ALLOTTMENT LETTER

Date: ……

To,
Mr. ……
Mrs. …….
Address……..
……
E-mail address:…….
PAN _____

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in our project **Nishant Iken** situated at Gat No. 1084/2 admeasuring 19243 Sq. meter situated at Village Adgaon Taluka and District Nashik. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT NO.	
FLOOR	
CARPET AREA	……. Sq. Mtrs. carpet
USABLE FLOOR AREA OF ENCLOSED	……. Sq. Mtrs.
USABLE FLOOR AREA ATTACHED BALCONY	……. Sq. Mtrs.
USABLE ARE OF TERRACE	……. Sq. Mtrs.
USABLE FLOOR AREA OF CUPBOARD	……. Sq. Mtrs.
COVERED PARKING SPACE FOR 4 WHEELAR	No. ……
TOTAL PRICE AND PAYMENT PLAN	

PAYMENT PLAN	Percentage	Amount Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	15.00%	
On Completion of 1st Slab above the Plinth	05.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 3rd Slab above the Plinth	05.00%	
On Completion of 4th Slab above the Plinth	05.00%	
On Completion of 5th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, . floorings of the said Apartment	08.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the Building	05.00%	
On completion of the Over head and Under ground Water Tank, water pumps and electrical fittings.	05.00%	
entrance lobby/s, lift, paving if any specified, of areas appertainant and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located At the time of handing over of the possession of the	05.00%	

completion certificate, whichever is earlier		
Total Amount		

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty – 5%	
Surcharge – 1 %	
Registration Charges – 1 %	
GST @ ..... %	
Miscellaneous registration expenses	
Legal cost, charges and expenses	
Share money, Application entrance fee of the Apartment/Society	
Charges for formation an registration of the Apartment/Society	
Total	
AMOUNT PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly constribution towards outgoings of society and maintenance charges Rs. ..... Paise X ..... Sq.ft. total usable area X for ..... .24 ..... months GST on the maintenance Charges (or as applicable)	
Total	

TERMS AND CONDITIONS:

1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of

the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post / by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
3) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
4) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.
5) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
6) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.
7) That the allottee shall make all payments to the promoter from his own account only and not from and through the bank

accounts of any third party except the financial institution by way of loan.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____

2) _____

Email: nishantinfra@yahoo.in

I would like to take this opportunity to thank you for the trust that you have reposed in the **Nishant Builders and Developers**, and assure you of your best services at all times.

Warm Regards,
Nishant Builders and Developers.

(Authorised Signatory)

Section no.
Rate As per Ready Reknor: /- Per Sq. mtrs.
Market Valuation Rs. : /- /- /-
Consideration Rs. :
Stamp Rs. :

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS ST DAY OF IN THE CHRISTIAN YEAR TWO THOUSAND _____ .

BETWEEN

M/S. NISHANT BUILDERS & DEVELOPERS PROP. CONCERN
Through thier prop.
MR. GANESH KASHIRAM AHIRE
Age - 57 , Occ. - Business
Having its registered office at - Flat no. 1 , Nikita Pride , Date nagar, Gangapur Road , Nashik PaN - AAGPA 9105 P

Hereinafter called as "PROMOTER," (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter, Builder and the Developer and/or all person/s claiming under or through the said PROMOTER, and their present and future partners, legal heirs,representatives and assigns); PARTY OF THE FIRST PART,

AND 1. MR.
Age:- Years, Occ.:-
Pan -
R/at.

