

Zone No. :
Valuation Rate : Rs. _____ /- per Sq. Mtr.
Carpet Area : Sq. Mtr.
Parking Area : Sq. Mtr.
Government Valuation : Rs.
Consideration : Rs.
Stamp Duty : Rs.
Registration Fee : Rs.

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AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on this ----
th day of -----, 2017.

BETWEEN

SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK

Through their G.P.A. Holder

KRISHNA DEVELOPERS, Through Its Proprietor,

Mr. ABHIJIT VAMANRAO PATIL

Age : 45 Years, Occupation : Business,

R/o : B-3, Sugandh Soc., New Pandit Colony, Gangapur Road, Nashik,

PAN No. : ABKPP 3987 E

Hereinafter referred to as the “VENDOR / LAND OWNER” (Which
expression shall unless it be repugnant to the context or meaning there of mean
and include his heirs, Executors, Administrators, assigns, etc.) of the **FIRST
PART.**

AND

KRISHNA DEVELOPERS, Through Its Proprietor,

Mr. ABHIJIT VAMANRAO PATIL

Age : 45 Years, Occupation : Business,

R/o : B-3, Sugandh Soc., New Pandit Colony, Gangapur Road, Nashik,

PAN No. : ABKPP 3987 E

Hereinafter referred to as the “PROMOTER / DEVELOPER” (Which
expression shall unless it be repugnant to the context or meaning there of mean
and include his heirs, Executors, Administrators, assigns, etc.) of the **SECOND
PART.**

AND

1. Mr. _____

Age : _____, Years, Occupation :

Pan No.: _____

2. Mr. _____

Age : _____, Years, Occupation :

Pan No.: _____

Both R/o : _____

Hereinafter referred to as the “ **PURCHASER / ALLOTTEE/S**” (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, Administrators, assigns, etc.) of the **THIRD PART**.

AND WHEREAS:

AND WHEREAS the VENDOR, is the Co - operative Society Registered under MAHARASHTRA CO OPERATIVE SOCIETY ACT wide Registration No. NSK / HSG / 538 dated 20/12/1975. VENDOR is the absolute & exclusive owner & otherwise well & sufficiently entitled to all that piece & parcel of the vacant land situated at Nashik, more particularly described in the first schedule written hereunder and thereafter referred to as the to as the "Project Land".

AND WHEREAS the said VENDOR decided to develop the said property and after due negotiation with the Promoter i.e. the Party of the Second Part herein, the VENDOR call an Ordinary Meeting of all its Members and pass a Resolution No. 03 dated 15/12/2014. In that meeting all members gave Consent to Develop the Said Property therefore VENDOR has entered into a Development Agreement on 03/08/2015 which is registered in the office of the Sub – Registrar Class II, Nashik : 01, at Sr. No. 6952/2015 on the same day a Power of Attorney is also executed and registered in the office of the Sub – Registrar Class II, Nashik: 01, at Sr. No. 6953/2015. By virtue of the said Development Agreement & Power of Attorney the Promoter has absolute right by constructing a building thereon therefore Promoter Purchased Additional "B" Zone T.D.R. of area 204 sq. mtr. from Mr. Chandrashekhar Madhukar Pethe. The Said document was duly executed at the Office of Sub – Registrar Class II, Nashik : 5, vide Sr. No. 3909/2016, dated 22/06/2016. The Promoter got right to develop the said property by constructing a building on Plot No.20, The Promoter / Developer is entitled to sale of the constructed premises to the prospective purchaser at the price and the terms and conditions as the Promoter / Developer may deem fit.

On the basis of Development Rights, the Promoter / Developer decided to construct a Residential Building as per the rules & regulations of Nashik Municipal Corporation and sell the Flats therein to the Purchaser / Allottee/s on ownership basis.

AND WHEREAS the project land is out of final layout, which has been finally approved by the Arbitrator, Mumbai as per his order No. TPS / II / 1119 / Nashik dated 24/07/1970 And also converted into non - agriculture use by The Collector of Nashik by order No. LNA / SR / 594 / 1970 dated 01/04/1970 under the provisions of Sec. 45 of Maharashtra Land Revenue Code, 1966 & rules framed there under;

AND WHEREAS the Promoter is/are entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land; AND WHEREAS the Promoter has proposed to construct on the project land one building having common /allotted open/covered parking on Ground Floor, and Residential Flats/Apartment on upper floors comprising First to Seven Floors.

