

Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to make any changes in elevation such as enclosures in terraces, balconies, dry balconies, addition of grills, etc. and installations of dish antennas without the permission of the vendor.
- xiv. Not to change the windows, window grills, railings of the said flat.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the

or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment] to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

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

Hence this Agreement shall be deemed to have been executed at **NASHIK.**

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

PURCHASERS NAME AND ADDRESS

MR. _____

R/o. _____

Notified Email ID : _____

PROMOTERS NAME-

M/S. SATYAM ENTERPRISES, A PROPRIETARY CONCERN, (PAN - AAUPR7675A), THROUGHT ITS PROPRIETOR, MR. HARESH SHANTILAL RAMANI, Age 43 Years, Occupation Business, Add :- 3, Maa Palace, Om Nagar, Hirawadi Road, Panchavati, Nashik - 422003.

Notified Email Id - hramani111@gmail.com

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. DISPUTE RESOLUTION :-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the **RERA** Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c) The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d) The car parking area shall not be enclosed under any circumstances.

33. That the promoter shall be entitled to allot the parking spaces to the different allottees in the building as shown and sanctioned in the approved building plan by Nashik Municipal Corporation and allottee shall never raise objection for such allotment to different flat owners.

34. That the common boring for both the wing shall be provided in the proper marginal space alongwith motor and pumpset and the same shall be maintained by the apartment owners and the water of boring shall be used for both the wings and garden purpose even if it is provided in the side margin of any of the wing.

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

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing Plot No. 36-A out of **S. No. 335/1 admeasuring 632.32 Sq. Mtrs.** situated at **Adgaon**, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

On or towards East	:	By 6 Mtrs. Colony Road
On or towards West	:	By Plot No. 35
On or towards South	:	By Plot No.36-B
On or towards North	:	By 6 Mtrs. Colony Road

SECOND SCHEDULE OF THE PROPERTY

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **Flat No. _____** on _____ **Floor** admeasuring _____ **Sq. Mtrs. carpet area and usable area of Balconies + utility+ C/B of _____ Sq. mtrs. and alongwith absolute and exclusive rights to use, utilize and enjoy the Parking area admeasuring _____ Sq. Mtrs. as per plan attached hereto in _____ APARTMENT bounded as follows:**

On or towards East	:	By
On or towards West	:	By

rights to use, utilize and enjoy the **Parking** area admeasuring
Sq. Mtrs. as per plan attached hereto in
APARTMENT bounded as follows:

On or towards East	:	By
On or towards West	:	By
On or towards South	:	By
On or towards North	:	By

COMMON AREAS AND FACILITIES

- 1) Common areas
- 2) The land under the buildings
- 3) The footings, RCC structures and main walls of the buildings
- 4) Staircase columns and lift and lift room in the building/s
- 5) Common drainage, water, electrical lines, power backup
- 6) Common ground water storage tank and overhead tank
- 7) Electrical meters, wiring connected to common lights, lifts, pumps.
- 8) Top terrace

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
 HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED
 HEREINABOVE.**

SIGNED SEALED AND DELIVERED
 BY THE WITHIN NAMED
MR. _____

[ALLOTTEE]

|
 |
 | _____
 |
 |

SIGNED SEALED AND DELIVERED
 BY THE WITHIN NAMED
M/S. SATYAM ENTERPIRSES
A PROPRIETORY CONCERN
THROUGH ITS PROP.
MR. HARESH SHANTILAL RAMANI

(PROMOTER/VENDOR)

|
 |
 |
 |
 |
 | _____
 |
 |

Witness-

Name	_____
Signature	_____
Name	_____
Signature	_____

SCHEDULE 'B' -

ANNEXURE - A

TITLE CERTIFICATE

ANNEXURE -B

7/12

ANNEXURE - C

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - E

(Specification and amenities for the Apartment)