/ Purchaser/s/s in respect of the said flat/ apartment, in terms of these presents, The Owner / Promoter, based on the approved plans and specifications, assures to hand over possession of the said flat/ Apartment on **__/__/____**.

Provided that the Owner / Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/s and the Owner / Promoter for giving possession of the flat/Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the flat/Apartment is to be situated is delayed on account of force majeure as mentioned below.

(i) The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause No. 2.4 written herein above.

(ii) Any extra work required to be carried in the said Flat/ Apartment as per the requirement and at the cost of the Allottee/Purchaser/s.

(iii) Non-availability of steel, cement, natural sand, small stones (khadi) or any other building materials, water or electric supply.

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

(v) Any notice, order, rules or notification of the Government and/or public or competent authority.

(vi) Any permission or sanction from the concerned authorities being delayed inspite the same being followed up by the Owner/Promoter.

(vii) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies inspite of the same being followed up by the Owner/Promoter as the said project contains modern amenities and facilities.

(viii) Any litigation or any order of any Court or judicial forum.

The Owner/Promoter herein will complete the construction of the said Flat/ Apartment in all respect on or before **__/__/____**. After completion of construction in all respects in respect of the said Flat/ Apartment the Owner/Promoter herein will inform in writing to the Allottee/Purchaser/s that the said Flat/ Apartment is ready and on receipt of such letter the Allottee/Purchaser/s herein shall inspect the said Flat/ Apartment and get satisfied according to the terms and conditions of this

agreement. After Allottee/Purchaser/s is/are satisfied herself/himself/ themselves as aforesaid, at his/ her/their request the Promoters herein shall give the possession of the said Apartment/Flat to the Allottee/Purchaser/s on payment of all dues payable by the Allottee/Purchaser/s, along with 60 post-dated Cheques / ECS for monthly maintenance from the following month of such letter given to Allottee/Purchaser/s that the Flat/ Apartment is ready and conditionally the Allottee/Purchaser/s herein has/have not committed any default in payment of consideration in installment on due date to the Owner/Promoter in pursuance of these presents. If the Owner/Promoter fails to deliver the possession within prescribed period as described hereinbefore, the allottee/ Purchaser/s will be entitled for the amount of compensation as stated herein above similar to the delayed payment for the amounts paid towards Apartment/Flat till the delivery of the possession.

It is further agreed between the parties hereto that, after receiving the possession of the said Flat/ Apartment by the Allottee/Purchaser/s in pursuance of this clause, the Allottee/Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Owner/Promoter herein. It is further agreed between the parties thereto that on receipt of possession of the said Flat/ Apartment by the Allottee/Purchaser/s in pursuance of these presents, it shall be presumed that Allottee/ Purchaser herein has/have accepted the said Flat/ Apartment on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head. The Owner/Promoter shall obtain the Completion Certificate from the concerned authorities within reasonable time from the date of handing over of the possession for fit-out if the allottee/ purchaser/s has demanded the same before receiving the completion/ occupancy certificate. Only after receipt of the Completion / Occupancy Certificate the Allottee/Purchaser/s shall be entitled to use and occupy the said Flat/ Apartment for its intent of residing/residential purpose.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee / Purchaser/s agrees that the Owner / Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee / Purchaser/s agrees and confirms

that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner / Promoter shall refund the Allottee/ Purchaser/s the entire amount received by the Owner / Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee / Purchaser/s, Allottee / Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Owner / Promoter and that the Owner / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2. **Schedule for possession of the Common amenities** : The Owner / Promoter herein is developing the said land which consists of various phases having common amenities like club house, lawn on podium slab etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Owner / Promoter, assures to hand over possession of the said common amenities on **31/03/2018** which is mentioned in **Phase III** of **Table 1** and **Table II** herein above. The Allottee/ Purchaser/s/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said flat/ apartment on the ground of non-completion of aforesaid common amenities.

That the Allottee / Purchaser/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy/ completion cetrificate from the competent authority possession of the said flat/apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat / apartment and he can cohabit in the said flat / apartment. However if the developer is not allowed by the Allottee / Purchaser/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

10.3 **Procedure for taking possession** - The Owner/Promoter, upon obtaining the occupancy / completion certificate from the competent authority shall inform the allotee/ purchaser/s about the receipt of the same in writing, on receiving the intimation/ notice of the same, the allottee/purchaser/s shall make the payment as per the agreement to the Owner /

Promoter within 15 (fifteen) days from the date of issue of such notice / intimation from the Owner/Promoter and he/they shall give the possession of the Apartment/Flat to the Allottee/Purchaser/s on receipt of the full payment and all requirements as per this agreement. The Owner Promoter agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee/Purchaser/s agree(s) to pay the maintenance charges as determined by the Owner/Promoter or association of Allottee/Purchaser/s, as the case may be. The Owner/Promoter on its behalf shall offer the possession to the Allottee/ Purchaser/s in writing within 15 (fifteen) days of receiving the occupancy / completion certificate of the Project.

10.4 Failure of Allottee/Purchaser/s to take Possession of Apartment/Flat - Upon receiving a written intimation from the Promoter as per clause 10.3, the Allottee/ Purchaser/s shall take possession of the Apartment/Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/flat to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in clause 10.3, in such an event, the Allottee/Purchaser/s shall be liable to pay maintenance charges as applicable and interest on the remaining payment @ 24% per annum. The rate of 24% per annum on the balance payment is applicable only after completion / occupancy certificate is received and the flat / apartment is complete for occupation / residing. In the case of the allottee / purchaser/s not able to clear the balance payment within 3 (three) months of receiving the completion / occupancy certificate and the notice / intimation for the same has been sent three times within three months then the owner/promoter is at liberty to cancel the said flat / apartment and return the received amounts against the flat without any interest within 9 (nine) months of such cancellation or the sale of the flat / apartment which ever happens early.

The Allottee/Purchaser/s shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of parking his own vehicle only.

10.5 The Allottee/Purchaser/s alone along with family and relatives shall use the said Apartment/Flat or any part thereof or permit the same to be used for residential purpose only as shown in the sanctioned plan, provided that, any Occupier/s of any flat/ Apartment in the building/s shall not use the same for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, company guest house, guest house, Bachelors accommodation for students, rentals on cot basis, Lodging, Boarding, tuition classes, tutorials, beauty parlor, crèach, baby sitting, doctors clinics, professionals office, or any other commercial activity or for any illegal or immoral purpose. Any act of the above mentioned activities will lead to serious consequences and the apex body of the Association of Apartment managing the project **"SAMRAAT SYMPHONY"** will take immediate steps in any legal way to put an end to this kind of use. And a Penalty of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** per month will be imposed until such activity is stopped. The Allottee/ Purchaser/s shall use their allotted parking space/s (if any allotted to them) only for the purpose for parking the Allottee/Purchaser/s own two / light four wheeler vehicle but the Allottee/Purchaser/s is /are not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee/Purchaser/s shall not be entitled to park his/her/ their any two/ four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking of two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Owner/Promoter till handing over the administration to the Association of Apartment and thereafter from the apex managing committee of such Association of Apartment. The Owner/Promoter shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any apartment/flat in the project after the said project has been handed over to such Allottee/Purchaser/s or the Association of Apartment by the Owner/Promoter. It is very clearly understood by the allottee/ purchaser that allotted parking in this agreement is the only parking he/she/they are allowed to use for their personal parking only.

10.6. **Compensation -** That the Allottee / Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the Owner/Promoter up and until the conveyance of the said building/phase/ Wing and the said land thereunder.

10.7. Except for occurrence of the events stating herein above, if the Owner / Promoter fails to complete or is unable to give possession of the flat/ Apartment

(i) in accordance with the terms of this Agreement duly completed by the date specified herein; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/ Promoter shall be liable, on demand to the Allottee / Purchaser/s, in case the Allottee / Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat/Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 90 days after receiving the application in writing requesting for withdrawal by the Allottee/ Purchaser/s.

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

11. TERMINATION OF AGREEMENT:

11.1 Without prejudice to the right of owner/promoter to charge interest as per the terms mentioned herein above, on the Allottee/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/s to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser/s committing three defaults of payment of installments (three defaults means even if one single installment is not paid for three consecutive months), the Owner/Promoter will send three reminders for consecutive three months and on still not receiving the payment with interest as applicable written herein above, the owner/promoter shall at his own option terminate this Agreement and refund the payment received after deducting 10% cost of the flat / apartment as termination amount and return the balance amount within 6 (six) months of such termination. The date of termination will be calculated from the date of termination notice send. This clause has been very specifically and categorically

discussed with the allottee / purchaser/s before the registration of this document and it has been agreed by the allottee / purchaser/s for the implementation of this clause without any hindrance.

Without prejudice to the right of the Owner/Promoter to take action or breach arising out of the delay in the payment of the installments on the due dates, the Allottee/Purchaser/s shall be bound and liable to pay interest @ 2% per month or part thereof, on all the amounts which become due and payable by the Allottee/Purchaser/s to the Owner/Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner/Promoter under this agreement, nor shall it be construed as condoning of the delay by the Owner/Promoter against delay in payments by the Purchaser/s to terminate this document.

Provided that, Owner/Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD at the address provided by the Allottee/Purchaser/s and mail at the e-mail address provided by the Allottee/Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser/s 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 Owner/Promoter shall refund to the Allottee/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/Promoter) within a period of ninety days of the termination, the installments of sale consideration of the flat/Apartment which may till then have been paid by the Allottee/Purchaser/s to the Owner/Promoter after deducting the agreed amount as mentioned herein above.

It is also agreed by and between the parties hereto that upon the termination of this agreement, and after deducting 10% amount of the total consideration as the earnest money, which the Owner/Promoter herein is entitled to forfeit the same, the Owner/Promoter shall refund to the Allottee/Purchaser/s the installments or payments which the Allottee/Purchaser/s might have paid to the Owner/Promoter till that point of time but without any interest, the aforesaid amount shall

be paid by the Owner/Promoter to the Allottee/Purchaser/s by cheque within 90 days, or a post dated cheque of 90 days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Owner/Promoter shall on day one of notice, be entitled to resale the said Flat/ Apartment and/or dispose Off or otherwise alienate the same in any of the manner as the Owner/Promoter herein in its sole discretion as it thinks fit. In case the Allottee/Purchaser/s has/have taken/availed any housing loan from any financial institution or bank then in case of such termination/cancellation of the said flat / Apartment by the Owner/Promoter, no consent from such financial institution or bank shall be required, and in such an eventuality the said loan amount which has been disbursed by the said financial institution/bank to the Owner/Promoter shall be paid by the Owner/Promoter without any interest or penalty thereon to the financial institution or bank directly.