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect Mr. _____ who is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a Structural Engineer Mr. _____ for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the Promoter has registered the said Project under the provisions of Section 3 of the Real Estate (Regulation and Development) Act, 2016 (hereafter referred to as "the said Act") with the Real Estate Regulatory Authority at _____ having its Registration No. _____; authenticated copy of such Registration Certificate is attached herewith;

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

By virtue of the said Development Agreement and Power of Attorney the Promoter / Developer herein has acquired absolute right, power and authority to develop the said plot's property by constructing multistoried building thereon and to sell, lease, mortgage, etc. the Flats, Tenements and allot exclusive right to car parking, terraces, reserved parking, reserved/restricted areas, garden area etc. in the building, and enter into agreements with the Purchaser/s, Mortgagees, Lessees, allottees etc. and to receive sale price, deposit and other charges in respect thereof.

AND WHEREAS the Developer prepared a building plan through there registered Architect & Structural Engineer which is approved by the Nashik Municipal Corporation, Nashik under Commencement Certificate No. LND / BP / A1 / 373 / 1696, dated 14/10/2015. The Promoter revised the said Building Plan and same is approved by Nashik Municipal Corporation under Commencement Certificate No. LND / BP / A1 / 220 / 2987, dated 29/08/2016 As per the approved building plan Consenting Party has commenced the construction on the said property consisting of Parking on Ground and Seven upper floors, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) of 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 building plans the Nashik Municipal Corporation, Nashik 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 said project land and the said project and upon due observance and performance of which only the Completion of Occupancy Certificate in respect of the said project shall be granted by the Nashik Municipal Corporation, Nashik;

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned plans and subsequent revisions thereof;

The said project when completed will be known and styled as **“SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK”**.

AND WHEREAS the Allottee/s has applied to the Promoter for allotment of the Residential Flat No. _____ on _____ Floor, situated in the said building being construction on the said project;

AND WHEREAS the carpet area of the said Residential Flat is _____ square meters and “carpet area” means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat;

AND WHEREAS the Allottee/s is offered a Residential Flat bearing Number ____ on the _____ floor (hereinafter referred to as “the said Flat”) in the building called as **“SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK”** (herein after referred to as “the said Building”) being constructed on the said project land, by the Promoter;

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

The Purchaser has verified the aforementioned deeds, documents, plans, orders and other papers and has investigated the title of the Landowners and the Developer and after satisfying himself/herself/itself about the title of the Landowners to the Land and the Developer / Promoter having a right and is empowered to develop land and transfer the Flats constructed upon the said land. The Purchaser demanded & is interested in buying a Flat bearing **FLAT No.:** _____ on the _____ **FLOOR** in **“SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK”** building (hereinafter called or referred to as the “Flat”).

Relying upon the commitments of the Purchaser and considering his interest the Developer has agreed to sell the Flat to the said Purchaser at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Residential Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, and the Allottee/s has agreed to get registered this Agreement for Sale with his/their own cost;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Residential Flat and the garage/covered parking (if applicable).

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER –

1. The Developer herein has obtained sanction of the building plan in respect of the building which is under construction on the said land and the Developer herein shall continue to construct and complete the construction of the said building in accordance with the plans, designs and specifications approved by the concerned authority. Which have been seen and agreed by the Purchaser/s subject to such alterations and modifications as the Developers may think fit and necessary or may be required by the concerned local authority/Government.

2. The Purchaser/s hereby gives/give his/her/their irrevocable consent to the Developer herein to take / purchase / load additional TDR permitted by the Govt. and the Concerned Authority as per the prevailing policy and rules and for the said purpose to revise the building plan from time to time and to carry out such additions, alteration, modifications in the sanctioned plan of the said building as the Developer in its discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority or Government or any officer of any local authority. It is hereby specifically agreed that the Developer shall be fully and absolutely entitled to transfer / load T.D.R of the other land or portion thereof on the said Building and as result of this, allowed to increase the floors accordingly as per the rules and regulations of Nashik Municipal Corporation.

3. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Residential Flat No. _____ admeasuring carpet area _____ square meters on _____ Floor in the building known as “**SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK**” (hereinafter referred to as “the Flat”) as shown in the Floor plan thereof hereto annexed and marked Annexures for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately)

3.(i) The Allottee/s hereby agrees to acquire from the Promoter and the Promoter hereby agrees to grant to the Allottee/s the exclusive right of user of the _____ Open/Covered Car Parking Space. The Allottee/s shall not raise any

dispute in the future about suitability of the said parking space as constructed by the Promoter.

