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|-------------------------|-----|
| <b>Zone No.</b>         | :   |
| Government Valuation    | Rs. |
| Agreed Consideration    | Rs. |
| Stamp Duty Paid Inc LBT | Rs. |
| Registration Fees       | Rs. |

**AGREEMENT FOR SALE**

THIS DEED OF AGREEMENT FOR SALE IS MADE AND EXECUTED ON THIS  
\_\_\_\_ DAY OF THE MONTH OF \_\_\_\_\_ IN THE CHRISTIAN YEAR TWO  
THOUSAND \_\_\_\_\_ AT NASHIK.

**BETWEEN**

**BAFNA BUILDERS AND LAND DEVELOPERS**

A Registered Partnership Firm having  
Its registered office at :  
Nayantara, Subhash Chowk, Jalgaon,  
Taluka and District Jalgaon.  
having its Office at : Nayantara Hills,  
MICO Circle, Nashik- 422 002

**PAN : AADFB 4627 P**

Through their Partner & Authorized Signatory

**MR. SUSHILKUMAR KASTURCHAND BAFNA**

Age 48 years, Occn. Business,  
Nayantara, Subhash Chowk, Jalgaon, Tal. & Dist. Jalgaon

Party for the sake of brevity shall be hereinafter referred to as **“THE PROMOTERS OF THE FIRST PART”** which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Partnership Firm, its Partners, Executors, Administrators and Official Assignees, Legal Representatives, Successors-in-title etc.);

**AND**

**1. MR.** \_\_\_\_\_

Age \_\_\_\_\_ years, Occn. \_\_\_\_\_,

**PAN** \_\_\_\_\_

**2. MR.** \_\_\_\_\_

Age \_\_\_\_\_ years, Occn. \_\_\_\_\_,

**PAN** \_\_\_\_\_

Both resident of \_\_\_\_\_

\_\_\_\_\_

Party for the sake of brevity shall be hereinafter referred to as **“THE PURCHASER" OF THE SECOND PART** which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective Heirs, Administrators, Legal Representatives, and permitted assigns etc.);

**AND**

**MR. SANTOSH SHANTILAL MUTHIYAN**

Age 44 years, Occn. Business,  
Resident of Samarth Nagar, Aurangabad

**PAN: ABFPM6512 R**

**Through General Power of Attorney Holder :**

**BAFNA BUILDERS AND LAND DEVELOPERS**

A registered Partnership Firm

having its registered Office at :

Nayantara, Subhash Chowk, Jalgaon,

Tal. & Dist. Jalgaon

**PAN : AADFB 4627 P**

**Represented by its Partner & Authorized Signatory :**

**MR. SUSHILKUMAR KASTURCHAND BAFNA**

Age 52 years, Occn. Business,

Nayantara, Subhash Chowk, Jalgaon,

Tal. & Dist. Jalgaon

Party for the sake of brevity shall be hereinafter referred to as **“THE CONFIRMING PARTY NO. 1" OF THE THIRD PART**, which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, Administrators, Legal Representatives, and permitted assigns etc.);

**AND**

**NAKSHATRA INFRASTRUCTURES PVT. LTD.**

A Company duly incorporated under the Indian Companies Act, 1956

having its registered office at :

D-5, MIDC Chikhalthana, Aurangabad 431210

Through its authorized signatory :

Mr. Ramesh Champalal Kankariya

Age: 55 years Occn. Business

Resident of D-5, MIDC Chikhalthana, Aurangabad - 431 210;

**PAN : AACCN 4646 G**

**Through General Power of Attorney Holder :**

**BAFNA BUILDERS AND LAND DEVELOPERS**

A registered Partnership Firm

having its registered Office at :

Nayantara, Subhash Chowk, Jalgaon,

Tal. & Dist. Jalgaon

**PAN : AADFB 4627 P**

**Represented by its Partner & Authorized Signatory :**

**MR. SUSHILKUMAR KASTURCHAND BAFNA**

Age 52 years, Occn. Business,

Nayantara, Subhash Chowk, Jalgaon,

Tal. & Dist. Jalgaon

Party for the sake of brevity shall be hereinafter referred to as **"THE CONFIRMING PARTY NO. 2" OF THE FOURTH PART**, which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, Administrators, Legal Representatives, and permitted assigns etc.);

**WHEREAS :**

Shri. Santosh Shantilal Muthiyan (Hereinafter referred to as '**THE OWNERS/CONFIRMING PARTY NO.1**') at all material times being well seized and possessed of and otherwise sufficiently entitled to all that piece and parcel of non-agricultural land/s more particularly described and set out in the **First Schedule** written hereunder (Hereinafter referred to as **"THE SAID PROPERTY"**);

The said property having its roots in parent Survey No.905/2/1+2 admeasuring 5 Hec. 58 Ares which was taken for sdevelopment by the Confirming Party No.2 herein from Mr. Murlidhar Sadhurar Khemani and other 4 with the consent of Mrs. Pushpa Murlidhar Khemani and other 11. The said Development Agreement is duly registered with the office of Sub-Registrar, Nashik at Sr. No.2897 on 10/04/2007. A Deed of Confirmation was also executed by Mr. Murlidhar Sadhurar Khemani and others in favour of Confirming Party No.1 as the Director of Confirming Party No.2 with the consent of Mrs. Pushpa Murlidhar Khemani and other 11. The said Deed is duly registered with the office of the Sub-Registrar, Nashik at Sr.No.9434 on 10/11/2008. Along with the said Confirmation Deed, the Agreement for Sale dated 01/12/2007 which is duly impounded on payment of proper and requisite stamp duty thereon, is annexed.

The Owners have purchased the said property from its previous owners the Khemani family members, absolutely and forever free from any encumbrances under registered Sale Deed dated 10/11/2008 which is duly authenticated before the Sub-Registrar of Assurances, Nashik at Sr.No.9435/2008 and further executed a registered Correction Deed duly authenticated before the Sub-Registrar of Assurances, Nashik at Sr.No.10595/2008. Thus, the Owners have accrued a title of absolute ownership to the said property and they are well seized and possessed of the same;

The said property is free from all or any encumbrances;

All outgoings thereof are duly discharged;

The said property is neither acquired nor required by any Government Authority and no notices thereof have been received;

The said property is not subjected to injunction or prohibitory order of any court or attachment / order against any claims or dues of any third party or Government Agencies;

The said property is the retained land and cleared under the provisions of then ULC Act which is now repealed and abrogated;

The said property is within the disposing powers of the Owners;

The tenure of the said property is converted to non-agricultural use vide orders of the Collector, Nashik and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966, bearing No.MAH/ KAKSHA/ 3/4/NA/ 376/2009 dated 13/04/2010;

The said Owners have granted unto the Promoters the development rights of the said property vide Development Agreement dated 09/01/2009 for the consideration and upon terms and conditions incorporated therein and have granted all the necessary rights, powers and authorities for the effective development of the said property vide General Power of Attorney dated 09/01/2009. The said Owners further executed and registered in favour of the said Developers Deeds of Rectification dated 17/02/2011. The said documents are duly stamped, executed and registered with the office of Sub-Registrar of Assurances;

