AGREEMENT

This Agreement made at.....this..... day of.....in the year Two Thousand and ----------.

BETWEEN

M/s. R. T. ENTERPRISES, A Partnership Firm, through its Partner, **MR. DIVYESH DAMJIBHAI RATHOD,** aged about 37 yrs., having its **Address Khodiyar Krupa, Shivam Nagar, Hirawadi Road, Panchavati, Nashik422003.** (PAN NO. **AAOFR9559B**).

Hereinafter referred to as **" THE PROMOTER"** of the One Part.

AND

MR. ----------, aged about ----------yrs., Occu.------
---------- R/o.----------(PAN NO.----------)
Hereinafter referred to as **"THE ALLOTTEE"** of the Other Part.

WHEREAS, the property bearing Plot No. 1, admeasuring 350.00sq.mtrs., out of S. No. 243/1/1, situated at VillageNashik, Taluka and District Nashik, within the limits of NashikMuncipal Corporation, Nashik belonged to the Promoter moreparticularly described in detail in the first schedule hereunder written and hereinafterreferred to as the "**THE PROJECT LAND** " ;

ANDWHEREAS, Mr. DivyeshDamjibhaiRathod, the Promoter hasexecuted a Conveyance Deed in favour of his Partnership firm company R T. Enterprizes, which is registered in the office of the Joint Sub-Registrar, Class-II,Nashik-4, at Sr.No. 975 on 10/10/2013 and accordingly Mutation Entry No.87814 cameinto effect ;

ANDWHEREAS, the said property has a clear and marketable title freefrom all encumbrances and a Title Certificate certifying that, the said property has a clearand marketable title free from all encumbrances has been issued ;

ANDWHEREAS, the said property has been converted into Non-Agricultural tenure under Order of Sub- Divisional Officer, Nashik Division, Nashikbearing No.Kra.Jama/SR/18/2002, dated 06/12/2013. And the N.A. tax has been paid till date ;

ANDWHEREAS, the Promoter got a building plan on the said propertyapproved from the Assistant Director of Town Planning Nashik under his letter No.Nagarrachana/Antim/46/Panchavatidated 24/07/2002 as per the terms and the conditions mentioned in the letter;

ANDWHEREAS, the Promoter has commenced construction of building inaccordance with the sanctioned building plan consisting of ground and upper floors andthe building commonly known as **"HARIDARSHAN APPARTMENT" ;**

ANDWHEREAS, the Purchaser/s is/are satisfied about the title of thePromoter to the said property;

ANDWHEREAS, the Purchaser/s has/have taken inspection of all thedocuments such as original title certificate, title deeds, 7/12 Extract, Conveyance Deed,Commencement Certificate etc. ;

AND WHEREAS the Promoters are entitled and enjoined upon to constructbuildings on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the Promoter has proposed to construct on the projectland 2(two) buildings. Each building will have two wings each having stilt plus sevenupper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number_____ on the ____ floor, (herein after referred to as the said "Apartment") in the _____wing of the Building called **"HARIDARSHAN APPARTMENT" ;** (herein after referred to as the said"Building") being constructed in the said project by the Promoter

AND WHEREAS the Promoter has appointed an Architect registered withthe Council of Architects.

AND WHEREAS the Promoter has registered the Project under theprovisions of the Act with the Real Estate Regulatory Authority at _____no_____; authenticated copy is attached in Annexure F"

AND WHEREAS the Promoter has appointed a structural Engineer for thepreparation of the structural design and drawings of the buildings and the Promoteraccepts the professional supervision of the Architect and the structural Engineer till thecompletion of the building/buildings.

AND WHEREAS on demand from the allottee, the Promoter has giveninspection to the Allottee of all the documents of title relating to the project land and theplans, designs and specifications prepared by the Promoter"s Architects Suresh N. Pateland Associates 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 theRules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by theattorney at law or advocate of the Promoter, authenticated copies of Property card or extractof Village Forms VI and VII and XII or any other relevant revenue record showing the natureof the title of the Promoter to the project land on which the Apartments are constructed or areto be constructed have been annexed hereto and marked as Annexure A and Brespectively.

AND WHEREAS the authenticated copies of the plans of the Layout asapproved by the concerned Local Authority have been annexed hereto and marked asAnnexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout asproposed by the Promoter and according to which the construction of the buildings andopen spaces are proposed to be provided for on the said project have been annexed heretoand marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specificationsof the Apartment agreed to be purchased by the Allottee, as sanctioned and approved bythe local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from theconcerned local authority(s) to the plans, the specifications, elevations, sections and ofthe said building/s and shall obtain the balance approvals from various authorities fromtime to time, so as to obtain Building Completion Certificate or Occupancy Certificate ofthe said Building.

