Date: _____.

To,

_____

_____

ALLOTMENT LETTER

Sub: Allotment of the Apartment No.___ on _____ floor in **Phase-1** of **Nature's Pride, __-Wing** situated in **Westwind Meadows** at Village Makhmalabad, Nashik.

Dear Sir/Madam,

1. We hereby acknowledge the advance payment of ' _____ (In words Rupees _____ only) vide Cheque No. ..... drawn on ..... bank .....dated ..... towards booking of the above mentioned subject Apartment and issue present allotment letter.

2. You have agreed and confirmed that you shall execute & register Agreement for Sale with respect to above mentioned apartment/flat by making 10 % amount of the total consideration (excluding GST, LBT, Stamp duty, registration charges, documents preparation & legal charges and other statutory amounts levied on this transaction) of the said flat within 7 (Seven) days from the issuance of this letter.

3. You are aware that we intend to develop the Project under the name & style, 'Natures Pride' consisting of 3 residential and 2 commercial buildings, Central Podium, Clubhouse to be constructed by us in 2 (Two) phases.

4. We have also explained to you that the Phase-1 of the said project namely Nature's Pride Phase-1 consists of 3 (Three) buildings namely A-Wing, B-Wing & C-Wing for residential purpose and are registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____.

5. We have also explained to you that the said Project shall be completed in 2 construction phases. We have obtained some of the sanctions/ approvals from the concerned local authority(s) and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said project phase wise.

6. You are aware that the apartment allotted by this letter is situated in ____-Wing, which comes under the PHASE-1 of the said Project.

7. We hereby allot & agree to sell to you the apartment, bearing No. ..... on the ..... floor of the ..... Wing of the PHASE-1 out of the Project 'NATURE'S PRIDE', having carpet area ..... Sq.Mtrs., enclosed balcony area ..... Sq.Mtrs., Dry balcony area ..... Sq.Mtrs., and Terrace area ..... Sq. Mtrs., for the total consideration of ₹ _____/ - (In words Rupees _____ only) including allotted parking space and proportionate price of the common areas and facilities appurtenant to the premises.

8. You have paid to us an amount of ' _____ (In words Rupees _____ only) (not exceeding 10% of the total consideration) as an advance payment and you

hereby agree and confirm the following schedule of payment for the balance amount of consideration of ' _____ (In words Rupees _____ only) in the following manner :-

i. **30% of the total consideration** to be paid to the Promoter after execution of Agreement.

ii. **45% of the total consideration** to be paid to the Promoter on completion of plinth of the building or wing in which the said apartment is located.

iii. **60% of the total consideration** to be paid to the Promoter on completion of the slabs including podium and stilts of the building or wing in which the said Apartment is located.

iv. **75% of the total consideration** to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. **80% of the total consideration** to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. **85% of the total consideration** to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. **95% of the total consideration** to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. **Balance Amount** at the time of handing over of the possession of the Apartment to you on or after receipt of occupancy certificate or completion certificate.

Time for said payments or installments and all the amounts payable under these presents by you to us is the essence of the contract. In case of any delay on your part to make payment as per above schedule we have right to charge interest @ prime lending interest rate of Nationalised banks of India + 2 % per annum on the due amount till the date of actual payment together with interest.

9. You have inspected approved sanctioned plans, approvals, orders and the title documents with respect to said project and you are satisfied about the same. You are aware that we have right to change, modify, alter, revised the approved sectioned plans & layout of the said project.

10. We hereby inform you that you shall neither have any right nor authority to create any charge or any third party interest on the said apartment nor any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.

11. You are aware that this letter is an acknowledgement of your advance amount for your proposal to purchase the said premises and thus does not create any legal right in your favour with respect to the said apartment.

12. You have agreed and confirmed that Adhoc Maintenance charges, electric meter, Apartment formation charges, provisional amount towards the charges/expenses for procuring and using electricity, water, drainage, sewerage connections and other amounts referred in the payment statement annexed hereto will be extra and payable by you as per our

demand letters. And all taxes as may be applicable and levied on the present transaction including VAT, Service Tax, LBT, TDS, GST or any other taxes with respect to said apartment or the said premises shall also be borne and paid by you.

13. You should submit copies of PAN, Aadhaar card, Residence Proof and/or Certificate of Incorporation/MOA/AOA as the case may be along with payments mentioned in the Para 2 within 7 (seven) days herefrom.

14. General terms and conditions :

a. All payments against this allotment shall be made by way of a crossed Cheque, Demand draft, NEFT, RTGS drawn in the favour of Bagad Properties, ICICI Bank Ltd., Escrow Acc. No. 002705013168.

b. If payments as mentioned hereinabove are not made within stipulated time period then this allotment letter shall stand cancelled.

c. The detailed terms and conditions of sale as discussed by us have been incorporated in the draft prepared by our Advocate and displayed on the website has been seen and approved by you and your advocate. And the same has been agreed between us and it will be set out in an Agreement for Sale, which shall be executed & registered by us within 30 (Thirty) days herefrom.

d. This Allotment shall be subject to Nashik Jurisdiction only.

15. The allotment of the said apartment shall be confirmed by registered Agreement for Sale in your favour and upon the fulfillment of the terms and conditions set-forth herein.

