AGREEMENT FOR SALE

NAME : - .

FLAT NO. :

BUILDING NAME : SHREE TIRUMALA SWASTIK APARTMENT

Govt. Valuation Rs. :-

Consideration Rs. :-

Stamp Rs. :-
Zone No. : - 1.3.4

AGREEMENT FOR SALE OF FLAT NO.

SITUATED IN "SHREE TIRUMALA SWASTIK APARTMENT" This Agreement for Sale ("**Agreement**") made and executed at Nashik on this __ day of ____

BY AND BETWEEN

ROONGTA HOMES LLP, a LLP registered under the Limited Liability Partnership Act, 2008, having its principal place of business at Shree Tirumala Ashirwad Apartment, Pethe Nagar Road, Indira Nagar, Nashik - 422009, (PAN AAUFR4502Q), represented by its Partner MR. Akhil Lalit Roongta, (Aadhar no. 568649169526) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)**.**

AND

MR. / MRS
Age : years, Occupation :

PAN NO:

AADHAAR NO:

R/At:

Hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**"and individually as "**Party**".

WHEREAS:-

WHEREAS the property mentioned in Schedule "I" herein below bearing **S.No. 867/2/69, admeasuring 468.22 sq.mtrs and S.No. 867/2/74, admeasuring 468.22 sq.mtrs** totally admeasuring 936.44 sq.mtrs., lying and being at Nashik, Dist Nashik, more particularly described in the First Schedule

written hereunder and hereinafter referred to as “The said Property” is owned by Promoter. (hereinafter referred to as “the project land”).

AND WHEREAS the said property is purchased by the said Promoters from the previous owners Mrs. Manisha Makrand Gaidhani and Mr. Makrand Shankar Gaidhani by registered Sale Deed which was duly registered at the office of Sub-Registrar, Nashik - 4 at document Sr. no. 7032 , dated 03.10.2016. On the basis of the said Sale Deed Mutation Entry No. A2907 is certified for recording their names in the “Ownership” column of the 7/12 extract.

AND WHEREAS The Layout of the said property is approved and Sanctioned by the Assistant Director of Town Planning, Jalgaon on 22.10.1969. Thereafter the layout is approved and sanctioned by the Nashik Municipal Corporation vide their letter No. DP/NSK/884 dated 18.07.1975.

AND WHEREAS the said property is converted to Non-Agricultural use and a permission U/s. 44 of Maharashtra Land Revenue Code from Collector, Nashik, Bearing No. Kra. Maha /Kaksha - 3/4/NAPN /158/2016, Nashik dated 10.03.2017. Accordingly the N.A. cess and taxes are paid up-to-date. Therefore, the said Property is fit for causing construction of a building consisting of Residential tenements.

AND WHEREAS the Promoter had purchased T.D.R of 375.00 sq.mtrs of “C” zone from D.R.C. No.260 from Viva Highways Ltd (Formerly known as Viva Highways Pvt Ltd.,) through its authorised signatory Mr. Sachin Shantaram Khandave by registered Sale Deed which were duly registered at the office of Sub-Registrar, Nashik - 5 at document Sr. no. 5849 dated 03.10.2016.

AND WHEREAS by virtue of the said Sale deed in respect of the said property, the Promoter as owner of the said property has absolute right to develop the said property by constructing a building thereon and enter into Agreement for Sale of the tenements to the prospective Purchasers at such price and to decide the terms and conditions as the Promoter may deem fit and right to construct a building on the said property and sell the flats and other constructions and to appropriate the sale proceeds thereof.

AND WHEREAS the title of said property is clear, valid, marketable and free from all encumbrances. Therefore, the said property is a fit property for causing development on it by constructing a building of Residential tenements thereon:

AND WHEREAS the Promoter had prepared building plan for the said property and the plan for the construction of the building consisting of residential premises is approved by the Nashik Municipal Corporation by their Commencement Certificate No. LND/BP/B 5/279/5307 , dated 31.12.2016 with permission to use T.D.R of 374.58 sq.mtrs. As per the said building plan, S.No.867/2/69 admeasuring 468.22 sq.mtrs and S.No. 867/2/74 admeasuring 468.22 sq.mtrs, totally admeasuring 936.44 sq.mtrs were amalgamated as S.No. 867/2/69,74 admeasuring 936.44 sq.mtrs.