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

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the flat/Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Owner/Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment/ flat of phase / wing in specific the structure or the said flat/apartment /wing /phase of the said building which shall include but no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser

shall not make any alterations in the bathroom, toilet & kitchen, which may result in seepage of the water. If any such works carried out without the written consent of Owner/Promoter the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Owner/Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment/Flat by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that the regular wear and tear of the Flat/ Apartment/ Building / Wing includes minor hair line cracks on the external and internal wall excluding the R.C.C. structure and which also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.

Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, Switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be in sustainable and in proper working condition. It is the responsibility of the allottee/ purchaser/s to continue warranty on the products/ equipment used inside the flat/apartment by renewing the annual maintenance contract at his cost and it is the responsibility of the apex body of Association of Apartment to keep on renewing the annual maintenance contract of the products / machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the owner/ promoter automatically becomes void.

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

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

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

13. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-

13.1 Considering the Owner / Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be only one Association of Apartment of Allottee / Purchaser/s which may be formed by prevailing local laws as may be applicable to the said project, which the Owner / Promoter has conveyed to the allottee/ purchaser/s and feels that this is suitable for the flat / apartment holders in the said project which is under construction on the said land.

13.2 The Allottee/Purchaser/s along with other allottee / Purchaser/s of Apartments/Flats in the building shall join in forming and registering the Association of Apartment to be known by **"SAMRAAT SYMPHONY"** Association of Apartment and for this purpose the allottee/purchaser/s from time to time will sign and execute the required application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment and for becoming a member, including the byelaws of the proposed Association of Apartment and will duly fill in, sign and return to the owner/Promoter within seven days of the same being forwarded by the owner/ Promoter to the Allottee/ Purchaser/s, so as to enable the Owner/ Promoter to register the Association of Apartment of Allottee/ Purchaser/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Owner/Promoter for registering the Association of Apartment, the Owner/Promoter shall not be liable for any delay in the formation of the

Association of Apartment, as the case may be and if the allottee/ Purchaser/s neglects or any of the Allottee/Purchaser/s continues to neglect for a period of (4) four months, then the Owner/Promoter shall be relieved of their obligation to make him /them the member of the Association of Apartment or forming the association of Apartment if the minimum numbers required are not there. If the minimum members required to form the Association of Apartment is there then the same shall be formed by all the other flat/ apartment holders to have signed and given the necessary documents. No objection shall be taken by the Allottee / Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Association of Apartment.

13.3 The Owner/Promoter shall, within 6 (Six) months of completion / occupation certificate received for the last phase as mentioned in Table 1 and Table 2 herein above, as aforesaid, cause to be transferred to the Association of Apartment, all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed, failing/ or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Owner/Promoter by the allottee/purchaser/s the Owner/Promoter shall not be liable for any delay for the transfer of all the rights and interest in favor of Association of Apartment, as the case may be and if the defaulter neglects or any of the Allottee/Purchaser/s continues for a period of (4) four months, then the Owner/Promoter shall be relieved of their aforesaid obligation, which shall thereafter be responsibility of tenement holders.

14. CONVEYANCE / DEED OF THE SAID FLAT/APARTMENT:-

The Owner / Promoter, on receipt of complete amount of the Price / cost agreed herein above along with all other receivables against the said Flat/ Apartment under this Agreement from the Allottee / Purchaser/s, shall execute a conveyance deed / Apartment deed and convey the title of the said flat/apartment not later than 6 (six) months from the date of receiving the completion / occupancy certificate from the Nashik Municipal Corporation along with proportionate indivisible share in the Common Areas to the Association of Apartment, which will be formed and all the right, title and interest of the Owner / Promoter/original owner in the aliquot part of the said land i.e. said project referred in **Schedule-I**, it is agreed to by and between the parties hereto within

6 (six) months from the issuance of the completion / occupancy certificate. **THIS CONVEYANCE/ DEED OF APARTMENT WILL ONLY BE FOR THE BUILDING IN WHICH THE SAID FLAT/APARTMENT IS LOCATED ALONG WITH THE LAND BELOW THE PLINTH OF THIS BUILDING/WING ONLY.** However, in case the Allottee / Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee / Purchaser/s authorises the Owner / Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues stamp duty and registration charges to the Owner / Promoter is made by the Allottee / Purchaser/s. It is also clearly conveyed to the allottee/ purchaser/s that the conveyance of the completed project land along with all amenities / apparatus / rights and title will be transferred only after 6 (Six) months of the completion / occupation certificate received of the last phase / the last date of completion as mentioned in Table 1 and Table 2 herein above.

15. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

15.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of flat/apartment by the Owner/ Promoter to the Allottee / Purchaser/s of the flat/apartments under the Value Added Tax Act 2002 and as per the aforesaid act, it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee / Purchaser/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this transaction, to the Owner / Promoter herein and enable the owner / Promoter to deposit/pay the same to the Government of Maharashtra.

15.2 The Allottee / Purchaser/s herein is well aware that, the Central Government of India has imposed Service Tax as provided under the aforesaid act out of the transaction for the sale of flat/ apartment by the Owner / Promoter to the Allottee / Purchaser/s and as per aforesaid act it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee / Purchaser/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this

transaction, to the Owner / Promoter herein and enable the owner / Promoter to deposit/pay the same to the Central Government of India.

15.3 It is also agreed that if at any time, after the execution of this agreement, the service tax and Value Added Tax (VAT) gets merged with the Goods and Service Tax **(GST)** or any other form of tax is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement by adding or increasing additional taxes/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/role/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said flat/ apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee / Purchaser/s. The Allottee/ Purchaser/s hereby, always indemnifies the Owner / Promoter from all such levies, cost and consequences. Provided that the Owner / Promoter shall provide to the Allottee / Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

15.4 Within 15 (fifteen) days after notice in writing is given by the Owner / Promoter to the Allottee / Purchaser/s that the flat/ Apartment is ready for use and occupancy, the Allottee / Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the flat/ Apartment) all outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment is formed and the said structure of the building/s or wings is transferred to the Association of Apartment, the Allottee / Purchaser/s shall pay to the Owner / Promoter such proportionate share of outgoings as may be determined and demanded by the owner/promoter. The Allottee / Purchaser/s further agrees that till the Allottee / Purchaser/s share is so determined the Allottee / Purchaser/s shall pay to the Owner / Promoter provisional monthly

contribution of **Rs. _____** per month towards the outgoings expenses as mentioned herein above. The amounts so paid by the Allottee / Purchaser/s to the Owner / Promoter shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above. The Owner / Promoter will do the same until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Association of Apartment as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits collected @ Rs 50/- per square feet for corpus fund (less deduction provided for in this Agreement) shall be paid over by the Owner / Promoter to the Association of Apartment, as already mentioned herein above.

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

15.6 That the Allottee / Purchaser/s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority or there is likely to be low water supply from the local authority, then it is clearly understood by the Allottee / Purchaser/s that he/she/them have to pay for the water charges either bought in by tanker or any other form once the flat/apartment is handed over as per the conditions mentioned herein above. The proportionate share of the expenses borne for getting water through water tankers will be divided between the residents of the flat/apartments of all the sold flats/ apartments and the same has to be promptly paid to the Association of Apartment after it is made. It will be the responsibility of the Association of Apartment to bring in water for use of the residents by way of

tanker and pay directly from their outgoing expenses once the project is handed over by way of conveyance to the Association of Apartment as mentioned herein above.

It is also made aware to the Allottee/Purchaser/s that if there is no water supply pipeline within 100 meter range of the said project the owner/promoter will make application to the Nashik Municipal Corporation and their competent authority to supply water by the common pipeline till the compound wall or if such water line is available until 100 meter from the periphery of the said project then the owner/promoter will get in the water by putting the pipeline at his own cost upto 100 meter but beyond 100 meter the Owner/promoter has to wait and pursue the Nashik Municipal Corporation to get the water line upto the said project as the owner / promoter has paid the entire development charges, water charges for the said project and it is a responsibility of the Nashik Municipal corporation to provide drinking water supply line and drainage line upto the said project. In such case the Allottee/ Purchase/s is also made aware that in the eventuality of water supply line not being there water will be bought in by tankers and the Allottee/purchase/s will have to bear the charges till the Nashik Municipal Corporation provides such water by pipe line connection.

16. DEPOSITS BY ALLOTTEE / PURCHASER/S/S WITH THE OWNER / PROMOTER:-

The Allottee / Purchaser/s shall on or before delivery of possession of the said flat / apartment shall pay the Owner / Promoter, the following amounts:-

(i) Rs. 2,000/- for share money, application entrance fee of the Association of Apartment.

(ii) Rs. 8,000/- for formation and registration of the Association of Apartment.

(iii) **Rs. _____** towards corpus fund which will be transferred to the Association of Apartment by making a fixed deposit towards provisional monthly contribution towards outgoing of Association of Apartment.

(iv) Rs. 40,000/- for Deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.

17. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:

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

a) The Owner / 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 Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

e) All drawings, sale plans, other drawings are as given to the Owner / Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee / Purchaser/s and the Allottee / Purchaser/s is aware that professional liability have been undertaken by them individually along with the Owner/promoter which shall prevail on these consultants individually or cumulatively along with the owner / promoter if there is any loss/ harm that is caused to the Allottee / Purchaser/s based on these said details.

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

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

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

i) The Owner / Promoter confirms that the Owner / Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee / Purchaser/s in the manner contemplated in this Agreement;

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

k) The Owner / Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the Occupancy / Completion Certificate received from the competent authority and conveyance of land and building is passed on to the Association of Apartment;

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

18. COVENANTS AS TO USE OF SAID FLAT/APARTMENT:- The Allottee / Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/ Apartment may come, hereby covenants with the Owner / Promoter as follows for the said Flat/ Apartment and also the said project in which the said Flat/Apartment is situated.