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

AND WHEREAS the Promoter has accordingly commenced constructionof the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment ofan Apartment No. ..... on .....floor in wing ____ situated in the building No. .....being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ squaremeters and "carpet area" means the net usable floor area of an apartment, excluding thearea covered by the external walls, areas under services shafts, exclusive balconyappurtenant to the said Apartment for exclusive use of the Allottee or verandah area andexclusive 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.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being partpayment 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 thePromoter both hereby admit and acknowledge) and the Allottee has agreed to pay to thePromoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under theprovisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the RealEstate Regulatory Authority at ----------no.---------- ;

AND WHEREAS, under section 13 of the said Act the Promoter is requiredto 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.

In accordance with the terms and conditions set out in this Agreement andas mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (ifapplicable).

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

1. The Promoter shall construct the said building/s consisting of ground and four 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 in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Governmentauthorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. meters on .....floor in the building_____/wing (hereinafter referred to as "the Apartment") as shown in the Floor planthereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs..... including Rs. ..... being the proportionate price of the common areasand facilities appurtenant to the premises, the nature, extent and description of thecommon areas and facilities which are more particularly described in the SecondSchedule annexed herewith..

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoterhereby agrees to sell to the Allottee covered parking spaces bearing Nos ____situated at _____ the stilt being constructed in the layout for the consideration of Rs. ----------/-.

1(b) The total aggregate consideration amount for the apartment including coveredparking spaces is thus ----------/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs_____(Rupees _____ only) as advance payment orapplication fee and hereby agrees to pay to the Promoter the balance amount of Rs.....Rupees ..... in the following manner :-

i. Amount of Rs..... /- (.....) to be paid to the Promoter after the executionof Agreement

ii. Amount of Rs..... /-(.....) to be paid to the Promoter on completion ofthe Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs..... /-(.....) to be paid to the Promoter on completion ofthe slabs including podiums and stilts of the building or wing in which the saidApartment is located.

iv. Amount of Rs..... /-(.....) to be paid to the Promoter oncompletion of the walls, internal plaster, floorings doors and windows of the saidApartment.

v. Amount of Rs..... /- (.....) to be paid to the Promoter oncompletion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level ofthe said Apartment.

vi. Amount of Rs..... /-(.....) to be paid to the Promoter on completion of theexternal plumbing and external plaster, elevation, terraces with waterproofing, of thebuilding or wing in which the said Apartment is located..

vii. Amount of Rs..... /-(.....) to be paid to the Promoter on completion ofthe lifts, water pumps, electrical fittings, electro, mechanical and environmentrequirements, entrance lobby/s, plinth protection, paving of areas appertain and all otherrequirements as may be prescribed in the Agreement of sale of the building or wing inwhich the said Apartment is located.

viii. Balance Amount of Rs..... /-(.....) against and at the time of handing overof the possession of the Apartment to the Allottee on or after receipt of occupancycertificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by thePromoter by way of Value Added Tax, Service Tax, GST and Cess or any other similartaxes which may be levied, in connection with the construction of and carrying out theProject payable by the Promoter) up to the date of handing over the possession of theApartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due toincrease on account of development charges payable to the Competent authority and/or anyother increase in charges, which may be levied or imposed by the Competent authority, LocalBodies/Government from time to time. The Promoter undertakes and agrees that whileraising a demand on the Allottee for increase in development charges, cost, or levies imposedby the competent authorities etc., the Promoter shall enclose the saidnotification/order/rule/regulation published/issued in that behalf to that effect along with thedemand letter being issued to the Allottee, which shall only be applicable on subsequentpayments.

1(f) The Promoter may allow, in his sole discretion, a rebate for early payments ofequal installments payable by the Allottee by discounting such early payments @---------% per annum for the period by which the respective installment has been preponed. Theprovision for allowing rebate and such rate of rebate shall not be subject to anyrevision/withdrawal, once granted to an Allottee by the Promoter.

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 isgranted by the competent authority, by furnishing details of the changes, if any, in thecarpet area, subject to a variation cap of three percent. The Promoter shall recalculate thetotal price payable for the carpet area upon confirmation. If there is any reduction in thecarpet 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, fromthe date when such an excess amount was paid by the Allottee. If there is any increase inthe 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 adjustmentsshall be made at the same rate per square meter as agreed in Clause 1(a) of thisAgreement.