AND WHEREAS the Promoter has revised building plan and the revised plan is approved by the Nashik Municipal Corporation, Nashik vide letter no. LND/BP/B5/BP/119/2803 dated 21.07.2017

AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flats in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s of the Flats and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz M/s Kabre Consultants (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture and the Promoter has appointed a structural engineer Reliable Consultants (Prop Mr. Sanjeev Patel) for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct the building having 28 flats on Ground + 7 Floors.

AND WHEREAS the Allottee has offered to purchase an **Flat bearing number -- on the---- floor,** (herein after referred to as the said “Flat”) in the **SHREE TIRUMALA SWASTIK APARTMENT** by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-I hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under The Real Estate (Regulation and Development) Act, 2016 and rules and regulations made there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building and the said land there under.

The copy of the certificate of title issued by the Advocate of the Promoter, copies of extract of Village Forms VII and XII showing the nature of the title of

Developer of the said land on which the Flats are to be constructed, the copy of layout plan, commencement certificate and the copy of approved plan have been annexed hereto.

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

AND WHEREAS while sanctioning the said plans 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 the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items.

AND WHEREAS the Allottee has applied for Flat in the said project for **Flat no. --- on ---- Floor in "SHREE TIRUMALA SWASTIK APARTMENT"**.

AND WHEREAS The "carpet area" is calculated as the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or

verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat. Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The Variation may be approximately 3 percent.

The Carpet area of the said flat is --- **square meters i.e --- square feet together with alternate terrace area admeasuring -- square meters i.e --- square feet together with exclusive balcony area admeasuring -- square meters i.e -- square feet on -- Floor in SHREE TIRUMALA SWASTIK APARTMENT. As per the Development Control Regulations/Rules of Nashik Municipal Corporation, the balconies are allowed to be merged/enclosed in the adjacent room/kitchen/living at the time of completion plan on payment of compounding fee to Nashik Municipal Corporation. Therefore, out of the balcony area mentioned above, the balcony area of ----Sq Mtrs approx i.e. ----sq.Feet will be merged/enclosed in the Completion plan to be obtained from Nashik Municipal Corporation.**

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of**----------,** being part payment of the sale price of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Flat as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Flat.

AND WHEREAS the Promoter is required to execute a written Agreement for sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

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 that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at No : P51600005646.

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present agreement as a compliance thereof and they shall also register the said agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

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

1. CONSTRUCTION OF THE PROJECT/FLAT:-

The Promoter shall construct the said building/s consisting of 28 flats on Ground + 7 Floors on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which have been seen and approved by the Allottee with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government authority to be made in them or any of them for which the Allottee hereby gives the consent. The Allottee shall not object to the Promoter for making changes in and revising the layout, plans of the

project as required by the Promoter due to additional FSI available or otherwise, as per the promoter's discretion as permitted legally and as prescribed in law including RERA. Provided that the Promoter shall obtain prior written consent of the at least 2/3 rd Allottee/s in respect of variations and modifications which may adversely affect the Flat of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No 7 that can be utilized on this project land so if in future, the promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No7, no consent will be required from Allottee. Therefore, In accordance with the sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017 the allottee hereby gives specific consent to the local authorities and also to the promoter and has no objection against the promoter for the following:

a) The construct the project as per the future potential layout/building plan.

b) Additional floors to be constructed to utilize additional FSI if available.

c) Changes in building/layout plan due to instructions received from local authority.

d) Minor additions or alterations.