Hereinafter referred to as **"THE ALLOTTEE** " (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) **OF THE SECOND PART.**

AND

1. **SHRI. KISANGOVINDA MHASKE** Age:-68 Years, Occ.:-Agriculturist
2. **SHRI. LAXMAN GOVINDA MHASKE**
   Age:-57 Years, Occ.:-Agriculturist
3. **SHRI. PANDIT GOVINDA MHASKE** Age:-48 Years, Occ.:-Agriculturist

4. **SHRI. FAKIRA KISAN MHASKE** Age:-46 Years.
   Occ.:- Agriculturist
5. **SAU. SULOCHANA ALIAS SUNITA KISAN MHASKE ALIAS SULOCHANA ALIAS SUNITA VISHNU THETE** Age:-41 Years,
   Occ.:-Agriculturist
6. **SINDHU KISAN MHASKE ALIAS MADHURI BALASAHEB UGALE** Age:-49 Years, Occ.:-Agriculturist
7. **JIJABAI KISAN MHASKE ALIAS AARTI SOMNATH SHINDE** Age:-37 Years, Occ.:- Agriculturist
8. **SHRI. NILESH LAXMAN MHASKE** Age:- 32 Years, Occ.:-
   Agriculturist Through their Power of attorney holder
   M/S. NISHANT BUILDERS & DEVELOPERS PROP. CONCERN
   Through thier prop.
   MR. GANESH KASHIRAM AHIRE Age - 57 , Occ. - Business
   Having its registered office at - Flat no. 1 , Nikita Pride , Date nagar, Gangapur Road , Nashik Pan -AAGPA 9105 P

Hereinafter referred to as **"THE Original OWNERS "** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) **OF THE THIRD PART.** (hereinafter referred to as " the Owner ")

AND WHEREAS the Party of the third part , the owners are absolutely entitled to and / or seized and possessed of free from all encumbrances whatsoever buildeble landed properties S. No. 1084 /2 admeasuring 19243.00 sq. mtrs. out of lying and being at Adgon in the Registration sub-District of Nashik .Thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS by an Development Agreement dated 11 / 12/ 2006 / Power of Attorney dated 11 / 12/ 2006 executed between Promoter & Third Part i.e. the owner (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the and Promoter The said

Development Agreement & Power of Attorney was registered in Sub- Registrar office Nashik - 5 at Sr. no. 7891 & 7892 respectively.

AND WHEREAS Shri. Govinda Bhau Mhaske and others holds Vacant land in exess of the ceiling limit in the limits of Nahik urban aglomoration ,Shri. Govinda Bhau Mhaske and others had applied for exemption u/s 20 of the urban land celing act. There after aditional Collector & Competant athority ULC Nashik had given permission for construction as per housing scheme vide there order no. ULC / C - 1 / Sect / 20 (1) /(a) / HS / 5 / 2007 Dated Nashik 25/05/2007.

AND WHEREAS As per the above said order the construction was not completed as per the scheme sactioned by housing Scheme Sec. 20 of U. L. C. Act. Hence Maharashtra Government extended the time limit to complete the construction under scheme vide their letter No. ULC/ 2206 / Pra / Kra /199 / ULC - 2 , Nagar Vikas Vibhag Mantralaya, Mumbai dated 26/ 05/2010. And also given permission for area of flats as 40 .00 sq. mtr in 20 % area of land and 80.00 sq. mtr. On 80 % area of land vide their letter no. ULC/ 2206 / Pra / Kra / 199 / ULC - 2 , Nagar Vikas Vibhag Mantralaya, Mumbai dated 26/ 10/2010.

AND WHEREAS the said property is converted for nonagricultural use vide order no. Maha / kasha 3 / 4 / N. A. / 100 / 2010 Nashik, Dated 15 -05 -2010, from Collector of Nashik.

AND WHEREAS promoter has purchased T.D.R of 2118 & 820 sq. mtrs. Respectively from D zone from D R. C No. 319 & 320 repectively from Padharinath Dattu Labhade by registered saledeed. the said saledeed was registered at Sr. No. 7691, dated 19/11/2009 in Sub - registrar Office Nashik 4.

AND WHEREAS promoter had prepared a building plan which was approved by Nashik. Municipal Corporation vide their Commencement Certificate no. LND /PB / Panch / C -5 / 450/ 2306, dated 03/08/2011. With TDR. 1650. Sq. mtrs. Out of DRC no. 319.