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

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 theconcerned 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 theApartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abideby 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 instalment and otherdues payable by him/her and meeting the other obligations under the Agreement subjectto 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 Floor Space Index available as on date inrespect of the project land is **_____ square meters** only and Promoter has planned toutilize Floor Space Index of (**_____ sq. meters)**by availing of TDR or FSI available onpayment of premiums or FSI available as incentive FSI by implementing various schemeas mentioned in the Development Control Regulation or based on expectation ofincreased FSI which may be available in future on modification to Development ControlRegulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ **sq. meters** as proposed to be utilized by him on the projectland in the said Project and Allottee has agreed to purchase the said Apartment based onthe proposed construction and sale of apartments to be carried out by the Promoter byutilizing the proposed FSI and on the understanding that the declared proposed FSI shallbelong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project andhanding 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 allthe 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/herproportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall athis 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 specificbreach or breaches of terms and conditions in respect of which it is intended to terminatethe Agreement. If the Allottee fails to rectify the breach or breaches mentioned by thePromoter

within the period of notice then at the end of such notice period, promoter shallbe entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promotershall refund to the Allottee (subject to adjustment and recovery of any agreed liquidateddamages or any other amount which may be payable to Promoter) within a period of thirtydays of the termination, the installments of sale consideration of the Apartment whichmay till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings andamenities like one or more lifts with particular brand, or price range (if unbranded) to beprovided by the Promoter in the said building and the Apartment as are set out inAnnexure E annexed hereto.

6. The Promoter shall give possession of the 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 his control and of his agents bythe aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the samerate as may mentioned in the clause 4.1 herein above from the date the Promoter receivedthe sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time forgiving delivery of Apartment on the aforesaid date, if the completion of building in whichthe 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 orcompetent authority/court.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancycertificate 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 3 (three months from the date of issue of such noticeand the Promoter shall give possession of the Apartment to the Allottee. The Promoteragrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any ofthe provisions, formalities and 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 Apartments are ready foruse and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment :**Upon receiving a writtenintimation from the Promoter as per clause 8.1, the Allottee shall take possession of theApartment from the Promoter by executing necessary indemnities, undertakings and suchother documentation as prescribed in this Agreement, and the Promoter shall givepossession of the Apartment to the allottee. In case the Allottee fails to take possessionwithin the time provided in clause 8.1 such Allottee shall continue to be liable to paymaintenance charges as applicable.

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 theApartment or the building in which the Apartment are situated or any defects on accountof workmanship, quality or provision of service, then, wherever possible such defectsshall be rectified by the Promoter at his own cost and in case it is not possible to rectifysuch defects, then the Allottee shall be entitled to receive from the Promoter,compensation for such defect in the manner as provided under the Act.

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

9. The Allottee along with other allottee(s)s of Apartments in the building shall joinin forming and registering the Society or Association or a Limited Company to be knownby such name as the Promoter may decide and for this purpose also from time to timesign and execute the application for registration and/or membership and the other papersand documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposedSociety and duly fill in, sign and return to the Promoter within seven days of the samebeing forwarded by the Promoter to the Allottee, 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 the draft bye-laws, or the Memorandum and/orArticles of Association, as may be required by the Registrar of Co-operative Societies orthe Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society orAssociation or Limited Company, as aforesaid, cause to be transferred to the society orLimited Company all the right, title and the interest of the Promoter and/or the owners inthe said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apexbody of the Societies or Limited Company, as aforesaid, cause to be transferred to theFederation/Apex body all the right, title and the interest of the Promoter and/or theowners in the project land on which the building with multiple wings or buildings areconstructed.

9.3 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 paythe proportionate share (i.e. in proportion to the carpet area of the Apartment) ofoutgoings in respect of the project land and Building/s namely local taxes, bettermentcharges or such other levies by the concerned local authority and/or Government watercharges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the managementand maintenance of the project land and building/s. Until the Society or LimitedCompany 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 may bedetermined. The Allottee further agrees that till the Allottees share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.** /- per month (payable annually) towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until aconveyance/assignment of lease of the structure of the building or wing is

executed infavor of the society or a limited company as aforesaid. On such conveyance/assignmentof lease being executed for the structure of the building or wing the aforesaid deposits(less deduction provided for in this Agreement) shall be paid over by the Promoter to theSociety or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keepdeposited with the Promoter, the following amounts :-
(i) **Rs.** /- towards development of all infrastructure.
(ii) **Rs**. /- per annum for deposit as provisional contribution towards outgoings ofSociety or Limited Company/Federation/ Apex body.
(iii) **Rs**. /- for deposits of electrical meter, electrical receiving and Sub Stationprovided in Layout