(Signature of Allottee)

(This consent shall be construed as informed consent)

2. CONSIDERATION/PRICE OF THE SAID FLAT:-

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. -- of carpet area admeasuring --- square meters i.e --- square feet together with alternate terrace area admeasuring ---- square meters i.e ---- square feet together with exclusive balcony area admeasuring -----square meters i.e ----square feet on ----- Floor** in the building SHREE TIRUMALA SWASTIK APARTMENT (hereinafter referred to as "the Flat" for the sake of brevity and convenience which is more particularly described in Schedule II hereunder written) for the consideration of **Rs. ------**and this

amount is inclusive of the price for the carpet area of the said flat and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below. Out of the balcony area mentioned above, the balcony area of .....Sq Mtrs approx i.e. ..... Sq Feet will be merged/enclosed in the Completion plan to be obtained from Nashik Municipal Corporation.

2.2. The Allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs.** ------as advance payment as mentioned hereunder and hereby agrees to pay to that Promoter the balance amount of **Rs.---** in the following manner :-

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Amount (Rs.) **Particulars**

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Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building

Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the RCC slabs.

Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of Brick work and internal plaster of this flat

Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the staircase and Lobby of the floor in which the flat is situated.

Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the Plumbing and External plaster.

Amount of Rs...../-(.....) (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the water pump and electrical fitting.

Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lift and entrance lobby.

Balance Amount of Rs...../-(.....) against and at the time of before 7 days before handing over/possession of Allottee based on certification by Architect.

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Rs. -=00 **(Rs.)**

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Apart from the consideration amount, the allottee/s herein has/have agreed to pay Goods and Service tax or any other incidental indirect tax/es that may be notified by the Government. The price overall has been arrived and agreed upon keeping in mind the promise of the Allottee to make the payments as mentioned above. If the allottee decides to obtain loan facility for payments of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment Schedule as far as possible. The allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties.

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

2.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any up gradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein.

2.4. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT,GST and such other taxes, cesses, charges etc. without any delay along with each instalment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee/s has/have committed breach of this agreement and in such case the Promoter shall be entitled to take necessary action against the allottee/s. The Allottee/s agree/s not to question or

challange the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'ROONGTA HOMES LLP' payable at Nashik. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoters Banking Account, the Developer shall give effect of the same to the account of the flat allottee/s.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The Allottee/s authorises 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/their 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 payments in any manner.

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/Flat, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-:-

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 plans or any time thereafter and shall before handling over possession of the said Flat to the Allottee/s herein, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Flat. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Flat until the completion certificate is received from the local authority and the allottee

has paid all dues payable under this agreement in respect of the said Flat to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat, G.S.T. and other taxes payable under this agreement of the said Flat to the Promoter and has signed Possession documents.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said building as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer. After the receipt of completion certificate from Nashik Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the flat/building by the allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the allottee/s or apartment associations any event of force majeure and any act of God.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index utilised as on date in respect of the project land is 1616.07 square meters only and Promoter may utilise Floor Space Index of 69.52 Sq Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1685.59 Sq Mtrs as may be utilised by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter shall be entitled to load this additional F.S.I. at any time on the said project land and the allottee/s gives his/her/their irrevocable consent to the same. The Allottee/s has/have given his/her/their irrevocable consent thereof and the promoter shall be entitled to revise the plans, get the sanctioned from local authority, construct the additional units/floors as may be permitted by the local authority and the allottee/s shall fully co-operate with the developer to enable the promoter to make any addition/alteration on the said land in

accordance with the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

8. USE OF THE SAID FLAT:-

The Allottee shall use the flat or any part thereof or permit the same to be used only for the residential purpose.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

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

The Promoter herein has also requested the allottee/s to carry out its own search and to investigate the title of the said Land. For that matter, any other due diligence activity to be done on its own accord for which all necessary disclosures has been provided by the Promoter. The Allotte/s has also verified the title from his/her/their advocate and after being completely satisfied has/have entered into this present agreement. The allottee/s henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.