Yours faithfully,

for **BAGAD PROPERTIES**

Authorised Signatory

Accepted by

( )

Village	:	Makhamalabad
Zone No.	:	14.35
Rate per Sq. Mtr.	:	Rs.29,200/-
Apartment No.	:	_____.
Carpet Area	:	_____ Sq.Mtrs.
Consideration	:	Rs._____/-
Govt. Valuation	:	Rs._____/-
Stamp Duty	:	Rs._____/- (Including L.B.T. 1%)
Registration Fees	:	Rs._____/-

AGREEMENT FOR SALE OF APARTMENT

THIS AGREEMENT FOR SALE OF APARTMENT AS PER THE PROVISIONS OF REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 is made at Nashik on this _____th day of _____ Christian Year **Two Thousand Seventeen.**

By and Between

M/s. BAGAD PROPERTIES, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1/2, Ramtirth Park, Kulkarni Colony, Sadhu Vaswani Road, Nashik - 422002.
[PAN - AAJFB2257P], represented by its authorised Partner **MR. AJINKYA CHANDRAKANT BAGAD,** Age: **30** Years, **Occ.:** Business & Agriculture, **[UID No. 607608470337],**

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. _____
[UID No._____ **], [PAN -** _____ **]**
W/o. MR._____
Age :_____ Years, **Occp.:**_____**.**
R/o : _____
_____,
(Mob. No._____)

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

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

WHEREAS the properties bearing,

(A) (1) Survey No.**141/1 to 2/2,** area **69.70 R's.,**
(2) Survey No.**141/1 to 2/1/2,** area **77 R's., and**

(B) Survey No.**141/1 to 2/1/3,** area **18 R's,** are situated at village Makhamalabad, Tal. and Dist. Nashik, also within the limits of Nashik Municipal Corporation, Nashik are hereinafter referred to as the "**Said Properties".**

AND WHEREAS, the land area as mentioned in **(A) (1)** i.e. Survey No.**141/1** to **2/2,** area 74 R's., has been purchased by the Promoter from Shri. Jayantilal Kanhaiyalal Lahoti and Others-3 vide Sale Deed, dated 03.05.2010, that has been registered with Sub-Registrar, Class-II, Nasik-3 at Serial No.04395-2010 on 06.05.2010. Accordingly, the name of the Promoter has been entered into the revenue records of the said land area by certifying Mutation Entry No.24888. That, out of the said land area of 74 R'., the Promoter has given his consent to N.M.C. for deducting the land area of 430.00 Sq.Mtrs., for sanctioning the Lay-out of Shri. Vishwanath Namdeo Pingale. And the same has been certified vide Mutation Entry No.32407. And the remaining land area of **00 Hector 69.70 R's.**, stands in the name of present Promoter.

And the land area as mentioned in **(A) (2)** i.e. Survey No.**141/1** to **2/1/2,** area **77 R's.,** has been purchased by the Promoter from Shri. Vilas Ramchandra Bagad vide 2 (Two) different Sale Deeds. That, the Promoter has purchased (1) the land area of 00 Hector 62 R.s' vide Sale Deed, dated 31.12.2012, that has been registered with Sub-Registrar, Class-II, Nasik-3 at Serial No.1304-2013 on 05.02.2013. Accordingly, the name of the Promoter has been entered into the revenue records of the said land area by certifying Mutation Entry No. 29799. And (2) the land area of 00 Hector 15 R.s' vide Sale Deed, dated 25.11.2014, that has been registered with Sub-Registrar, Class-II, Nasik-1 at Serial No.10204-2014 on 25.11.2014.

And for the land area as mentioned in **(B)** i.e. Survey No.**141/1 to 2/1/3,** area **18 R's,** the Promoter has acquired Development rights from Sau. Nayna Ashok Dughad. Accordingly, the Development Agreement has been executed by Sau. Nayna Ashok Dughad in favour of the Promoter on

31.12.2012. The said Development Agreement has been registered with Sub Registrar, Class-II, Nashik - 3 at serial No.1173-2013 on 31.01.2013. Accordingly, the name of the Promoter has been entered in the record of rights by certifying Mutation Entry No.29736.

Thus, the Promoter has acquired all the ownership and development rights in the said properties together with the rights to sell and dispose of the constructed area or part thereof and also all the rights in the said properties.

AND WHEREAS, the Promoter has purchased TDR's i.e. Transfer of Development rights by way of purchase deeds from different persons and by different deeds namely from Shri. Deepak Ramchandra Bagad, Shri. Balu Runja Patil and others, Shri. Vikrant Suryakant Bagad and another, Sau. Kalpana Sahebrao Gaikwad, M/s. Satguru Buildcon vide sale deeds and its particulars are as under:

1. 02.01.2013 NSN-3, Document No.138/2013.
2. 02.01.2013 NSN-3, Document No.137/2013.
3. 02.02.2012 NSN-3, Document No.1538/2012.
4. 26.09.2012 NSN-3, Document No.9641/2012.
5. 17.05.2012 NSN-3, Document No.5113/2012.

Thus, accordingly the Promoter has acquired TDR's free from encumbrances so as to construct over the said properties and the said TDR's are loaded, utilised and load for the said ongoing construction.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land/said properties in accordance with the recitals herein above.

