

## LETTER OF ALLOTMENT

Date:-

To,  
[Applicants Name],

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** - Allotment of Residential Unit no. \_\_\_\_\_, Floor No. \_\_\_\_\_  
in the Building known as “**Prabhu Fort**” in project, situated at  
Opp.K.K.Wagh School, DGP Nagar Behind fame Theater  
Nashik Pune Road, Nashik -422214

We thank you for Chosen “**Prabhu Fort**” A Residential Cum Commercial project by **Pacific Builders**. It is indeed our pleasure to inform you that the Unit booked by you and conditions as stated in the Application Form and provisionally allotted to you is now being finalized subject to the terms hereunder.

The details of the Applicant and the Unit allotted thereto are as under:

|                                    |                                                      |
|------------------------------------|------------------------------------------------------|
| <b>Name of Allottee (s)</b>        | PRIMARY APPLICANT'S FULL NAME                        |
|                                    | JOINT APPLICANT'S FULL NAME                          |
| <b>Address -</b>                   |                                                      |
| <b>Email ID of the Allottee(s)</b> |                                                      |
| <b>Phone No. of Allottee(s)</b>    |                                                      |
| <b>Unit No.</b>                    |                                                      |
| <b>Floor No.</b>                   |                                                      |
| <b>Carpet Area</b>                 | [Area] Sq. Ft.<br>equivalent to [Area]<br>sq. meters |
| <b>Consideration value</b>         | Rs. _____/-                                          |

**Terms and Conditions:**

**1.** Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and Other Charges together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.

**2.** The Allottee shall, in relation to the Unit, make all payments to the Company from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee only.

**3.** The Allottee agrees and undertakes to be bound by and perform all the Obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

**4.** In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit, the Allottee shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 7 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 7 days from the date of notice of such default (or such default is not capable of being cured), the Company shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed post/ E-mail. On such termination, the following shall apply:-

**a)** The allotment/booking/Agreement to sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

**b)** All amounts paid to the Company by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated

Damages, the Allottee shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages.

c) The payment of Refund Amount shall be made through PDCs in 12 equal monthly installments. The first such monthly installment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at any time from the Company after giving advance notice in writing of at least 3 working days.

5. All overdue payments shall attract interest at **As the Promoter and allottee may decide** quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Company, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Company shall endeavor to make available the Unit for Possession (for fit outs) by **December 2019** ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of 6 (Six) months), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

7. The Unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Company and the Allottee has taken possession of the Unit.

8. The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Company or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company shall be entitled to proceed as per the provisions of this **Allotment Letter**.

9. The Allottee hereby agrees that the Company shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Company including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

**10.** This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Nasik alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Direct line: 0253 2315137/38

**Mo. No. : 7774055973.**

E-mail: [pacific700@gmail.com](mailto:pacific700@gmail.com)

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

#### **ANNEXURE - A**

**PAYMENT INSTALLMENTS:-** The ALLOTTEE agreed to pay to the promoter the consideration in respect of said shop/office in following manner:-

| <b>Particulars</b>        | <b>% of Total Value</b> |
|---------------------------|-------------------------|
| BOOKING                   | 15%                     |
| PLINTH                    | 10%                     |
| 1 <sup>ST</sup> FLOOR RCC | 10%                     |
| 2 <sup>ND</sup> FLOOR RCC | 10%                     |
| 3 <sup>RD</sup> FLOOR RCC | 10%                     |
| 4 <sup>TH</sup> FLOOR RCC | 10%                     |
| 5 <sup>TH</sup> FLOOR RCC | 10%                     |
| 6 <sup>TH</sup> FLOOR RCC | 10%                     |
| BRICKWORK & PLASTER       | 5%                      |
| FLOORING                  | 5%                      |
| POSSESSION                | 5%                      |
| <b>TOTAL</b>              | <b>100%</b>             |

Warm Regards,  
For **Pacific Builders, Nasik.**

## **AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made & executed at Nashik on this \_\_\_\_\_ day of \_\_\_\_\_.

### **B E T W E E N**

**MR.** \_\_\_\_\_  
**Age** \_\_\_\_\_ **Years, Occupation** \_\_\_\_\_  
**PAN** \_\_\_\_\_  
**R/o.** \_\_\_\_\_

hereinafter referred to as the "**PURCHASER/ ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.

### **A N D**

**M/s. PACIFIC BUILDERFS, A Partnership firm, PAN AAHFP 3847 M, having its office at 1 and 2, Audumber Apartment, Patil Lane No. 4, College Road, Nashik 422 005, through its PARTNER MR. PRASHANT HARCHAND PATIL, Age 47 Years, Occupation Business, R/o. Nashik,** Hereinafter referred to as the **VENDOR/ PROMOTER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

**WHEREAS** the Vendor/ Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Wadala Shiwar, Dist. Nashik, more particularly described in the first schedule written hereunder and hereinafter referred to as the SAID PROPERTY.

