Zone - Nashik- 1.3.69-A Govt. Rate per Sq. Mtr. Rs. 30,000/-
Govt. Valuation Rs. _____/- Consideration Rs. _____/-
Stamp Rs. _____/- Registration Fee Rs. _____/-

&& lr &&

Agreement For Sale

THIS AGREEMENT FOR SALE is made & executed on this __th day of July in the Christian year Two Thousand Seventeen, at NASHIK.

BETWEEN

M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,
a Limited Liability Partnership Firm
duly registered under the provisions of Limited Liability Partnership Act 2008 bearing L. L. P. Identification No. AAB-2234
PAN NO. AAJFJ 0360 P
Through its Partner
Shri. _____
Age : _____ Years, Occupation :- Business & Agriculturist,
Office At - Survey No. 256+257 Opp. Rasbihari International School,
Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik-422003.

Hereinafter referred to as THE PROMOTER/ OWNER [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LLP, its partners for the time being constituting the LLP its successors-in-title or the company or companies in which the said company may be merged or amalgamated] ..... OF THE FIRST PART

AND

1. _____
   Age - ____Years, Occupation - _____
   PAN-_____
2. _____
   Age - ____Years, Occupation - _____
   PAN-_____

3. _____
Age - ____Years, Occupation - _____
PAN-_____
B/R/o. _____
_____

Hereinafter referred to as THE ALLOTTEE / PURCHASER [which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns] ..... OF THE OTHER PART

WHEREAS

A) Phase No. IV-A admeasuring land area under the plinth of _____ Sq. Mtr. consisting of Building / Wing Nos. O, Q, R and S totally admeasuring built-up area of _____Sq. Mtr. and covering ground / plinth area of _____ Sq. Mtr. situated in Northern side portion specifically lying and situated on Survey No. 257/1B(P), 257/1C, 257/1D, 257/1J, 257/2A/1(P) and 257/2B(P). Out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing S.No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7 + 257/1A+ 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(part) + 257/2B (part), S.No.as per D.I.L.R. S.No.256/2 to 6/6+256/2 to 6/8(pt)+256/2 to 6/1+57A/9+257A/11+257A/12 lying and situated at Nashik and more particularly described in First Schedule hereunder is owned by the Promoter, herein having purchased the same by various sale deeds /development agreement, which is described in details as follows (hereinafter referred to as "The Project Land")

a) M/s. Jaikumar Constructions L. L. P. (hereinafter referred as Land Owner/Promoter / Developer) seized & possessed of & otherwise well & sufficiently entitled to all that pieces or parcels of Non-Agricultural Lands bearing Revenue Survey No.256/2 admeasuring 01 Hector 60 Ares & Land bearing Revenue Survey No. 256/3 (Part) admeasuring 00 Hector 81 Ares situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. The said properties are purchased by said owner by different sale deeds.

The respective owner of Survey No. 256/1 to Survey No. 256/8 were given an application for the admeasurements of total area of Survey No. 256 and accordingly Tahsildar Nashik gave his order vide no Adhi/Kavi/3243/2014 Dated 20/12/2014 and Deputy Superintendant of Land Record Office gave his order vide no/Nashik/Du.Ra.No. 807/14 Dated 24/11/2014, accordingly at village Nashik record of right has been corrected

after obtaining permission from Collector Nashik vide no Masha/Kaksha-3/4/NA Letter No./442/2012, Nashik Dated 29/10/2012. Hence Kami Jasta Patrak is applicable and old survey no 256/2 and 256/3 is renumbered as Survey No. 256/2 to 6/1 area admeasuring 10755.00 Sq. Mtr. and Survey No. 256/2 to 6/6 area admeasuring 12225.00 Sq. Mtr. is owned and possessed and shown in the name of M/s. Jaikumar Constructions LLP, partnership firm. To that effect mutation entry no. 96263 dt. 26/02/2015 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter purchased TDR area admeasuring 5412.13 Sq. Mtr. from DRC Certificate No. 727 by Registered Purchase Deed. Said Purchase Deed was Registered with Sub-Registrar Nashik-5 at Sr. No. 6048-2016 Dt. 10/10/2016. Out of the said TDR area part area is utilized on the Schedule property i.e. on the area of Survey No. 256/2 to 6/6.