10. ADVERTISEMENT/PROSPECTUS:

It is specifically understood and agreed by the Allottee that the prospectus, brouchers, other advertising material published by the Promoter from time to time in respect of the project contain various features such as furniture’s, plantation, colors, vehicles, elevation etc to increase the aesthetic value only and are not facts and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule IV hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications. The allottee hereby declares that the amenities/specifications mentioned in this agreement shall always prevails over those advertised by the

promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities/specification agreed and not those mentioned anywhere else; and the allottee shall never make any claim to the contrary. The allottee is aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The allottee shall have no objection/complaints whatsoever on the account.

11. SPECIFICATIONS AND AMENITIES:-

The specifications and amenities of the Flat to be provided by the Promoter in the said project and the said Flat are those that are set out in Schedule IV hereto. In the project, considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee/s.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

12.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

12.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in

writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

13. POSSESSION OF THE FLAT:-

13.1. Schedule for possession of the said Flat:- The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Flat, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat on **31/12/2018**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Flat on the aforesaid date if the completion of building in which the Flat is to be situated is delayed on account of –

i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**").

ii) any notices, orders, rules or notification of the Government and/or other public or competent authority.

iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.

iv) delay in grant of any NOC/permission/licesnse/connection for installation of any services such as lifts, electricity and water connections and meters to the project or completion certificate from the local authority.

v) In case of delay or default in payment of dues by the allottee/s under these presents.

vi) Pendency of any litigation.

vii) Where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority,

high power committee etc. or due to such circumstances as may be decided by the Authority.

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

13.2. That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

13.3. Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing/by email to the Allottee/s intimating that, the said Flat is ready for use and occupation. The Allottee/s herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said Flat within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s 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/association of allottee/s, as the case may be.

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

13.5. **Failure of Allottee to take Possession of [Flat]:** Upon receiving a written intimation from the Promoter as per clause 13.3, the Allottee/s shall take possession of the Flat 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 Flat to the allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in clause 13.3, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, interest on delayed payment and any other expenses and outgoing in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

13.6. Compensation –That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

13.7. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Flat.

13.8. Before delivery of possession of the said flat, the allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said flat and about the quality of the construction work and specifications/amenities provided. Thereafter the allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The allottee/s receiving the possession of the said flat has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, Doors,

Aluminiums windows etc, is noticed in the said flat, the allottee/s shall inform/intimate the Promoter herein immediately and the promoter shall be the responsible to repair such defects at its own cost. The promoter shall ensure that the handover of possession is conducted smoothely and due acknowledgement in writing is taken from the purchaser as to his/her/its satisfaction regarding the same.

13.9. After the possession of the Flat/building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the allottee/s in co-operation with the other allottee of the flats and/or the Ultimate organization in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same provided the promoter has duly discharged its duties in all aspects and that it is out of purview of promoter duties and responsibilities under these presents.

13.10.The promoter shall give possession of the said flat to the allottee on or before the date prescribed herein above and on receiving all the dues payable by the allottee to the promoter, if any. The allottee hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the said flat at such early date from the promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said flat and all other amounts payable by the allottee in respect of the said flat at such early date, in the event the promoter is able to expedite the development of the said flat and handover the possession of the same at such early date.

13.11. The promoter may complete part portion or floor of the building and obtain part occupancy certificate and give possession of the flat to the allottee hereof and the allottee shall not be entitled to raise any objection thereto. Upon the flat allottee taking possession of the said flat (including the allottee taking possession of the said flat) in such partly completed or portion or floor, the promoter or their agents or contractors shall carry on the remaining work with the allottee occupying his/her/their/its flat. The allottee shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

14. TIME IS ESSENCE:-

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 Flat to the Allottee after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the Allottee shall make timely payments of the instalment and

other dues payable by him/her and meeting the other obligations under the Agreement.

15. TERMINATION OF AGREEMENT:-

15.1. Without prejudice to the right of promoter to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and 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 (subject to adjustment and recovery of any administrative expenses and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

15.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

15.3. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated in sub-para 15.1 and 15.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

15.4 If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the promoter, then the Promoter shall deduct 10% of the consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by the Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, GST, stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.