In pursuance of the aforesaid Agreements and the permissions under the Maharashtra Land Revenue Code, 1966 (wherever applicable) the said Owners have handed over vacant and peaceful possession of the said property to the Promoters with the necessary rights, powers and authorities to develop and to sell the flats and other premises constructed thereon as the Promoters and/or their nominees/assignees may deem fit;

The Promoters have proposed to construct a group housing project on the said property in the name and style as "**ANMOL'S NAYANTARA GOLD**";

The Purchasers is offered an **Apartment/Flat/unit No. \_\_\_\_\_** on the \_\_\_\_\_ **floor**, (herein after referred to as "**THE SAID PREMISES** ") in the \_\_\_\_- \_\_\_\_\_ building / wing of the Project called "**ANMOL'S NAYANTARA GOLD** " (herein after referred to as "**THE SAID PROJECT**") being constructed by the Promoters;

The Nashik Municipal Corporation having sanctioned and approved the building plans and designs as per Commencement Certificate bearing No.LND/BP/CD/B-3/142 dated 03/06/2011 for the said property;

The Promoters have appointed M/s. Homework Architects, Mumbai, as Architect and Mr. Rajoo Pradhan as Landscape Architect and Consultants for the said Project and Mr. Milind Rathi as RCC Consultants for the said Project and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

By virtue of the said development agreement and rectification deed the Promoters alone have the sole and exclusive right to develop the said property and sell the Apartments/Flats/ Units to be constructed by the Promoters on the said Property and to enter into sale agreement/s with the Purchaser(s) of the Apartments/Flats/ Units to receive the sale price in respect thereof;

The Purchasers herein has demanded from the Promoters and the Promoters has given inspection to the Purchasers, of all the documents of title relating to the said project, right of the Promoters to develop the said property, details of the court litigation/s pending in respect to the said property and also the plans, designs and specifications of the said building(s) prepared by the Architect, orders, permissions, licences, clearances issued by the various government / semi government bodies 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 rules and regulations made thereunder. After the Purchasers enquiry, the Promoters herein has requested to the Purchasers to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoters. The Purchasers has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoters herein and the Purchaser has also satisfied himself about the court litigation/s pending in respect to the said property and has verified the same, however as on date there is no any injunction or prohibitory order for alienation of the constructed premises from and out of the said project and the Purchaser has also satisfied himself about title of the Promoters to the said Property, rights of the Promoters to develop the said Project and to allot and sell the said Premises. That the Purchasers has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

The authenticated copies of Certificate of Title issued by the advocate of the Promoters, copies of revenue record showing the nature of the title of the

Promoters to the said Property on which the said project is to be constructed have been annexed hereto;

The authenticated copies of the plans of the Layout of the said project as approved by the Nashik Municipal Corporation have been annexed hereto;

The authenticated copies of the plans of the Layout of the said Project as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto;

The copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto;

The clear block plan showing the project (Building/ wing) which is intended to be constructed and the said Premises which is intended to be bought by the Purchasers is in this said project (Building/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the Premises stated that the Purchasers intends to purchase and the Purchasers shall have the right to claim the same for is annexed herewith;

The copies of the floor plan and specifications of the Premises agreed to be purchased by the Purchasers, as proposed by the Promoters have been annexed herewith;

The Promoters has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building or the said Project;

While sanctioning the said plans the Nasik Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and the said Project and upon due observance and performance of which only the completion or occupation certificates in respect of the said project shall be granted by the concerned local authority;

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

The Purchasers has agreed to purchase the said Premises 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 Purchasers strictly.

The Purchasers 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 Purchasers and that the Purchasers shall not hold the developer responsible for the such contrary conditions.

The Purchasers has independently made himself aware about the specifications provided by the promoters 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 herewith.

The Purchasers 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 promoters and the vendors and on independently verifying the same the Purchasers has now agreed to the same as conditions mentioned in these contracts and that the Purchasers agrees to abide by the same failure of which shall absolve the promoters to that extent.

The Purchasers have applied to the Promoters for allotment of an **Apartment/Flat/Unit No. \_\_\_\_\_** on \_\_\_\_\_ **floor** in building / wing \_\_\_\_\_ of the said Project (hereinafter referred to as "**THE SAID PREMISES**") more particularly described and set out in the **SECOND SCHEDULE** written hereunder;

The carpet area of the said premises is ..... **square meter**, and "carpet area" means the net usable floor area of the premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchasers or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of

the Purchasers , but includes the area covered by the internal partition walls of the said premise;

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the Purchasers any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said Premises is agreed to be sold to the Purchasers.

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

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 allotted in respect of his Premises in the said project.

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;

The Purchasers have agreed to purchase and booked the said premises in the year ..... and consideration of the said premises was fixed Rs. .... /- at the time of booking as per the prevailing valuation. Initially the Purchasers have paid an amount of Rs. .... /- vide cheque no. .... dated ..... drawn upon ..... bank against the booking and towards part consideration. The separate booking letter / agreement was issued /executed at the time of said Flat/premises booking.

Prior to the execution of these presents the Purchasers have paid to the Promoters a sum of **Rs...../- (Rupees ..... only) on .....**, being part payment of the consideration amount of the Premises agreed to be sold by the Promoters to the Purchasers as an advance payment (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchasers have agreed to pay to the Promoters the balance of the consideration amount in the manner hereinafter appearing;

The Promoters have registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ..... On.....under registration no..... ;

Under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Premises with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchasers hereby agrees to purchase the said Premises;

**NOW THIS AGREEMENT WITNESSETHD AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

#### **1. PROJECT INFORMATION :**

The Promoters proposed to develop the residential Project "**ANMOL'S NAYANTARA GOLD** " having 15 residential buildings consisting of ground/ stilt + 10 upper floors on the said Property in accordance with the plans, designs and specifications as approved by the Nashik Municipal Corporation from time to time.

**Provided** that the Promoters shall have to obtain prior consent in writing to the purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchasers except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said project which are required to be made by promoters 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. Promoters may also make such minor additions and alterations as may be required by the Purchasers.

#### **2. CONSIDERATION :**

(a) (i) The Purchasers hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchasers the said **premises No.** \_\_\_\_\_

having carpet area admeasuring \_\_\_\_\_ sq. mtr., Enclosed balcony area admeasuring \_\_\_\_\_sq.mtr., Dry Balcony area admeasuring \_\_\_\_\_ sq. mtr. and Terrace area admeasuring \_\_\_\_\_ sq. mtr., situated on \_\_\_\_\_ floor in the building/ wing \_\_\_\_\_ out of the Project "**ANMOL'S NAYANTARA GOLD** " along with (hereinafter referred to as "the said premises" and more particularly described and set out in the **SECOND SCHEDULE** written hereunder) as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which including **Rs. \_\_\_\_\_** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the **FOURTH SCHEDULE** annexed herewith.