Promoter owned and possessed area admeasuring 1120.00 Sq. Mtr. out of Survey No. 256/2 to 6/8. Area from the said survey number is reserved for DP Road by Nashik Municipal Corporation, Nashik. Hence against said DP Road area or in lieu of said DP Road area Promoter has received FSI of 1120.00 Sq. Mtr. from Nashik Municipal Corporation, Nashik. Accordingly while sanctioning building plan on Survey No. 256/2 to 6/6, 1120.00 Sq. Mtr. FSI area is utilised on the said survey number.

b) Non-Agricultural Lands area bearing Revenue Survey No. 257/1A area admeasuring 3290 Sq. Mtr. Survey No. 257/1B area admeasuring 3290 Sq. Mtr., Survey No. 257/1C area admeasuring 3290 Sq. Mtr, Survey No. 257/1D area admeasuring 3590 Sq. Mtr., Survey No. 257/1J area admeasuring 3290 Sq. Mtr., Survey No. 257/2A/1(P) area admeasuring 10203 Sq. Mtr., Survey No. 257/2B area admeasuring 7200 Sq. Mtr. situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. Out of the said total area the following area are owned and possessed by Promoter by sale deed and by Development Agreement.

M/s. Jaikumar Constructions L. L. P. purchased area admeasuring 0 Hector 3500 Sq. Mtr. area out of Survey No 257/1A, area admeasuring 2190 Sq. Mtr. area out of Survey No. 257/1B(P), area admeasuring 390 Sq. Mtr. area out of Survey No 257/1C(P), area admeasuring 2880 Sq. Mtr. area out of Survey No 257/1D(P), area admeasuring 10203 Sq. Mtr. area out of Survey No 257/2A/1(P), area admeasuring 7200 Sq. Mtr. ares out of Survey No 257/2B(P) by different sale deeds.

And M/s. Jaikumar Constructions L.L.P. obtained and having development rights of area admeasuring 1100 Sq. Mtr. Ares out of Survey No 257/1B(P), area admeasuring 2900 Sq. Mtr. Ares out of Survey No 257/1C(P),

area admeasuring 710 Sq. Mtr. Ares out of Survey No 257/1D(P) and area admeasuring 3290 Sq. Mtr. Ares out of Survey No 257/1J.

c) Whereas Promoter has decided to develop above mentioned total area, hence they have started constructions on the said area in a phased manner. Subsequently for the sake of organized development of the project they have admeasured total land area from District Land Record Office, Nashik and to that effect have obtained revised commencement certificated dt. 29/04/2017 on total area admeasuring 57393.00 Sq. Mtr.

B] The following things regarding the title to the said Property-

(i) Any covenants affecting the said property.(As mentioned in the Development Agreement / Sale Deed) – Not Applicable

(ii) Any impediments attached to the said property(As mentioned in the Development Agreement / Sale Deed) – Not Applicable

(iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property - Not Applicable

(iv) Details of illegal encroachment on the said property- Not Applicable

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. – Not Applicable

(vi) Details of mortgage or lien or charge on the said property. – Promoter has availed project loan facility from State Bank of India, Industrial Area, Satpur, Nashik Branch.

C] Being owner and developer the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

D] The Owner / Promoter is in possession of the project land. And have all rights to develop the project land.

E] Nature and Particulars of the entire scheme are as under –

a] The layout is sanctioned for the area of 57393 Sq.mtrs. and after excluding area of amenity space admeasuring 2658.10 Sq. mtrs. and area under D. P. Road admeasuring 1120 Sq. mtrs. layout of for the remaining area admeasuring 53,162.05 Sq.mtrs. said layout is sanctioned by Nashik Municipal Corporation, Nashik vide Commencement Certificate bearing No.C-1/61/610 dated 29.04.2017 and copy thereof is annexed herewith as ANNEXURE C-1 buildings bearing nos. O, Q, R and S i.e. Phase-IV-A are shown therein in boundary line. The Promoter will revise the said layout in future and it will be

sanctioned when permitted by availing FSI for road under reservation and paid FSI or TDR.

b] The permission for non agricultural use of the following land has been obtained from the Collector viz

(i) For area admeasuring 3500 Sq. Mtr. Out of Survey No. 257/1A, Area admeasuring 3290 Sq. Mtr out of Survey No 257/1B, area admeasuring 3290 Sq. Mtr out of Survey No 257/1C, area admeasuring 3590 Sq. Mtr out of Survey No 257/1D & area admeasuring 3290 Sq. Mtr out of Survey No 257/1J, area admeasuring 5403 Sq. Mtr. Out of Survey No 257/2A/1(P) are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./443/2012 Nasik, Dt. 26/11/2012.

(ii) For area admeasuring 4800 Sq. Mtr out of Survey No 257/2A/1(P) and area admeasuring 7200 Sq. Mtr out of Survey No 257/2B are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./28/2014 Nasik, Dt. 08/10/2014.