AND WHEREAS the Party of the Third Part represented that based on the various Development agreement and Power of attorney , the Party of the Third Part , has become an absolute Owner of the said landed properties and their names are recorded in the record of rights of the said Project Lands as absolute Owners, and the said Owners have clean and clear marketable to the said Project Lands which are free from all encumbrances and reasonable doubts;

AND WHEREAS by virtue of the above said documents, the Party of the First Part, the Promoter, herein, is entitled to implement the Scheme of construction on the said Project Lands and to deal with it as per the terms and conditions of the said documents;

AND WHEREAS the sale' . .: ours; et to the right, title and interest conferred upon it byand afore tsaid documents, has decided to implement Constant t Sche- e on the said Project Land/s and to sell out the Tenements/ Flats/Units , etc., to accept the consideration by any mode and to execute and to get registered the requisite documents,- su'clr as' Agrddments for Sale, Sale Deeds, etc., in favour of the intending Allotees;

AND WHEREAS the Promoter would be developing the aforesaid Project Lands , by constructing buildings which shall have common amenities for entire property. The Promoter would be constructing a building of a number of floors comprising of a number of Apartments/Units on the said f'fSjlbt Landi?!n the housing complex named as "NISHANT IKEN" ;by using, utilizing and consuming the Floor Area Ratio/ Floor Space index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS);

AND WHEREAS the Promoter would be constructing 4 Phases having 6 buildings in the said project named NISHANT IKEN i.e. A, B, C, D, E & F Building all of which are sactioned by Nashik Municipal Corporation , out which 2 phases buildings i.e. D & F and common facilities are under consturction having Ground + 11 & 6 floors respectively , which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "the Project Land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

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

AND WHEREAS the Promoter is in possession of the project lands;

AND WHEREAS the above said building plan was by Promoter which is approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND /PB / Panch / C -5 / 450/ 2306, dated 03/08/2011. And marked as Annexure 'C-T;

AND WHEREAS the authenticated copies of the Building Plan approved Nashik Municipal Corporation have been annexed hereto and marked as Annexure 'C-2';

AND WHEREAS having come to know about the commencement of construction of the said proposed building/s, the Allottee/s/ Purchaser/s approached the Promoter herein, with a view to purchase one of the Apartments /Units out of the proposed buildings;

AND WHEREAS the Allottee" Purchaser/s demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s of all the documents of title of the said Project lands , the aforesaid Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, N. A. order, plans, designs and specifications, etc., prepared by the Promoter Architects and all such other requisite documents as are specified under the Real Estate (Regulation and Development), Act, 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project lands and no document is, remained to be provided with, by the Promoter unto the Allottee/s herein;

AND WHEREAS the copies of certificate of title shall be issued by MR. , SUBODH SHAH ADVOCATE of the Promoter, copies of the property card of extract of Village Forms-VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said Project lands on which Apartments/ / Units, etc., are constructed or are to be constructed and the copies of the plans and specifications of the Apartments/ / Units, agreed to be purchased by the Allottee/s Unit Purchaser/s and approved by the concerned local authority / authorities, are annexed hereto as Annexures -A and B respectively;

AND WHEREAS the Allottee is offered an Apartment bearing number __ **on the _____floor,** (herein after referred to as the said "Apartment") in the _____**building** of the project called NISHANT IKEN (herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

AND WHEREAS 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;

AND WHEREAS the Promoter has appointed namely G. V. **KATALE** 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;

AND WHEREAS by virtue of the Development Agreement and the Power of Attorney ,the Promoter has sole and exclusive right to sell the Apartments in the said building/s 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;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects namely AR. G.V. Katale and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under

AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII 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;

AND WHEREAS as mentioned above the Promoter is proposing development of a project “NISHANT IKEN” comprising of a 4 Phases having six building;

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land 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;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No on floor in building being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment in square meters and "carpet area" means the net usable floor area of an 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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment;

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

to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents ,the Allottee/s has/have paid to the Promoter a sum of Rs_____ (Rupees_____) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s,(as advance payment or Application Fee) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 , with the Real Estate Regulatory Authority ,at _____no._____ ; authenticated copy is attached in Annexure 'F';

AND WHEREAS 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;

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

1. The Promoter shall construct a _____ building consisting of Ground + ___ upper 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 only in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby ag-rees to sell to the Allottee

(i) Apartment No.....