(ii) The Purchasers hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchasers one parking space for the consideration of Rs. \_\_\_\_\_/-. Further that the purchasers shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

2. (b) The total aggregate consideration amount for the said Premises including the said parking space is thus Rs. \_\_\_\_\_/-

2. (c) The Purchasers agrees and understands that timely payment towards purchase of the said Premises as per payment plan/schedule hereto is the essence of the Agreement. The Purchasers have paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 10% of the total consideration amount) as an advance of booking of the said premises and hereby agrees to pay to that Promoters the balance amount of purchase consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** in the following manner :-

1. Amount of Rs. ....-/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
2. Amount of Rs. ....-/-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Premises is located.
3. Amount of Rs. ....-/-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including stilts of the building or wing in which the said Premises is located.

4. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
5. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
6. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.
7. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.
8. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the said Premises to the Purchasers on or after receipt of occupancy certificate or completion certificate.

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Purchasers shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the abovementioned Payment schedule through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

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

The Purchasers herein is well aware that and it is expressly agreed by and between the parties hereto that, the Purchasers agree/s to bear and pay the Goods and Services Tax (GST) as applicable on the present transaction of transfer and sale of the Said Premises by the Promoters to the Purchasers.

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

2. (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments. The promoters may charge the Purchasers separately for any upgradation/ changes specifically requested or approved by the Purchasers in fittings, fixtures and specifications and any other facility which have been done on the Purchasers request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2. (f) The Promoters may allow, in its sole discretion, a rebate for early payments of = instalments payable by the Purchasers by discounting such early payments @ 6 % 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 the Purchasers by the Promoters.

2. (g) The Promoters shall confirm the final carpet area, balcony/sitout area and terrace area that has been allotted to the Purchasers after the construction of the

wing/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, balcony/sitout area and terrace area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchasers 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 Purchasers. If there is any increase in the carpet area allotted to Purchasers, the Promoters shall demand that from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said Premises and submitting the said details.

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

3.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoters shall before handing over possession of the said Premises to the Purchasers herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Premises.

Notwithstanding anything to the contrary contained herein, the Purchasers shall not be entitled to claim possession of the said Premises until the completion certificate is received from the local authority and the Purchasers has paid all dues payable under this agreement in respect of the said Premises to the Promoters and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said Premises to the Promoters.

Howsoever for the purpose of defect liability on towards the Promoters, the date shall be calculated from the date of handing over possession to the

Purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building/phase/wing as stated in the said agreement. That further it has been agreed by the Purchasers that any damage or change done within the premises sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Purchasers then the Purchasers expressly absolves the Promoters 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 Promoters.

3.2 Time is of essence for the Promoters as well as the Purchasers. The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchasers and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Promoters on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email to the Purchasers and the Purchasers shall make payment of such due amount to the Promoters within seven days from date of receiving such intimation. The Purchasers specifically agrees that he/she/they shall pay the aforesaid amount along with service tax/GST and any such other Taxes without any delay along with each instalment.

4.1 The Promoters hereby declares that the Floor Space Index available as on date as per prevailing rule and regulation of Nashik Municipal corporation in respect of the said Property is ..... square meters out of which Promoters have utilised ..... square meters and Promoters has planned to utilize balance Floor Space Index of ..... square meters 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 Promoters have disclosed the Floor Space Index of ..... square meters as proposed to be utilized by him on the said Property in the said Project and Purchasers has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. The Purchasers further agrees and undertakes that the Purchasers (or being a member of the said association) shall not claim over the balance FSI/ TDR or future FSI/TDR available to

the said Property in future and the Promoters shall have right to use such balance FSI/TDR or future FSI/TDR in the other properties.

4.2 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Promoters or not, Without requiring any consent or power from the said Apartment Association or apex body or federation, the Promoters shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the said project without changing F.S.I. and the area of the said property and the buildings thereon.

4.3 The Overall Optional facilities shall vest in the Promoters or its assigns, The Optional facilities shall always belong to the Promoters, the optional facility will be made available to the Purchasers as mentioned herein. These are retained by Promoters for benefit of all purchasers of the Project, the Purchasers herein or the said Apartment Association shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Promoters and on payment of the charges, fees as will be stipulated by the Promoters.

5.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Purchasers, the Promoters agrees to pay to the Purchasers, who does not intend to withdraw from the project, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, on all the amounts paid by the Purchasers, for every month of delay, till the handing over of the possession. The Purchasers agrees to pay to the Promoters, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, on all the delayed payment, amounts, instalments which become due and payable by the Purchasers to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoters.

5.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 5.1above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 Purchasers fail to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lakhs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchasers, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoters to the Purchasers till the date of such termination and the Promoters herein shall be entitled to deal with the said premises with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoters shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

6. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities as set out in the **THIRD SCHEDULE** hereunder written and the Purchasers confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises. It is further expressly agreed by and between the parties hereto that the water supply through the water connections shall be subject to availability from the Nasik Municipal Corporation. AND the Purchasers are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Purchasers shall have to pay for the water charges either by tanker or any other form.

In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per the promoters policy there shall be no customisation permitted

inside the said Premises. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

7. The Promoters shall give possession of the said Premises to the Purchasers on or before **31st December 2018** If the Promoters fails or neglects to give possession of the said Premises to the Purchasers on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchasers the amounts already received by him in respect of the said premises with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

**Provided** that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of -

- i. Non-availability of steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.
- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.

- xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the allotment within **30** days from that date. After any refund of the money paid by the Purchasers, Purchasers agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

**Schedule for possession of the Common amenities:-** The Promoters herein is developing the said Property consists of 15 residential buildings having common amenities and optional facilities, the construction/development of the said common amenities as well as optional facilities will be completed in due course only after completion of construction of all buildings on the said Property and it shall be made available for use on or before **31st December 2018**, provided subject to terms and conditions mentioned herein. The Purchasers herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Premises on the ground of non completion of the common amenities and optional facilities as mentioned herein.

That the Purchasers further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said Premises shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Premises and he can cohabit in the said Premises. However if the developer is not allowed by the Purchasers 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.

**8.1 Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Purchasers intimating that, the said premises is ready for use and occupation. The Purchasers herein shall inspect the said Premises in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoters as per terms and conditions of this agreement and take the possession of the said Premises within **15** days from the date of written intimation issued by the Promoters to the Purchasers herein. The Promoters agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchasers agree(s) to pay the maintenance charges as determined by the Promoters/association of Purchasers, as the case may be.

8.2 It shall be expressly agreed that wherever it is the responsibility of the Purchasers to apply and get necessary services the same shall not be undertaken by the promoters and the Purchasers shall be solely responsible for the same.

**8.3 Failure of Purchasers to take Possession of the said Premises:** Upon receiving a written intimation from the Promoters as per clause 8.1, the Purchasers shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchasers. In case the Purchasers fails to take possession within the time provided in clause **8.1** such Purchasers shall continue to be liable to pay maintenance charges as applicable property tax, electricity charges and any other expenses and outgoing in respect of the said Premises and the Promoters shall not be liable for the maintenance, wear and tear of the said Premises.

8.4 If within a period as specified in the Rules of said Act, the Purchasers from the date of handing over the said Premises or within 15 days from the date of intimation by the Promoters to take the possession of the said Premises whichever is earlier brings to the notice of the Promoters any defect in the said Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to

rectify such defects, then the Purchaser shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act.