AND WHEREAS the Promoter is a registered partnership firm. That, the said firm has been registered in the office of Registrar of Firms, Mumbai at Sr. No. **M.A.-34945,** dated **30.10.2010.** The registered office of the said partnership is at 1/2, Ramtirth Park, Kulkarni Colony, Sadhu Vaswani Road, Nashik- 422 002. The business of the said partnership firm is of Construction, Builders &

Land Developers. **Mr. Ajinkya C. Bagad** is one of the partners of the said firm & is also the executant of this agreement.

AND WHEREAS the Promoter discloses and declares that out of the aforesaid properties one of the properties i.e. Survey No.**141/1 to 2/1/3,** area **18 R's,** has been taken for development by the Promoter from Sau. Nayana Ashok Dughad in consideration of allotment of some of the constructed area, which is disclosed and expressed in the Development Agreement. The area to be allotted to Sau. Nayana Ashok Dughad will form part of the entire building project. However, the said constructed area to be allotted to Sau. Nayana Ashok Dughad is not put up for sale by the Promoter.

AND WHEREAS the Promoter has purchased some area from Shri. Jayantilal Kanhaiyalal Lahoti & others 3 vide Sale Deed registered at Serial No.04395-2010. That, in consideration of the said sale deed, they are to be allotted some constructed area as mentioned therein. The Promoter declares and discloses that the area to be allotted to Shri. Jayantilal Kanhaiyalal Lahoti & others, will form part of the entire building project. However, the said constructed area to be allotted to Shri. Jayantilal Kanhaiyalal Lahoti & others is not put up for sale by the Promoter.

The Promoter has purchased the land area of 15 R's., from Shri. Vilas Ramchandra Bagad. The Vendor discloses that as per the sale deed, dated 25.11.2014, registered at Serial No.10204-2014, the Promoter has undertaken and agreed to allot constructed area to previous land holders i.e. Sau. Ranjana Suresh Gaikwad & Sau. Sunita Sanjay Jadhav as per the sale deed, dated 02.11.2010 executed by them in favour of Shri. Vilas Ramchandra Bagad. The area to be allotted to Sau. Ranjana Suresh Gaikwad & Sau. Sunita Sanjay Jadhav will form part of the entire building project. However, the said constructed area to be allotted to Sau. Ranjana Suresh Gaikwad & Sau. Sunita

Sanjay Jadhav is not put up for sale by the Promoter.

That, the Promoter hereby finally declares and discloses that said Dughad, Lahoti & other-3, Gaikwad and another are the persons claiming thereto will take part and participate in the common enjoyment of the property and common areas and facilities, common amenities in the entire project alongwith other Flat purchasers and/or Apartment Owners.

AND WHEREAS the Promoter further declares & discloses that, to carry out and complete the construction of the project as aforesaid the Promoter has raised the loan from ICICI Bank Ltd. That, said loan is a project loan or construction finance loan and the said property is subjected to the said Bank as a security for the repayment of the loan vide Indenture of Mortgage, registered with Sub Registrar, Class-II, Nasik-1 at Serial No.10317-2013 on 26.09.2013. However, to execute this agreement and/or to execute the final deed of Apartment or allotment letter, the Promoter will obtain No Objection Certificate from the concerned Bank. Hence, except this liability/charge said property is not encumbered in anyway whatsoever manner.

The Promoter further declares and discloses that, the entire project, the entire properties as aforesaid will be subject to the provisions of the Apartment Ownership Act, 1970 and for that purpose the necessary declaration will be registered and in accordance with the provisions of the said Apartment Act so also after the registration of declaration, the deed of Apartment will be executed by the Promoter in favour of the allotee/purchaser. The Promoter declares that the said properties will be governed by the said Act and the allotees or the persons claiming there under will be bound by the provisions of the said Act.

AND WHEREAS the Promoter has decided to launch group housing scheme named as **“Nature’s Pride”** on the said

properties. The said group housing scheme shall be constituting **5 (Five)** Buildings out of which **three** buildings for residential purpose and remaining **two** buildings for commercial purpose namely **"Nature's Pride – A-Wing, Nature's Pride– B-Wing, Nature's Pride –C-Wing, Nature's Pride – D Wing & Nature's Pride – E-Wing".** That, out of the said 5 buildings "Nature's Pride – A-Wing, Nature's Pride– B-Wing and Nature's Pride –C-Wing is being constructed in **Phase-I** and the remaining 2 Commercial buildings i.e. Nature's Pride – D Wing & Nature's Pride – E-Wing shall be constructed in **Phase-II**.

AND WHEREAS the Promoter has obtained the building permission from Nashik Municipal Corporation. The Promoter has also obtained the Non-Agricultural permission from the Collector of Nashik. The Promoter has also obtained NOC from Fire Office requisite for the said project. The details of all these NOCs and permissions are mentioned below.