(ii) On ..... floor

(iii) Carpet area admeasuring ..... sq. metres

(iv) On _____ building along with usable floor area of
Enclosed balcony admeasuring sq.mtrs.,
/attached balcony admeasuring..... sq.mtrs.,
/ attached Terrace admeasuring ..... sq.mtrs.,
Coverd Parking admeasuring..... sq.mtrs.,

Making a total usable floor area, including the carpet area of ____sq Mtrs. (hereinafter referred to as the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for a lump sum consideration of Rs._____including Rs_____ being 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 common ar£as and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs._____ (Rupees only) as advance payment/part payment of consideration and hereby agrees to pay to the Promoter in fo llowing manner;

PAYMENT PLAN	Percentage	Amount Ruees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	15.00%	
On Completion of 1st Slab above the Plinth	05.00%	
On Completion of 2nd Slab above the Plinth	05.00%	

On Completion of 3rd Slab above the Plinth „	05.00%	
On Completion of 4th Slab above the Plinth	05.00%	
On Completion of 5th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, . floorings of the said Apartment	08.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the Building	05.00%	
On completion of the Over head and Under ground Water Tank, water pumps and electrical fittings.	05.00%	
entrance lobby/s, lift, paving if any specified, of areas appertainant and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located At the time of handing over of the possession of the completion certificate, whichever is earlier	05.00%	
Total Amount		

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

The above said payment Plan is an essence of the contract. The Allottee shall make the payment of instalment with GST as applicable.

1(d) The Total Price above excludes stamp duty and registration charges,Taxes

(consisting of tax paid or payable by the Promoter by way of 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) and which shall be borne by the allottee as and when applicable.

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 11 %.

1(g) 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 the 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.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her 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/their payments in any manner.

1 (i) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

1 (i) (b)If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimbursed) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he/she/they pay/s such amount of service tax.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority 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 certificates in respect of the Apartment/Unit.

2.2 Time is 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 said 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 instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c)herein above. (“Payment Plan”).

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the land is 19243.00 square meters. Out of which area admeasuring 16231.55 sq. mtrs. Is net project land + TDR 1650.00 sq. mtrs total FSI with TDR the available construction is 17881.55 sq. mtrs. out of which the promoter utilized 17881.55 sq. mtrs.

3.2 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that

(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index (“FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) In the said Project, services such as underground water tank, **Septic Tank** and MSEDCL Transformer, are common for A and B Wings of the said building.

(c) A Apartment Condominium shall be formed.

(d) the conveyance of the said Project Land together with the building/s constructed thereon, shall be executed by the Promoter and the Owners only in favour of Apartment Holders;

(e) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, 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 any default of payment of instalments, the Promoter at its /his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD/by hand at the address provided by the allottee/ by mail at the e-mail address_____provided by the Allottee, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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 after deduction of 10% of the sale consideration of the Apartment as liquidated damages,excluding the amount of GST paid to the Government, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid, the Allotee shall not be entitled to claim/demand any interest and/or compensation from the Promoter. The Promoter is not at all liable to refund any amount paid to the Government for and on behalf of the Allottee under what so ever head.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said

building and the Apartment are as set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its/ his control and of its/his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him / it ,in respect of the said Apartment, with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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.
iii. the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
v. non-availability of steel, cement or any other building materials, water or electric supply,
vi. any delay on the part of the Office of the Collector, or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
vii. any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 from date of intimation that the said Apartments are ready for use.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promotor to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 (a) Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said 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 said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment is ready for use.