Provided however, that the Purchasers shall not carry out any alterations of the whatsoever nature in the said Premises of phase/ wing and in specific the structure of the said Premises/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchasers shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Purchasers to maintain his Premises 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 Promoters to the Purchasers ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Purchasers the promoters shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the Purchasers has been made aware and that the Purchasers expressly agrees that the regular wear and tear of the Premises/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchasers, 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 used, in the structure built of the premises /phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8.5 The Purchasers with prior permission of the Promoters and on furnishing necessary undertaking/declaration shall take soft possession of the said Premises for carrying out internal changes / interior works in the said Premises. The said internal changes / interior works shall be done by Purchasers as per the rule and regulation and guidelines of the prevailing laws. The Purchasers shall be liable for any mishap or entire acts of the external agency appointed by him or its agents or contractor or sub contractor. The Purchasers hereby declares that the Purchasers shall not claim for any deficiency or defect on account of the work done by the Purchasers or his external agency under above para 8.4.

8.6 The Purchasers having taken possession of the said Premises shall confirm having checked all specifications, fixtures, fittings as listed out in **THIRD SCHEDULE** and confirm that there is no defect in the said Premises. The Purchasers shall not in future raise and object of claim of any nature whatsoever in that behalf against the promoters.

8.7 The Promoters is developing the said project and the Promoters will have the right to decide which block(s)/building(s) to construct first. All the buildings/wings may not be constructed simultaneously. The said Project will be completed in various construction stages and availability of few common amenities, Services, optional facilities shall be dependent on the construction phasing and may get ready till the last building is completed or/and at the end of the Project.

It is agreed by the Purchasers that few amenities, facilities and infrastructures may not be ready and fully available at the Date of Offer of Possession and the same may be completed at the end of the said project. The Purchasers have confirmed that they are aware of the same and the Purchasers shall not raise any objection or make any claim /compensation from the promoters on account of such inconvenience and/or non-availability, if any, due to such developmental/ construction activities or incidental/ related activities. Further, non availability and/or partial availability of the all amenities, facilities and

infrastructures in the said Project shall not be a reason for non payment or default in payment of the charges and outgoings as mentioned in this deed.

It is further agreed that the Purchasers shall not be entitled to claim any right in respect of optional facilities and the land appurtenant thereto and/or any of the common facilities in the said Project. The Purchasers shall be entitled to use optional facilities on membership basis subject to the rules, regulations/ guidelines framed by Promoters or the agency appointed by the Promoters as the case may be.

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

10. The Purchasers shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. The Purchasers hereby indemnifies the promoters against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of the Purchasers and any consequences arising therefrom shall be borne by the Purchasers alone. The Purchasers shall use the parking space only for purpose of keeping or parking the Purchaser's owned vehicle.

11. The Purchasers along with other Apartments/ Flats / Units holders in the said project shall join in forming and registering the association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Apartment Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchasers, so as to enable the Promoters to register the common organisation of Purchasers. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws, as may be required Competent Authority.

12.1 Within three months after receipt of completion certificate to the entire project the Promoters shall form the association, as aforesaid, cause to be transferred to the Association all the right, title and the interest of the Original Owner/Promoters and/or the owners in the said building in which the said premises is situated.

12.2 Within three months after receipt of completion certificate to the entire project the Promoters shall if so required form the federation of Association, as aforesaid, cause to be transferred to the Federation/ Apex Body all the right, title and the interest of the Original Owner/Promoters and/or the owners in the said project land on which the said building with multiple wings or buildings are constructed.

12.3 Within 15 days after notice in writing is given by the Promoters to the Purchasers that the said Premises is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of the said property and the said project, 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 facility team, clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said project. The Purchasers, from and after the date of issue of the notice from the Promoters to him/her/them to take possession at the request of the Purchasers, whichever is earlier, of the said premises, shall handover to the Promoters a cheque in favour of the promoters, for an ad-hoc amount calculated at the rate of Rs.30/-(rupees thirty only) per sq.mtr. per month of the area of the said premises towards ad-hoc maintenance charges for first 24 months of provisional amount of Rs...../- as mentioned in Para 13(iii) for the said premises and other outgoings and expenses including the outgoings mentioned in the **FIFTH Schedule**. The said premises/apartment shall always be subject to the lien of present as well as future unpaid taxes, outgoings, cess etc. and the Purchasers shall be liable to clear the same. It is agreed that the non-payment or default in payment of outgoings on time by Purchasers shall be regarded as the default on the part of the Purchasers and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

12.4 Notwithstanding anything contained in this Agreement, on expiry of the adhoc maintenance period, the Purchasers hereby agree/s to regularly and punctually contribute and pay his/her/their proportionate share towards the costs, charges, expenses, cess, taxes and all other outgoings etc. (including service tax and other taxes as may be made applicable at any time hereafter), in respect of the transaction herein contemplated items specified in the **FIFTH Schedule** hereunder written, such share to be determined by the Promoters having regard to the area of each premise. The Purchasers will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses and outgoings.

13. The Purchasers shall, at the instance of the Promoters, pay to the Promoters the following amounts:-

- (i) Rs.1,000/- towards share money, application entrance fee of the Association and/or Federation/Apex body.
- (ii) Rs.5000/- towards formation and registration of the Association and Federation/Apex body.
- (iii) Rs...../- towards Ad-hoc maintenance charges.(Rs.30/- per sq.mtr. per month of the area of the said premises for 24 months)
- (iv) Rs...../- towards provisional maintenance deposit. (Rs.3000/- per sq.mtr. of the area of said premises)
- (v) Rs...../- towards provisional amount towards the charges/expenses for procuring and using electricity, water, drainage, sewerage connections etc.
- (vi) Rs...../- towards clubhouse membership Fee.

The above mentioned amounts are subject to GST and the Purchasers agrees and undertakes to pay all the above amounts/charges alongwith GST thereupon as and when demanded by the Promoters. The said amounts are as per the prevailing rate/ charge in effect which is always subject to change and purchaser is given understanding to that effect and purchaser is aware of the same as such if the Promoters effects any change in such charges or amount in future the Purchasers shall be bound by the same and he shall pay the same without fail.

**13.2.** The ad-hoc maintenance amount mentioned in the para 13(iii) shall be spent for maintenance of the particulars mentioned in the **FIFTH SCHEDULE** for period of 24 months and the said amount is purely for the maintenance of the said things for specific period only. After spending the contributed amount towards the Ad-hoc maintenance for the 24 months, the remaining balance amount of ad-hoc maintenance shall not be transfer in the account of proposed association/organization. It is further agreed that the Purchasers shall not withhold

any payment of the amounts due and payable to the Promoters as the case may be under this clause on any ground. The Promoters shall be entitled to recover the said arrears with interest thereon.

