of the said premises or any part thereof or of the said building or plot or any part thereof.

13. The Owner/Developer shall have the first and paramount lien and charge on the said premises in respect of the amounts not paid by the purchaser under the terms and conditions of this agreement.

14. The Owner/Developer shall be at liberty to sell, assign, and transfer or otherwise deal with or dispose off the rights, title, interest, in the said plot and building subject to the protection of rights of Purchasers in respect of the said premises.

15. If the Purchaser/s neglects, omits or fails for any reasons whatsoever to pay to the Owner/Developer any part of the amount due and payable to him by the Purchaser/s, under the terms and conditions as contemplated herein [ whether before or after the delivery of possession of the said premises ] within the time limit specified or if the purchaser shall to fail to perform in any other manner or observe the covenants and stipulations herein contained or referred to the Owner/ Developer is entitled to re-enter upon the resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The purchaser herein agrees that on the Owner/Developer entry on the said premises, as aforesaid, all the rights, title and interest of the purchaser to the said premises and user this Agreement shall cease and the Purchaser shall also be liable for immediate ejectment as tress passer.

16. If the Purchaser/s desires to obtain loan from any Corporation or other institution then it will be the liability of the purchaser alone to make the same available and also to bear processing fees and all other expenses for additional copies of plans, agreements, certificates and the property described in Schedule II to be purchased by the Purchaser/s shall only be encumbered with the liability of such Loan. It is not the responsibility of the Owner/ Developers if the loan proposal of the purchaser/s is not sanctioned/disbursed. The purchaser has to pay the amounts due as per terms of this agreement.

17. The Purchaser/s shall present this agreement as well as the conveyance deed to the appropriate Registration Officer for registration within the time limit prescribed in the Registration Act



and the Owner/Developer shall attend such office and admit the execution thereof.

Any change of the Purchaser's address should be informed to the Owner/Developer immediately by the Purchaser/s. Till then the address given will be treated as correct address.

18. The Owner/Developer herein has in themselves following exclusive rights.

i. Allotment of parking areas;

ii. Allotment of garages if they are constructed which includes allotment of exclusive terraces adjoining to the flats or terraces above the flat.

iii. The Owner/Developer are entitled to allot any of the constructed area/s to any other person including marginal distances, excluding the premises now described in Schedule II hereunder written to any other person as may be deemed fit and desired by the Owner/Developer .

iv. The allotted marginal space, user have no right to obstruct the servants of the building/ or society who are going to do the maintenance of building i.e. the chambers, pipeline, drain, pipeline in the side marginal space.

v. The Allotee/s of the said marginal space will not damage the chambers, pipelines, drain pipes, if it is damaged due to the misuse of the space then that will be repaired by the allottee/s from his/ her own funds, formed society will not be responsible.

vi. The Owner/ Developer have right to obtain additional TDR from Nashik Municipal Corporation and construct the same upon the property described in Schedule I hereunder written without damaging the property described in Schedule II , the purchaser/s have no right to object to the construction of the same on the property described in Schedule I.

19. If at all the marginal space or adjoining terrace or terrace above the flat is allotted exclusively to the Purchaser/s, then that will be mentioned and described in **Schedule II** hereunder in written. If



there is no such allotment and description in Schedule II, then the Purchaser/s has no right to the said area in any manner. It is again made clear that the purchaser to whom the right for exclusive use and enjoyment of terrace or marginal space is given, shall not erect permanent or temporary structures in any manner in the said area so as to cause unauthorized change and unauthorized use of floor space index of the building. Such type of construction shall always be and is always prohibited by the said purchaser/s.

20. The parties hereto admit that this agreement is not between the employer and employees. This agreement is in respect of complete construction of the premises though the price is to be received by installments. The Purchaser admits that the Owner/ Developer is not contractor appointed by the purchaser/s. The specifications are prepared by the Owner/ Developer and accepted by the Purchaser/s. The Purchaser admits that the Owner/ Developer has already commenced the work of construction of the building as per the specifications.

21. The Purchaser/s agrees that if the construction could not be completed within the specified time on account of any act beyond the control of the Owner/ Developer, then the purchaser hereby agrees and undertakes to pay the following amounts, viz.

i. The difference on account of the escalated price of the building materials and the labour charges and decision thereof will be given by the Architect of the Owner/Developer.

ii. The additional taxes or new taxes imposed by the Central Government, State Government or any authority on this transaction.

iii. The Additional expenses if any required to be incurred by the Owner/Developer for installing any additional machinery, equipments, etc.

22. This Agreement always shall be subject to be provisions of Maharashtra Apartment Ownership Act [ Maharashtra Act No. XV], 1970 and the rules made hereunder and as per amended Apartment Act.

**SCHEDULE I**

**OF THE PROPERTY REFERRED TO ABOVE**



**All THAT** piece and parcel of N.A. plot bearing **Plot no. 25** total admeasuring area 631.91 Sq.Mtrs. (TP Scheme No.2, Final Plot No.177) out of **S. No. 1024/1/31** + TDR measuring 260.00 Sq. Mtrs. of B zone out of certificate no. 128 dtd. 30.04.2002 from and out of S.No. 685B+686/1/1A of Nashik situated at **Nashik,** Tal. & Dist. Nashik within the limits of Nashik Municipal Corporation Nashik which is collectively bounded as under:-

| | | |
|---|---|---|
| East | - | 25 Fit wide Colony road |
| West | - | Plot No. 15 I 16 outoff |
| South | - | Plot no. 25-A outoff |
| North | - | Plot No.23 outoff |

**SCHEDULE II**

**OF THE SAID PREMISES REFERRED TO ABOVE**

On the aforesaid property a building named as " **Aakar Elite** " is under construction, From and out of the said project, constructed premises agreed to be sold is as under:

a. Flat number -

b. Floor - ------- **floor,**

c. Admeasuring carpet area --.-- **Sq. Mtrs.**

Together with right to use common staircases, landings, and The said premises is bounded as per plan attached.

**ANNEXURE - A**

**TITLE CERTIFICATE**

This to certify that the title of the property described in schedule I hereinabove is free, clear, marketable and free from encumbrances.

Sign. XXX
M. D. Bodke
Advocate

**ANNEXURE - B**

**SPECIFICATIONS AND AMENITIES TO THE FLAT**