(iii) For area admeasuring 7781.02 Sq. Mtr out of Survey No 256/2(P) and And area admeasuring 15238.16 Sq. Mtr out of Survey No 256/3 are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Mah/Desk-3 / 4 / N. A. S. R./ 442 / 2012, Nashik Dated 29/10/2012.

c] The promoter has planned to develop the said project in eight phases out of those phases, Phase No. I , II-A , II-B , IV-A , IV-B are approved by NMC, Nashik and Phase No. III and V-A are partly approved by NMC, Nashik. The Promoter will use balance FSI & avail the FSI for area under reservations / TDR / Premium FSI and the same will be used in Phase no. III and V-A and will also be used on the Proposed Phase VI and all other Phases, by constructing additional wings/buildings /floors as shown in Plan C-2. Promoter has already purchased adjoining land bearing Survey No. 257/2B(P), 257/1G(P), 257/1F/2(P), 257/1H, 257/1e(P) & 257/1E admeasuring 15,737.00 Sq. Mtrs. and has prepared revised plan of the present layout by amalgamating the said new land in the sanctioned layout and the said plan will be sanctioned in near future and Buildings/ Wings on the said area are called Phase No. V-A. Area from Survey No. 256(P) has also been purchased by the Promoter and in the near future it will be amalgamated with Phase One to Phase Seventh and this eight phase will be called as phase VI. Copy of the said proposed plan is annexed herewith as ANNEXURE C-2. There will be recreational area or facilities in the said Phase VA and VI , all such common area and facilities among all eight phases shall be common for all such eight phases. The organization formed of

all the unit holders of all Phase's shall join in forming federation / apex body along with other phases. In the same manner the Promoter may join additional adjoining lands in the said larger scheme without however affecting rights of unit holders in his / her apartment. By executing this agreement the Allottee herein has permitted the said changes in the layout plan as the same does not affect his apartment, and has authorized the Promoter to do all acts, deeds and things for getting the said plans accordingly revised. While sanctioning revised building plan, if due to the present or future legal provisions, DC Rules or orders it becomes necessary to provide accommodation/flat/housing area/Apartment for allotment thereof to economically weaker section or such group through or without intervention of MHADA or Government or Corporation or other institution at cost or for constructions cost then the promoter shall be entitled to revise the plans for providing the said accommodation and use of FSI given in lieu thereof. The allotee has given his /her irrevocable consent for the same.

d] This agreement pertains to Phase No.-IV-A only which consists of presently sanctioned Building / Wing Nos. O, Q, R and S consisting of Parking plus Fifteen Floors. Copy of the said plan is annexed herewith as ANNEXURE- C-1. All the terms mentioned below pertain to Phase No.-IV only. Separate organization i.e. Association of Apartment Owners of the unit holders in the said Phase will be formed as per provisions of Maharashtra Apartment Ownership Act, 1970 and the said Building/s will be conveyed to the said association or to the unit purchasers as the case may be. After completion of the entire scheme i.e. all the phases, federation / apex body will be formed of all the phases/ buildings/ wings.

e] The Promoter has started the construction work of the said Phase No. – IV-A and the same is presently in progress.

f] It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilised as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the

internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

F] The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

G] The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

H] By virtue of the Sale Deed and Development Agreement / Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said buildings to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

I] On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri. Umesh Bagul as Project Architects and Mr. Umesh Joshi, M/s. J W Consultant LLP, Pune as Structural Consultant and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

J] The authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'Annexure 'A' and 'B' respectively.

K] The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure- 'C'.

L] The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-'D'

M] The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said

building/s and shall obtain the balance approvals from various authorities from time to time, so as to will obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

O] The Promoter has accordingly commences construction of the said building/s in accordance with the said proposed plans. The lay-out / entire scheme is sanctioned by Nashik Municipal Corporation, Nashik vide Commencement Certificate No. C-1/61/610 dated 29.04.2017 of area admeasuring 53,162.05 Sq. Mtr. from Survey No. S.No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No 1 to 8 out of Survey No 256/7 + 257/1A+ 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(part) + 257/2B (part), S.No.as per D.I.L.R. S.No.256/2 to 6/6+256/2 to 6/8(pt)+256/2 to 6/1+57A/9+257A/11+257A/12. Promoter specifically declare that the subject property is from ___-Wing / Building from Phase –IV-A is lying and situated on Survey No. 257/1B(P)+257/1C+257/1D + 257/1J+257/2A/1(P) + 257/2B (P).

P] The Allottee has applied to the Promoter for allotment of an Apartment No._____ on _____ floor (hereinafter referred to as the said "Apartment") situated in the Building /Wing No._____ (hereinafter referred to as the said "Building / Wing") being constructed in the Phase No. IV-A of the said project.

Q] The carpet area of the said Apartment is _____ Sq.mtrs and "carpet area" (As defined in RERA) means the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is _____ Sq. Mtrs. and total carpet area of the Apartment including the said balconies is _____ Sq. mtrs. This explanation is

given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

R] 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.

S] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/- (Rs._____ _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

T] The Promoter agrees that he will registered said project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

U] Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

V] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. The Promoter shall construct the said building / Wing /s as mentioned above, O-Wing consisting of parking plus Fifteen floors, Q-Wing consisting of parking plus Fifteen floors, R-Wing consisting of parking plus Fifteen floors and S-Wing consisting of parking plus Fifteen floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by the Government authorities or due to change in law.

1 (a)(i)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of carpet area admeasuring _____ Sq.mtrs. on _____ floor in the building / wing No____ (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure-C-1 for the consideration of Rs._____/-(In Words Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

The Promoter has utilized FSI / paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is _____ Sq. mtrs. and total carpet area of the Apartment including the said balconies is _____ Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

(ii) All the Allottees in the said scheme (who have till this day booked the Aparments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/units and shall be heritable and transferable along with respective apartments/units and shall not be separated from the apartments / units. Accordingly the Allottee/s has selected for himself / herself / themselves covered Carpark No. _____ hereto and Allottee agrees that the Promoter has not done the said allotment and therefore Promoter has given its consent for the same subject to the terms of this Agreement/s. The Allottees further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.

1(b) The Total agreegate consideration amount for the apartment is thus Rs. _____/- (In Words Rupees _____ Only)

1(c) The Purchaser has agreed to pay to the promoter the consideration of Rs. _____/- (In Words Rupees _____ Only) in respect of the said flat in following manner :-

(i)	10%	of the total consideration amount at the time of booking.
(ii)	20%	of the total consideration amount after execution of the Agreement, start of escavation work.
(iii)	15%	of the total consideration amount at the time of completion of the plinth of the wing.
(iv)	7%	of the total consideration amount at the time of completion of casting of 4th slab.
(v)	8%	of the total consideration amount at the time of completion of casting of 8th slab.
(vi)	10%	of the total consideration amount at the time of completion of the slabs of the wing.
(vii)	2%	of the total consideration amount at the time of completion of brick work & internal plaster.
(viii)	5%	of the total consideration amount at the time of completion of external plaster & external plumbing, elevation, terraces with water proofing of the wing / building.
(ix)	6%	of the total consideration amount at the time of completion of staircases, lifts wells, lobbies up to the floor level of the said apartment, flooring, doors & windows.
(x)	12%	of the total consideration amount at the time of completion of lifts, water pumps, electric fitting, EC requirements, paving of areas, sanitary fittings.
(xi)	5%	of the total consideration amount at the time of hand over the possession of the flat on or after receipt of completion certificate.
100%	Total amount of Rs. _____/- (In Words Rupees _____ _____ Only)	

The following amounts are received on and before the date of this agreement and balance amounts of payment shall be payable by purchaser as per the above payment schedule.

_____/-	In Words Rupees _____ Only paid by Cheque No. _____ Dated __/__/_____ drawn on _____, _____ Branch.
_____/-	In Words Rupees _____ Only paid by NEFT Transfer UTR No. _____ Dated ___/___/_____. Paid as earnest money on execution of this agreement.

Total Rs. _____/- (In Words Rupees _____ _____ Only)

The vendor has acknowledged the receipt of the same subject to clearance of all cheques.

(1d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST / Value Added Tax, Service Tax 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 Promoter) up to the date of handing over the possession of the Apartment.

(1e) The Total price above excludes Taxes (consisting of Tax paid or payable by the promoter by way of GST/ Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project) The net amount of said taxes should be collected from the Allottee / purchaser and will be paid to the government authority by the promoter.

The Flat Purchaser admits that the amount paid by the purchaser to the vendor/ extent of supply of services, whichever is higher, will attract service tax at 3.09% till 31/05/2015, there after till 14/11/2015 will attract service tax at 3.50 % thereafter till 31/03/2016 will attract service tax at 3.625 % thereafter till 31/05/2016 will attract service tax at 4.35 %, thereafter till 30/06/2017 will attract service tax at 4.50 %. The balance amount to be paid/ extent of supply of services, as reduced by 33% (deemed reduction of land cost) on or after 01/07/2017 will attract CGST at 9% + SGST at 9%. However to pass on the benefit of lower Tax burden under the GST regime(Anti profiteering as prescribed under section 171 of GST Law) a 11.25% credit on account of GST benefit* is being applied. Hence tax applicable amounts to Rs._____/(Rupees _____ Only) (The Expected benefit is calculated on the basis of estimated figure of Input credit) & such other taxes, cesses, charges etc. levied by Government and semi Government authority if any with each installment on due date or within 7 days from the Promoter giving, verbal, written intimation or E-mail intimation (on-the E-mail ID provided by the customer) to the Flat Purchaser calling upon the Flat Purchaser to make the payment. for all the due amounts from the purchaser Payment in time is the essence of the Agreement. The overall taxation impact on account of transition to new GST regime is currently 4.5% on total consideration value. The above taxes, cesses and charges are subject to change by government and the Purchaser shall pay the aforesaid amount as applicable from time to time, without any objection on his / her part in future. Any transitional impact on account of VAT/SGST due to transition from MVAT regime to GST regime will be collected from customer separately.