It is further agreed by and between the parties that the Promoters shall not be liable to pay the adhoc maintenance charges for the UNSOLD premises till final conveyance of the said UNSOLD premises. It is further agreed and understood between the Parties that after the formation of the Organisation, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organisation shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organisation the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organisation shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organisation, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

### **13.3 MAINTENANCE DEPOSIT**

The Maintenance deposit amount as mentioned in the Para 13(iv) shall be applicable immediately on expiration of ad-hoc maintenance period. The Purchasers on receipt of the written notice in respect to the maintenance Deposit shall deposit the maintenance amount to the Promoters/Association/Organization. It is expressly agreed between the parties that the Promoters before formation of the proposed association/organization shall demand the maintenance deposit amount from the Purchasers for maintaining the said project and including optional facilities provided to the said project. The Promoters shall maintain the separate record for the amounts deposited by the all Purchasers. And after formation of proposed association/organization the said amount shall be transferred by the Promoters to the bank account of the association/organization. The amount of

maintenance deposit of all Purchasers shall be deposited in bank in the form of fixed deposit and the said project shall be maintained by the interest amount of the said fixed deposit. If in the event the Association feels that the said amount is not sufficient for maintaining the said project, in that event if such association is formed then the association shall take the decision or take necessary steps thereof in view of the effective management and maintenance of the said project.

Provided further that, the maintenance of all such area or areas shall be done by the Facility agency appointed by the promoters on requisite payment as agreed and settled by and between the Promoters and such facility agency. In this case M/s Prop Facility or any agency appointed by the Promoters is nominated for the general maintenance & upkeep of the campus. The said agency shall work closely in consultation with Apartment association committee; appoint various agencies for operation & maintenance of the campus. The Apartment association shall bear all the expenses of operation & maintenance of campus including that of Prop Facility & other agencies/vendors/suppliers etc appointed by them. It is further provided that in the event of any dissatisfactory services on account of maintenance of such facilities, the proposed Apartment Association shall disapprove the appointment of such agency for the purpose of maintenance by convening a meeting for that purpose and the resolution of disapproval being supported and passed by 70 % of the members of the proposed Apartment Association in attendance. If the resolution as stated is passed then the Promoters shall forthwith revoke the contract of such agency and shall hand over the maintenance of such facilities to the said proposed Apartment Association or opt for any other arrangement as may be mutually decided and agreed upon. However, such handing over of the maintenance of such facilities shall be restricted to its maintenance only and the ownership shall always continue to remain with the Promoters as reflecting above.

#### **13.4 OPTIONAL FACILITIES :**

The Promoters proposes to develop optional facilities of Clubhouse subject to the permission/ sanctions from the said Competent Authorities for the purpose of social activities and the Purchasers has/have agreed to avail the said optional facilities. The Purchasers shall hereby agree to pay the amount mentioned in para 13(vi) towards membership for clubhouse having steam, Jacuzzi, Gymnasium, Indoor Games, Multipurpose Hall, Library & Amphi theatre. The said facility shall be under the operation of concerned agency appointed by Promoters. The clubhouse facilities like steam, Jacuzzi, Amphi theatre & Multipurpose hall will be optional and available on chargeable basis as and when it is utilised by the member. Rest of the

facilities like Gymnasium, indoor games, Library etc will be available for use on yearly payment as proposed by the operator/agency appointed by Promoter. The Purchasers aware that the said facilities shall be developed at the end of the said project and the Purchasers agree/s to pay membership fees and all such other charges as may be stipulated by Promoters and /or such agency appointed by the Promoter from time to time. It is also clarified that the said facilities will be available to Purchasers only and not for guest or outsider, without prior permission of Promoters or Agency appointed by the Promoters. Entry to such facilities shall be allowed and the said facilities will be used on terms and conditions as may be stipulated by Promoters or appointed Agency from time to time.

The said optional facilities, landscaped garden and all other open areas and other facilities and utilities as may be provided by Promoters in the Project shall be managed by Promoters or its nominee(s). The Promoters shall have sole right to appoint agency for maintaining the said clubhouse having steam, Jacuzzi Gymnasium, Indoor Games, Multipurpose Hall, Library & Amphi theatre and Purchasers shall not interfere in the appointment as well as management of the same. In all eventualities the ownership of the clubhouse and its rights shall continue to vest in Promoters and the Purchasers shall be given only the membership of the clubhouse. The Purchasers but not the tenants, licensees or guest shall be entitled to have access to the said clubhouse having steam, Jacuzzi, Gymnasium, Indoor Games, Multipurpose Hall, Library & Amphi theatre on membership basis as per Promoters / appointed agency's rules and regulations subject to availability and on payment of such charges as may be fixed by promoters from time to time. The Purchasers shall abide all rules and regulations of the club house and other facilities and utilities.

13.5 The Purchasers hereby agrees to purchase the said Premises on the specific understanding that his/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 Purchasers (or the maintenance agency appointed by it and performance by the Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Purchasers has expressly agreed to pay for (fully/ proportionately) and as reflecting in FIFTH SCHEDULE.

14. The Purchasers shall pay to the Promoters a sum of Rs...../- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

15. The Promoters, on receipt of the total consideration amount of the said Premises and all other amounts mentioned under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the said Premises not later than three months from receipt of the completion certificate to the entire project and with proportionate indivisible share in the Common Areas to the association/federation as may be formed all the right, title and interest of the landowners/promoters in the adequate part of the said property unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchasers 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 Purchasers authorises the Promoters to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoters is made by the Purchasers.

At the time of registration of conveyance of the building/s of said Project, the Purchasers shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, by the said Association on such conveyance or any document or instrument of transfer in respect of the structure of the building/s of the said Project. At the time of registration of conveyance of the said Project Land, the Purchasers shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, by the said Association / Federation or Apex Body on such conveyance or any document or instrument of transfer in respect of the said Land to be executed in favour of the Federation or Apex Body.

**16. 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 Promoters herein has decided to have the name of the Project " \_\_\_\_\_ " and name of the building/wing will be denoted by " \_\_\_\_\_ " and further erect or affix Promoter's name board at suitable places as decided by the Promoters herein on a building and at the entrances of the scheme. The Purchasers in the said

project/building/s or proposed association/organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**17. DISCLOSER AND WARRANTIES OF THE PROMOTERS :**

**A. 1.** The Promoters is absolutely entitled to develop the said Project and the said property is free from encumbrances.

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

**3.** The Promoters shall construct the said Premises in the concerned wing/building of the said Project in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchasers, with only such variations and modifications as Promoters may consider necessary or as may be required by the concerned local authority/ the government to be made in them or any of them and for that the Purchasers herein has given his irrevocable consent, provided such variations or modifications do not adversely affect the said Premises.

**B.** The Promoters hereby represents and warrants to the Purchasers as follows:

i. The Promoters have clear and marketable title with respect to the said Property and have the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said Property or the Project;

iv. The litigations are pending before the Court of law with respect to the said Property or Project as under :

1. Special Civil Suit No. 101/2009
2. CMA No.189/2010
3. Special Civil Suit No.488/2010
4. Special Civil Suit No.39/2016

However in the said suit / Proceeding the Hon'ble Court has not passed any prohibitory or injunction order for the development and non alienation of the constructed premises.

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the said Property 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 and the said Property shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;

vi. The Promoters have 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 Purchasers created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said premises which will, in any manner, affect the rights of the Purchasers under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Premises to the Purchasers in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the project to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers;

x. The Promoters have 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;

xi. 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 Promoters in respect of the said property and/or the Project except those disclosed in the title report.