(1) The Building Plan was approved and sanctioned earlier by Nashik Municipal Corporation, Nashik vide its Sanction of Building Permit & Commencement Certificate bearing No. LND/BP/Pancha/C-2/400/2349, dated 03/09/2013, which has been later on cancelled and the new Building Plan has been approved and sanctioned by Nashik Municipal Corporation, Nashik vide **Building Permit & Commencement Certificate bearing No. LND/BP/C-2/723/6123,** dated **27/01/2017.** That, the Promoter has obtained **Plinth Completion Certificate,** bearing No.**LND/WS/NASIK/C-2/25/2014,** dated **10.07.2014** from Nasik Municipal Corporation, Nasik.

(2) That, the Promoter has obtained permission for Non-Agriculture use with respect to the said properties from the Collectorate of Nashik vide its Order, bearing No. **Mah./Kaksha-3/4/Bi.She.Pra.Kra./529/2012,** Nashik, dated **13.12.2012** and the said properties have been put to Non-Agricultural use and Non-Agricultural assessment for residential as well as commercial purpose is levied and

imposed and assessed for the said lands.

(3) That, the Chief Fire Officer, Nashik Municipal Corporation, Nashik vide its letter, bearing No. NMC / Fire / WS / II / 207 / 2012, dated 31.12.2012 has given the instructions to the Promoter to fulfill the requirements under Maharashtra Fire Prevention & Life Safety Measures Act, 2006 for construction of high Rise Building.

AND WHEREAS the Promoter has got necessary 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 having rights as aforesaid proposed a scheme of ownership of flats to be sold on ownership basis as per the provisions of Ownership Apartment Act.

AND WHEREAS the building under construction in Phase-I shall be known as **"Nature's Pride - ____-Wing"** (Hereinafter referred to as the **"Said Building"**).

AND WHEREAS each Allottee/s of the respective premises has/have to pay and bear the outgoings individually or in common as shown hereunder.

AND WHEREAS the Promoter has appointed an Architect

registered with the Council of Architects and a Structural Engineer for the preparation of the structural design and drawings of the building and the Vendor shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building.

AND WHEREAS the Promoter has disclosed that the said properties will be subjected to the provisions of Apartment Ownership Act. The Promoter hereby assures and undertake that they will execute and get registered THE DECLARATION DEED OF APARTMENT required under the said Act together with necessary details and specification, also together with other relevant material and provisions and details. The said declaration will be registered by the Promoter as and when required necessary, mostly after the entire completion of the project.

AND WHEREAS, the Promoter has registered the said project under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority vide No._____, dated _____.**

AND WHEREAS the plans and specifications have been displayed for the inspection of the purchasers at the site and also in the office of the Promoter.

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

AND WHEREAS the Allottee/s has/have offered to purchase an **Apartment bearing No._____** on the

_____**th floor** (herein after referred to as "**the said Apartment**") in the ____**-Wing** of the building called "**Nature's Pride**" (herein after referred to as "**the said Building**") being constructed on said property in **Phase-I** by the Promoter.

AND WHEREAS the **carpet area** of the said Apartment is _____ **Sq. Mtrs.,** and **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the apartment. However, the carpet area of the said apartment as per sanctioned building plan is _____ **Sq.Mtrs.**

AND WHEREAS the Allottee/s herein has/have demanded from the Promoter and the Promoter has given to the allottee/s all the documents of title relating to the said property and the said project as described in Schedule-II and also the approved plans, designs and specifications of the said building and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as "**The Said Act**") and the rules and regulations made thereunder. 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 querries he/she/they has/have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s is/are satisfied about the marketable title and rights and authorities of the Promoter herein. That, the allottee/s has/have given his/her/their specific confirmation herein that the responsibility of title of the

said property be on the Promoter up and until the conveyance of the said building and the said properties thereunder.

AND WHEREAS the Promoter has obtained **Building Permit & Commencement Certificate bearing No. LND/ BP/C-2/723/6123,** dated **27/01/2017** from Nasik Municipal Corporation, Nasik 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 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 and said building has accordingly commenced construction of the same.

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

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

AND WHEREAS the authenticated copy 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 said properties on which the said apartments are being have been annexed hereto and marked as ***Annexure "A" and "B"*** respectively.

AND WHEREAS the authenticated copies of Certificate of the Plans of the Layout of the said building as approved by the local authority i.e. Nasik Municipal Corporation, Nasik have been annexed hereto and marked as ***Annexure "C".***

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

AND WHEREAS the allottee/s has/have independently made himself/herself/themselves aware about the specifications provided by the promoter and he/she/they is/are aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as ***Annexure "E".***

AND WHEREAS the allottee/s has/have been shown the conditions of contracts with the vendor/contractors. And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee/s has/ have now agreed to the same as conditions mentioned in these contracts and that the allottee/s agree/s to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Allottee/s has/have applied for Apartment in the said project vide **Application** dated _____**.2017** for Apartment No._____ having carpet area

of _____ **Sq.Mtrs.,** i.e. _____ Sq.feet and exclusive **Terrace area** _____ **Sq. Mtrs.,** i.e._____ Sq. feet and **balcony area** _____ **Sq. Mtrs.,** i.e. _____ Sq.ft. on _____**th** floor in **Nature's Pride,** ____**-Wing** being constructed on the said properties alongwith alloted Parking for **1 Car** and pro-rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as "**the said Apartment**") and which is more particularly described in Schedule-II and the floor plan of the apartment is annexed hereto and marked as ***Annexure "F".***

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

AND WHEREAS, the Allottee/s prior to the execution of these presents has paid to the Promoter a sum of **Rs.**_____**/-** (**In words Rupees** _____ _____ **only**), being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit the payment and receipt whereof the Promoter doth hereby admit and acknowledge and the Allottee/s has/have agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therin.