**WHEREAS** the property mentioned in Schedule-I herein below at S.No. 21/1/A admeasuring 1200.00 Sq.Mtr. situated at village Wadala Nashik, within the limits of Nashik Municipal Corporation, Nashik is Purchased by the Promoter/Vendors from previous owners SMT. MEERA RAMESH BHARVIRKAR & OTHER as per sale deed dated 06-08-2012 which is duly registered at Sr. No. 08213/2012 at Sub-Registrar Office No. 3 and as per the said sale deed the promoter/vendors name is mutated on the 7/12 extract by 6D entry No. 11886. (The above land is more particularly- described in the schedule-I written herein under and hereinafter referred to as the "said land") The promoter/vendor has absolute right to develop the said land by constructing building thereon as per the approved plans and to enter into agreements of sale, sale deed / deed of apartment for the sell of constructed flat /shop.

**AND WHEREAS** the vendor purchased **T.D.R. of 382.62 Sq.mtrs.DRC No.727 on 04/10/2016** from Mr. Kanhayyalal Chetandas Manwani & other by a sale deed dated 18/02/2017 which is duly registered at the office of Sub Registrar, Nashik-5 at Sr.No. 842-2017

**AND WHEREAS** the said land is from approved plan of Nashik Municipal Corporation, Nashik. The land Survey No. 21/1/A is converted to Non-Agriculture use for residential purpose vide order No. Kra.Mah/Kaksha-3/4-1/N.A.L.SR.NO/56O/2012 Dt.20/05/2013 & commercial purpose vide order No. Kra. Mah/Kaksha-3/7-1/N.O.C/SR./56/2016 Dt.22/07/2016 from the Collector of Nashik.

**AND WHEREAS** the title of the Promoter/Vendor to the said land property is clear, marketable and free from all encumbrances and certificate for the same is issued by advocate Mr.Gulab B.Shete, Nashik of the Promoter/Vendor.

**AND WHEREAS** the plans for the construction of building consisting of residential & commercial units is approved by Executive Engineer (Town Planning) Nashik Municipal Corporation by its Sanction of Building Permit & Commencement Certificate No. LND / BP / A4/05/203, Dt. 12/05/2016.

**AND WHEREAS** the Vendor/ Promoter prepared a building plan which is sanctioned by the Nashik Municipal Corporation under commencement certificate NO. LND / BP / A4/05/203, Dated 12/05/2016 and as per the building plan the Vendor/ Promoter has commenced the construction on the said property and proposes to construct a commercial Cum Residential building hereinafter referred to as the SAID BUILDING.

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

**AND WHEREAS** the Vendor/Promoter is in possession of the project land.

**AND WHEREAS** the Promoter has proposed to construct a commercial Cum Residential building having Stilt + fifth floor/Ground + Fifth floors.

**AND WHEREAS** the Allottee is offered an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (herein after referred to as the said "Apartment") in the Building called PRABHU FORT, (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule/ Annexure A written hereunder.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter will register the Project under the provisions of the Act with the **Real Estate Regulatory Authority**.

**AND WHEREAS** the Promoter has appointed a structural Engineer **Mr. Bhanu Vilas Bhavsar, Nashik** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

**AND WHEREAS** by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Aaslam Kadri, Nashik** and of such other documents as are specified under the Real Estate (**Regulation and Development**) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

**AND WHEREAS** the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the buildings

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

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building 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 shall be granted by the concerned local authority.

**AND WHEREAS** the vendor/promoter has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property consisting of **Ground + fifth Floor as Stilt + fifth Floors**, with using the TDR available on the said property.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of **an Apartment No. \_\_\_\_\_ On \_\_\_\_\_ floor situated in the building being constructed in the said Project PRABHU FORT.**

**AND WHEREAS** the **carpet area of the said Apartment is CARPET AREA \_\_\_\_\_ SQ. MTRS. (AS PER RERA) + Balconies + utility + C/B+ Cov. area of \_\_\_\_\_ Sq. Mtrs.** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Cheque \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, Dated \_\_\_\_\_** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