18. The Purchasers or himself/themselves with intention to bring all persons into whosoever is hands the said premises may come, hereby covenants with the Promoters as follows :-

- a. To maintain the said Premises at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises 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 said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoters to the Purchasers and shall not do or suffer to be done anything in or to the building in which the said premises 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 Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises 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 said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the said premises without the prior written permission of the Promoters and/or the Apartment association or the Apex/Federation body.
- 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 said premises 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 Premises in the compound or any portion of the project land and the building in which the said premises is situated.
- g. Pay to the Promoters within fifteen days of demand by the Promoters, 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 said premises 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 and/or other public authority, on account of change of user of the said premises by the Purchasers for any purposes other than for purpose for which it is sold.

- i. The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchasers to the Promoters under this Agreement are fully paid up.
- j. The Purchasers shall observe and perform all the rules and regulations which the Apartment Association 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 Purchasers shall also observe and perform all the stipulations and conditions laid down by the Apartment association/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.
- k. Till a conveyance of the structure of the buildings/phase in which said premises is situated is executed in favour of Apartment Association, the Purchasers shall permit the Promoters 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.
- l. Till a conveyance of the project land on which the building in which said premises is situated is executed in favour of Apex Body or Federation, the Purchasers shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- m. That the Purchasers shall indemnify and keep indemnifying the Promoters 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 Purchasers.
- n. 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 promoter and the Purchasers and the same shall be paid by the Purchasers as agreed mutually.

- o. That the parking space sold to the Purchasers shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 2 tones and not more than 1.8 height. That this has been clearly made aware to the Purchasers and the same has been agreed by the Purchasers to follow.
- p. The Purchasers shall not let, sub-let, transfer, assign or part with interest or part with the possession of the said premises until all the dues payable under this agreement by the Purchasers to the said apartment association are fully paid up so also all the outstanding amounts of the apartment association/facility agency are duly cleared.

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

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Property and the said Project or any part thereof. The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoters until the said structure of the buildings/Wings are transferred to the apartment Association or apex body/ federation and until the said Property / the said project is transferred to the apex body/ federation as hereinbefore mentioned.

## **21. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

A. It is Expressly agreed by and between the parties that after the Promoters executes this Agreement he shall not mortgage or create a charge on the said premises 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 Purchasers who has taken or agreed to take such Premises/Apartment.

B. The Promoters specifically reserves the right to offer and to create charge on Project (except the Said Premises) for obtaining development, construction and

other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters and the Purchasers has/have given and granted his/her/ their/its specific and unqualified consent and permission to Promoters for doing the same. The Purchasers whenever asked in support of by Promoters in this regard, shall give and grant to Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same and strict compliance of this condition on the part of the Purchasers shall be of the essence of allotment of the Said Premises. Failure on the part of the Purchasers to implement and comply with this essential condition will be treated as a breach of this Agreement and Promoters shall thereupon be entitled to cancel and terminate this Agreement.

C. The Purchasers hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by Promoters hereafter in this regard and within 7 (seven) days of receiving Promoter's written intimation in this regard, sign, execute and give to Promoters and in such form as may be desired by Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for Promoters offering and giving Said Property and/or the Said New Buildings and/or the other buildings and structures proposed to be constructed on Said Property by Promoters or any part thereof (save and except the Said Premises), as security in the manner mentioned in sub-Clause hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of The Purchasers shall be of the essence of the contract and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchasers herein, Promoters has entered into this Agreement.

## **22. BINDING EFFECT**

Forwarding this Agreement to the Purchasers by the Promoters does not create a binding obligation on the part of the Promoters or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchasers fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the

Purchasers for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

### **23. ENTIRE AGREEMENT**

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

### **24. 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 Premises. This agreement may only be amended through written consent of the Parties

### **25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASERS/ SUBSEQUENT PURCHASERS**

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

It is further agreed by and between the parties hereto that the Purchasers 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 Promoters 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 Purchasers to the Promoters for the same; save and except his right to enjoy and use the Premises purchased by him and any other rights given by the developer to the Purchasers for which consideration has been dispensed.

## **26. SEVERABILITY**

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

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchasers in the said Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Apartments/Flats/Units in the said Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, which may be mutually agreed between the Promoters and the Purchasers, and after the Agreement is duly executed by the Purchasers and the Promoters 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.

30. The stamp duty and registration charges on this Agreement has been borne and paid by the Purchasers alone. Thereafter the Purchasers and/or Promoters herein shall present this Agreement as well as the conveyance deed at the proper registration office for registration within the time limit prescribed by the

Registration Act and the Purchasers will attend such office and admit execution thereof.

31. That all notices to be served on the Purchasers and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchasers and the Promoters 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 Promoters or the Purchasers, as the case may be.

### **32. JOINT PURCHASERS**

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

### **33. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the 'Nashik courts' will have the jurisdiction for this Agreement. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

### **34. WAIVER NOT A LIMITATION TO ENFORCE**

The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers 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 Purchasers that exercise of discretion by the Promoters in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchasers.

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

### **35. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Purchasers, 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 Promoters with such permission, approvals which would enable the Promoters 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 Purchasers 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.

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

### **36. LOANS FROM FINANCIAL INSTITUTION/BANK:**

(a) It is mutually agreed between the parties that in case the Purchasers intends to avail housing loan from Banks/Financial Institutions for payment of instalments of the Sale Consideration as set out hereinabove, the same may be availed on the basis that no right or interest of the Promoters under this Agreement is affected on account of finance being obtained by the Purchasers. The Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Premises on any ground or revokes the loan already granted.

(b) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoters to give its no objection to the same. The Promoters agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to promoter's right for payment of consideration on sale of said Premises due from the Purchasers and that the promoters shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchasers shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Promoters within stipulated time as per the payment plan.

(c) It is mutually agreed between the parties that the Promoters shall not be liable for repayment of loan amount or any part thereof availed by the Purchasers. All costs associated with procurement of loan amount shall be borne by the Purchasers alone.

(d) Notwithstanding any arrangement between the Purchasers and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, Property taxes, GST, works contract tax etc, remains un- paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoters and the Promoters shall have the first charge on the said Premises and/or the Premises for the un-paid/outstanding amount including interest thereon.

(e) The Purchasers shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchasers of the terms and conditions governing the said loan in respect of the said Premises.

(f) In case of any financing arrangement entered by the Purchasers with any financial institution with respect to the purchase of the Said Premises, the Purchasers undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to promoters through an account payee cheque/demand draft drawn.

Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchasers shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to promoters within stipulated time as per the payment plan.

**37. INSTALLATION OF AIR CONDITIONERS OR HEATERS:**

The Purchasers agree/s not to fix or install air conditioners or heaters in the Said Premises, save and except at the places which have been specified/designated in the Said Premises for the installation nor in any way disturb the external façade of the Said Premises.