(ii) The Carpet area of the said Residential Flat is _____ square meters i. e. appurtenant to the net usable area of an Flat, exclusive area use of the open terrace area is _____ square meters and appurtenant to the net usable area of balcony _____ square meters exclusive use for allottee/s, enclosed to the bedroom, living room or any other room as per sanctioned plan and the calculated under Sec. 2(k) of the said Act and vide Circular No. 4/2017 date 14/06/2017, the copy of sanctioned plan of such area annexed herewith.

(iii) The Open Car parking, if any, shall be allotted by the legal entity of the Allottee/s as and when formed.

2. The Total aggregate consideration amount for the said Residential Flat including open/covered parking spaces is thus Rs. _____/- (Rupees _____ only).

3. The Allottee/s has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner:-

PAYMENT SCHEDULE

(i) Amount of Rs. _____ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

(ii) Amount of Rs. _____ (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Residential Flat is located.

iii) Amount of Rs. _____ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of slabs of the building in which the said Residential Flat is located.

iv) Amount of Rs. _____ (Rupees _____ only) (not exceeding 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 Residential Flat.

v) Amount of Rs. _____ (Rupees _____ only) (not exceeding 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 Residential Flat.

vi) Amount of Rs. _____ (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Residential Flat is located.

vii) Amount of Rs. _____ (Rupees _____ only) (not exceeding 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 for Sale of the building in which the said Residential Flat is located.

viii) Balance amount of Rs. _____ (Rupees _____ only) against and at the time of handing over of the possession of the said Residential Flat on or after receipt of Occupancy Certificate or Completion Certificate.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee/s by way of Goods and Service Tax or Cess or any other similar taxes which may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Residential Flat by the Promoter to the Allottee/s, in connection with the construction of and carrying out the Project) payable by the Allottee/s up to the date of handing over the possession of the said Residential Flat.

5. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the Municipal Corporation of Nashik and/or any other increase in charges which may be levied or imposed by the said Corporation/Local Bodies/Maharashtra State Electricity Distribution Company Limited/ Central and State 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, or levies imposed by the Municipal Corporation of Nashik and/or Maharashtra State Electricity Distribution Company Limited 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.

6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Completion Certificate or Occupancy Certificate is granted by the Nashik Municipal Corporation and/or concern authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 percent. The total price payable for the carpet area shall be recalculated upon such confirmation by the Promoter. If there is any reduction in the carpet area of the said Apartment less upto 3%, then Promoter shall refund the excess money paid by Allottee/s within fortyfive days with annual interest at the rate of 12% (twelve) per annum, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area more than 3% allotted to Allottee/s, the Promoter shall entitled to demand from the Allottee/s the additional/ excess amount and the Allottee/s shall pay within 15 days from demand the same. All these monetary adjustments shall be made at the same rate per square meter as agreed.

7. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Society to the Allottee/s, obtain from the said concerned local authority, Occupation and/or Completion Certificates in respect of the said Apartment.

The Allottee/s agreed to give consent to make any changes, modification, alteration in sanctioned layout and/or building plan may have been necessary to

complete the construction before handing over the possession of the said Flat to the allottee/s and also agreed to give no objection to the concern local authority to sanction the layout/s and plans submitted by the Promoter.

8. Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Residential Flat to the Allottee/s and the common areas to the 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 installments and other dues payable by him/her/them to the Promoter under the terms hereof and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 3 (herein mentioned above in "Payment Schedule").

9. The Promoter hereby declares that the Floor Space Index of 1.1 available as on date in respect of the Project Land is 510.03 square meters only and Promoter has planned to utilize additional Floor Space Index of 204 Sq.Mtrs. by availing of TDR or FSI on payment of premiums or FSI available as incentive FSI by implementing various scheme as mention in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 204 Sq. Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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.

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

11. Without prejudice to the right of Promoter to charge interest in terms of Clause 10 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate his Agreement:

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and/or 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the 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/s, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter) within the period of 30 (thirty) days of the termination, the installments of sale consideration of the said Residential Flat which may till then have been paid by the Allottee/s to the Promoter.

12. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Residential Flat as are set out in Annexure annexed hereto.