(b) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction with good quality light weight blocks . Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(c) Except in the event of default in 7.4(a) above, 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 his 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 regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, 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 alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result

in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

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

9. The Allottee along with other allottee(s)s of Apartments shall join in forming and registering the Association of Apartments to be known by NISHANT IKEN or some such name as the Promoter may decide and for this purpose also from time to time sign and execute [1] the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the APARTMENT CONDOMINIUM and for becoming a member, shall duly fill in, sign and return the requisite papers to the Promoter within seven days from the date of receipt of such papers so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in such papers, as may be required by the concerned Competent Authority.

9.1 (a) As mentioned herein above, an Association of Apartments shall be formed and registered for five building of the said Project land. The Promoter shall submit the application to the Registrar for registration of the said Association of Apartments within three months on receipt of the Occupancy Certificate from the concerned Competent Authority.

(b) The Promoter shall execute Deeds of Apartments in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in the said Project Land comprised in NISHANT IKEN, in favour of respective Apartment Holders; on or before _____subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any .

Provided further that, in such case, the Promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(c) Under no circumstances, the Allottees or the organization of the Allottees, shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s/ organization of Allottees.

(d) All expenses relating to such Deed of Apartments such as stamp duty, registration fees,LBT, and other incidentals shall be borne and paid exclusively by the Allottee.

9.3 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Condominium or Limited Company etc, is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

9.4 Common Maintenance for the building where the said Apartment is located is Rs. 50/-per sq.mtr. x total usable floor area of the said Apartment Sq.mtrs x 24 (Twenty Four) months^ total amount payable by the Allottee to the Promoter = Rs_____

The amounts so paid by the Allottee to the Promoter shall not carry any

interest and remain with the Promoter till 2 (Two) year from registration of Apartment Condominium. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Apartment Condominium of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

(b) The maintenance amount / outgoing charges mentioned above, shall include only following items:

i. Housekeeping and cleanliness
ii. Maintenance contracts of lifts, generators, water pumps, Tank cleanings.
iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Aloottees in the concerned building)
iv. Common electricity bills for common area of buildings and common areas .
v. Security charges
vi. Gardening charges
vii. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
viii. Non agricultural taxes and any other similar taxes Pest control expenses
ix. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
x. Elevator repairs & maintenance contracts along with lift inspection charges.

It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and the Allottee either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

i. managing committee administration,
ii. Insurance for building/ Apartments/ equipments/ machinery,
iii. towards theft, fire etc. and any other such expenses,
iv. Property taxes of individual building/ Apartments and common amenities etc.
v. Any other taxes, levies, cess etc. of the property,
vi. Any other statutory charges,
vii. Repairs of the building for leakages, seepage to the property
viii. or any part thereof.

ix. Wear and tear charges.

x. Expenses of water as may be required to be purchased from private sources and all other related expenses.

(d) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the said project . The Promoter shall cause maintenance of the said project till handing over responsibility of the same to the Apartment Condominium.

(e) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

(f) It is also clearly understood that this shall not preclude the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(g) The Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(h) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Condominium of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Apartment Condominium as the case may be.

(i) The entire operations and maintenance of the building/s and or the common amenities is being carried out either by the Promoter or the Apartment Condominium, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee, shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall

remain as a charge on the said Apartment.

(j) All documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Allottee/ to observe, comply with and follow all directions issued by them.

(k) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and the Rules and Regulations.

(l) The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ project NISHANT IKEN from the Nashik Municipal Corporation. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

10. The Allottee shall at the time of execution of this agreement keep deposited with the Promoter, the following amounts

(i) Rs.1650/- for formation and registration of the Apartment Condominium, It is agreed by the Allottee that if the above amount would become insufficient, then the Allottee agrees to pay further and additional amount,if any to the Promoter.