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

b) Not to store in the Flat/ Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/ Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or

likely to damage the staircases, common passages or any other structure of the building in which the Flat/ Apartment is situated, including entrances of the building in which the Flat/ Apartment is situated and in case any damage is caused to the building in which the Flat/ Apartment is situated or the flat/ Apartment on account of negligence or default of the Allottee / Purchaser/s in this behalf, the Allottee / Purchaser/s shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Flat/ Apartment and maintain the Flat/ Apartment in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee / Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/ Apartment is situated or the Flat/ Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser/s committing any act in contravention of the above provision, the Allottee / Purchaser/s shall be responsible and liable for the consequences thereof the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat/ Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/ Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/ Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/ Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of red brick / light weight cement blocks / hollow cement concrete blocks, slabs or RCC, RCC Pardi or other structural members in the Flat / Apartment without the prior written permission of the Owner / Promoter, the architect for the project, the RCC consultant for the project and/or the Association of Apartment.

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

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

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

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

i) The Allottee / Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/ Apartment until all the dues payable by the Allottee / Purchaser/s to the Owner / Promoter under this Agreement are fully paid up and until the conveyance of the said flat/apartment is done in the name of the allottee/ purchaser/s.

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

k) Till a conveyance of the structure of the building in which Flat/ Apartment is situated is executed in favour of Association of Apartment, the Allottee / Purchaser/s shall permit the Owner/ Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said flat / apartment, wing, building/s and the said project or any part thereof to view and examine the state and condition thereof.

l) That the Allottee / Purchaser/s shall indemnify and keep indemnifying the Owner / Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach,

non-observance or non-performance of such obligations given specifically herein to the Allottee / Purchaser/s.

m) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Owner / Promoter and the Allottee / Purchaser/s and the same shall be paid by the allottee/purchaser/s as agreed mutually.

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

o) That the parking spaces sold to the Allottee / Purchaser/s shall be used only for the purposes of parking of his/her/their own vehicles of private use and no commercial vehicles like bus, truck, mini-van, small pick-up vans etc. is allowed to be parked. It is also informed that the said space is designed and made for use of parking a car, four wheeler like car and similar vehicles & vehicle of not more than five tonnes and not more than 2.20 meters height. That this has been clearly made aware to the Allottee / Purchaser/s and the same has been agreed by the Allottee / Purchaser/s.

Both the parties hereby agreed for the following covenants -

(I) SPECIFIC COVENANTS:

a) The Allottee/Purchaser herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Flat / Apartment during the course of construction with prior permission of the Owner/Promoter and on a pre-appointed time and date only and will follow all the safety norms describe on site by the owner/promoter or their contractors.

b) The Allottee/Purchaser shall not be entitled to carry out any modification or changes in the said Flat / Apartment during or after the construction of the said Flat / Apartment without the prior written permission and consent of the Owner/Promoter, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Owner/Promoter and their approval in writing only.

c) There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allotte/Purchaser/s in the manner as stated in this agreement or the pipe line will be in the duct or pipeline on the parapet wall of attached terrace or top terrace which is accessible through the flat/ Apartment and the Allottee/Purchaser/s after taking possession thereof shall permit the Owner/Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance through their flat and/ or on their parking (if any allotted) for the same the Allottee/Purchaser/s shall temporary remove his/her/their vehicles from the car parking to carry on the maintenance works and repairs.

d) The Allottee/Purchaser/s herein admits and agrees to always admit that the Owner/Promoter is always ready and willing on all payment payable by the Allottee/Purchaser/s under this agreement to the Owner/Promoter and to execute the conveyance in respect of the said Flat / Apartment on completion of construction thereof, to grant possession of such Flat / Apartment. The grant of completion/occupancy certificate by the concerned authority, in respect of the said Flat / Apartment shall be conclusive proof as to completion of construction of the said Flat / Apartment.

e) If at any time, after execution of this agreement, any additional tax/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land of the said project or the said Flat / Apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Allottee/Purchaser/s hereby, always indemnifies the Owner/Promoter from all such levies cost and consequences.

f) After the Owner/Promoter obtaining the completion/ occupancy certificate in respect of the said project / said wing where the Flat/ Apartment is situated, the owner/ promoter shall also execute such other document as required such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, Deed of Apartment, Transfer Deed etc., which ever may be required by the allottee/ purchaser/s or whatever the owner/ promoter feels suitable by

the law. The charges payable towards the same if any applicable will always be borne by the Allottee/purchaser/s.

g) The Allottee/Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of Flat / Apartment to whomsoever the owner/promoter may deem fit and also against allotment of any exclusive right to use garage, Parking Spaces, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. also on ground of health hazards without any official proof towards it and that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same will not be required.

h) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Flat / Apartment. The Allottee/Purchaser/s shall have no claim save and except in respect of the said Flat / Apartment hereby agreed to be sold to him/her/them and all common lawns above podium slab, club house, children play area above podium slab, gymnasium, Lord Ganesh Mandir etc. will remain the property of the Owner/Promoter until the said land and building is Conveyed to the Association of Apartment as mentioned here in above and thereafter all the common amenities herein above will be the common property of the Association of Apartment and will be governed and maintained under the apex body of the Association of Apartment.

i) Any delay tolerated or indulgence shown or omission on the part of the Owner/Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/Purchaser/s by the Owner/Promoter shall not be construed as the waiver on the part of the Owner/Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/Purchaser/s nor shall the same in any manner prejudice the rights of the Owner/Promoter.

j) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Flat/ Apartment in the building/wing / Project. All the power, authorities and right of all the unsold Flat/ Apartment in the entire said project and any additional addition, if any, to the project herein shall be always be with the Owners/Promoter's only and the owner / promoter will always have over all right to dispose of unsold flat/ Apartment and allotment of exclusive rights to use and sell un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Owner / Promoter will alone have the entire right to collect all the consideration from such disposed Flat/ Apartment, parking space, terrace, etc. The Owner/ Promoter will also have the singular right to collect amount from the sold flats/apartments before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/Purchaser/s or any other tenement holder in the building or members of the apex body / ad-hoc committee or Association of Apartment or the maintenance company as the case may be will not have any right on the above nor shall they have any right to demand any amount from the Owner/Promoter herein in respect of the unsold Flat / Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

k) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter shall have all the rights under this agreement and other agreements in respect of the other Flat/ Apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Flat/ Apartment in the building /wing is received by the Owners/Promoters.

l) The Owner/Promoter herein have not undertaken any responsibility nor have they agreed anything with the Allottee/Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Owner/Promoter, other than the terms and conditions expressly provided under this agreement.

m) If any space open to sky adjacent to the flat/ apartment at podium floor level approved as adjacent terrace or attached terrace on any floor or top terrace above any flat/ apartment,

has/have been allotted by the Owner/Promoter to the Allottee/Purchaser/s of any flat/ apartment in the wing/ building/s, such respective allottee/purchaser/s and Occupier of such flat/ apartment shall enjoy using the same as his personal attached garden, varandah or attached terrace etc. but is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, verandah etc., or to use any part of the terrace or parapet wall as the part of the flower bed or water body etc. if the allottee / purchaser/s or Occupier of flat/ apartment holders in the wing/ building/s commit breach of this condition, the Owner/Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/ purchaser/s or occupier and recover the cost of removal from such allottee/ purchaser/s or occupier. In light of this condition, the Allottee/Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use in the attached terrace, verandah, open space, attached gardens, parking space etc. along with the said Flat/ Apartment, if any.

n) The Allottee/Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board. And which includes operation of the sewerage treatment plant / Water treatment plant, rain water harvesting, etc as may be applicable and if provided. The Allottee/Purchaser/s hereby gives his/her//their consent and no objection to the Owner/Promoter and later to the Association of Apartment / the maintenance company to operate and run facilities such as sewerage treatment plant/ water filtration plant, rain water harvesting, as may be applicable and if provided etc. as per the rules and regulations imposed by the concerned authorities.

o) The Allottee/Purchaser/s is aware that some or all of the attached terraces/balcony of certain floors/all floors are partially covered or directly exposed to sky.

p) The Allottee/Purchaser/s is aware that common facilities and common amenities like podium, lawns above podium slab, club house, children play area above podium slab, gymnasium, etc. would be developed at the end of the project and that the same may take additional time of 12 to 18 months even if the possession of the said Flat/ Apartment is handed over to the Allottee/Purchaser/s and the Allottee/Purchaser gives his/her/their consent to the

same. The date of the same has been clearly mentioned and written in the Table 1 and Table 2 of Phase III herein above.

q) In case after the possession of the said Flat/ Apartment is handed over to the Allottee/Purchaser/s and the Allottee/Purchaser/s wants to let out or rent or lease or give on leave and license basis the said Flat/ Apartment, then in such an event, the Allottee/Purchaser/s shall inform in writing to the Owner/Promoter or the Apex body of the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. from the Owner/Promoter and subsequently the apex body of the Association of Apartment and only after receiving the N.O.C. the allottee/purchaser/s can rent out, lease etc the flat/ apartment. The allottee/ purchaser/s and the Licensee of the Leave and license/ occupier of the flat/apartment who has taken on rent, have to compulsory adhere by the terms and conditions as mentioned in the N.O.C. and comply with them.

r) **"SAMRAAT SYMPHONY"** project is a large project with a lot of amenities and facilities. The possession of the flat/ apartment in the project will be delivered to the respective allottee/ purchaser/s after completion of the construction of the Flat/Apartment / Wing / building and its construction in all respect and after receiving the completion / occupancy certificate from the Nashik Municipal Corporation. Further it is clearly informed to the Allottee/ Purchaser/s that completion of common facilities of the building/s will only happen in further 18 months in which such tenement is situated or after the completion of the last wing / building as mentioned in phase III in Table 1 and Table 2 herein above and will be handed over to the apex body of the Association of Apartment.

s) It shall be the duty of the Allottee/ Purchaser to take insurance cover for the said Flat/ Apartment as may be required by him/her/them or under law.

t) It is clearly stated and understood by the Allottee/purchaser that the flat will not be given for possession without the complete civil work done. No civil work or changes will be allowed at all as stated above. Only furniture work can be carried out by the allottee / purchaser/s if demands the possession for fit out after the flat/ apartment is ready in all respect but before the completion / occupancy certificate is received from the local authority. A letter for

possession for fit out has to be signed by the allottee / purchaser/s as per the guidelines of the Owner/Promoter / the apex body of the Association of Apartment. The allottee/ purchaser/s is also made to understand very clearly that he/ she/they can take the possession for making of furniture before the completion / occupancy certificate is received from the local authority but cannot reside / stay in the flat/ apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/ purchaser/s that if he /she/they desire to take the possession for carrying out the furniture work only then also they have to pay the balance 5% amount or any balance amount along with all applicable taxes and maintenance charges etc as stated above and only after receiving the same the owner / promoter will give in writing the letter of possession for fit out. It is also very clear with the alottee/ purchaser/s that the letter of possession for fit out does not grant him / her/ them the right to stay / occupy the flat / apartment.

u) The Allottee/Purchaser has/have read and understood the general rules relating to the concept of **"SAMRAAT SYMPHONY" "Way of Better Living"** and which is annexed hereto in a small form and attached here as **Annexure - XI** and the Allottee//Purchaser/s do hereby agree and covenant to abide by the same now and always. The same will be amended from time to time by the owner/promoter and subsequently the apex body of the Association of Apartment and the Allottee//Purchaser do also agree to abide by the revised Rules and Regulations which will be applicable on the given day.