1. The Promoter shall initially construct the said building **consisting of ground + fifth floors, Stilt + fifth floor** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present.
1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ admeasuring                      **Sq. Mtrs. (as per sanctioned building plan by NMC) CARPET AREA**                      **SQ. MTRS. (AS PER RERA) + Balconies + utility + C/B+ Cov. area (excluding area under walls) of**                      **Sq. Mtrs. of Rs.**                      /- and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule (Annexure E) annexed herewith.
- 1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs.**                      **(Rupees**                      **only) by Cheque**                      **drawn on**                      **Bank Dated**                      as advance payment or application fee and the Allottee hereby agrees and under take to pay the balance amount of **Rs.**                      **(Rupees**                      **only) to the Promoter as per** Stage wise work & time to time demand of vendor.
- (c) The possession of the Apartment to the Allottee on or after full and final amount of consideration from the Allottee /completion of the building and receipt the / of occupancy certificate
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment
- 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the

demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments **as the Promoter and allottee may decide by consulting with arbitrator** for the period by which the respective installment has been preponed.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause I (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1200-00 square meters** has planned to utilize additional **Floor Space Index by availing of TDR** or FSI as may be 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 said FSI **as** proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the

understanding that the declared proposed FSI shall belong to Promoter only.

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

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD 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 agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lifts with particular brand to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6 The Promoter shall give possession of the Apartment to the Allottee on or before December-2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

6.1 war, civil commotion or act of God ;

6.2 Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

**9** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and 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 Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed association 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. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

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

9.2 The Promoter shall, within three months of registration of the association of apartment owners as aforesaid, cause to be transferred to the association all the right, title and the interest of the Vendor/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building 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. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. as the Promoter and allottee may decide by per month towards the outgoings and incase the allottee gives the said flat on leave and license holder basis, he shall be liable to pay Rs. as the allottee and may decide by more to the association. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. \_\_\_\_\_ for share money, application entrance fee of the association.

(ii) Rs. \_\_\_\_\_ for formation and registration of the association.

(iii) Rs. \_\_\_\_\_ for proportionate share of taxes and other charges /levies in respect of the association.

(iv) One Time maintenance of Rs. \_\_\_\_\_ - per Sq. Ft. and Rs. \_\_\_\_\_ - separately towards provisional monthly contribution towards outgoings of association.

(v) Rs. \_\_\_\_\_ For Deposit towards Water, Electric, and other utility and services connection charges &

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

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees'

share of stamp duty and registration charges payable, by the said association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said association on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### **13. REPRESENTATIONS AND WARRANTIES OF THE**

#### **PROMOTER :-**

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

- i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment / Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the

common areas of the Structure to the Association of the Allottees;

- x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.
  - xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xii. 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.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

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

#### 17.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

#### 18.BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

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

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

#### 22. SEVERABILITY

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

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

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

#### 24. FURTHER ASSURANCES

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

#### 25. PLACE OF EXECUTION

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

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

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

PURCHASERS NAME AND ADDRESS

MR. \_\_\_\_\_

R/o. \_\_\_\_\_

Notified Email ID : \_\_\_\_\_

PROMOTERS NAME-

**M/s. PACIFIC BUILDERFS, A Partnership firm, PAN AAHFP 3847 M, having its office at 1 and 2, Audumber Apartment, Patil Lane No. 4, College Road, Nashik 422 005, through its PARTNER MR. PRASHANT HARCHAND PATIL, Age 47 Years, Occupation Business, R/o. Nashik,**

**Notified Email Id - [pacific700@gmail.com](mailto:pacific700@gmail.com)**

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

28. JOINT ALLOTTEES

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

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

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

31. GOVERNING LAW

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

32. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a] The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b] Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c] The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d] The car parking area shall not be enclosed under any circumstances.

33. In case the purchaser intends to give the **flat** on rent to any third party, the purchaser shall intimate the name of the tenant/ licensee to the association and/ or the builder in advance and shall obtain the necessary verification from the police authorities in respect of such lease or leave and license and/ or the lessee/licensee.

34. In case before sale deed/ deed of apartment, the purchaser intends to Transfer or assign his right, title and interest in the said **flat**, the purchaser shall be liable to pay the administrative charges at 2% on the sale price.

35. The exact location and demarcation of the said car parking spaces shall be at the sole discretion of the vendor and the same shall be intimated to the purchaser/s at the time of handing over the possession of said flat. The purchaser/s agrees that they shall not raise any dispute or objection to the location and demarcation by the vendor of the said car parking spaces. The purchaser/s shall use their allotted parking space only for the purpose for keeping or parking the purchaser/s own one two wheeler or one Hatchback car but the purchaser/s are not entitled to park inside the project or the said car parking any heavy vehicle such as trucks, bulldozers, buses, etc. and further that the purchaser/s shall not be entitled to park his/her/there any two or four wheeler vehicles in the common marginal spaces. The vendor shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any flat in the complex after the said flat has been handed over to such purchaser/s of the flat by the vendor. It is very clearly understood by the purchaser/s that allotted parking **in this agreement** are the only parking he/she/they allowed to use. And the Purchaser/s shall not raise any objection or rights on the terrace attached to the particular flat which is allotted to respective flat holders except the common terrace on the top floor.