**38. MISCELLANEOUS :**

- a. The Promoters, before execution of this Agreement has explained to the Purchaser inter alia, the entire scheme of the said Project, mode and form of conveyance, formation of apartment, maintenance of overall project Amenities and common area of the said project etc. and the promoters has also explained the current status of litigation/s mentioned herein and the Purchaser having understood and accepted the same, has executed this Agreement.
- b. The Purchasers and/or the apartment association shall follow all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as 1) Water (Prevention and Control of Pollution) Act 1974, 2) Air (Prevention and Control of Pollution) Act 1981, 3) Environment (Prevention and Control of Pollution) Act 1986, 4) H.W. (M & H) Rules, 5) Maharashtra Pollution Control Board, 6) Letter of Intent, 7) Public Liability (Insurance) Act, 1991, 8) Regulation for Development of Integrated Township In Area under Nashik Regional Plan, 9) Maharashtra Regional and Town Planning Act, 1966, 10) and all concerned & then prevailing laws applicable for time being in force, etc. and notifications, circulars thereunder, published by concerned government authorities / departments.
- c. If the Purchasers suffer any loss, damages et cetera arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations et cetera, the Promoters shall not be liable to make good the same to the Purchasers.
- d. The Promoters hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to

01.05.2017 and the same are not in use since then; and the purchasers hereby acknowledges the same. The Purchasers hereby clarifies that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoters only after 01.05.2017.

- e. The Promoters being the Private Limited Company registered under the Companies Act, 1956, their Board of Directors have passed resolution in the meeting authorizing the signatories on behalf of the Promoters to execute and register this Agreement. The copy of the said resolutions is annexed herewith.

f. **No other responsibility of the Owner/Promoter:**

The Promoters herein has not undertaken any responsibility nor the Promoters has agreed anything with the Purchasers orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.

g. **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & then Prevailing Laws :**

Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the **Real Estate (regulation and Development) Act 2016**, & prevailing Laws.

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals at Nashik on the day and year first mentioned.

**FIRST SCHEDULE**

(Description of the said Property)

All that piece and parcel of non-agricultural land retained under the then ULC Act, having **RS.No.905/1+2/1B** admeasuring area 34500 sq.mtr., situated within the limits of **village Nashik**, Tal. & Dist. Nashik and within the limits of Urban Agglomeration and the Nashik Municipal Corporation; together with all bushes, hedges, water courses, trees and each and every thing attached, embedded and existing therein together with the hereditaments and all existing easement and other rights of access appurtenant thereto and bounded as under that is to say :

|               |       |   |   |                  |
|---------------|-------|---|---|------------------|
| On or towards | East  | : | } | As per site plan |
|               | South | : |   |                  |
|               | West  | : |   |                  |
|               | North | : |   |                  |

SECOND SCHEDULE

(Description of the said Premises)

Upon the property mentioned in the First Schedule hereinabove, constructed building structures of residential project known in the name & style as '**ANMOL'S NAYANTARA GOLD**', From and out of the said project all that constructed said Premises having Flat/Apartment/Premises **No.....** having carpet area admeasuring \_\_\_\_\_ **sq. mtr.**, Enclosed balcony area admeasuring \_\_\_\_\_**sq.mtr.**, Dry Balcony area admeasuring \_\_\_\_\_ **sq. mtr.** and Terrace area admeasuring \_\_\_\_\_ **sq. mtr.**, situated on the ..... **Floor** out of the building named as ' \_\_\_\_\_', which is delineated and marked in red colour of the Floor design of the said building and bounded as under that is to say :

|               |       |   |   |                                                   |
|---------------|-------|---|---|---------------------------------------------------|
| On or towards | East  | : | } | As per sanctioned building plan annexed herewith. |
|               | West  | : |   |                                                   |
|               | South | : |   |                                                   |
|               | North | : |   |                                                   |

All the said premises together with existing rights of easements, access, common amenities, fittings, fixtures and other rights appurtenant thereto;

THIRD SCHEDULE

(THE NATURE, EXTENT AND DESCRIPTION OF INTERNAL AS WELL AS EXTERNAL AMENITIES AND SPECIFICATIONS)

□ Internal Amenities :

- |               |   |                                                                                                                                                                                                                                                                                                                           |
|---------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R. C. C. Work | - | R. C. C. framed Structure                                                                                                                                                                                                                                                                                                 |
| BLOCK WORK    | - | External 125/150 mm. thick, internal 100/125/150 mm thick AAC Block.                                                                                                                                                                                                                                                      |
| FLOORING      | - | 600mm x 600mm Vitrified / Ceramic tile of Rs. 30 to Rs. 32/- per Sq. ft. in living/ drawing.<br>Vitrified / Ceramic tile of Rs.25/- upto Rs.28/- per Sq. ft. in Dining, bedroom and bathrooms,<br>Glazed / Ceramic / Vitrified tile dado (upto 7’ht) in bathrooms.( Rate ranging for Rs. 25 to 30 per sft, sizes ...300mm |

|                        |   |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |   | x 300mm or 300mm x 450mm, or 300mm x 600mm or 600mm x 600mm)<br>Vitrified / Ceramic tile flooring with black/steel grey granite platform 8 Rft in length ( granite rate. Rs. 70 to 80 per sft) and glazed tiled on dado upto 2 feet ht in Kitchen.( flooring & dado tile sizes ...300mm x 300mm or 300mm x 450mm, or 300mm x 600mm or 600mm x 600mm),and wooden flooring in one of the bedroom (applicable to 2BHK & 3 BHK only) |
| DOORS AND HARDWARE     | - | Laminated flush door in main door, bedroom, bathroom & kitchen...( Locally manufactured)                                                                                                                                                                                                                                                                                                                                         |
| WINDOWS                | - | Colored powder coated or anodised aluminium sliding windows with clear glass 4mm thk).... (Locally manufactured)                                                                                                                                                                                                                                                                                                                 |
| INTERNAL FINISH        | - | Gypsum Plaster & OBD (Oil Bound Distemper).                                                                                                                                                                                                                                                                                                                                                                                      |
| EXTERNAL FINISH        | - | Snowcem Paint / Apex equivalent paint.                                                                                                                                                                                                                                                                                                                                                                                           |
| ELECTRICAL             | - | Geyser point in bathrooms, TV/ Telephone/ Intercom points in living room, Adequate number of light points, fan points, and plug points, Concealed wiring of reputed brand, good quality modular switches.                                                                                                                                                                                                                        |
| PLUMBING               | - | PVC/SWR Water pipe of ISI standard for ext plumbing, CPVC/UPVC pipes for internal pipeline in kitchen and bathrooms.                                                                                                                                                                                                                                                                                                             |
| C.P. Sanitary fittings | - | The C.P. Sanitary fittings & fixtures of reputed band                                                                                                                                                                                                                                                                                                                                                                            |

□ External Amenities :

- 1. Landscape Gardens.
- 2. Children Play Area.

3. i. Membership for clubhouse having Steam, Jacuzzi, Multipurpose Hall, Amphi theatre, Gymnasium, Indoor games, Library etc..
- ii. The said facility shall be under the operation of concerned agency appointed by Promoters.
- iii. The clubhouse facilities like Steam, Jacuzzi, Multipurpose Hall & Amphi theatre, etc. will be optional and available on chargeable basis as and when it is utilised by the member. Rest of facilities like gymnasium, indoor games, Library etc. will be available for use on yearly payment as proposed by the operator/agency appointed by Promoter.
4. Generator or UPS Backup for operation of elevators, pumps.
5. RCC Earthquake resistant construction.
6. Intercom link with security cabins.