(II) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

a) The Owner/Promoter herein has reserved the right to amalgamate the adjoining lands with the said land for effective development.

b) The Owner/Promoter herein has specifically informed to the Allottee/Purchaser/s and Allottee/Purchaser/s herein is/are also well aware that, the Owner/Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows, terrace Railing etc. and hence the Allottee/Purchaser/s or any owner or occupier of the flat/Apartment in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on

terraces, change the colour of the outer wall/ change windows and its glass, change the railing or any alteration that will disturb or spoil the elevation or the homogeneity of the entire design and elevation. The Allottee/Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Owner/Promoter herein have agreed to allot and sell the said Flat/ Apartment to the Allottee/Purchaser/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.

c) The Owner/Promoter herein has reserved the right to divide the scheme phase wise or to have entire scheme as one scheme.

d) The Owner/Promoter herein is providing amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, CCTV camera with footage recording and monitoring system, fire-fighting systems, podium, lawn above podium slab, Lord Ganesh temple, splash pool above podium slab, gymnasium, one club house, one kids play area with few equipment, for the flat/ apartment holders in the project. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Owner/Promoter shall not be responsible for further maintenance of the amenities in the said project after handing over of premises to Association of Apartment and the apex body shall then set its own norms for use of Common amenities. It is further agreed that the Owner/Promoter shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities or any other amenities in the said project.

19. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner / Promoter herein has decided to have the name of the Project **"SAMRRAT SYMPHONY"** and building will be denoted by **Wing A - MALHAR, Wing B- SAARANGA , Wing C - BASANT, Wing D - MALKAUNS, Wing E – BHUPALI, Wing F - RAGESHRI, Wing G - ASAVARI, Wing H – BHAIRAVI** as has been decided by the Owner / Promoter and further erect or affix Owner / Promoter's name board at suitable places as decided

by the Owner/ Promoter herein on a building and at the entrances of the scheme. The Allottee / Purchaser/s in the said project/building/s, or all the Allottee/ Purchaser/s, member of the Association of Apartment or the Apex body of the Association of Apartment are not entitled to change the aforesaid project name and remove or alter Owner / Promoter's name board in any circumstances. This condition is also an essential and important condition of this Agreement.

20. ENTIRE AGREEMENT AND RIGHT TO AMEND:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/ apartment. This agreement may only be amended through written consent of the Parties.

21. RIGHT OF ALLOTTEE / PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee / Purchaser/s hereby agrees to purchase the Flat/ Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottee / Purchaser/s (or the maintenance agency appointed by it and performance by the Allottee / Purchaser/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee / Purchaser/s from time to time.

22. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT:

The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee / Purchaser/s after the construction of the Building is complete and the completion / 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 continuation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Owner / Promoter shall refund the

excess money paid by Allottee / Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee / Purchaser/s. If there is any increase in the carpet area allotted to Allottee / Purchaser/s, the Owner / Promoter shall demand additional amount from the Allottee / Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated architect as an expert be appointed mutually to take his expert opinion of measuring the said flat/apartment and submitting the said details.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER/S AND SUBSEQUENT ALLOTTEE / PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottee / Purchaser/s of the Flat/ Apartment, in case of a transfer, as the said obligations go along with the Flat/ Apartment for all intents and purposes.

That the Allottee / Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Owner / Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee / Purchaser/s to the Owner / Promoter for the same; save and except his right to enjoy and use the flat/apartment purchased by him and any other rights given by the developer to the Allottee / Purchaser/s for which consideration has been dispensed.

24. REGISTRATION OF THIS AGREEMENT:-

The Owner / Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee / Purchaser/s will attend such office and admit execution thereof, on receiving the written intimation from the Owner / Promoter.

25. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:

The Allottee / Purchaser/s herein shall only bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Owner / Promoter in favour of Allottee / Purchaser/s or Association of Apartment i.e. the organisation as may be formed in which the Allottee / Purchaser/s will be the member.

The Allottee / Purchaser/s shall also pay to the Owner / Promoter a sum of Rs. 10,000/- (Rupees Ten Thousand only) for meeting all legal cost charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner / Promoter in connection with formation of the said Association of Apartment and for preparing its rules, regulations and bye-laws and the cost of preparing an engrossing the conveyance or assignment rights.

26. WAIVER NOT A LIMITATION TO ENFORCE

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

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

27. SERVERABILITY

If any provisions 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

Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner / Promoter through its authorised signatory at the Owner / Promoter's Office, or at some other place, which may be mutually agreed between the Owner / Promoter and the Allottee / Purchaser/s, after the Agreement is duly executed by the Allottee / Purchaser/s and the Owner / Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

29. NOTICES

That all notices to be served on the Allottee / Purchaser/s and the Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser/s or the Owner / Promoter by Registered Post at their respective addresses specified below:

Name & Address of Allottee / Purchaser/s

(1) _____

(2) _____

R/At: _____

_____

Notified email id (if available) : _____

Name & Address of Owner / Promoter

M/s Shweta Infrastructure & Housing (I) Pvt Ltd

Samraat House, Tagore Nagar, Opp. Ambedkar Nagar,

Nashik Pune Hinghway, Nashik 422006.

Notified Email ID: crm@samraatgroup.com

customercare@samraatgroup.com

It shall be the duty of the Allottee / Purchaser/s and the Owner / Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner / Promoter or the Allottee / Purchaser/s, as the case may be.

30. JOINT ALLOTTEE / PURCHASER/S

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Owner/Promoter to the Allottee/Purchaser/s 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 Allottee/s/Purchaser/s.

it is clearly understand and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees/Purchaser/s of the flat/Apartment, in case of a transfer, as the said obligations go along with the Flat/ Apartment for all intents and purpose.

That the allottee/Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Owner/Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee / Purchaser/s to the Owner/Promoter for the same; save and except his right to enjoy and use the flat/apartment purchased by him any other rights given by the developer to the Allottee/ Purchaser/s for which consideration has been dispensed.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. DISPUTE RESOLUTION

In case of any dispute regarding this document or payment or any other clause of the said agreement, the same shall be referred to Advocate Jayant D. Jaibhave of Nashik, as a sole single arbitrator appointed by the Owner/Promoter at his sole discretion. The Sole Arbitrator shall dispense with oral evidence and shall pass the necessary award within 21 (Twenty One) days of from reference of the dispute to him. The venue of the arbitration shall be at Nashik and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modifications made thereto. The Allotee/Purchaser/s hereby always indemnifies the Owner/Promoter from all such levies, cost and consequences.

SCHEDULE - I - Description of the Said Land

All those pieces and parcels of land or ground bearing Survey No. 899/1+899/2/1+899/3/1/84 bearing Plot No.84 admeasuring 7578.49 square meters situate at village Nashik, Taluka Nashik, District Nashik and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under:-

On or towards the East : S. No. 898
On or towards the West : 9.00 Mtrs. Colony Road
On or towards the North : 6.00 Mtrs. Colony Road
On or towards the South : S. No. 899 (Part)

SCHEDULE - II - Description of the said Flat/Apartment

Carpet Area of flat about _____ plus balcony/s _____ square meters plus attached terrace/s _____ square meter which is _____ square meters i.e. _____ square feet.

Saleable Area about _____ square meter i.e. _____ square feet.

1. **Flat/Apartment.** _____ (AS PER BOOKING PLAN)
2. Floor: _____
3. Building Name: _____
4. Wing: **"_____"** Wing
5. in the project to be known as **"SAMRAAT SYMPHONY"**.

Said flat bounded as :-

East : _____

West : _____

North : _____

South : _____

SCHEDULE - III

Specifications of the said Flat / Apartment

Living & dining

- Main door with laminate on both sides.
- Stainless steel fittings and hinges on the main door.
- Vitrified flooring in living & dining room.
- Aluminum sliding window to access the terrace/ balcony attached to the living room or the bed room (any one as the case may be) in the particular flat/apartment. (safety grills will not be provided to the window of any living rooms and all the bed rooms)
- Emulsion paint in Living and Dining room.
- Modular electrical fitting and concealed wiring.
- Night latch to main door.
- One TV & one telephone point in living room.

Kitchen

- Vitrified flooring in kitchen.
- Granite top Kitchen platform in the kitchen with no shelves below.
- Quartz kitchen sink.
- Switch for water purifier and exhaust fan.
- L.P.G. gas detector in every kitchen.
- Glazed dado tiles upto 3 (three) feet height in kitchen above kitchen platform

Bathroom & Toilet

- Concealed CP fittings in all toilets

- Floor mount W/C Sanitary ware as required in all toilets
- Glazed tiles dado up to 7 (seven) feet height.
- Concealed Plumbing.