36. In case at any time dispute arising between both parties before going to civil court both parties agree to appoint legal arbitrator as per all the decision of said arbitrator will be final. Both hereby mutually appoint as arbitrator.

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

**FIRST SCHEDULE OF THE PROPERTY**

All that piece and parcel of land bearing **S. No.21/1/A admeasuring 1200-00 Sq. Mtrs.** situated at **Wadala**, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

|                     |   |                         |
|---------------------|---|-------------------------|
| On or towards East  | : | By S.No. 21/2           |
| On or towards West  | : | By S.No. 20             |
| On or towards South | : | By S.No. 19             |
| On or towards North | : | By 18.00 Mtrs. D.P.Road |

**SCHEDULE A / SECOND SCHEDULE OF THE SAID FLAT**

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **Flat No. \_\_\_\_\_** On \_\_\_\_\_ **Floor CARPET AREA admeasuring \_\_\_\_\_ SQ. MTRS. (as per sanctioned building plan by NMC), CARPET AREA \_\_\_\_\_ SQ. MTRS.(AS PER RERA) + Balconies+ utility+ C/B +cov. area of \_\_\_\_\_ Sq. mtrs. in PRABHU FORT.** Which is Constructing on land deccribed in Schedule I above the said flat is bounded as under

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

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**ANNEXURE A**  
**TITLE CERTIFICATE**

**ANNEXURE B -**  
**7/12 EXTRACT**

**ANNEXURE C**  
**BUILDING PLAN**

**ANNEXURE - E**

**AMENITIES TO BE PROVIDED IN THE FLAT**

- ◆ **(A) COMMON FACILITIES:-**
- ◆ 1. RCC Frame work structure of the building.
- ◆ 2. Drainage and water line work.
- ◆ 3. Electric and water meter connected to common lights, water Connections pump set etc.
- ◆ 4. Light points outside the building and staircases as well as those in the common parking space.
- ◆ 5. One overhead water tank for building with water pump connected to water reservoir.
- ◆ 6. Lift/ Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
- ◆ **B) RESTRICTED AREAS AND FACILITIES:-**
- ◆ 1. The parking spaces ground floor and on peripheral open area as shown in annexure shall be restricted and the vendor herein shall have exclusive right to allot the same to the tenement holder in the building.

- ◆ 2. Top terrace of the building shall be restricted and the vendor herein shall have exclusive right of the allotment of the same.
- ◆ 3. All areas etc. which are not covered under aforesaid head common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, spaces adjoining flats on car parking's within the said land and in the building which is under construction on the said land is reserved and vendor shall have exclusive right or allot sell or transfer, convey the same in part or in full to any buyer of flat, parking space etc.

◆ **Security Features:-**

- ◆ \* All campus having totally compounded.

◆ **Living & Dining**

- ◆ \* Good thickness with both side laminated door frames.
- ◆ \* Branded SS fittings and hinges on the main door.
- ◆ \* First quality emulsion paint in living and dining room.
- ◆ \* Night latch to main door.
- ◆ \* Vitrified flooring in living and dining room.

◆ **Bedrooms:-**

- ◆ \* Vitrified flooring in all bedrooms.
- ◆ \* First quality emulsion paint in living and dining room.
- ◆ \* All windows sills in Granites.

◆ **Kitchen:-**

- ◆ \* Vitrified flooring in each kitchen.
- ◆ \* Modern kitchen layout for convenience and comfort.
- ◆ \* Stainless steel kitchen sink.

◆ **Toilets:-**

- ◆ \* Toilet door frames in Marble or Granite.
- ◆ \* Branded make bathroom fixtures.
- ◆ \* Concealed plumbing with luxurious sanitary fittings.
- ◆ \* Bathroom tiles with anti skid flooring tiles.

◆ **Electrification:-**

- ◆ \* Concealed copper wiring with circuit breakers.
- ◆ \* Adequate electrical point along with premium modular switches.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED  
HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED  
HEREINABOVE.**

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
**M/s. PACIFIC BUILDERS THROUGH ITS  
PARTNER MR. PRASHANT HARCHAND PATIL  
(VENDOR/ PROMOTER)**

]  
]  
]  
]-----  
]

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
**MR. \_\_\_\_\_**

]  
]  
]-----

[PURCHASER/ ALLOTTEE/S]

**WITNESSES:**

- 1. -----
- 2. -----

JD-pacific-builder-draft.

DRAFT COPY