16. DEFECT LIABILITY

If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the 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 and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature, damage to electrical equipments due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

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

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

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

17. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-

17.1. Considering the Promoter herein is carrying on the construction/development on the said land as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one APARTMENT Formation as per the provisions of the Maharashtra Apartment Ownership Act. Hence, the allottee will have to purchase the Flat under the scope and under the provisions of said Apartment declaration deed.

17.2. The Allottee along with other allottee(s)s of Flats in the building shall for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Flat and including the bye-laws of the proposed apartment and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee.

18. CONVEYANCE OF THE SAID FLAT:-

The Promoter, on receipt of complete amount of the Price of the said Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit within 3 months from and after obtaining the full and final completion certificate in respect of the entire project . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

19. COMPLETION / OCCUPANCY CERTIFICATE :-

The Promoter hereby assures to obtain all N.O.C's from various concerned government authorities and shall submit the file to the Local Authority for occupancy/completion certificate. However, if the local authority delays issuing the certificate beyond 21 days after submission of all the required documents/NOC's for occupation/completion, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate.

20. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

20.1. The Allottee/s herein is well aware that, the service tax, Value Added Tax (VAT) ,GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the

Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

20.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Flat) 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 as stated and defined as attached herewith in Schedule V . The allottee shall pay:-

1) Monthly Maintenance charges as may be calculated by the Promoter or office bearers of Apartment Association for meeting common expenses.

2) Rs.25, 000/- is to be paid against lift maintenance deposit.

3) The allottee also admits to pay additional amount for any additional expenses as and when demanded by the Apartment Association or the Promoter.

The deposit amounts received by the Promoter for the common maintenance charges shall be handed over by the Promoter to the association after deducting the expenses incurred till handing over project to office bearers.

20.3. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Flat and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a) 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;

b) 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;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) 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;

h) 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 [Flat] which will, in any manner, affect the rights of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat]to the Allottee in the manner contemplated in this Agreement;

j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon

the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

22. **COVENANTS AS TO USE OF SAID FLAT**:- The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows for the said Flat and also the said project in which the said Flat is situated.

a. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

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

c. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat 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 Flat is situated or the Flat 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.

d. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Apartment as the case may be. After possession of the said flat, the allottee/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back ups, pumps etc and to carry out necessary repairs as and when required.

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

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land

g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building .

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

i. 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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j. The Allottee shall observe and perform all the rules and regulations which the SHREE TIRUMALA SWASTIK APARTMENT 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 Flats 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 SHREE TIRUMALA SWASTIK APARTMENT regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allottee.

l. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the both the parties equally.

m. The Allottee shall not use the premises for the industrial manufacturing purposes, workshop., Auto garage, flour mill, printing press and liquor shop, Bar shop, Massage Centre, Gambling House, Classess, Service Apartment, Hostel, Group accomodation, Lodging Boarding or for any other immoral or illegal purposes. The Allottee shall use the flat or any part thereof or permit the same to be used only for the residential purpose.

n. The Allottee shall not have his premises painted from outside by different color than provided to the building nor the Allottee shall change the elevation of the building. The Allottee shall also not use additional doors, windows, ventilators, opened other than already provided.

o. All the Owners of flats are restricted to display any such name-board or any advertisement material beyond the height of their respective flats which will spoil the beauty of look of the elevation of building “SHREE TIRUMALA SWASTIK APARTMENT”. This restriction is as well applicable to other owners of the Residential Units.

p. The Allottee shall use the only said flat agreed to be sold to him. No other areas shall be occupied by the Allottee.