FOR ADF (1f) The Promoter has allowed in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments for the period by which the installments has been prepond. This provision is made at the request and instance of the Allottee and is voluntarily agreed by the Allottee and, subject to other terms of this agreement, shall not be subject to any revision / withdrawal and shall not be questioned by the Promoter and the Allottee for any reason whatever.

(1g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

(1h) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his/her payments in any manner.

2(1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

2(2) Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of

construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. The Promoter hereby declares that, the total Floor Space Index for the Phase No-IV-A is permisible as on date is _____. Mtr. out of the said total floor space index currently consumed FSI on the Phase No-IV-A is _____ Sq. Mtrs. only and Promoter has planned to utilize remaining Floor Space Index as available today and in future in other phases by availing of TDR of 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 Promoter has disclosed the Floor Space Index of (____) _____Sq. Mtr. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area and that will be got sanctioned in future in the recitals above.

4(1) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Alloottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4(2) Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in

respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rupees One Lakh or Ten percent of the total amount received, whichever is higher payable to the Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not to terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

4(3) The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rupees One Lakh or Ten percent of the total amount received, whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure-'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control, by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest as mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
(iii) non-availability of steel, cement, other building materials, water or electric supply;
(iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
(v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
(vi) Delay or default in payment of dues by the allottee under these presents.
(vii) Pendency of any litigation.
(viii) Any act beyond the control of the Promoter.
(ix) Non availability of adequate labour for any reason.
(x) Force-Majeure.

It is further clarified that the Promoter shall be entitled for an extension of twelve months, for delivery of possession of the said Apartment, beyond the aforesaid date

of the possession for the reasons beyond his control apart from the aforesaid *force measure* conditions.

7(1) Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

7(2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/s is/are ready for use and occupancy.

7(3) Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7(4) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation to take possession under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any internal or external alterations in any fittings, electrical wire and fittings, tiling, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of water. If any of such works are carried out with / without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the apartment below / above / adjoining caused due to his act.

7(5) (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition / alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, kitchen gas supply machinery and others) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

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

8(a) Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof, along with building/s constructed or to be constructed thereon along with all the facilities, amenities, open spaces etc. shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction work of all buildings in the

entire scheme / Phase and utilisation of entire FSI and TDR, permissible to be utilised in the said Phase as per Development Control Rules (whether previously got sanctioned or not) and after receiving completions certificate from Nashik Municipal Corporation, Nashik (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their apartments to the provisions of the said Act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the unit/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

9. MAINTAINENCE :-

a) The flat Purchaser shall be liable to bear and pay from the date of the completion certificate of said flat, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said flat and building/s namely maintenance charges or such other levies levied by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said building/s and its common areas.

b) The Purchaser simultaneously with the execution hereof but in any event, before taking possession of the said premises shall pay the following amounts to the Promoter/ person/Agency / Company / Association appointed by the Promoters for looking after day to day maintenance of the entire project which inter alia includes maintenance of common amenities, areas & facilities described in Schedule- "Fifth" & "Sixth" hereto Rs. _____/- (In Word Rupees _____ Only) towards advance of maintenance deposit of the common areas, facilities & amenities. The promoter admits that the said amount shall be transferable.

It is hereby agreed between the parties to this Agreement that unless the payment of aforesaid amount is received by the Promoters or the person/Agency/Company/Association appointed by the Promoters from the Purchasers, possession of the said flat Premises shall not be delivered.

c) The Purchaser shall pay to the Promoter/ person/Agency / Company / Association appointed by the Promoters maintenance charges of Rs. _____/- (In Word Rupees _____ Only) plus GST as applicable from time to time per year in the form of 1 current dated and 5 post dated cheques towards yearly maintenance charges of the said flat prior to possession of the said flat by the Promoter to the Purchaser and Purchaser do hereby undertake to honor all the cheques.