Bedrooms

- 8 mm Laminated Wooden Flooring in Master Bedroom only.
- Vitrified flooring in other bed rooms.
- All doors with laminate pasted on front Side @ paint on other side with S.S. hinges.
- Mortise lock to all bedrooms.
- Modular electrical fittings switches and concealed wiring.
- Emulsion paints in every bedroom.
- One TV & telephone points in all bed rooms.
- 2 (two) Track Aluminum Sliding Windows with stainless Steel Net and no safety grills.

SCHEDULE - IV

Description of Common Amenities for the said project/phase

Security Features: -

- Average 6 (six) feet high compound wall all around the said "Property".
- Entrance & exit gate complete with one Security Cabin.
- One CCTV camera at entrance gate and one at each entrance lobby for surveillance.
- Fire fighting system as per the norms laid down by Nashik Municipal Corporation.

Recreational Amenities:-

- One Club House.
- One Gymnasium with few Equipment.
- Children's play area on podium with few playing equipment.
- One elevator in each building with battery backup.
- Individual Mail box for each flat/apartment at parking level.
- Paved internal roads in Cement interlocking Blocks.
- Sanitation facilities for drivers at parking level.

SCHEDULE - V

Description of common areas and facilities/limited common areas and facilities

(A) COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator, lift well and elevator equipment.
7. Security Systems, children play area above podium slab, Lawn above podium slab, Splash Pool above podium slab and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The podium floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Owner/Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
2. The parking spaces at ground floor and under podium slab shall be restricted and the Owner/Promoter herein shall have exclusive right to allot the same to the Allottee/Purchaser/s in the building.
3. Top terrace of the building/s shall be restricted and the Owner/Promoter herein shall have exclusive right of allotment of the same.
4. All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, spaces adjoining flats on podium, terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Owner/Promoter shall have exclusive rights to allot sell or transfer, convey the same in

part or in full to any buyer of flat/apartment, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED SEALED AND DELIVERED

by the within named Owner/Promoter

Shweta Infrastructure and Housing (I) Pvt. Ltd.,

through the hands of its Director

(1) _____ **[**_____

SIGNED SEALED AND DELIVERED

by the within named Allottee Purchaser/s. … … … … … … … …

(1) _____ **[**_____

(2) _____ **[**_____

In the presence of:

(1)Signature: … … … … … … … … … … … … … (2)Signature: … … … … … … … … … … … … …

Name: MR. VIJAY TANWANI Name: … … … … … … … … … … … … … … …

Address: Samraat House, Tagore Nagar, Address: … … … … … … … … … ….. … … …

Nashik – Poona Road, Nashik. : … … … … … … … … … … … … … … … … … …

ANNEXURE I (Page No.01)

Copy of the Certificate of the title issued by the advocate

[illegible]
MADHAV
[illegible]

ADVOCATE
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Date: 09/01/2017

TITLE CLEARANCE CERTIFICATE
: TO WHOMSOEVER IT MAY CONCERN :

(I) DESCRIPTION OF PROPERTY :-

All that piece or parcel of constructed premises known as **"SYMPHONY"**, project under construction on **Survey No. 899/1+899/2/1+899/3/1**, out of that **Plot No. 84**, admeasuring area **7,578.49 Sq. Mtr.**, on which **SYMPHONY**, having buildings project having Row Bungalows, Flats & Shops situated at **Nashik**, registration and Sub-registration Tal. and Dist. Nashik, and which is the approved / sanctioned building plan of said of plots.

(II) NAME OF THE OWNER / HOLDER OF SAID PROPERTY :-

Mrs. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta

R/o. Samrat House, Tagor Nagar, Nashik-Poona Road, Upnagar, Nashik-422 005.

(III) DOCUMENTS PRODUCED BEFORE ME FOR INSPECTION -

1) 7/12 extracts and Mutation Entries.
2) Approved Building Plan.
3) Copy of Commencement Certificate.
4) Copies of Sale Deeds.

ANNEXURE I (Page No.02)

IV) OBSERVATIONS & FINDINGS :-

As per the request of **M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta,** I had investigated into the title of above said shop property. For that purpose, I had perused the above said Revenue records and other related papers and my observation and findings are as under :-

01) It appears from Mutation Entry No. 17542 dated 21/04/1982 that, Mr. Vithuba Kondaji Nagare died on 20/08/1973 and his legal heirs i.e. Smt. Bababai Kachru Nagare(wife), Mr. Babu Kachru Nagare(son), Mr. Madhav Kachru Nagare(son), Mrs. Dagubai Genu Bodke(married daughter) & Mrs. Indubai Chandrabhan Khande (married daughter) entered in record of rights of Survey No. 859 as owners.

02) It appears from Mutation Entry No. 40653 dated 22/10/1989 that, the name of Bababai Kachru Nagare corrected as Banabai Kachru Nagare.

03) It appears from Mutation Entry No. 40650 dated 08/08/1989 that, Smt. Bababai Kachru Nagare, Mr. Babu Kachru Nagare & Mr. Madhav Kachru Nagare, Khande has repaid entire loan with interest and as per the letter of State Bank of India, Vithal Branch, the charge of the said bank has been released of Survey No. 859.

04) It appears from records that, Mr. Gangadhar Damodar Burkule, has taken an admeasuring area 07 Hector 89 Aar., out of Survey No. 859, for development from Mr. Babu Kachru Nagare, Mr. Madhav Kachru Nagare, Smt. Banabai Kachru Nagare, Smt. Dagubai Genu Bodke & Smt. Indubai Chandrabhan Khade, by Development Agreement & General Power of Attorney dated 31/12/1988 and the said Development Agreement & General Power of Attorney registered under section 41 & 53A of Bombay Stamp Act, 1958 on 31/08/1989.

ANNEXURE I (Page No.03)

MILIND
MADHAV
DESHPANDAR

ADVOCATE
B.COM.L.L.B.

[illegible]

[illegible]

05) It appears from Mutation Entry No. 40651 dated 08/06/1998 that, Smt. Degubai Genu Bodke & Smt. Indubai Chandrabhan Khade, has released their rights of Survey No. 899 in favour of Mr. Balu Kachru Nagare, Mr. Madhav Kachru Nagare, Smt. Banabai Kachru Nagare, by registered Release Deed dated 31/08/1998.

06) It appears from Mutation Entry No. 60050 dated 17/12/2007 that, Mr. Balu Kachru Nagare, Mr. Madhav Kachru Nagare, Smt. Banabai Kachru Nagare, Smt. Degubai Genu Bodke & Smt. Indubai Chandrabhan Khade, has executed Confirmation Deed of Development Agreement & General Power of Attorney Impounded on 31/08/1998 of an admeasuring area 07 Hector 89 Aar., out of Survey No. 899 in favour of Mr. Gangadhar Damodar Burkule and the said Confirmation Deed registered on 01/09/1999, Regd. At Sr. No. 09367 & 09368 respectively.

07) It appears from Mutation Entry No. 97970 dated 17/04/2007 that, as per the order issued by Tahsildar, Nashik on 11/04/2007, vide letter No. Adhi Abhi/Kav/SR-5/2007 the said Survey No. 899 distributed as Survey No. 899 Hissa No. 1, admeasuring area 24Aar., along with old house thereon, goes in the name of Mr. Balu Kachru Nagare & Mr. Madhav Kachru Nagare, and Survey No. 899 Hissa No. 2 (Part towards East Side), admeasuring area 03 Hector 82.5 Aar., goes in the name of Mr. Balu Kachru Nagare and Survey No. 899 Hissa No. 03(Part towards West Side), admeasuring area 03 Hector 82.5 Aar., goes in the of Mr. Madhav Kachru Nagare.

ANNEXURE I (Page No.04)

08) It appears from Mutation Entry No. 65050 that, M/s. Viraj Estates Pvt. Ltd., through its Director – Mr. Chandrashekhar Babulal Shah, has purchased an admeasuring 16000 Sq. Mtr., out of Survey No. 88/2, from Mr. Babu Kachru Nagare, Mr. Anil Babu Nagare, Mr. Jagdish Babu Nagare & Miss. Savita Babu Nagare, with consent of Mr. Gangadhar Burkule, by registered Agreement for Sale dated 05/12/2007, Regd. At Sr. No. 08657. Thereafter Mr. Babu Kachru Nagare, Mr. Anil Babu Nagare, Mr. Jagdish Babu Nagare & Miss. Savita Babu Nagare, with consent of Mr. Gangadhar Burkule, has executed General Power of Attorney of an admeasuring 16000 Sq. Mtr., out of Survey No. 88/2, in favour of M/s. Viraj Estates Pvt. Ltd., through its Director – Mr. Chandrashekhar Babulal Shah and the said General Power of Attorney registered on 05/12/2007, Regd. At Sr. No. 08658.

09) It appears from Mutation Entry No. 71275 that, Mr. Babu Kachru Nagare, Mr. Anil Babu Nagare, Mr. Jagdish Babu Nagare & Miss. Savita Babu Nagare, with consent of Mr. Gangadhar Burkule, has executed Sale Deed of an admeasuring 12000 Sq. Mtr., out of Survey No. 88/2, in favour of Mr. Chandrashekhar Babulal Shah, and the said Sale Deed registered on 26/03/2008, Regd. at Sr. No. 02775.

10) It appears from records that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director – Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, has taken an admeasuring 12000 Sq. Mtr., out of Survey No. 88/2 for development from Mr. Chandrashekhar Babulal Shah, by registered Development Agreement dated 26/03/2008, Regd. At Sr. No. 03283 & General Power of Attorney dated 07/04/2008, Regd. At Sr. No. 03685.

11) It appears from records that, the said land bearing Survey No. 88/1+88/2/1+88/2/2, Plot No. 02, admeasuring 2060 Sq. Mtr., converted to Non Agricultural use for residential purpose by the N. A. Order of The Collector, Nashik on dated 21/05/2010, vide letter No. N.A./SR/10/2009.

ANNEXURE I (Page No.05)

VISHAL
MADHAV
BHOPAVKAR

[illegible]

[illegible]

[illegible]

[illegible]

12) It appears from Mutation Entry No. 77273 that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, has purchased Plot No. 80, 121, 168 to 189, admeasuring total area 10907.84 Sq. Mtr., out of Survey No. 899/1+899/2/1+899/3/1, from Mr. Chandrashekhar Babulal Shah, by registered Sale Deed dated 13/12/2010, Regd At Sr No 13827.