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 agree/s to purchase the Apartment as specified in above Para.

AND WHEREAS, the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment 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 these presents.

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

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, funds, 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 rights of the allottee/s in respect of their 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/s has/have not given any third party any rights to enforce this agreement unless the said unit is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:-

The Promoter shall construct the said building consisting of Stilt floor for parking + Podium + 12 (Twelve) upper floors on the project land/said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the building or common areas of the said phase which are required to be made by the 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 sure minor additions and alterations as may be required by the Allottee/s.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT:-

2.1 The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Apartment No.**_____ of the type

_____ of carpet area admeasuring _____ **Sq.Mtrs.** on _____ **Floor** in the building _____**,** _____**-Wing** (hereinafter referred to as **"the said Apartment"**) as shown in the Floor plan thereof hereto annexed and marked **Annexures - C** for the lum sum consideration of **Rs.**_____**/-** (**In words Rupees** _____ _____ **only**) including **Rs.**_____**/-** (**In words Rupees** _____ _____ **only**)being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilitieswhich are more particularly described in the Second Schedule annexed herewith. That, the computation of the abovementioned consideration price includes the proportionate price of Land, construction of not only Apartment but also the common areas, internal and external development charges, fire fighting equipments in the common areas, etc., and includes cost for providing all other facilities in the said project.

2.2 The Promoter hereby agrees that the Allottee/s shall be allotted **01 (One) Car Parking** by the Promoter. The Promoter further states that the said lum sum consideration amount is inclusive of the Parking Space amount and no extra or seperate charges have been charged or levied to the Allottee/s for the said Car Parking space in whatsoever manner.

2.3 The total aggregate consideration amount for the said apartment and allotted parking is thus **Rs.**_____**/-** (**In words Rupees** _____ **only**).

2.4 The Allottee/s agree/s and understand/s that timely payment towards purchase of the said apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee/s has/have paid on or

before execution of this agreement as follows:-

Rs._____**/- (In words Rupees** _____ _____ **only**) vide Cheque No. _____, dated _____, drawn on _____.

Rs._____**/- (In words Rupees** _____ _____ **only**) vide Cheque No. _____, dated _____, drawn on _____.

Rs._____**/- (In words Rupees** _____ _____ **only**) vide Cheque No. _____, dated _____, drawn on _____.

Rs._____**/- (In words Rupees** _____ _____ **only**) vide Cheque No. _____, dated _____, drawn on _____.

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Rs._____**/- (In words Rupees** _____ _____ **only**)

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The Allottee/s has/have paid **Rs.**_____**/- (In words Rupees** _____ **only**) as advance/part payment and hereby agree/s to pay to the Promoter the balance amount of **Rs.**_____**/- (In words Rupees** _____ **only**) before the possession of the said apartment. The terms of the payment of total consideration amount are in the following manner :-

i. **30% of the total consideration** to be paid to the Promoter after execution of Agreement.

ii. **45% of the total consideration** to be paid to the Promoter on completion of plinth of the building or wing in which the said apartment is located.

iii. **60% of the total consideration** to be paid to the Promoter on completion of the slabs including

podium and stilts of the building or wing in which the said Apartment is located.

iv. **75% of the total consideration** to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. **80% of the total consideration** to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. **85% of the total consideration** to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. **95% of the total consideration** to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance amount as against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

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 Project payable by the Promoter up to the date of handing over the possession of the said Apartment.

2.5 The Total Price is escalation-free, save and except

increase which the Allottee/s hereby agree/s 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, Local Bodies, State/Central Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges, 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/s, which shall only be applicable on subsequent payments. The Promoter may charge the allottee sepertately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facilities which have been done on the allottee/ s request or approval but which have not been agreed upon herein or shown in the website of the registered authority.

2.6 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/s and the Allottee/s shall make payment of such due amount to the Promoter within 7 (Seven) days from the date of receiving such intimation. The Allottee/s herein specifically agree/s 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.

2.7 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ 6 %

per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestone, the Allottee/s 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 in favour of "_____" payable at _____.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

The Allottee/s authorise/s 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/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

5. INTEREST ON UNPAID DUE AMOUNTS:-

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, not shall it be construed as

condonation of delayby the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

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

The Promoter hererby 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, State and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or any time thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the Allottee/s has/have paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, Service Tax, Vat, GST and all the other taxes payable under this agreement of the said apartment to the Promoter.

However, 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/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as

stated in the sid agreement. That, further it has been agreed by the Allottee/s that any damage or change done within the unit sold or in the building/phase/ wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolve/s the developer from the same liability and specifically consents that on such act done, he shall waive his rights to enforce the defect liability on and towards the developer.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.0 of the project land i.e. 19,090.97 Sq. Mtrs only and Promoter has planned to utilize Floor Space Index of 19,062.11 Sq.Mtrs., by availing of TDR which is 140% of the project land and FSI available on payment of premiums which is 50% 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 with and upper cap of 2.5 times (250%) of the project land. The Promoter has disclosed the Floor Space Index of 33,549.95 Sq.Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee/ s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments or commercial shops / offices 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.