11. The Allottee shall pay to the Promoter a sum of **Rs**. /- for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocatesof the Promoter in connection with formation of the said Society, or Limited Company,or Apex Body or Federation and for preparing its rules, regulations and bye-laws and thecost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees‟ share of stamp duty andregistration charges payable, by the said Society or Limited Company on such conveyance orlease or any document or instrument of transfer in respect of the structure of the saidBuilding /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees‟ share of stamp duty andregistration charges payable, by the said Apex Body or Federation on such conveyance orlease or any document or instrument of transfer in respect of the structure of the said landto be executed in favor of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER –** ThePromoter 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 carryout development upon the project land and also has actual, physical and legal possession ofthe project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competentAuthorities to carry out development of the Project and shall obtain requisite approvalsfrom time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except thosedisclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the projectland.

v. All approvals, licenses and permits issued by the competent authorities withrespect to the Project, project land and said building/wing are valid and subsisting andhave been obtained by following due process of law. Further, all approvals, licenses andpermits to be issued by the competent authorities with respect to the Project, project landand said building/wing shall be obtained by following due process of law and thePromoter has been and shall, at all times,

remain to be in compliance with all applicablelaws 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 oromitted 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 developmentagreement or any other agreement / arrangement with any person or party with respect to theproject 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 inthis Agreement;

ix. 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 ofthe 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 governmental dues, rates, charges and taxes and other monies, levies, impositions,premiums, damages and/or penalties and other outgoings, whatsoever, payable withrespect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or anylegislative enactment, government ordinance, order, notification (including any notice foracquisition or requisition of the said property) has been received or served upon thePromoter in respect of the project land and/or the Project except those disclosed in thetitle report.

14. The Allottee/s or himself/themselves with intention to bring all persons intowhosoever hands the Apartment may come, hereby covenants with the Promoter asfollows:-

i. To maintain the Apartment at the Allottees own cost in good and tenantablerepair and condition from the date that of possession of the Apartment is taken and shallnot do or suffer to be done anything in or to the building in which the Apartment issituated which may be against the rules, regulations or bye-laws or change/alter or makeaddition in or to the building in which the Apartment is situated and the Apartment itselfor 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 ordangerous nature or are so heavy as to damage the construction or structure of the building inwhich the Apartment is situated or storing of which goods is objected to by the concernedlocal or other authority and shall take care while carrying heavy packages which maydamage or likely to damage the staircases, common passages or any other structure of thebuilding in which the Apartment is situated, including entrances of the building in which theApartment is situated and in case any damage is caused to the building in which theApartment is situated or the Apartment on account of negligence or default of the Allottee inthis behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintainthe 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 thebuilding in which the Apartment is situated or the Apartment which may be contrary tothe rules and regulations and bye-laws of the concerned local authority or other publicauthority. In the event of the Allottee committing any act in contravention of the aboveprovision, the Allottee shall be responsible and liable for the consequences thereof to theconcerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, norat any time make or cause to be made any addition or alteration of whatever nature in orto the Apartment or any part thereof, nor any alteration in the elevation and outside colorscheme 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 goodtenantable repair and condition, and in particular, so as to support shelter and protect theother parts of the building in which the Apartment is situated and shall not chisel or inany 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 Promoterand/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidableany 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 ofthe insurance.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share ofsecurity deposit demanded by the concerned local authority or Government or givingwater, electricity or any other service connection to the building in which the Apartmentis situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such otherlevies, if any, which are imposed by the concerned local authority and/or Governmentand/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, transfer, assign or part with interest or benefitfactor 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 theSociety or the Limited Company or Apex Body or Federation may adopt at its inceptionand the additions, alterations or amendments thereof that may be made from time to timefor protection and maintenance of the said building and the Apartments therein and forthe observance and performance of the Building Rules, Regulations and Bye-laws for thetime 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 downby the Society/Limited Company/Apex Body/Federation regarding the occupancy anduse of the Apartment in the Building and shall pay and contribute regularly andpunctually towards the taxes, expenses or other out-goings in accordance with the termsof this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter andtheir 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 stateand condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment issituated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at allreasonable times, to enter into and upon the project land or any part thereof to view andexamine 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 sharecapital for the promotion of the Co-operative Society or association or Company ortowards the out goings, legal charges and shall utilize the amounts only for the purposesfor which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as agrant, demise or assignment in law, of the said Apartments or of the said Plot andBuilding or any part thereof. The Allottee shall have no claim save and except in respectof 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 Promoteruntil the said structure of the building is transferred to the Society/Limited Company orother body and until the project land is transferred to the Apex Body /Federation ashereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create acharge on the Apartment and if any such mortgage or charge is made or created thennotwithstanding anything contained in any other law for the time being in force, suchmortgage or charge shall not affect the right and interest of the Allottee who has taken oragreed to take such Apartment.