13) It appears from records that, the said joint layout of Survey No. 899/1+899/2/1+899/3/1 was finally approved by Nashik Municipal Corporation, Nashik by their Layout Approval dated 10/05/2011, vide letter No. TP/FINAL/CIDCO/B-3/3.

14) It appears from records that, Mr. Chandrashekhar Babulal Shah, has executed Correction Deed in respect of registered Sale Deed dated 13/12/2010 of for correction of plot numbers & their areas as per final approved layout, as Old Plot No. 86, admeasuring area 8,414.5 Sq. Mtr. Corrected in to new Plot No. 84, admeasuring area 7,575.49 Sq. Mtr., in favour of M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, and the said Correction Deed / Confirmation Deed registered on 31/08/2011, Regd. At Sr. No. 06523.

15) It appears from records that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta

ANNEXURE I (Page No.06)

& Mrs. Shweta Sujoy Gupta, prepared a building plan for residential construction on Plot No. 84 & building plan for construction of "SYMPHONY" in the layout bearing Survey No. 898/1+899/2/1+899/3/1 the said building plan approved by Nashik Municipal Corporation, Nashik by their Commencement Certificate on dated 26/07/2012, vide letter No. LND/BP/CO/B3/258/2120.

16) It appears from records that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, has taken construction finance loan by mortgaging Plot No. 84 & building plan for construction of "SYMPHONY" in the layout bearing Survey No. 898/1+899/2/1+899/3/1 and Survey No. 42/1/02+42/1/2 along with project namely Signature thereon from ICICI Bank Ltd. by registered Mortgage Deed 18/09/2013, Regd. at Sr. No. 09057.

17) It appears from records that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, prepared a revised building plan for residential construction on Plot No. 84 & building plan for construction of "SYMPHONY" in the layout bearing Survey No. 898/1+899/2/1+899/3/1 the said building plan approved by Nashik Municipal Corporation, Nashik by their Revised Commencement Certificate on dated 13/03/2014, vide letter No. LND/BP/B3/247/0648/14.

18) It appears from records that, M/s. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta, prepared a revised building plan for residential construction on Plot No. 84 & building plan for construction of "SYMPHONY" in the layout bearing Survey No. 898/1+899/2/1+899/3/1 the said building plan approved by Nashik Municipal Corporation, Nashik by their Revised Commencement Certificate on dated 22/10/2018, vide letter No. LND/BP/B3/254/0198.

ANNEXURE I (Page No.07)

[illegible]

On the basis of mutation entries & documents for last 30 years and I have enquired in the office of Sub Registrar Nashik, Sub Registrar Search Receipt dated 03/05/2016 vide receipt No: 99589625 most of record in office is in torn and dilapidated condition, some registers are not ready so as per the records made available to me my Observations are as under:

Year	Type of Entry	Remark
1986	NIL	
1987	NIL	
1988	NIL	
1989	NIL	
1990	NIL	
1991	NIL	
1992	NIL	
1993	NIL	
1994	NIL	
1995	NIL	
1996	NIL	
1997	NIL	
1998	NIL	
1999	Release Deed dated 01/08/1999. Confirmation Deed registered on 01/09/1999, Regd. At Sr. No. 08367 & 09308 respectively.	
2000	NIL	
2001	NIL	
2002	NIL	
2003	NIL	
2004	NIL	
2005	NIL	
2006	NIL	
2007	Agreement for Sale dated 05/12/2007, Regd. At Sr. No. 06857. General Power of Attorney registered on 05/12/2007, Regd. At Sr. No. 06858.	
2008	Sale Deed registered on 25/03/2008, Regd at Sr. No. 02775.	

ANNEXURE I (Page No.08)

	Development Agreement dated 28/03/2008, Regd. At Sr. No. 03283 & General Power of Attorney dated 07/04/2008, Regd. At Sr. No. 03855.
2009	NIL
2010	Sale Deed dated 13/12/2010, Regd At Sr No 13027
2011	Correction Deed / Confirmation Deed registered on 31/05/2011, Regd. At Sr. No. 06623.
2012	NIL
2013	Mortgage Deed 15/09/2013, Regd. at Sr. No. 09917
2014	NIL
2015	NIL
2016	NIL

It appears that there is no encumbrance and no defect in title whatsoever either in land from the documents verified the list of which mentioned hereinabove, that the title of the respect of the said constructed property known as **"SYMPHONY"**, project under construction on **Survey No. 899/1+899/2/1+899/3/1**, out of that **Plot No. 84**, admeasuring area **7,578.49 Sq. Mtr.**, on which **SYMPHONY**, having buildings project having Row Bungalows, Flats & Shops situated at **Nashik**, registration and Sub-registration Tel. and Dist. Nashik, and the said property is clear, marketable and without any encumbrances whatsoever subject to the charge of ICICI Bank Ltd., Nashik.

This Title Clearance Report is issued only upon the strength of the papers / documents produced before me (no public notice was issued for the title verification) by **Mrs. Shweta Infrastructure & Housing (India) Pvt. Ltd. through its Director - Mr. Sujoy Jayant Gupta & Mrs. Shweta Sujoy Gupta**, and Search taken by me in Sub Registrar Office, Nashik with available index II register's as some registers are in torn conditions.

Nashik.
Date :- 09/01/2017

(M. M. DHOPAVKAR)
ADVOCATE

ANNEXURE II

Copy of Property Card 7/ 12 Extract of the said land.

नकल अचित

गां. न. नं. ७. १३४. व १२

गांव

तालुका

मुद्रांक क्रमांक	दि.अ.-	आकार आकार	गां. नं. क्र. ५	खाती क्रमांक
[illegible]			भोगवटदाराचे नाव	
भू.क्र. क्रमांक खाजिक नंबर	[illegible]		[illegible] कुलाचे नांव	खंड
लागवडी योग्य क्षेत्र	एकर	गुंठे	(१२५०५५)	
	हेक्टर	आर		
	चौरस	मिटर	[illegible]	
जिरायत -	[illegible]		[illegible]	इतर अधिकार
बागायत -			[illegible]	[illegible]
भात शेती -			[illegible]	[illegible]
एकूण -	[illegible]		[illegible]	[illegible]
पो.ख. -			[illegible]	
वर्ग (अ) -			(१२०५०३)	(गु १२२५४)
वर्ग (ब) -				
एकूण -	[illegible]			
	रुपये	पैसे		
आकार किंवा लिंगी -	[illegible]			
जुडी मिळा विशेष -				
आयात जलसाधनाकरिता				
एकूण -	[illegible]			

गां.नं. क्र. ५ अ				गां.नं. क्र. १२												
				विकासयोग्य क्षेत्राचा तपशील												
				मिळ विकासी एकूण क्षेत्र			मिळ विकासीत प्रत्येक विभागाचे क्षेत्र			अ मिळ विकासी क्षेत्र			पडीत विकास विकासयोग्य जमिनीचा तपशील		पाणी पुरवठ्याची साधने	शेरा
वर्ग	जमीन कसणाऱ्याचे नांव	पोट	हंगाम	कि. पो. हेक्टरांक	आर	आर	चौरस मिटर	आर	आर	चौरस मिटर	आर	आर	प्रकार	क्षेत्र		
१.	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
[illegible]																

नकलकार की

अस्सल प्रमाणे खरी नकल तयार ता. 18 AUG 2017

तलाठी

ANNEXURE III (Page No.01)

Copy of Building permission /Commencement certificate

NASHIK MUNICIPAL CORPORATION

NO LND/BP/ BS/254/5186
DATE :- 22 / 12 / 2016

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

TO: **M/s. Sitweta Infrastucture & Housing (I) Pvt. Ltd. Dir. Sujoy J Gupta.**

C/o. Ar.Tapaya H. Bendale & Stru.Engg. J. V. Inamdar Nashik

Sub :- Sanction of Building Permit & Commencement Certificate in **Plot No.- 84 of S.No. 899/1+899/2/1+899/3/1/84 of Nashik Shiwar.**

Ref :- Your Application & Plan dated: **19/11/2016** Inward No. **BS/BP/5290**

Sanction of building permit & commencement certificate is hereby granted under section 40 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out development work/and building permits under section 263 of The Maharashtra Municipal Corporation Act 1949 (Bombay Act. No.LIX of 1949) to erect building for **Residential** Purpose as per plan duly amended in blue subject to the following conditions.

CONDITIONS (1 to 47)

1. The land vacated in consequence of enhancement of the set-back rule shall form part of Public Street.
2. No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until completion certificate under sec. 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly granted.
3. The commencement certificate Building permit shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period. Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act 1949 will be taken against such defaulter which should please be clearly noted.
4. This permission does not entitle you to develop the land which does not vest in you.
5. The date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS.
6. Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966 etc.]
7. After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.
8. Building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land [Ceiling & Regulation] Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The balconies, ottas & varandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balcony ottas & varandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
10. At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 15 of the reservation of Tree Act, 1975.

ANNEXURE III (Page No.02)

11 The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation.

The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity inlet levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity but causing nuisance.

In case if there is no Municipal drain within 50 meters should be connected to a soak pit to be provided by the owner.

The size of soak pit should be properly worked out on the basis of tenements by a pigeon-hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.

12 The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.

13 Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.

14 Tracking of building material debris on public road is strictly prohibited. If building material or debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.

15 All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and Bombay Provincial Municipal Corporation Act, 1949.

16 Nashik Municipal Corporation will not supply water, electricity, road etc. which will be provided by the applicant College/society etc. on their own accord as per the specifications of N.M.C. Applicant should make necessary arrangement for water supply as per the undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site.

17 There is no objection to obtain electricity connection for construction purpose from M.S.E.B.

18 Septic tank & soak pit shall be constructed as per the guidelines of Health officer of N.M.C. & NOC shall be produced before occupation certificate.

19 Adequate space from the plotout should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.

20 Drinking water & adequate sanitary facility including toilets shall be provided for staff & labor engaged on construction work and this to owner/Developer at his own cost.

21 While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of noise as per rules 103 (1) (a) vide Government Resolution of Environment Department Dated 21/10/2009 for Noise Pollution.