8. 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 known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its rights, title and interest or right to construct building and also given inspections 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 and after satisfaction of the same has entered into this agreement. That, the said property has been mortgaged by the Promoter with ICICI Bank vide Mortgage Deed, dated 25.03.2015, which has been registered with Sub Registrar, Class-II, Nasik - 1 at Serial No.2728-2015 on 25.03.2015. That, except the above mentioned charge, there is no other charge on the said property.

9. SPECIFICATIONS AND AMENITIES:- The specifications and amenities of the apartment to be provided by the Promoterin the said project and the sid apartment are those that are set out in Schedule IV hereto. Common amenities for the project on the said land are stated in the Schedule V annexed hereto. In the project multi storied high rise buildings/wings are under construction 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 costomisation permitted inside the said apartment. Changes such as civil, electrical, plumbing, etc., shall not be allowed during construction and till delivery of possession.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

10.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with 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 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/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to signing of this agreement, it shall be the sole responsibility of the Allottee/s 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/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

11. POSSESSION OF THE APARTMENT:-

11.1 Schedule for possession of the said Apartment:- The Promoter agrees and understands that timely delivery of possession of the said apartment 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 apartment, in terms of these presents, the Promoter based on the approved plans and specifications, assures to hand over possession of the said Apartment on **30th** day of **June 2019**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the authority for registration. Further, if the completion of building in which the Apartment 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) Extension of time for giving posession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason 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/

s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agree/s and confirm/s 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/s 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 Allotee/s, the Allottee/s agree/s that he/she/they 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.

11.2 **Schedule for Possession of the Common Amenities:-** The Promoter herein is developing the said land which consists of various phases having common amenities like Club house, landscape garden, etc., the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter assures to hand over possession of the said common amenities on **30th** day of **June 2019.**

That, the Allottee/s further agree/s 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/s or any person on his behalf to complete the remaining works shall be deemed to have done as and against the developer.

11.3 **Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate from the local/ competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment 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 apartment within 15 daysfrom the date of written intimation isued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentations on part of the Promoter. The Allottee/ s agree/s to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be.

11.4 It shall be expressly agreed that whereever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

11.5 **Failure of Allottee to take Possession of Apartment :-** Upon receiving a written intimation from the Promoter as per clause 11.3, the Allottee/s 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/s. In case the Allottee/s fail/s or commit/ s delay in taking possession of the said Apartment within the time provided in clause 11.3, such Allottee/ s shall be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said

apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

11.6 **Possession by the Allottee/s:**- After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

11.7 **Compensation:**-

That, the Allottee/s has given his specific confirmation herein that the responsibility of title of the said land be on the developerup and till the conveyance of the said building/phase/wing and the said land thereunder.

11.7 Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/e wish/es to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if Allottee/s does/do not intend to withdraw from the said project, the Promoter shall pay the Allottee/s interest as per State Bank of India highest

Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Apartment.

12. 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 Apartment to the allottee/s and common areas to association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/ her/them and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in Clause 2.5.

13. TERMINATION OF AGREEMENT:-

13.1 Without prejudice to the right of promoter to charge interest in terms of clause No.05 as mentioned above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/ her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, 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, liquidated damages or any other expenses or amounts incurred by the Promoter for such unit as requested by the Allottee/s or any other amount which may be payable to Promoter) within a period of 30 (Thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as a waiver of Promoter absolute right to terminate this agreement.

13.2 For Whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire/s to terminate this agreement/transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment 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 Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and the Allottee/s herein is terminated as stated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and the Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party shall have no right, title interest or claim against each other except as provided hereinafter.

14. Defect Liability:-

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

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the sid apartment 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 particularit 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 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 apartment by the occupants, vagaries of nature, etc.

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

Further where the manufaturer warranty as shown by the developer to the Allottee/s ends before the defect 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 occuring 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 equipments, 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/s has/have been made aware and that the Allottee/s expressly agree/s 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 expressely agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, 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.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

15.1 Considering the Promoter herein is carrying on the construction/development on the said land in Phases as aforesaid and further to have the maintenance of building/s and common facilities more conviniently, there will be one or more associations of Allottees/Co-Operative Societies and /or Apex Society and/or limited company or as such may bve formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

15.2 The Allottee along with other allottee/s of Apartments in the building shall join in forming and registering the Association of Apartment owners-Condominium to be known by such name as **Nature's Pride, Wing-____** 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-Condominium and for becoming a member, including the bye-laws of the proposed Association of Apartment owners-Condominium and duly fill in, sign and return to the Promoter within seven days of the same being forwarded

by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association of Apartment owners-Condominium, as may be required by the Competent Authority.

15.3 The Promoter shall, within the Stipulated time period of 3 (Three) months of registration of the Association of Apartment owners-Condominium as aforesaid, cause to be transferred to the Association of Apartment owners-Condominium all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.

15.4 The Promoter shall, within the Stipulated time period of 3 (Three) months of registration of the apex body of the Association of apartment owners-Condominium, as aforesaid, cause to be transferred to the Apex body all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.