11. The Allottee shall pay to the Promoter a sum of Rs._____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Apartment Condominium, and for preparing its rules and regulations .

12. At the time of registration of Deed of Apartments, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable.

13. 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;

There are no litigations pending before any Court of law with respect to the project land.

iv. 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. 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;

v. 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;

vi. 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;

vii. 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;

viii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

ix. 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.

14. The Allottee/s himself/herself /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, lift, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated 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.

iii. To carry out at his/her/their 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 Apartments Association or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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.To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

viii. The Allottee shall not let, sub-let, 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 and the prior written permission of the Promoter is obtained.

ix. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 Apartment Condominium 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 outgoings in accordance with the terms of this Agreement.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Holders, 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.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them 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 Apartment Holders , as hereinbefore mentioned.

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

(a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 agreed to purchase such Apartment.

(b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

(c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s

and/or financial institute and/or person.

(d) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

(e) However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

18. PURCHASER'S/ALLOTTEE'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

It is hereby declared that the sanctioned building plan and the floor space index (FSI) at Annexure-C-2 as on date and proposed FSI and proposed alterations in the NISHANT IKEN as well as Project land have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the sanctioned plan .title and permissions etc., The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project land as well as the plans of the building .

(b) The Promoter herein had also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own independent Advocate.

(c) As required by the Allottee ,the Promoter herein has given all information and all the requisite documents pertaining to the Project Land and the Project to the Allottee herein and the Allottee/s has/have personally as well as through independent Advocate acquainted and got ascertained with all the facts as to the marketable title of the Promoter in all respects and after thorough investigation and such satisfaction and acceptance of title .concluded the contract and has entered into this agreement.

(d) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "NISHANT IKEN" on the said Project Land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills, etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the

aforesaid homogeneity of the scheme effect changes in the external elevations,or to erect any outer extention by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(e) The Allottee herein declares that in "NISHANT IKEN" project, the Promoter herein is providing amenities and common facilities in the project and it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the "NISHANT IKEN Apartment Condominium" shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,

(f) AII documentary formalities as may be prescribed by the concerned authorities under the provisions of the concerned Laws .Rules and Regulations .applicable to the Scheme, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continue/s to observe, comply with and follow all directions issued by them.

(g) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws, Rules and Regulations.

(h) Till execution of the Deed of Apartments/Conveyances, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the Project 'NISHANT IKEN' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, State /Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee, by this document

itself.

19. It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

20. 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 concerned 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.

21. ENTIRE AGREEMENT:-

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

22. RIGHT TO AMEND

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

This is a model draft which can be changed depending upon the mutual actual terms and conditions those would be decided by and between the

parties.

23. PROVISIONS 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.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

25. 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 usable floor area of all the Apartments in the Project.

26. FURTHER ASSURANCES

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.

26. RESERVATIONS.

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment Allottee/ Purchaser and the same shall belong exclusively to such Apartment Allottee/Purchaser, and the such Apartment Allottee/Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment Allottees/Purchasers in the building or scheme.

The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her/ their irrevocable consent for such grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies et cetera, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space, et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted an irrevocable consent.

(b) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Allottee /Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(c) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal

with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person/third party unless the entire payment under this agreement till then is received by the Promoter and the terms and conditions of this document are performed . Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(d) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

28. PLACE OF EXECUTION

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

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

30. NOTICES

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 addresses specified below:

Name of Allottee
(Allottee's
Address) _____

Notified Email ID:

M/s _____ Promoter name
(Promoter
_____

_____ Address)

Notified Email ID:

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

31. JOINT ALLOTTEES
    That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
32. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958, Schedule-1, Article 25 (d).

The Particulars of the same is as follows :-

RUPEES.	**PARTICULARS.**
_____/-	AGREED CONSIDERATION,
_____/-	GOVERNMENT CURRENT RECKONER VALUE EXECLUSIVELY FOR STAMP PURPOSES,
_____/-	STAMP DUTY PAID,
_____/-	REGISTRATION CHARGES

The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to
be paid at the time of conveyance the same shall be paid by the Allottee/s.