22 (a) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.

a) Name and Address of the owner/developer, Architect/Engineer and Contractor.

b) Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.

c) Order Number and date of grant of development permission/revalidation permission issued by the Planning Authority or any other authority.

d) F.S.I. permitted.

e) Number of Residential/Commercial flats with their areas.

f) Address where copies of detailed approved plans shall be available for inspection.

(b) A notice in the form of an advertisement, giving all the details mentioned in 22(a) above, shall also be published in two widely circulated newspapers one of which should be in regional language.

23 Proper arrangement in consultation with Telecom Deptt. To be done for telephone facilities to be provided in the proposed construction.

24 Nashik Municipal Corporation shall not be responsible for the ownership and boundaries of the land.

25 Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.

26 Proper arrangement for rain water harvesting should be made at site.

ANNEXURE III (Page No.03)

C.C. for Plot. No. 5k of S.No. 088/1+088/2/1+088/3/1/04 of Nashik Shiwar.

27. NMC shall not supply water for construction purpose.

28. N.A. order No.50/2009 dt.21/5/2010 submitted with the application.

29. A) Rs.[illegible]+11550+5700+5081003/- is paid for development charges w.r.t. the proposed Construction vide R.No./B.No.30/879, 83/546, 24/569 & 10/839 Dt.20/06/2012,09/01/2014,07/03/2014 & 19/12/2016.

30. Tree plantation shall be made as per the guidelines of Tree Officer of N.M.C. & NOC shall be obtained before occupation certificate.

Rs.37900/- Deposited vide R.No./B.No.88/2943 Dt.20/06/2012 as per order No. 131 dt. 16/03/2012.

31. Drainage connection charges Rs.[illegible]+[illegible]+64000/- is paid vide R.No./B.No. 73/5851, 01/8481 & 47/2889 Dt.20/06/2012, 09/01/2014 & 19/12/2016.

32. Welfare cess charges Rs.[illegible]+20740+599100/- is paid vide R.No./B.No. 73/5851, 01/8481 & 47/2889 Dt. 20/06/2012, 09/01/2014 & 19/12/2016.

33. Premium for Staircase & Passage charges Rs.2144560/- is paid vide R.No./B.No. 30/2889 Dt. 19/12/2016.

34. Infrastructure Improvement Charges Rs.234272+967430+1828799/- is paid vide R.No./B.No. 30/2889, 47/2889 & 57/2814 Dt. 19/12/2016, 19/12/2016 & 29/12/2016.

35. This permission is given on the basis of affidavit submitted by applicant Dt.19/11/2016 as per the guide lines of L.B.T. Department Letter No. LBT/W.S./Bank 1/R24/ 2014 Dated 4/8/2015.

36. This permission is given on the basis of affidavit given by applicant Dt.19/11/2016 regarding NMC supplied water and any public source of water should not be used for construction purpose. And after obtaining occupancy certificate decision of NMC regarding drinking water supply connection shall be binding on applicant.

37. This permission is given on the basis of affidavit given by applicant Dt.19/11/2016 for disposal of debris/rubbish material on the site or the prescribed site.

38. Total TDR Loaded 3031.40 Sq.mt. which is utilized from DRC No. 727 Dt.4/10/2016 vide formula 3031.40x3950/25100 = 1361.70 Sq.mt. TDR area utilized from the same.

39. This permission is given on the strength of provisional fire NOC from CFO, N.M.C. vide letter No. NMC/FIRE/WS.6/Rev/1-03/2016 Dt.5/5/2016 & conditions that in strictly followed.

40. Building shall be planned designed and constructed to ensure fire safety and this shall be done in accordance with part IV fire protection of National Building Code of India. Final NOC of CFO to be obtained before occupancy certificate & conditions mentioned in it should be strictly observed.

41. This Permission is given on basis of affidavit submitted by the owner for Establishing E-Recycling Plant for waste water as per G.D. order No. TPS-2413/Nashik 19 Pro 295/Ind Vol. dated 16/12/2016 & also shown ...

42. This permission is given on the basis of conditions mentioned in from Labour Commissioner letter No. vide letter No. Nahapro-112010/pr.No.212/kam-2 Date 30/12/2016 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.

43. Proper arrangement for rain harvesting should be made.

44. Parking shall be made on site as per D. C. Rule.

45. Premium Parking slab should be designed as per requirement of C.F.O. N.M.C.

46. Storm water disposal arrangement to be done at site before Occupancy Certificate.

47. Previously approved building permission vide C.C. No. 03/527/5645/14 Dt.13/3/2014 is hereby is cancelled.

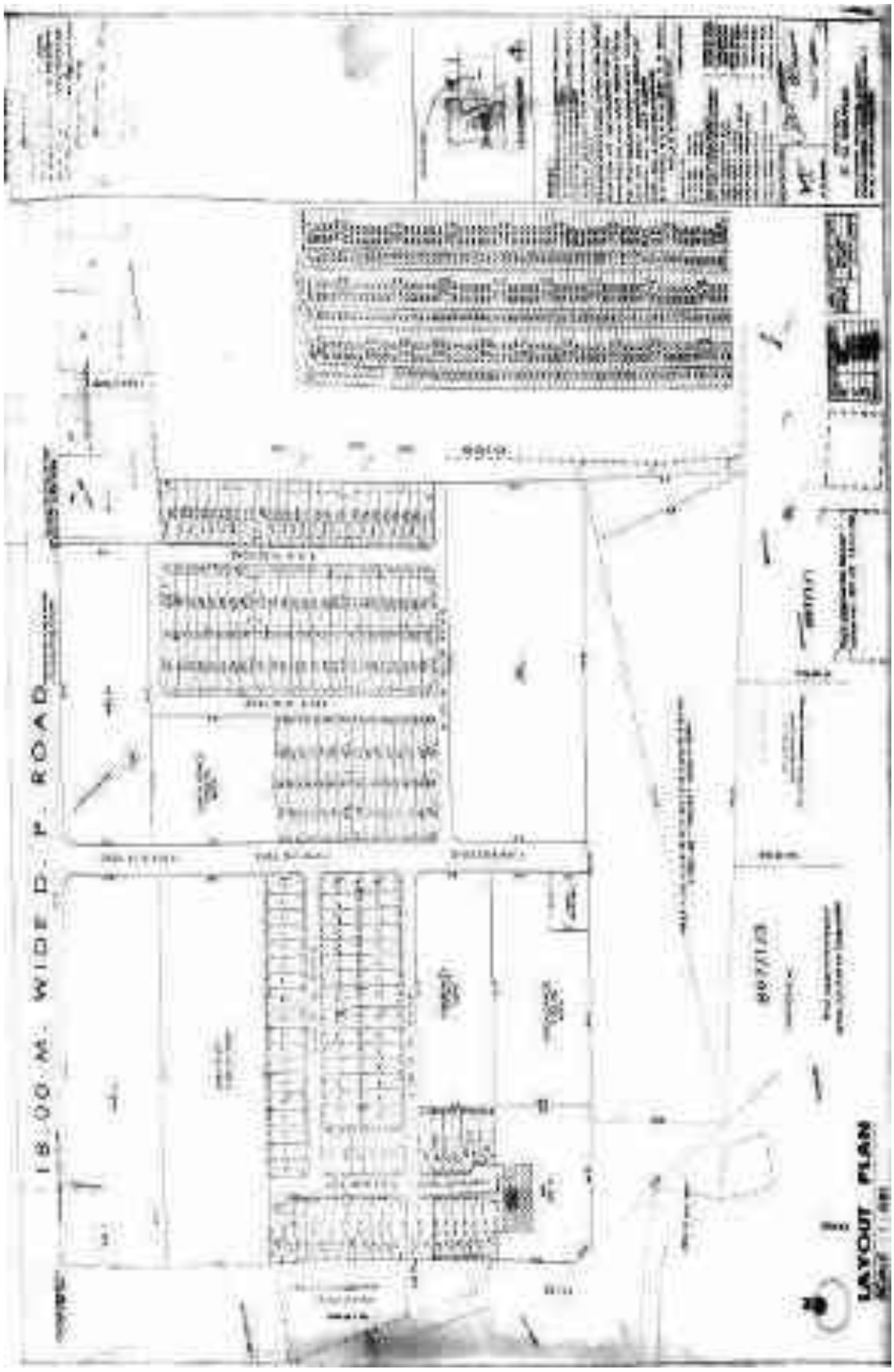
Executive Engineer
(Town Planning)
Nashik Municipal Corporation, Nashik.

No. UND./BP/ 85/25 / 5186
Nashik, Dt.27/10/2018

Copy to: 1) Divisional Officer
NMC, Nashik

ANNEXURE IV

Copy of Layout Plan of the said land



ANNEXURE V

Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as per the IOD submitted to Nashik Municipal Corporation (A2 size print which is readable has been given to the allottee/purchase/s which is understood by them).

ANNEXURE VI

Copy of the plans approved by the concerned local/planning authority. (A2 size print which is readable has been given to the allottee/purchase/s which is understood by them).

ANNEXURE VII

Copy of floor plan of the said apartment.

ANNEXURE VIII

Copy of Parking plan of the said flat/ apartment

ANNEXURE IX (Page 1)

Copy of the NA Order

ANNEXURE IX -A (Page 2)

जिल्हाधिकारी नाशिक वरिता

Annexure X

Copy of the PAN Card of Shweta Infrastructure & Housing (I) Pvt. Ltd.

Copy of the PAN Card of Allottee / Purchaser/s

Annexure XI

Rules and Regulations – Samraat Symphony Way for Better Living

PART I - GENERAL RULES FOR THE FACILITIES

1. All this facilities that are available for common use in common areas can be used only by the allottee / purchaser/s and his / her/ their family only and only during prescribed time for each of the Areas.

2. The Club House is meant for mini parties and no liquor can be served to the Allottee/Purchaser/s to their guests. There is no kitchen in the Club House and only ready to eat food can be bought from registered vendors/caterers registered by the Apex Body of Association of Apartment of Samraat Symphony. No cooking is allowed. It is mandatory to use registered caterers only as they have been briefed of the do's and don'ts for using the Club House. The music played in the Club House should not be loud so as to cause disturbance to other Allottee/Purchaser/s. The music should be switched off latest by 09.30 p.m. or action will be taken by the Apex Body of Association of Apartment. There will be a charge of Rs. 500/- per hour towards the use of Club House facility. Approx. 50 guests can be called for any party hosted by the Allottee/Purchaser/s with a pre list of the invited guests to be given at the Security Gate. No vehicles will be permitted to be parked or valet inside the Samraat Symphony premises.