13. The Promoter shall give possession of the said Residential Flat to the Allottee/s on or before 31st July 2022. If the Promoter fails or neglects to give possession of the said Residential Flat to the Allottee/s on account of reasons beyond its control and of his/its agents by the aforesaid date, then in such event, the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said Residential Flat with interest at the same rate as may mentioned in the clause 10 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, or the Allottee/s shall have option to terminate this Agreement on the ground of such failure or neglect on the part of the Promoter.

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

- (i) War, Civil Commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) Any circumstances arising from court order due to specific stay or injunction orders relating to the real estate project from any Court of Law or Tribunal Authority etc., the period shall be valid and extension shall be granted for such period where actual work could not be carried by the Promoter as per sanctioned plan due the said circumstances or court order.

14 Procedure for taking possession –

(i) The Promoter, upon obtaining the Occupancy Certificate or Completion Certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the said Residential Flat to the Allottee/s in terms of this Agreement to be taken within 03 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Residential Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 07 (seven) days of receiving the Occupancy Certificate or Completion Certificate of the Project.

(ii) The Allottee/s shall take possession of the said Residential Flat within 15 (fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Residential Flat is ready for use and occupancy.

(iii) Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the said Residential Flat - (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Residential Flat, with the interest 12% per annum within 30 (thirty) days including compensation (if applicable) in the manner as provided under the said Act.

(iv) Failure of Allottee/s to take Possession of the said Flat: Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee/s shall take possession of the said Residential Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Residential Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7.1, such Allottee/s shall continue to be liable to pay maintenance charges and property taxes or other charges (if any) as applicable. If any Allottee/s purchase any flat in the building after its obtaining completion/occupancy certificate and which is ready for possession in all respects, in that case such Allottee/s shall be liable to pay maintenance charges and property taxes including dues from date of completion certificate and all other charges been applicable.

(v) If within a period of 05 (five) years from the date of handing over the said Residential Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Residential Flat or the building in which the said Residential Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee/s shall not, without the prior written consent of the concerned Local Authority as well as Promoter to carry out any alterations of whatsoever nature in the said Residential Flat or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Residential Flat and do or omit to do any act which may result in damage to the said Residential Flat. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings, C.P. Fittings, Electrical and Electronic peripherals, Doors and hardwares, Windows, Tiles, Glass, Wooden Flooring etc. procured from manufacturers / third parties, to be provided by the Promoter in the said Project and/or in the said Residential Flat, the Promoter's liability for any manufacturing defects therein shall be concurrent

with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Allottee/s / Co-operative Housing Society or Association formed of the purchasers of Flats in the said Project. If there is any dispute regarding any defect in the building or material used within five years from the date of handing over possession, then first the Allottee/s shall inform the customer care department of the Promoter and resolve the issues amicably and mutually. The Promoter shall arrange inspection through its engineer in respect of the defects and if it is found that such defects are due to wear and tear / non periodic maintenance / misuse / mishandling of the materials / unit / building, then Promoter would not be liable to rectify such defects. The Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which might occur due to variation of heat intensity / weathering as these do not affect the structural stability of the Building and hence does not amount to structural defect or bad workmanship defect. Allottee/s shall be at liberty to approach concern authority and refer the matter for the decision of Adjudicating Officer appointed under the said Act in the event of defects being not resolved to his / her satisfaction by the Promoter.

14. The Allottee/s shall use the said Residential Flat or any part thereof or permit the same to be used only for purpose of residence. And the Allottee/s shall use the open/covered parking space allotted to him/her/them only for purpose of keeping or parking the Allottee's vehicle.

15. The Allottee/s along with other allottee(s)s of the said Project shall join in forming and registering a Co-operative Housing Society 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 the registration of the Society for becoming a member, including the bye-laws of the proposed Society 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 such Society under the Maharashtra Co-Operative Societies Act 1960 No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or the Registrar/Sub-Registrar of Assurances as the case may be, or any other Competent Authority.

16. The Promoter shall within the period of three months from the date of procuring occupancy/completion certificate of the said Project, the Promoter shall make an application to the Registrar of Co-operative Societies to form and register an Apex Body under the Maharashtra Co Operative Societies Act 1960 or execute a Conveyance. Such conveyance shall be subject to exclusive, limited common rights of the Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye-laws, rules, etc. of the Association as per terms of this Agreement and also with a view to maintain decorum, beautification of the said building, open grounds and common amenities, etc. And the Allottee/s of Flatt in the said project shall become a member.