33. CONSENT:-

That the Owners/Consenting Parties herein have given their irrevocable consent to this document . No separate consent is required.

That the Allottee has given his/her/their irrevocable consent to revise the Building Plan without affecting the area under this document.

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

35. 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 courts will have the jurisdiction for this Agreement

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

STAMP DUTY PARTICULARS:-

Total Prescribed valuation as per Annual Ready Reckoner, 2017-18 WITHIN THE LOCAL LIMITS OF NASHIK MUNICIPAL CORPORATION, as described in Sector _____ for the said Apatment is Rs ....., ... /-

Total agreed price	Rs._____
Stamp duty (as per Article 25(d)(1) of	Rs._____
the Bombay Stamp Act,1958) on higher	
amount of the two above	

Note (in the event of the prescribed value is more than the agreed price) The

agreed rate is true and correct market price of the said Apartment. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.

SCHEDULE-A

(THE SAID PROPERTY REFERRED TO ABOVE)

All that piece and parcel of the land properties S. No. 1084 /2 admeasuring 19243.00 sq. mtrs. out of lying and being at Adgon in the Registration sub-District of Nashik which property is bounded as shown below:

On the east	:	Gat No. 1083/1
On the West	:	Gat No. 1084/1 and 1086 part
On the South	:	18 m wide D P Road
On the North	:	Gat no. 1085

SCHEDULE-B
(OF THE SAID PREMISES REFERRED TO ABOVE)

The premises of **Flat No._____in_____Building** on the_____ floor in "NISHANT IKEN **having** Carpet area admeasuring_____ sq.metres alonwith usable floor area of enclosed balcony admeasuring _____ sq.mtrs., /attached balcony/Terrace admeasuring_____sq.mtrs.,
which is bounded as shown below:-

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

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their srespective hands and set their seals on the day, month and _____year _____hereinabove_____mentioned.

(NATURE .EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES)

PLAY AREA, SECURITY CABIN, ENTRANCE GATE, INTERNAL RAOD, UGWT, CHEMBER, LINES, SEPTIC TANK,AND LAND SCAPE GARDERN , CLUB HOUSE , LIBRARY , GYMANSIUM . ETC.

(A) SPECIFICATIONS AND COMMON AMENITIES FOR THE APARTMENT

a. COMMON AMENITIES:

1. STRUCTURE:-
   - Earthquake resistant R.C.C. frame structure

2. INTERNAL/EXTERNAL:
   - Brickwork-external 6” light weight block/flyash. Internal 4” light weight block/flyash.
   - Gypsum/POP finish for walls in the entire flat.
   - Internal wall finish with O.B.D. paint, or similar.
   - Double coat external plaster.
   - External apex paint or similar.
   - Lift with battery back-up or generator back-up.

3. FLOORING:-
   - 24” x 24” vitrified porcelain flooring in all rooms.

4. KITCHEN:-
   - Granite kitchen platform with stainless steel sink.
   - Glazed tiles up to 4’ on kitchen platform.
   - Aqua guard point, power point for refrigerator.

5. ELECTRIFICATION:-
   - Concealed wiring with circuit breakers.
   - Adequate electrical points along with modular switches.
   - TV and telephone point in living room

6. DOORS AND WINDOWS:-
   - Decorative main door with attractive fittings.
   - Night latch with name plate on main door.
   - Laminated frames for all doors.
   - Three track sliding windows with mosquito net, safety grill and granite

sill.

7. BATHROOM/TOILET:-

- Toilet will be provided with granite door frames.
- 7”Height glazed tiles with anti skid ceramic flooring.
- Concealed plumbing with good quality fitting and wall mixer.
- Provision for stop cock.
- Provision for washing machine

8. SECURITY:

- Security cabin.