18. **BINDING EFFECT**
Forwarding this Agreement to the Allottee by the Promoter does not create abinding 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 asstipulated 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 anddeliver 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 whenintimated 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 allsums deposited by the Allottee in connection therewith including the booking amountshall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES**
It is clearly understood and so agreed by and between the Parties hereto that all theprovisions contained herein and the obligations arising hereunder in respect of the Projectshall 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 forall intents and purposes.

22. **SEVERABILITY**
If any provision of this Agreement shall be determined to be void or unenforceableunder the Act or the Rules and Regulations made thereunder or under other applicablelaws, such provisions of the Agreement shall be deemed amended or deleted in so far asreasonably inconsistent with the purpose of this Agreement and to the extent necessary toconform to Act or the Rules and Regulations made thereunder or the applicable law, asthe case may be, and the remaining provisions of this Agreement shall remain valid andenforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER REFERRED TO IN THE AGREEMENT**
Wherever in this Agreement it is stipulated that the Allottee has to make anpayment, in common with other Allottee(s) in Project, the same shall be in proportion tothe carpet area of the Apartment to the total carpet area of all the Apartments in theProject.

24. **FURTHER ASSURANCES**
Both Parties agree that they shall execute, acknowledge and deliver to the othersuch instruments and take such other actions, in additions to the instruments and actionsspecifically provided for herein, as may be reasonably required in order to effectuate theprovisions of this Agreement or of any transaction contemplated herein or to confirm orperfect any right to be created or transferred hereunder or pursuant to any suchtransaction.

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 Promoters Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nashik after the Agreement is duly executed by the Allottee and the Promoter or simultaneouslywith 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 theconveyance/assignment of lease at the proper registration office of registration within thetime limit prescribed by the Registration Act and the Promoter will attend such office andadmit execution thereof.

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

----------Name of Allottee
----------(Allottees Address)

Notified Email ID:_____

Promoter -
M/s. R. T. ENTERPRISES, A Partnership Firm, through its Partner,
MR. DIVYESH DAMJIBHAI RATHOD,Address KhodiyarKrupa, Shivam Nagar, Hirawadi Road, Panchavati, Nashik422003.
Email ID: divyeshrathod08@gmail.com

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

28. **JOINT ALLOTTEES**
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/herwhich 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 andRegistration of this Agreement shall be borne by the allottee.

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

31. **GOVERNING LAW**
That the rights and obligations of the parties under or arising out of thisAgreement shall be construed and enforced in accordance with the laws of India for thetime being in force and the Nashik courts will have the jurisdiction for this Agreement

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

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing Plot No.1, admeasuring 350.00 sq. mtrs., out of S. No. 243/1/1, situated at Village Nashik, Taluka and District Nashik, and bounded as under -:

On or towards East: 7.50 Meter Colony Road
On or towards West: Lagu S. No.245/4+5.
On or towards South: S. No.251/2A.
On or towards North: Plot No. 2.

Together with easements, ways, path, appurtenances, water courses, trees,fencing etc.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

(1)----------

(2)----------

At onin the presence of WITNESSES:
1. Name
Signature
2. Name
Signature
SIGNED AND DELIVERED BY THE WITHIN NAMED
M/s. R. T. ENTERPRISES, A Partnership Firm, through its Partner,
MR. DIVYESH DAMJIBHAI RATHOD
(Authorized Signatory)

WITNESSES:

1) Name
Signature

2) Name
Signature

SCHEDULE A

Apartment No. --- on the **------- floor**, having approximate carpet area of **----- sq. mtrs.,** along with terrace area of **------ sq. mtrs.** in the building commonlyknown as " **HARIDARSHAN APPARTMENT**" along with allotted parking no.---------, constructedon the said property as described in the First Schedule written hereinabove andapartment bounded as under :-

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

Together with fittings, fixtures, common amenities, easements, ways, path,light, air, liberties, privileges etc. and together with right to use terrace, parking, lift incommon areas and other common facilities as available to the other Flats.

ATTACHMENTS

SCHEDULE B	**Floor Plan of the Apartment**
ANNEXURE A	**Title Report**
ANNEXURE B	**Property Papers**
ANNEXURE C-1	**Approved Building Plan**
ANNEXURE C-2	**Proposed Layout**
ANNEXURE D	**Plan and Specification of Apartment**
ANNEXURE E	**Amenities for the Apartment**

ANNEXURE F RERA Registration Certificate

Received of and from the Allottee above named the sum of Rupees ..... onexecution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.