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

r. Not to cause any nuisance to other allottee/s and the promoter in any matter whatever.

s. No addition or alternation will be carried out in the flat/building without the consent from the local authorities.

t. The Allottee is well aware that the promoter will construct buildings based on Future Potential as mentioned. The Allottee assures that after possession of said flat, he shall not cause any hindrance/obstruction/objection to the movement of men and machinery required to construct the future buildings.

u. The terrace space adjacent to the flat shall belong exclusively to the respective Allottee of the flat and such terrace spaces are intended for the exclusive use of the

respective flat. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Apartment as the case may.

v. Construction of a loft and other civil changes done internally shall be at the risk and cost the allottee who shall not damage the basic R.C.C. structure. For that matter any changes done by the allottee which are not approved and which are not practicable and prudent shall be at the cost and rist of the said allottee herein.

w. The allottee shall not demolish or cause to be demolished and is denied at any time to make any addition or alternation of whatsoever nature in or to the structure or construction of the said flat.

x. All the unallotted terraces or open gardens/spaces/area etc shall remain exclusively owned by the promoter unless specially allotted to any unit allottee and the allottee shall not object to the promoter for allotting or using the same in the any manner as it may deem fit.

y. Not to lift any heavy material from the outside or put any kind weight on the elevation features of the building (including mouldings, carvings, dummy columns, figurines, dummy beams, capitols etc.) which may be superimposes by the promoter for purpose of elevation. The allottee agrees that no load, including human load shall be brought upon such features. If any such structural members or elevation features are mutilated or spoilt by the allottee or anyone on their behalf or if any mishap occurs due to any weight being brought onto such elevation features of the building, the allottee shall be solely responsible for the same and shall be responsible for any such mishap and also for restoring the features to their original state at the cost of the allottee only.

z. Allow unlimited acess at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents of the promoter and/or the body or other allottees to enter into the said premises or any part thereof to view and examine the state and condition thereof, carry out repairs/maintenance etc.

aa. not to install split or window air conditions in the rooms at places so as to maintain the elevation and uniformity of the building. The allottee shall ensure that the water overflow from all air conditioners installed by the allottee are property drained and no water overflow shall fall onto any premises below or in the compound of the building.

ab. Not to install/fix any grilles or railing of the balconies, terraces or windows except with the written permission of the promoter.

ac. Not to place any plants or pots on any external face, chajja, parpetor at any place in the building (unless provided for by the promoter) which shall be visible in the

elevation, nor shall he/she water the plants/pots in any manner that may cause leakage or leave marks or stains on the paint of the building. If any leakage or leave marks or stains on the paints of the building. If any leakage occurs due to violation of this conditions by the allottee or if any part of the building or paint is spilt by the allottee or anyone on their behalf or if any mishap occurs due to such actions, the allottee shall be solely responsible for the same; and shall also be responsible for damage due to any mishap and also for restoring the features and paint to its original state at cost of the allottee only.

23. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “SHREE TIRUMALA SWASTIK APARTMENT” and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or “SHREE TIRUMALA SWASTIK APARTMENT” are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

24. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat. This agreement may only be amended through written consent of the Parties.

25. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT:-

In case the Allottee or the Promoter desires, 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 Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the

Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement**.** That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

27. PROMOTER TO HAVE PARAMOUNT CHARGE TILL ALL AMOUNTS PAID:

That the promoter shall have first and paramount necessary lien and first charge on the said unit for all amounts that the allottee is liable to pay under this agreement and the promoter shall be entitled to recover and receive the same from the allottee and shall be entitiled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s. The Allottee/s shall present this agreement, duly stamped as per rules, at

the proper registration office for registration within the time limit prescribed by the registration act and on intimation that the promoter will attend such office and admit execution thereof. The purchase hereby indemnifies the Promoter against any liability towards stamp duty, registration charges and/or other claims/penalties that may be levied by any government authority for non - payment or short payment of stamp duty or other charges upon execution of this agreement.