d) The amounts collected by the Promoter/ person/Agency / Company/Association appointed by the Promoters under the provisions of this agreement. The purchaser shall not be entitled to demand any interest on the said amounts/deposit. Promoter / person / Agency / Company / Association appointed by the Promoters shall maintain a consolidated account of all the amounts so collected by them from all the purchaser of the flats in the buildings in the said Complex/Project Promoter/person/Agency /Company/Association appointed by the Promoters shall also give accounts of all the amounts spent on expenses towards the maintenance of the said expenses incurred for common amenities, areas & facilities. Upon transfer of the said pieces of land with the new building constructed thereon to the Association /Apex Body of Association that shall have been formed by the Purchaser of premises in the building/s in the said Complex/Project or to Apex Body or other Association of such Corporate Body/ies as provided herein, the said Promoter/ person/Agency / Company /Association appointed by the Promoters shall render a consolidated account to such Corporate Body/ies or Apex Body or Association and pay over to them the excess, if any, of such Collections or recover from them the deficit if any therein. Promoter/ person/Agency / Company / Association appointed by the Promoters shall not be liable to maintain or render any separate account of the different acquirers of premises individually. Rendering of such consolidated account to such Corporate Body/ies or Association and settlement of account with them shall discharge Promoter/ person/Agency / Company / Association appointed by the Promoters of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser of premises entitled to refund. The Promoter is not liable to give any account of such charges.

e) It is hereby agreed that the Promoter appointed agency shall maintain the building/s out of the advance received from the flat Purchaser. Such agency appointed for maintenance shall continue to maintain the property on the same terms as with the promoters even after the handing over of the charge to the ultimate body. The ultimate body shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract of the agency and appoint a new agency.

f) It is specifically agreed by and between the parties hereto that even if before completion of the entire scheme or sale of all units the Association shall be registered/formed, even then for the unsold premises/apartments/units the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head. The allottees of such units shall be liable to pay maintenance from the date of completion certificate and or delivery of possession whichever is earlier.

g) If any other tax including but not limited to Value added Tax Service Tax, Cess deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Nashik Municipal Corporation, or any local authority or electric supply agency or any other department or authority for providing water, drainage or electricity connection; or any other services, amenity or facility in the said building or in the said Complex /Project or if any other levy is levied by Government, Nashik Municipal Corporation or any local body or any other authority, the same shall be borne and paid by the Purchaser along with the Purchaser of all other premises in the said Building and in other buildings in the said Complex /Project in proportion to the area of their respective premises and the Purchaser shall pay his/ her/ their proportionate share therein before taking possession of the said Premises. Till water supply to the different premises in the said Building is separately assessed, the Purchaser shall pay along with the other outgoings a proper proportion of the water charges due in respect of his/ her/ their premises as may be determined by person/Agency / Company / Association appointed by the Promoters for looking after day to day maintenance of the entire project.

h) It is agreed between the promoters and the purchaser that the monthly maintenance charges in the respect of the said premises shall be paid by the purchaser to the promoter and / or Apartment Owners Association punctually. The purchaser hereby specifically agree and admit to pay such monthly maintenance charges @ 8% rise in the then prevailing monthly maintenance charges for each and every financial year.

i) It is hereby agreed between the promoter and the purchaser that if the purchaser fail to pay the maintenance amount or any other amount to which he is liable to pay then in that case he shall be liable and responsible to clear the dues with interest @ 24 % p. a. and fine as may be decided from time to time. It is also made clear that charge of all such overdue amounts with interest and fine shall be deemed to have been created on the said premises automatically. The promoter / apex body shall have sole right of termination of this agreement or recovery with penal interest of the balance maintenance amount from purchaser.

10. The allottee agrees that the total amount / consideration of flat / unit includes the following :-

(i) Amount for share money, application entrance fee of the Association
(ii) Amount for formation and registration of the Association.
(iii) Amount for proportionate share of taxes and other charges / levies in respect of the Association
(iv) Amount for deposit towards Water, Electric, drainage and other utility and services connection charges and
(v) Amount for deposits of electrical receiving and Sub Station / Transformer provided in Layout

11. At the time of registration of conveyance of the building or wing of the building or the unit or apartment, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. If Promoter at its discretion decides to form Apex body of all the associations/ organizations in the larger land under layout and to convey any portion of the property then the Allottee shall bear and pay to the Promoter his share of the costs thereof including stamp, registration charges, taxes, et. as and when demanded and shall sign require documents and register the same.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;
v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

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

ix. After receiving occupation certificate or completion certificate from Nashik Municipal Corporation, promoter shall execute conveyance deed of the structure / apartment to the Association of allottees within three months. And at the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

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

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

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

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

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

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

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

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

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

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii) Not to obstruct the development work for any reason and in any way.

xiv) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.

xv) If the Allottee shall desire to fit collapsible grill/s / safety door to the balconies then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.

xvi) The Allottee shall not dry or hang clothes in the balconies.

xvii) The unit allotted is a residential unit hence the Allottee shall use the same only for the residential purpose.

xviii) Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./N.M.C./ concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.

xix) If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.

xx) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.

xxi) The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 18 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

xxii) The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.

xxiii) The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

14. The Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the maintenance deposit and yearly maintenance. And promoter shall handover said account to the Association of Apex body.