16. COVEYANCE OF THE SAID APARTMENT:-

The Promoter on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the said unit not later than _____ years and with proportionate indivisible share in the Common areas on _____ (mention date) to the Association of apartment owners-Condominium, as may be formed all the rights, title and interest of the Promoter/original owner in the aliquot part of the said land i.e. said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto

within 3 (Three) months from the issuance of the occupancy certificate. However, in case the Allottee/s fail/s 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/s authorise/s the Promoter to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s.

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

17.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the apartments under the Value Added Tax Act, 2002 and as per the aforesaid Act, responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit/pay the same to the Government of Maharashtra.

17.2 The Allottee/s herein is/are well aware that, the Central Governnment of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid Act out of the transaction for the sale of apartment by the Promoter to the Allottee/s and as per the aforesaid Act, responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every instalment

of payment of consideration.

17.3 If at any time, after execution of this agreement, the service tax and 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 apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, shall always indemnify the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/s 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;

17.4 Within Fifteen days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/ s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment owners-Condominium is formed and the

said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the Association of Apartment owners-Condominium as aforesaid. On such conveyance 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 Association of Apartment owners-Condominium, as the case may be.

17.5 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges, etc., will always be on Allottee/s of the said apartment 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 alongwith 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 apartment being first encumbrance of the Promoter. The Allottee/s herein with due deligence has accepted the aforesaid condition.

17.6 That, the Allottee/s is/are made aware and expressly agree/s herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Allottee/s shall have to pay for the water charges either

by tanker or any other form.

18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

18.1 The Allottee/s shall on or before delivery of possession of the said flat keep deposited with the Promoter, the following amounts :-

(i) share money, application entrance fee of the Association of apartment owners-Condominium /Apex body.

(ii) formation and registration of the Association of apartment owners-Condominium / Apex body.

(iii) proportionate share of taxes and other charges/ levies in respect of the Association of apartment owners-Condominium / Apex body .

(iv) deposit towards provisional monthly contribution towards outgoings of Association of apartment owners-Condominium / Apex body.

(v) Deposit towards Water, Electric, and other utility and services connection charges And

(vi) deposits of electrical receiving and Sub Station provided in Layout.

18.2 The Allottee/s shall pay to the Promoter Deposit 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 Association of apartment owners-Condominium or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance .

18.3 At the time of registration of conveyance of the Apartment Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a) 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 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 as per the title report;

d) There are no litigations pending before any Court of law with respect to the project land or Project as per the title report.

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed rchitect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee/s and the Allottee/ s is/are aware that professional liability has 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/s 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, 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/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 Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

j) 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;

k) 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;

l) 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.

20. COVENANTS AS TO USE OF SAID APARTMENT:- The **Allottee/s** himself/herself/theirselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

a. 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.

b. 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.

c. 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/s 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.

d. 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 color 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 Association of Apartment owners-Condominium/Apex Body.

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 Apartment

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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

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 in which the Apartment is situated.

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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i. The Allottee/s 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 Allottees to the Promoter under this Agreement are fully paid up.

j. The Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment owners-Condominium or Apex Body 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/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment owners-Condominium or Apex Body 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.

k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Association of Apartment owners-Condominium, the Allottee/s 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.

l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Association of Apartment owners-Condominium/Apex Body, the Allottee/s 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.

m. That, the Allottee/s shall indemnify and keep indemnifying the Promoter towards and 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/s.

n. That, any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the Promoter and the Allottee/s and shall be paid by them as agreed mutually.

o. That nothing contained in this Agreement is intended to be nor shall be construed as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings/common areas, etc of the remaining portion of the project layout unless specifically agreed and consideration dispensed by the Allottee/s to the developer in this regard. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Association of Apartment owners-Condominium/ Apex Body and until the project land is transferred to the Apex Body as hereinbefore mentioned.

p. That, the parking space/s sold to the Allottee/s shall be used only for the purposes of parking as the said parking space/s is/are designed and made for use of parking vehicle/s.

21. NAME OF THE PROJECT/BUILDING/WING:-

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 "_____" and the building will be denoted by the letters or name _____ or as decided by the Promoter herein on a building and at the entrances of the scheme. The

Allottee/s in the said project/building/s or proposed organisation 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.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

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

23. SEPERATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Association of Apartment owners-Condominium towards the out goings, legal charges, etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

24. RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee/s hereby agree/s to purchase the apartment on the specific understanding that his/her/

their right/s is/are only for the use of said common areas and facilities unless specifically allotted/given. Common areas/facilities, the use of it shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/s or the maintenance agency appointed by it and performance by the Allottee/s of all his/her/their obligations in respect of the termsand conditions specified by the maintenance agency or the association of Allottee/s from time to time. That, the list of things that would be covered under the maintenance head are clearly stated and which the Allottee/s has/have expressly agreed to pay for the same.

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

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 3 (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 the Allottee/s within 45 (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/s. If there is increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next mile stone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed between the parties. 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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

27. REGISTRATION OF THIS AGREEMENT:-

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

28. STAMP DUTY AND REGISTRATION:-

The Allottee/s 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 the Allottee/s or Association of Apartment owners-Condominium as may be formed in which the Allottee/s will be the member.