3. Allottee/Purchaser/s are informed that the Lawn above podium slab is strictly meant for the Flat owners. The timings of the above is from 06.00 am to 10.00 pm.

4. There is a specific area marked below every wing/ building for drivers only where drivers have to sit and wait and they should not loiter around the building compound.

5. The children's Play area is strictly meant for the Flat/apartment owners, their family members and their relatives staying in the building or residing with them as a guest for a short stay and no outside guests will be allowed. The timings of the children's Play area will be from 8.00 am to 8.00 pm daily.

6. Every car will enter the building through the main gate which is the entry gate and it should necessarily have a car recognition sticker to be affixed on the car, else the car entry inside the building will be denied. Only the cars having its recognition sticker will be allowed inside the premises and also the registered cars for parking inside the premises. Unregistered cars without the sticker of the project will not be allowed inside the premises at all.

7. The Allottee/Purchaser are informed that Smoking or loitering around or consumption of any kind of food / drink / alcohol is not allowed in any common area of the project. If found the apex body can fine Rs. 5000/- for such offence.

PART II - RULES FOR VARIOUS DEPARTMENTS OF THE FUN FLOOR

RULES AND REGULATIONS FOR SPLASH POOL

1. Allottee/Purchaser/s are requested to wear proper Swimming attire made of Lycra or similar material in splash pool.
2. Swimmers should preferably wear a swimming cap while using splash pool.
3. As the splash pool is just 2 feet deep, hence no diving is allowed in any part of the pool.
4. Allottee/Purchaser/s are requested to have a shower before entering the splash pool.
5. Allottee/Purchaser/s are informed that no life guard will be available the Splash pool and they are requested to take care of themselves, their family members and their children while in the Splash pool and the Apex body of Association of Apartment will not responsible for any untoward event and all persons who utilize the Splash pool may use the splash pool their own risk.
6. Allottee/Purchaser/s are not allowed to invite their friends or guests to utilize the Splash pool. Allottee/Purchaser/s are informed that the Splash pool is strictly meant for the Flat owners and only their blood related members residing in the building and their guests who are staying with them in the premises overnight.
7. No parties or guests are allowed in the Splash pool area nor any celebration which may cause damage to the lawn, plantation or the pool and its deck is allowed.
8. No food articles, cold drinks, soft drinks etc. are allowed to be taken near or around the pool which will create dirt in the pool water and make the pool water unhygienic. Similarly, no soap or shampoo is allowed in the pool water.
9. TIMINGS : Splash pool can be used only from 08.00 am to 08.00 pm

RULES AND REGULATIONS FOR GYMNASIUM

1. The timings during which Gymnasium is kept open only for ladies is from 12.00 noon to 4.00 p.m. The other timings is from 6.00 am to 10.00 pm which is a unisex time which the male and female members, both can use. No coach will be available in the Gym.

2. There is a monthly fee payable by all members for using the Gymnasium which will be **Rs. 250/-** per person per month which will be collected and payable in advance to the Apex body of Association of Apartment.

3. Proper attire should be worn in the Gymnasium.

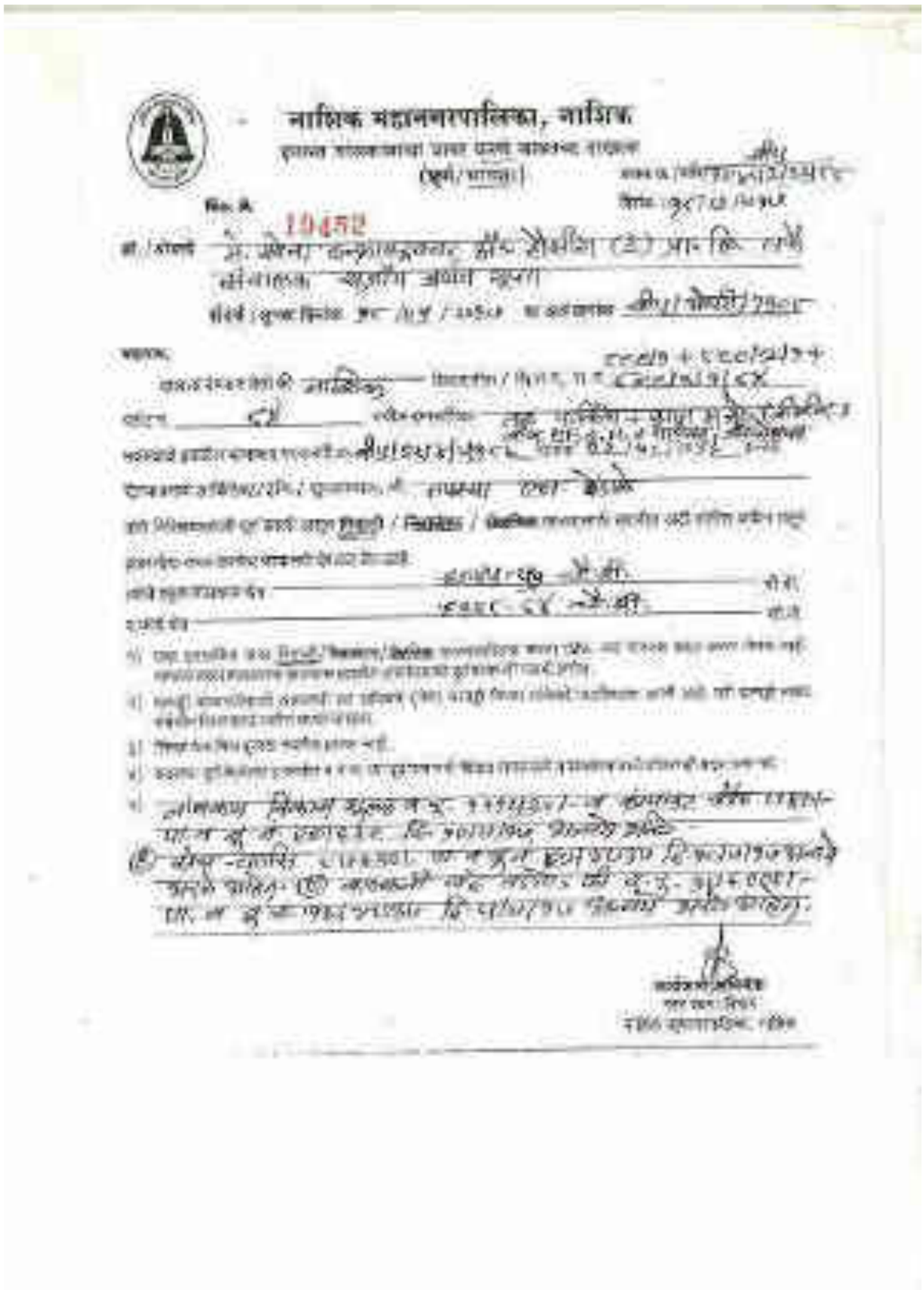
4. Music played in the Gymnasium will be from the stored songs and music only and cannot be played loudly.

The management, the Owner/Promoter or the Association of Apartment will not be responsible for any accident, injury or health problem that may occur during the use of any sports or entertainment on any part / area of common areas and amenities of "SAMRAAT SYMPHONY".

The above-mentioned Rules and Regulations are just a few which will not only ensure a healthy and safe living environment and will also help the allottee/ purchaser/s and all the members to keep the property in good condition. These are just few Rules and Regulations but a detailed approach towards healthy and happy living will be made by the Apex body of the Association of Apartment after getting the same approved in the General Body meeting and explained to all Allottee/Purchaser/s. The Rules and Regulations will also be amended from time to time by the Apex body of the Association of Apartment which may change the timings, the charges payable or the terms and conditions of the usage. These terms and conditions will be binding on all the allottee/ purchaser/s and occupiers of the flat/ apartment and the latest amended "Happy Living Guide" in "Samraat Symphony" will always form the prevailing guide for the Allottee/Purchaser/s/Occupier of the Apex body of the Association of Apartment. The Rules and Regulations will be again reviewed in the Annual General Meeting and the Bi-Annual General Meetings and the fees and norms will be reviewed, revised as per the suggestions of the residents of "Samraat Symphony" and will be applicable and payable to the Allottee/purchaser/s and his family and guests.

Annexure "XII-A"

Copy of the Completion/ Occupation Certificate



नाशिक महानगरपालिका, नाशिक

19452

Annexure "XII-B"
Copy of the Completion/ Occupation Certificate

नाशिक महानगरपालिका, नाशिक

(पूर्व/पश्चिम)

No. A 19477

दिनांक 27/07/2010

श्री./श्रीमती

भवनाचे : पुनरावलोकन क्रमांक

महाशय,

आपल्या दिनांक रोजी च्या

पावती क्र.

आपणास कळविण्यात येते की

दिनांक

आपणास

आपले

नाशिक

नाशिक

१) आपल्या

२) आपल्या

३) विकास

४) आपल्या

५) आपल्या

६) आपल्याकडील

कार्यकारी अभियंता
नगर रचना विभाग
नाशिक महानगरपालिका, नाशिक

Annexure XIII

Copy of the Real Estate Regulatory Authority Act 2016 Registration Certificate

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51900003743**

Project: **Samraat Symphony Project 02** *Plot Bearing / CTS / Survey / Final Plot No.:* **Plot No 84 Survey No 898/1, 899/2/1, 899/3/1/84 at Nashik, Nashik, Nashik, 422009;**

1. **M/S Shweta Infrastructure & Housing (I) Pvt. Ltd** having its registered office / principal place of business at *Tehsil:* **Nashik,** *District:* **Nashik,** *Pin:* **422006.**
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **04/09/2017** and ending with **31/12/2018** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

SIGNATURE VALID

Dated: **04/09/2017**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

********** **END OF THE DOCUMENT** **********

(This document contains 95 pages)