The Promoter shall execute the Deed of Conveyance on receipt of the entire consideration of the said Residential Flat under the Agreement from the Allottee/s and shall convey the right, title of land with the proportionate share in the common areas to the Apex Body/Federation as may be formed all the right, title and interest of the Promoter in the said project within three months from the

formation of Apex Body/Association. However in case the Allottee/s fails to deposit the stamp duty, registration charges and all others incidental charges and expenses etc. demanded by Promoter within stipulated period mentioned in the demand letter, the Allottee/s authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues payable to the Promoter by Allottee/s.

17. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Residential Flat is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society 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 agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs._____-/- (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said Project is executed in favour of the said Society. On such conveyance being executed for the said Project, the aforesaid contribution (deduction of expenses done by the Promoter for maintenance of building and common areas and other deduction provided in this Agreement) shall be paid over by the Promoter to the Society as the case may be.

18. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and the Allottee/s shall be liable for penalty, which is extend upto five Percent of Flat cost, and/ or punishable with imprisonment for a term which is extend upto one year with fine as the case may be as default continuous as determined by the Authority under Sec. 67 and 68 of the said Act.

19. The Allottee/s shall on or before delivery of possession of the said Residential Flat keep deposited with the Promoter, the following amounts:-

(i) Rs. _____ for share money, application entrance fee of the Society /Association/Federation/Apex Body.

(ii) Rs. _____ for formation and registration of the Society.

Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.

(iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.

Rs. _____ for deposit towards Water, Electric and other utility and service connection charges, and

(vi) Rs. _____ for deposits of electrical receiving and sub-station provided in layout.

20. Simultaneously with the execution of this Agreement, the Allottee/s shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017 / Integrated Goods and Service Tax Act 2017 / Maharashtra Goods and Services Tax Act, 2017 / or rules framed there under or any other law for the time being in force for the purpose, of the agreed sale / purchase price of the said Residential Flat. The said amount shall be paid by the Promoter to the Government as prescribed by the Law. The Allottee/s shall make payment of GST applicable to the said Limited Company on such conveyance or any document or instrument of transfer in respect of the said Project.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

i. The Promoter has clear and marketable title to the project land as declared in the Title Certificate annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the said project land for the implementation of the Project;

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

iii. There are no encumbrances upon the project land or the Project except those disclosed in the said Title Certificate;

iv. There is no litigation pending before any Court of Law with respect to the project land or Project except those disclosed in the said Title Certificate;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Common Areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement / Arrangement with any person or party with respect to the said Project Land, including the Project and the said Residential Flat/Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Flat to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottee(s), the Promoter shall handover lawful, vacant, peaceful,

physical possession of the common areas of the structure to the Association of the Allottee(s);

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities;

xi. 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 said Project Land and/or the Project except those disclosed in the said Title Certificate.

22. The Allottee/s for himself/ themselves with intention to bring all persons into whosoever hands the said Residential Flat may come, hereby covenants with the Promoter as follows:

i. To maintain the said Residential Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Residential Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Residential Flat is situate which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Residential Flat is situate and the said Residential Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Residential Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Residential Flat is situated or storing of which goods is objected to by the concerned Local or Other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Residential Flat is situate, including entrances of the said Building in which the said Residential Flat is situate and in case any damage is caused to the said Building in which the said Residential Flat is situated or the said Residential Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said Residential Flat and maintain the said Residential Flat 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 said Building in which the said Residential Flat is situate or the said Residential Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or Other Public Authority.

iv. Not to demolish or cause to be demolished the said Residential Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Residential Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Residential Flat is situate and shall keep the sewers, drains and pipes in the said Residential Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the

other parts of the said Building in which the said Residential Flat is situate 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 without the prior written permission of the concerned Local Authority and Promoter and/or the Society or Association or the Limited Company.

v. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grill etc., and installation of dish Antenna's without the permission of the Promoter. In case any such enclosure, the Promoter shall remove the grill/wall otherwise so fixed constructed at the cost of the Allottee/s. The Allottee/s shall be liable to pay such costs on demand by the Promoter.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Residential Flat is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat in the compound or any portion of the said Project Land and the said Building in which the said Residential Flat is situate.

viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Residential Flat is situate.

ix. 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 said Residential Flat by the Allottee/s to any purposes other than for purpose for which it is sold.