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-

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

17A. It is agreed by and between the Parties as under -

I. The name of the project shall be "PARKSYDE HOMES" and the said agreement is of "Parksyde Homes Phase-IV-A" and this name shall not be changed without the written consent of the Promoter. The name of the Association shall also be decided by the Promoter at its discretion.

II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Owner/ Promoter in respect of the said land and to enter into this agreement.

At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.

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

IV. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.

V. The Allottee/s is/are aware that corporation/concerned authority may not be able to supply adequate drinking water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.

VI. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay

the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.

VII. Title Insurance is mandatory by RERA but the same is not currently provided by any insurance company or State or Central Government. As on when made available, promoter declares that he will avail of the same by collecting proportionate share of expenses of title insurance from each current and future buyer.

VIII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions and the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

IX. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

X. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.

XI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

XII. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account

accordingly and in case still there are dues from Allottee make demand accordingly.

XIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

IV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.

XV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation/concerned authority may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. If the Corporation/Concerned Authority refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

XVI. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Corporation/Concerned Authority. The Allottee has hereby given

his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units permitted by Corporation/Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

XVII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.

XVIII. The Promoter herein may be constructing the said phase in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining phase may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.

XIX. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

XX. There is STP, Transformer, under ground water tank and other facilities in the said larger layout. The said facilities are subject right of use of all the Apartment holders in common from all Phases, subject to all sharing maintenance in proportion of their respective flat areas.

XXI. The Promoter may develop the open space and other such facilities in phased manner. The possession of Club House will be ready for use after the completion of last building of Phase-II.

XXII. Amenity Space (if any) in the layout is not part of this Phase or any phase in even larger scheme and shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Govt./ Corporation or concerned authority and avail of benefits / compensation therefor. The Allottee or Association shall not be entitled to claim any interest therein. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.

XXIII. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

XXIV. As the Promoter will be applying to the concerned authorities for giving water connections for the buildings and separate electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.

XXV. It is hereby made clear that as stated herein above the organisation of all the Apartment Allottee/Unit holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the

Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

XXVI. The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958.

XXVII. The Promoter may at its discretion and option decide to form a Association separately of each building/wing/phase or jointly of all the buildings/wings in the said property. In the event of separate or more than one Association being formed, the Promoter may decide to form a separate organisation/federation / private trust of such associations for the management of the common areas and facilities common between the Association. The decision taken by the Promoter shall be final and binding on the Allottee/s.

XXVIII. It is declared by the Parties that they are all citizens of India and domiciled in India.

XXIX. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges of water tanker which will be incurred in case of shortage or non availability of water by the Municipal Corporation or borewell. In that case the allottee/s or association of allottee/s shall bear the charges of the same.

(iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation / Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc.

The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

(iv) If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the apartment / unit until the charges are paid.

XXX.REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs. 25,000/- (Rs. Twenty Five Thousand only) which will repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

18. BINDING EFFECT :-

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangement whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

20. RIGHT TO AMEND

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

21. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

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

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

Name of Allottee

_____

Alottee's Address _____

Notified Email ID : _____

Promoter Name

M/s Jaikumar Constructions LLP

Promoter Address - S.No.256+257 Opp. Rasbihari International School, Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road,

Panchavati, Nashik 422 003.

Notified Email ID : sales.homes@parksyd.com

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

28. JOINT ALLOTTEE

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

29. Stamp Duty and Registration - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser / allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Developer, which deposit shall refunded by the Developer on the allottee producing such certificate within 4 months of the possession. Provided further that in case the alloottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

31. The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty on carpet area plus 20% or flat consideration whichever is higher. The same is calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Owner/Promoter herein in favour of the Allottee herein in respect of the said apartment / accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee. In addition to the stamp duty mentioned above LBT stamp of 1% is also paid to this Agreement.

32. Dispute Resolution -

i) In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the Notice of Dispute) The authorized representatives of the parties shall co-Operate and negotiate in good faith, and attempt to amicably resolve the dispute. The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and / or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint a single arbitrator to be appointed by the Promoter preferably Architect/ Advocate of the project as the sole arbitrator in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 and the decision of the sole Arbitrator shall be final and binding. The Arbitration shall take place in Nashik, Maharashtra, and shall be conducted in the English language.

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

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.