29. WAIVER NOT A LIMITATION TO ENFORCE:-

29.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

30. SEVERABILITY:-

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

31. PLACE OF EXECUTION:-

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

32. **OTHER CONDITIONS:-**

a. Whereas the allottee also aware of the specifications and amenities to be provided by the promoter in said project and the same shall be as per the details attached and

the specifications hereunder mentioned. That the promoter is only liable to provide the amenities which are mentioned in this agreement. The sales representatives of the promoter have not given any verbal commitments to the allottee herein. The allottee confirms that he/she/they will not demand any changes of whatsoever nature in the said flat/unit which the allottee intends to book. The allottee herein is aware that the brochure provided by the promoter is a replica of the proposed project and whereas the actual project will be as natural as it should be.

b. The allottee is aware that the promoter will be applying for water connection on behalf of the apartment to the Municipal Corporation after receiving completion certificate (as per rules of Nashik Municipal Corporation). However, the authority to sanction the application for waterlines lies with the Nashik Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned authorities shall be supplied as per daily schedule of Nashik Municipal Corporation and therefore the promoter shall not be held responsible for the supply of water or low pressure of water.

c. The promoter assures that he would do all the necessary documentation for acquiring Electricity connection which shall be provided by MSEDCL. The promoter herein assures that he would obtain the sanction regarding the same before possession. However, the allottee shall not have any objection if it gets delayed by whatsoever reason (i.e. technical reason, shortage of electric meters with MSEDCL etc.). Is such situation occurs, the allottee herein is aware that he/she/they are required to obtain temporary connection from the meter of the Developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the allottee.

d. The promoter herein is aware that he is required to provide drainage line to the apartment which shall be connected to drainage line of Nashik Municipal Corporation, and the same shall fall under the terms and conditions of Nashik Municipal Corporation. However, if the NMC drainage line is delayed due to any reason not attributable to Promoter or beyond its control, in such case the promoter shall make necessary arrangements at the cost of the allottee.

e. The allottee is aware that they may be required to execute and register a Supplementary Deed in case there are any variations of inclusion of new or additional rules as per RERA.

f. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the flats in building, all the powers,

authorities and right of the accommodation to the allottee herein shall be always subject to the promoter's over all right to dispose of unsold flats and all other right thereon, it is specifically agreed between the parties hereto that for the unsold flats/tenements/units the promoter herein shall and will not be liable or required to contribute toward the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be promoter or the new incoming allottee be liable and required to pay any transfer charge, premium etc.

g. The allottee authorizes and empower the promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said flat in the name of allottee, municipal assessment of the said flat in the name of allottee. The allottee undertakes to bear all the expenses at actual for the same, as levied by the Competent Local Authority for entire financial year even if the possession of the said flat is taken later.

h. The allottee understands that the works of the development and construction on the said land by the developer may continue even after grant of possession of the said flat to the allottee. The allottee shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

i. The allottee has/have read and understood all the terms and conditions of indemnity bonds/undertakings etc. given by the promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and allottee agrees that this agreement is subject ot the said terms and are also binding on him/her/them.

j. That the promoter herein may have allotted some open/covered parking to the customers, who have registered the agreement to sale before 1st May 2017 (i.e. before enforcement of RERA) in respect of flats in the said project and the allottee is/are aware about the aforesaid allotment of parking and he/she/they have no objection for the same.

k. If necessary, the allottee hereby irrevocably authorizes and empower the promoter to represent him before the concern authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the promoter in this regard shall be binding on the allottee. The promoter shall represent the allottee to do all the necessary things in all the departments of the Nashik Municipal Corporation, Collector, Government, Semi-Government MSEDCL etc. and the same shall stand ratified and confirmed by the allottee personal representation in the form of signature,

the allottee shall sign the same and shall nto withhold the same for any reason whatsoever.

33. PROJECT FINANCE:

a. The allottee hereby consents and authorize the promoter for raising any finance by way mortgage or the said land or scheme or any portion thereof, as and when so deemed necessary by the promoter. At any stage during the implementation of the scheme the promoter shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building to be constructed thereon provide that the same does not adversely affect or prejudice the rights granted in favor of the allottee in respect of the said flat agreed to be purchased by him/her/them of this agreement.

b. The allottee may obtain finance from any bank/financial institution or any other source for purchase of the flat, but the allottee obligation to purchase the flat pursuant to this agreement shall not be contingent on the allottee ability or competency to obtain such finance and the allottee will remain bound by the terms of this agreement. The allottee hereby agrees that in case he has availed any loan facility for the purchase of the flat, then upon execution and registration of Conveyance Deed in respect of the flat, the original Conveyance Deed shall be received by the promoter on behalf of the allottee from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the flat in accordance with the terms of grant of the loan.