x. 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 said Residential Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

xi. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Residential Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a Deed of Conveyance of the said Building in which said Residential Flat is situate is executed in favour of Society, 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 project land and Building or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee/s is/are hereby prohibited from altering, obstruction the external and internal structure of the building constructed as per the sanctioned plan and from enclosing balconies/terraces with grills or otherwise, falling which

the Promoter shall remove such grill/wall constructed by the Allottee/s at the cost of Allottee/s. The Allottee/s shall be liable to pay such cost on demand by the Promoter and if the Allottee/s fails to pay the said cost shall be recovered by the Promoter from the interest free security deposit paid by the Allottee/s.

xiv. As the Promoter will be applying to the concerned authorities for giving separate water connection for building and electricity meters and connections from the concerned department then in that case the Promoter may provide electrical connections/water supply/power supply/generator supply through any other temporary arrangement because of which of there is any improper/insufficient/irregular supply of water/ electricity, the Promoter shall not be held liable for the same. The Allottee/s hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and Goods and Service Tax (if applicable) thereon.

xiv. Till the separate electric meter or water meter is installed/allotted by the MSEDCL and/or any other Authority, the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric supply to the Allottee/s from common meter and proportionate electricity charges and water meter charges and also the expenses for the maintenance of the common areas and facilities in portion to the area of his/her/their said Residential Flat as mentioned in the Clause 32.

23. In pursuance of the aforesaid terms of the said Agreement between the parties hereto it has been agreed that before 15 days prior to taking possession of the said Residential Flat agreed to sold/ purchased, the Allottee/s shall pay to the Promoter an amount of Rs. _____/- (Rs. _____ only) as interest free security amount for due compliance on the part of the Allottee/s as mentioned above. In the event Allottee/s commits any act in contravention of the above terms, then the Promoter shall entitled to withdraw the required amount from the said security deposit and the amount shall be utilized the same for any loss, damage suffered by the Promoter and the costs and all expenditure incurred by the Promoter due to non-compliance of the terms hereof and non-observance of the terms and conditions as mentioned hereinabove on the part of the Allottee/s and also for expenses like MSEDCL etc., on encroachment in the area other than allotted, failure to pay the taxes as and when demanded, fine on failure in extending co-operation in procedure of formation of Society, so as to protect the rights and interest of all the unit (Flats) Allottee/s in the said Project, which shall be completely at the discretion of the Promoter. It is hereby further clarified and agreed that, the Promoter shall after deductions if any on account of the reasons stated in clauses above from the aforesaid interest free security amount, refund the balance of the said amount without any interest thereon to the Allottee/s only after 5 years from handing over the possession of the said Residential Flat to the Allottee/s. The Allottee/s hereby agrees to purchase the said Residential Flat on the specific understanding that his/her right is to only to the use and unless specifically allotted/ given common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, in respect of the terms and conditions specified by the Association of Allottee/s from time to time.

24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Residential Flat or of the said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Residential Flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Promoter until the said Building is transferred to the Society and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

26. 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 Residential Flat 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 taken or agreed to take such said Residential Flat.

27. 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/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/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 fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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 15 (fifteen) 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/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

28. ENTIRE AGREEMENT: This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto 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 Residential Flat/Apartment.

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE/S: 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 said Residential Flat, in case of a transfer, as the said obligations go along with the said Residential Flat for all intents and purposes.

31. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall

be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to such 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.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall shall be in proportion to the carpet area of the said Residential Flat bears to the total carpet area of all the Flats in the Project.

33. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

34. 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 or notified Email ID at their respective addresses specified below:

Name of Allottee/s:
1) Mr._____ 2) Mrs._____
Allottee/s Address : _____

Notified Email ID : _____

Promoter Name : **KRISHNA DEVELOPERS**, Through Its Proprietor,**Mr. ABHIJIT VAMANRAO PATIL**
R/o : B-3, Sugandh Soc., New Pandit Colony, Gangapur Road, Nashik,
Notified Email ID :

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/s, as the case may be.

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

36. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

37. DISPUTE RESOLUTION: Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably and mutual discussion, the dispute shall be settled through the adjudicating officer as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations made thereunder.

38. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik Courts will have the jurisdiction for this Agreement

39. LOANS FROM FINANCIAL INSTITUTION/BANK:

(a) It is mutually agreed between the parties that in case the Allottee/ intends to avail housing loan from any Banks/Financial Institutions for payment of installments of the Sale Consideration as set out hereinabove, the same may be availed on the basis that no right or interest of the Promoter under this Agreement is affected on account of finance being obtained by the Allottee/s. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Residential Flat on any ground or revokes the loan already granted.

(b) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give his no objection to the same. The Promoter agrees that he shall give such no objection without prejudice to his rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to Promoter's right for payment of consideration on sale of said Residential Flat due from the Purchaser and that the Promoter shall be entitled to adopt all recourse available under this Agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee/s shall not make such refusal/ delay an excuse for non-payment of any installments / dues to Promoter within stipulated time as per the payment plan.

(c) It is mutually agreed between the parties that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee/s. All costs associated with procurement of loan amount shall be borne by the Allottee/s alone.

(d) Notwithstanding any arrangement between the Allottee/s and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, Property Taxes, Goods and Service Tax, Local Body Tax, Works Contract Tax etc, remains unpaid/outstanding at any stage, then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Residential Flat and/or the said Residential Flat for the unpaid/outstanding amount including interest thereon.

(e) The Allottee/s shall indemnify and keep indemnified the Promoter and his successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and his successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the said loan in respect of the said Residential Flat.

(f) In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Residential Flat, the Allottee/s undertakes to direct such financial institution to, and shall ensure that

such financial institution does disburse/pay all such consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee/s shall not make such refusal/ delay an excuse for non-payment of any installments/dues to Promoter within stipulated time as per the payment plan.

40. Miscellaneous:

a. The Promoter, before execution of this Agreement has explained to the Allottee/s inter alia, the entire scheme of the said Project Land, mode and form of conveyance, formation of apartment, maintenance of overall project amenities, the difference between the said optional facilities and the said common amenities etc. and the Purchaser having understood and accepted the same, has executed this Agreement.

b. The Allottee/s and/or the Society shall follow all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as- 1) Water (Prevention and Control of Pollution) Act 1974, 2) Air (Prevention and Control of Pollution) Act 1981, 3) Environment (Prevention and Control of Pollution) Act 1986, 4) H.W. (M & H) Rules, 5) Maharashtra Pollution Control Board, 6) Letter of Intent, 7) Public Liability (Insurance) Act, 1991, 8) Regulation for Development of Integrated Township in area under Nashik Regional Plan, 9) Maharashtra Regional and Town Planning Act, 1966, 10) and all concerned & then prevailing laws applicable for time being in force, etc. and notifications, circulars thereunder, published by concerned government authorities / departments.

c. If the Allottee/s suffer any loss, damages etc. arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations etc., the Promoter shall not be liable to make good the same to the Allottee/s.

d. The Promoter hereby clarifies that he has withdrawn all his advertisements and brochures etc. in respect of the said Project published prior to 01/05/2017 and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/s hereby clarifies that he/she has relied only on the advertisements and brochures etc. in respect of the said Project published by the Promoter only after 01/05/2017.

e. The Promoter herein has not undertaken any responsibility nor the Promoter have agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

41. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & then Prevailing Laws: Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the Real Estate (regulation and Development) Act 2016, & prevailing Laws. The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

**FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE
SAID PROJECT LAND**

All that pieces and parcel of the land situated at **Village Nashik** within Nashik Municipal Corporation, within registration and sub registration District of Nashik bearing **Final Plot No.: 364** bearing **Survey No.: 659/1B/21** out of this Final lay out Sanctioned bearing **Plot No.: 20** admeasuring area **510.03 Sq. mtr.** which is bounded as Follows :

East	:	Property of Dr. Gadgil
West	:	Plot No. : 19
South	:	Property of Me. Bhudhar
North	:	30 Fit Colony Road

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Building in which the said Society situated)

From and out of the total Project Land as mentioned in the First Schedule, the said building is constructed/to be constructed in the name & style as “**SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK**”, consisting of Ground + Five Upper floors, and bounded as under:

East	:	As per
West	:	site plan
South	:	annexed
North	:	herewith

The said Residential Flat premise is situated in the said project and particulars and description of the said Residential Flat premise is described in THIRD SCHEDULE written hereunder.