#### **FOURTH SCHEDULE**

(The nature, extent and description of common areas and facilities)

Common areas and facilities of immediate area abutting the main entrance door after the landing on the floor, staircase, lifts, entrances lobby of the building servant's toilet and all other areas which have been provided for common use by the Organization of the said premises hereby agreed to be sold in proportion with other premises on the same floor. In case of the Terrace Flat, the terrace shall belong exclusively to the respective Purchasers of the said flat/premises abutting to the terrace.

#### **FIFTH SCHEDULE**

(DESCRIPTION OF THE COMMON EXPENSES AND DEPOSITS)

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roofs, gutter, and rain water pipes of the building, water pipes, gas pipes, if any, and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flats and main entrance, passages, landings and staircases, terraces or roofs of the building as enjoyed by the Purchaser or used by him in common as afore said.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the purchaser in common as afore said.
3. The cost of the decorating the exterior of the building.
4. The cost of the salaries of facility team, clerks, bill collectors, chowkidars, sweepers, etc. appointed by promoters, association to manage and look after the building.
5. The cost of maintenance of other lights and services charged.

- 6. Costs of maintenance of lifts, its machinery.
- 7. Costs of maintenance of Gardens.
- 8. Insurance of the building.
- 9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building/s and the entire project.
- 10. N. A. Tax after completion of building.

SIXTH SCHEDULE

DESCRIPTION OF THE PROHIBITED AND RESTRICTED AREA

- 1. MSEDCL Transformer/Sub-Station area.
- 2. Sewage Treatment Plant.
- 3. Generator area.
- 4. Lift Machine Room.
- 5. Security Cabins.
- 6. Other such sites determined in the Project.

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

Signed, Sealed & Delivered  
By the withinnamed **PROMOTERS**  
**BAFNA BUILDERS AND LAND DEVELOPERS**  
A Registered partnership Firm  
Through its Partner & Authorised Signatory  
**MR. SUSHILKUMAR KASTURCHAND BAFNA** .....

Signed, Sealed & Delivered  
By the withinnamed **PURCHASERS**  
**MR.....** .....

In presence of :

- 1.
- 2.

No.

Date :

ALLOTMENT LETTER

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub : Allotment of the Apartment/Unit No.\_\_\_\_ on \_\_ floor in the building/  
Wing named as \_\_\_\_\_ out of the Project ANMOL'S NAYANTARA GOLD  
at Village Nashik , Taluka and District Nashik, (hereinafter referred to as ‘the  
said Project’).

Dear Sir/Madam,

1. With reference to your initial advance/deposit amount of Rs.  
..... vide cheque no. .... drawn upon  
..... bank .....dated ..... towards allotment of the  
the Apartment/Unit No.\_\_\_\_ on \_\_ floor in the building/ Wing named as  
\_\_\_\_\_ out of the Project ANMOL'S NAYANTARA GOLD at Village  
Nashik , Taluka and District Nashik, we acknowledge the receipt of the  
same and allotment of this flat is only.
2. You have agreed and confirmed that you shall execute & register flat  
sale agreement by making 10 % amount of the total consideration ( plus  
applicable VAT, service tax or GST, LBT, stamp duty, registration charges,  
documents preparation & legal charges and other statutory amounts  
levied on this transaction) of the said flat within 7 (Seven) days from  
issuance of this letter.
3. You are aware that we intend to develop the Project under the name &  
style as ANMOL'S NAYANTARA GOLD consists of 15 residential buildings.
4. We also explained to you that the said project namely ANMOL'S  
NAYANTARA GOLD consisting of 15 buildings, is registered under the

provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_.

5. We also explained to you that we have obtained some of the sanctions/approvals from the concerned local authority(s) and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said project.
6. You are aware that the apartment/ unit allotted by this letter is situated in the ..... wing / building of the said Project.
7. We hereby allot & agreed to sell to you the apartment / unit bearing no. .... on the ..... floor of the building ..... out of the Project ANMOL'S NAYANTARA GOLD , having carpet area ..... sq.mtr. , enclosed balcony area ..... sq.mtr., Dry balcony area ..... sq.mtr. and Terrace area ..... sq.mtrs, for consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises and together with allotted parking space for the consideration of Rs. \_\_\_\_\_/-. The total consideration amount for the apartment/unit including allotted parking space is thus Rs. \_\_\_\_\_/-
8. You have paid to us an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as an advance payment and you hereby agreed and confirmed the following schedule of payment for the balance amount of consideration of Rs ..... ( Rupees ..... ) in the following manner :-
  - i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to us after the execution of Agreement
  - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to us on completion of the Plinth of the building or wing in which the said Apartment is located.
  - iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to us on completion of the slabs including stilts of the building or wing in which the said Apartment is located.

- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to us on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to us on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to us on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to us on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to you on or after receipt of occupancy certificate or completion certificate.

Time in respect of the said payments or instalments and in respect of all amounts payable under these presents by you to us is of the essence of the contract. In case of any delay on your part to make payment as per above schedule we have right to charge interest @ prime lending interest rate of state bank of India + 2 % per annum on the due amount till the date of actual payment together with interest.

- 9. You have inspected approved sanctioned plans, approvals, orders and the title documents in relation to the said project and you have satisfied about the same. You are aware that we have right to change, modify, alter, revised the approved sectioned plans & layout of the said project.
- 10. We informed to you that you shall neither have any right or authority to create any charge or any third party interest on the said apartment/ Unit nor any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.

11. You are aware that this letter is an acknowledgement of your advance amount for your proposal to purchase the said premises.
12. You have agreed and confirmed that Adhoc Maintenance charges, electric meter, Apartment formation charges, provisional amount towards the charges/expenses for procuring and using electricity, water, drainage, sewerage connections and other amounts referred in the payment statement annexed hereto will be extra and payable by you as per our demand letters. And all taxes as may be applicable and levied on the present transaction including VAT, Service Tax, LBT, TDS, GST or any other taxes in respect of the said premises shall also be borne and paid by you.
13. You should submit copies of a PAN, Adharcard, Residence Proof and/or Certificate of Incorporation /MOA/AOA as the case may be along with payments mentioned in the para 2 within 7 (seven) days herefrom.
14. General terms and conditions :
  - a. All payments against this allotment shall be made by way of a crossed demand draft drawn in favour of \_\_\_\_\_.
  - b. If payment as stipulated in Point (2) above is not made then this allotment letter shall stand cancelled.
  - c. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate was seen and approved as displayed on the site and it has been approved by you and your advocate and agreed upon between us and the same will be set out in an Agreement for Sale, which you shall execute & register the said agreement within 30 (Thirty) days herefrom.
  - d. This Allotment shall be subject to Nashik Jurisdiction Only.
15. The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfilment of the terms and conditions set-forth herein.

Yours faithfully,

For .....

Accepted by