SIGNED AND DELIVERED BY THE WITHIN NAMED
WITHINNAMED THE PROMOTER, BUILDER AND THE DEVELOPER,
M/S. NISHANT BUILDERS & DEVELOPERS PROP. CONCERN
Through thier prop.
MR. GANESH KASHIRAM AHIRE ----------

PROMOTER

SIGNED SEALED & DELIVERED BY THE WITHIN NAMED ALLOTTEE

ALLOTTEE ----------

SIGNED SEALED & DELIVERED BY
THE WITHIN NAMED “THE ORIGINAL OWNERS

1. **SHRI. KISANGOVINDA MHASKE**
2. **SHRI. LAXMAN GOVINDA MHASKE**
3. **SHRI. PANDIT GOVINDA MHASKE**
4. **SHRI. FAKIRA KISAN MHASKE**
5. **SAU. SULOCHANA ALIAS SUNITA KISAN MHASKE ALIAS SULOCHANA ALIAS SUNITA VISHNU THETE**
6. **SINDHU KISAN MHASKE ALIAS MADHURI BALASAHEB UGALE**
7. **JIJABAI KISAN MHASKE ALIAS AARTI SOMNATH SHINDE**
8. **SHRI. NILESH LAXMAN MHASKE**

Through their Power of attorney holder
M/S. NISHANT BUILDERS & DEVELOPERS PROP. CONCERN
Through thier prop.
MR. GANESH KASHIRAM AHIRE -----

“THE ORIGINAL OWNERS”

IN THE PRESENCE OF WITNEESES

1 _____ _____ 2_____.,

SCHEDULE 'C'

FLOOR PLAN OF THE APARTMENT

ANNEXURE-A

Subodh M. Shah, ADVOCATE,
1/2 , Abhishikta Apartment, Vise Mala,
College Raod , Nashik - 422005

CERTIFICATE,

I have investigated the title of property described in SCHEDULE-I, given above. I also caused the search to have been taken in respect of the said Property. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Promoter, granted by Nashik Municipal Corporation, Nashik - 422002

On perusal of relevant documents and information, I am of the opinion that the buildable landed properties, separated area,(two pieces) (adjoining to each other)

All that piece and parcel of the land bearing S. No. 1084 /2 admeasuring 19243.00 sq. mtrs. out of lying and being at Adgon Dist Nashik, owned by Mr. Kisan Govinda Mhaske and others, mentioned in FIRST SCHEDULE are free and marketable.

The Promoter therefore, is authorized, empowered, entitled to develop the said Property by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the “ownership scheme”, and to sell and/or otherwise dispose the same to any intending purchaser/s.

(Subodh M. Shah),
ADVOCATE,

o-o-o-o-o

ANNEXURE-B

(Authenticated copies of extracts Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project-1 land).

ANNEXURE-C-1

(Authenticated copies of commencement certificate / building permission)

ANNEXURE - C-2

(Authenticated copies of the building plans as approved by the concerned Local)

ANNEXURE - C-3

(Authenticated copies of the Layout as approved by the concerned Local)

ANNEXURE-D

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

ANNEXURE-E

The fixtures and fittings with regard to the flooring and sanitary fittings to be provided

by the Promoter in the said building and the Apartment

SPECIFICATIONS

ANNEXURE-F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

I say received. The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my irrevocable consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the

layout of the said Project Land as shown in proposed Layout Plan
Annexed hereto at Annexure-_____ and/or building and/or structures
on the said Project land.

I, Allottee herein, further accord my "no objection" for the Pimpri Chinchwad Municipal Corporation I to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be
purchased by me shall not be adversely affected
(Allotment/s)
1, ----------

DFA.

DATED:

REQUIRED TO BE DISCUSSED. PLEASE GO THROUGH IT MINUTELY.

APARTMENT NO. _____ FLOOR, " _____ **'.NISHANT IKEN**

AGREEMENT FOR SALE
// BETWEEN //
M/S. : THE OWNER,
//AND//