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

FIRST SCHEDULE ABOVE REFERRED TO

Phase-IV-A admeasuring land area under the plinth of _____ Sq. Mtr. consisting of Building / Wing Nos. O, Q, R and S totally admeasuring built-up area of _____ Sq. Mtrs. and covering ground/plinth area of _____ Sq. mtrs.

situated in Northern side portion of and out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nasik and within the limits of NMC bearing S.No.256/2 to 6/6 + 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No. Plot No.1 to 8 out of Survey No. 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(P) +257/2B (P), As per D.I.L.R., Survey No. 256/2 to 6/6+256/2 to 6/8(p)+256/2 to 6/1+257A/9+257A/11+257A/12 at Nasik and the said Phase-IV-A is bounded as follows -

On or towards the East : By Marginal Space Open space and adj. SurveNo. 254(P)
On or towards the West : By Marginal Space, Podium Garden, and adj.12 Mtr. Internal Road.
On or towards the South : By Marginal space and Sr. No. 256(p)
On or towards the North : By Marginal Spacea and Adj. Sr. No. 257(P)

And in addition to the above mentioned land area, FSI of 1120.00 Sq. Mtr. of DP Road from Survey No 256/2 to 6/8 is utilized on the aforesaid area.

SECOND SHEDULE

Description of the said Apartment agreed to be sale by this Agreement.

Apartment No. _____ admeasuring carpet area about _____ Sq. Mtrs., Carpet Area of Sit out / Balcony / utility / covered area ____ Sq. Mtr. which is shown on the building plan which is annexure herewith situated on _____ Floor in Building __-Wing, from Phase-IV-A of the project known as "PARKSYDE HOMES" together with the absolute and exclusive right to use, utilise and enjoy the said premise is bounded as per approved building plan as shown below:-

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

THIRD SCHEDULE

Common Areas & Facilities common among Apartment / units in Parksyde Homes Phase-IV-A

1. The land (Land area under plinth) described in the first schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the buildings.
3. Staircase column and lift with lift room in the building/s, fire equipments, common enterence and exits of the building.
4. Common sewage/drainage, water, electrical lines, power backup.
5. Overhead water reservoirs and plumbing machinery, pumps etc.
6. Electrical meters, wiring connected to common lights, lifts, pumps.

7. Two Passenger lifts per wing. (One lift having power backup)
8. Street lights.
9. Covered car / scooter / cycle parking spaces subject to arrangement to be done by all purchasers among themselves for the sake of orderly use and avoidance of disputes to be got confirmed by the purchasers from the association.

FOURTH SCHEDULE

Limited common area and facilities among Apartment / units in Parksyde Homes - Phase-IV-A

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats is specifically mentioned in purchasers agreement.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
4. Other exclusive and limited common area and facilities as mentioned in the agreement.
5. All areas which are not covered under aforesaid head common, areas and facilities are restricted areas and facilities.
6. Land around building and open areas.

FIFTH SCHEDULE

COMMON AREA AND FACILITIES COMMON AMONG ALL PHASES to be managed by apex body -

1. Open Spaces under the present and revised layout and club house.
2. Internal pathways.
3. Transformer, common STP, underground water tank.
4. The above common area and facilities shall be developed, constructed and made operational progressively as per the progress of various phases.

SIXTH SCHEDULE

Common area and facilities / amenities for all the Phases of the project to be completed Phase wise as follows.

Phase-I

1. Open Badminton Court.
2. Cricket Net
3. Garden and Seating Areas
4. Kids play area

Phase-II

1. Pavilion.
2. Lawn.
3. Stage
4. Club House and party lawn
5. Swimming Pool.

Phase-III

1. Kids Play area.
2. Temple.
3. Herbal/Medicinal Garden.
4. Meditation Pavilion.
5. Involute Path/Acupressure Path.
6. Thick Plantation
7. Fragrance Garden.
8. Indoor Games-Pavilion.
9. Play Maze.
10. Stage.
11. Lawn + Tree Plaza
12. Walkway.

Phase-IVA & IV B

1. Basket ball Court.
2. Tennis Court.
3. Jogging Track.
4. Outdoor GYM.
5. Skating Rink.
6. Cycle Track.
7. Amphitheatre.
8. Kids Play area.
9. Seating area.
10. Lawn.
11. Butterfly Garden.
12. Gravel Bed.
13. Play Ground.
14. Barbeque area.
15. Lily Pond.
16. Acupressure Path.
17. Pavilion.
18. Play Maze.
19. Fragrance Garden.
20. Kids Play area.
21. Walkway.
22. Common ground water storage tank.

23. Compound walls, fencing and gates.
24. STP
25. Internal roads with street lights
26. Transformers
27. Common drainage, water and electrical lines with water and electrical meters.

HENCE This Agreement For Sale of Apartment No. _____ situated on _____ Floor in Building ___-Wing, of the project known as "PARKSYDE HOMES".

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY THE MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED 'Land Owner /
Promoter / Developer
M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,
a Limited Liability Partnership Firm
through its Partner
Shri. Merzyan Hosi Patel _____

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED 'PURCHASER'

1._____ _____

2._____ _____

IN PRESENCE OF WITNESSES

1) _____ 2) _____

Vastushilp, Boys Town School Road, College Road, Nashik-422005.