The Allottee/s shall also pay to the Promoter all the necessary amounts 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 Association of Apartment owners-Condominium and for preparing its

rules, regulations and Bye-laws and the cost of preparing and engrossing the conveyance.

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/s 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/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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

31. 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/s 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.

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

Name of Allottee :- **MR/MRS.**
(Allottee's Address) :-

Notified Email ID :- _____

Promoter Name :- **M/s BAGAD PROPERTIES**
(Promoter Address) :- 1-2, Ramtirth Park, Kulkarni Colony, Nashik - 422002.
Notified Email Id :- bagadproperties@gmail.com

It shall be the duty of the Allottee/s 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.

33. 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.

34. **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 relevant courts will have the jurisdiction for this Agreement.

35. DISPUTE RESOLUTION:-

All or any dispute arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and vilidity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer/Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations there under.

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

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

37. BINDING EFFECT:-

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within Thirty (30) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within Thirty (30) days from the date of its receipt by the Allottees 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/s for rectifying the default, which if not rectified within Seven (07) days from the date of its receipt by the Allottee/s, application of the Allottee/s 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.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee/s has/have 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.

39. FURTHER ASSURANCES:-

Both the 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.

SCHEDULE-I, DESCRIPTION OF THE SAID LAND REFERRED TO ABOVE

All that piece and parcel of lands adjoining to each other in "**Westwind Meadows**" having

(A) (1) Survey No.**141/1 to 2/2,** area **69.70 R's.,**

(2) Survey No.**141/1 to 2/1/2,** area **77 R's., and**

(B) Survey No.**141/1 to 2/1/3,** area **18 R's.**

being situated within the limits of village **Makhmalabad** and within the limits of Nashik Municipal Corporation and within the limits of Sub-Registration District of Nashik, Taluka and District of Nashik are bounded and described as under:

East	:	By Adj. S.No.141/1+2/1/4 & 30.00 Mtrs.,wide D.P. Road.
South	:	By 18.00 Mtrs., wide D.P. Road.
West	:	By Adj. S.No.141/1+2/1/4 & 5 and 15.00 Mtrs., wide Road.
North	:	By Adj. S.No.140(P).

Together with TDR rights mentioned aforesaid and loaded in the proposed construction and as approved by Local Authority, Nashik Municipal Corporation.

SCHEDULE-II, DESCRIPTION OF THE SAID PHASE-I IN WHICH SAID APARTMENT IS SITUATED

From and out of the total property as mentioned in the First Schedule, the total project to be developed in two Phases, an area Adm. _____ Sq. Mtrs., shall be consisting of **"Nature's Pride, ____-Wing"** and is bounded as under:

East : _____.

South : _____.

West : _____.

North : _____.

All the said Phase as reflecting in the layout plan annexed hereto.

The said flat premises is situated in **"Nature's Pride, _____-Wing"** of Phase-I of the said project and particulars and description of the said flat premises is described in THIRD SCHEDULE written hereunder.

SCHEDULE-III, DESCRIPTION OF THE SAID FLAT/ APARTMENT REFERRED TO ABOVE

The constructed premises of **Flat No._____,** having approximate **carpet area** of _____ **Sq.Mtrs.** i.e. _____ **Sq.Ft.,** area situated on the _____ **floor,** consisting of _____ **Bed Rooms + Hall + Kitchen + Store room +** _____ **Toilets + Dry Balcony + Terrace + Entrance Lobby** in the building known as **"Nature's Pride, _____-Wing"** which is bounded as under as per the sanctioned building plan :-

East :

South :

West :

North :

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.

SIGNED & DELIVERED BY THE WITHIN NAMED

M/s. BAGAD PROPERTIES

through its Partner

_____

SHRI. AJINKYA CHANDRAKANT BAGAD

(PROMOTER)

_____

MR/MRS. _____

(ALLOTTEE/S)

In the presence of

1._____ **2.**_____

~ ANNEXURE E ~

AMENITIES & SPECIFICATION

Structure	- R.C.C. Construction of Superior quality, designed as per earthquake resistant norms.
Masonry	- All external walls in 5" thick AAC Blocks. External double coated sand face plaster & Internal plaster in Gypsum finish.
Waterproofing	- Guaranteed Waterproofing for toilets and terraces in brickbat coba with IPS finish.
Electrical	- Concealed ISI approved copper wiring of Polycab with MCB controls. All switches of Anchor/ Legrand/ Schneider make.
Windows	- Three track powder coated finish alluminium sliding windows including mosquito net and safety Grill.
Doors	- All doors are bothside laminated flush doors with good quality fittings. All door frame in ply with lamination.
Flooring	- 0.6m x 0.6m Vitrified tile flooring in all rooms of Simpolo make.
Kitchen	- 10’ granite kitchen platform + stainless steel sink with glazed tiles dado up 4’0 height.
Toilets and Bathrooms	- Ceramic tiles flooring and coloured tiles dado upto 8' height. Sanitary ware of RAK /Jaquar make. CP fittings with hot & cold mixer for shower of make Jaquar
T.V. and Telephone	- T.V. and Telephone points in the living room.
Lift	- 8 & 13 Passenger OTIS make 2 lifts.
Power Backup	- For Staircase & Common Areas.