THIRD SCHEDULE

(Description of the said Residential Flat)

Upon the property mentioned in the First Schedule hereinabove, constructed building structures of residential project known in the name & style as “**SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK**”, from and out of the said building all that constructed premise having Residential Flat No. _____ having carpet area admeasuring _____ square meters, enclosed balcony area admeasuring _____square meters, and Terrace area admeasuring _____ square meters, situated on the _____ Floor, and open/covered parking _____ square meters on _____ Floor, and bounded as under that is to say :

East	:
West	:
South	:
North	:

All the said premises together with existing rights of easements, access, common amenities, fittings, fixtures and other rights appurtenant thereto;

FOURTH SCHEDULE

(The nature, extent and description of internal as well as external amenities)

1. The building is R.C.C. frame structure in ISI grade cement and steel.
2. External walls of 6" and internal wall of 4" thick bricks.
3. All external surface of sand faced plaster in two coats with coloring of two coats of cement paint.
4. All Internal walls, ceiling of Asian make oil bound distemper. Doors, grills, railing painted in oil paint.

5. Flooring :- Flooring of vetrified 2" x 2" tiles, joined and finished. Flooring of toilet and bathroom with full glazed tiles. The sides of bath room and W.C. lined with glazed tile up to a height of 7".
6. Water supply & sanitation concealed as far as possible while that on outer side of building is open, sewage drainage through S.W. Pipes.
7. Powder coated Aluminium windows sliding type with 3 tracks and SS mosquito net and MS safety grill. Windows sill in green marble with chamfer.
8. 10 feet Granite kitchen platform with stainless steel sink.
9. All door frames of wood / concrete and all shutters of water proof phenol bonded. Decorative main door in flush with both side lamination.
10. Two number of water storage tanks of adequate capacity one for ground reservoir and other as an overhead reservoir on terrace with adequate water proofing from inside.
11. Concealed electrification with adequate points including power points of standard quality switches and wire as follws.

Hall	:	3.5 points
Kitchen	:	3.5 points
Bedroom	:	3.5 points
Bathroom	:	1.0 points
Other areas	:	1 points

12. Lift of good make.

FIFTH SCHEDULE

(The nature, extent and description of common areas and facilities)

Common areas and facilities of immediate area abutting the main entrance door after the landing on the floor, staircase, lift, entrance lobby of the building, and all other areas which have been provided for common use by the Organization of the said Residential Flat hereby agreed to be sold in proportion with other premises on the same floor. In case of the Terrace Flat, the terrace shall belong exclusively to the respective Allottee(s) of the said Residential Flat/Apartment abutting to the terrace.

SIXTH SCHEDULE

DESCRIPTION OF THE COMMON EXPENSES AND DEPOSITS

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roofs, gutter, and rain water pipes of the building, water pipes, if any, and electric wires in under and upon the building and enjoyed or used by the Allottee/s in common with other occupiers of other flats and main entrance, passages, landings and staircases, terraces or roofs of the building as enjoyed by the Allottee/s or used by him in common as afore said.
- 2.The cost of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the Allottee/s in common as aforesaid.
- 3.The cost of the decorating the exterior of the building.
- 4.The cost of the salaries of facility team, clerks, bill collectors, chowkidars, sweepers, etc. appointed by Promoter, Association to manage and look after the building.
5. The cost of maintenance of other lights and services charged.
6. Costs of maintenance of lifts, its machinery, battery backup, etc.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building/s and the entire project.
9. N.A. Tax after completion of building.

SEVENTH SCHEDULE
DESCRIPTION OF THE PROHIBITED AND RESTRICTED AREA

1. Lift Machine Room.
2. Watchmen Room.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
THIS AGREEMENT AT NASHIK ON THE DAY AND THE YEAR FIRST
HEREINABOVE WRITTEN

SIGNED SEALED AND DELIVERED)
THE WITHIN NAMED ALLOTTEE/S)
1. Mr. _____) -----

2. Mrs. _____) -----
ALLOTTEE/S

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED VENDOR)
SUNSHINE CO. OP. HSG. SOC. LTD. NASHIK)
Through their G.P.A. Holder)
KRISHNA DEVELOPERS, Through Its Proprietor,)
Mr. ABHIJIT VAMANRAO PATIL) -----
VENDOR/ LAND OWNER

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PROMOTER /)
DEVELOPER)
KRISHNA DEVELOPERS, Through Its Proprietor,)
Mr. ABHIJIT VAMANRAO PATIL) -----
PROMOTER / DEVELOPER

: **Witnesses :**

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