34. 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 at their respective addresses specified below:

MR / MRS

R/At: (Allottee Address)
Roongta Homes LLP (PROMOTERS).
Shree Tirumala Ashirwad Apt, Pethe Nagar Road, Opp Balbharti, Indira Nagar, Nashik - 422009 (Promoter Address)

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.

35. JOINT ALLOTTEES

That in case there are Joint Allottees , they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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.

36. 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.

37. The Allotte shall not demand partition of the said property i.e. the plot upon which the building is constructed or for the said flat. However the name of the Allottee shall only be recorded in the Municipal Corporation record for the assessment of the house taxes.

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

SCHEDULE- I

(THE SAID PROJECT LAND REFERRED TO ABOVE)

All that piece and parcel of the land bearing S**. No. 867/2/69,74 totally admeasuring 936.44 sq. mtrs.** lying and being at Nashik, Dist Nashik, which property is jointly bounded as shown below:

On or towards East	:	9 mtrs wide road
On or towards West	:	7.50 mtrs wide road
On or towards South	:	Plot no. 75
On or towards North	:	Plot no. 66

SCHEDULE- II

(OF THE SAID PREMISES REFERRED TO ABOVE)

Out of the building named as “SHREE TIRUMALA SWASTIK APARTMENT” constructed on the aforesaid plots, The premises of **Flat No. --** on the **--- Floor** of carpet area admeasuring **---- square meters i.e --- square feet together with alternate terrace area admeasuring --- square meters i.e -- square feet together with exclusive balcony area admeasuring -- square meters i.e --- square feet** as shown in the Floor plan thereof hereto annexed. Out of the balcony area mentioned above, the balcony area of--- Sq Mtrs approx i.e. -- Sq Feet will be merged/enclosed

in the adjacent room/kitchen/living in the Completion plan to be obtained from Nashik Municipal Corporation. The said constructed premises are bounded as:

On or towards East	:	
On or towards West	:	
On or towards South	:	AS PER APPROVED BUILDING PLAN
On or towards North	:	

SCHEDULE- III

COMMON AREAS AND FACILITIES:

a. The Overhead terrace

b. The staircase available to the building.

c. The overhead water Tank constructed on the top of **SHREE TIRUMALA SWASTIK APARTMENT** Building.

d. The underground water Tank, constructed on ground space along with the electrical motor fittings and plumbing system thereof in the **SHREE TIRUMALA SWASTIK APARTMENT** Building and Municipal water connection.

e. Plumbing network throughout the said **SHREE TIRUMALA SWASTIK APARTMENT.**

f. Electric wiring at all the common spaces up to the entrance of each family unit along with main electric supply up to meter box.

g. Compound wall with gates.

h. Foundation columns and roofs along with all common walls

i. Bore well with electric pump, Rain water harvesting near borewell

j. Lift with battery backup/Genset, Lift Room

k. Common electric meter for elevator, lights of staircase, lobby etc. if any

SCHEDULE- IV

AMENITIES AND SPECIFICATIONS

SCHEDULE- V

MAINTAINCE EXPENSESS

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands and set their seals on the day, month and year hereinabove mentioned.

SIGNED SEALED & DELIVERED]

BY THE WITHIN NAMED]

" PROMOTER "]

ROONGTA HOMES LLP]

A LLP REGISTERED UNDER THE

LIMITED LIABILITY PARTNERSHIP ACT, 2008

THROUGH ITS PARTNER]

MR. AKHIL LALIT ROONGTA] _____

PROMOTERS

SIGNED SEALED & DELIVERED]

BY THE WITHIN NAMED ALLOTTEE]

MR/ MRS. **]**

]_____

ALLOTTEE

IN THE PRESENCE OF

WITNEESES

1._____ 2_____