READY RECKNER CHART NO. _____
RATE RS. _____ PER SQ. MTRS.
CARPET AREA OF FLAT _____ SQ. MTRS.
CONSIDERATION RS. _____
MARKET VALUE RS. _____
STAMP RS. _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made & executed at Nashik on this _____ day of SEPTEMBER 2017.

B E T W E E N

ARHUM HILLS-N-LANDS PRIVATE LIMITED a Company having a **PAN AADCA8064E** duly incorporated under the Companies Act having its office at **CHOPDA ESTATE, GANGAPUR ROAD, NASHIK** through its Director **MR.SUNIL.M.CHOPDA, AGE 54 YEARS, OCCUPATION BUSINESS, R/O. CHOPDA ESTATE, NASHIK, PAN ABBPC7095H**
Hereinafter referred to as the "**PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, executors, administrators, assigns, etc.) of the FIRST PART .

A N D

MR. _____ **Age** _____ **Years, Occupation** _____**, R/o.** _____ _____
PAN _____**,** hereinafter referred to as the "**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 OTHER PART.

WHEREAS the Promoter is the absolute and exclusive owner and is otherwise well and sufficiently entitled to all that piece and parcel of land being Plot No 1 admeasuring 502.95 Sq Mtr (out of) Survey No. 680/5/1 and Plot No. 2 admeasuring 474.75 Sq Mtr (out of) Survey No. 680/5/2 total by admeasurement 977.70 Sq. Mtr be the same a little more or less bounded according to the Deed of Demarcated Layout, situate, lying being at Nashik within the limits of Village Nashik, Taluka and District Nashik, within registration and sub Registration District of Nashik and

within Nashik Municipal Corporation limits and more particularly described in the **Schedule I** written hereunder **(the said land/property)**

AND WEHREAS the said property is acquired by the Promoter by a Deed of Declaration dated _____ made in the favour of the Promoter and registered in the office of the Sub-registrar at Nashik under Serial No NSN 3- _____/_____ and accordingly the name of the Promoter is mutated in the record of rights column as owner thereof and since then the Promoter is in actual possession and enjoyment of the said property as absolute and exclusive owner thereof.

AND WHREAS the permission under section 44 of Maharashtra Land Revenue Code, 1966 is granted for non-agricultural use of the said property by the Additional Collector, Nashik vide order bearing No. MAHA/KAKSHA/3/4 BI.SHE.PA.KRA/252(4278) dated 04/04/2000.

AND WHEREAS the Promoter has decided to develop the said property by constructing **Flat scheme** thereof in the name of **"CHOPDA'S TWIN TOWERS"** being project of two buildings **'BUILDING A** to the South Side and **'BUILDING B'** to the north side. The said project is Six storyed apartment scheme in each building with common amenities which also comprises of Parking of Vehicles more particularly mentioned in **Annexure I**.

AND WHEREAS accordingly, the Promoter being the owner of the Plot No 1 admeasuring 502.95 Sq Mtr (out of) Survey No. 680/5/1 and Plot No. 2 admeasuring 474.75 Sq Mtr (out of) Survey No. 680/5/2 amalgamated both the said plots admeasuring 977.70 Sq. Mtr by taking approval from Nashik Municipal Corporation

AND WHEREAS the Promoter has also acquired and purchased the TDR admeasuring 242 Sq.Mtr from DRC No. 78 & 82 dated 21/07/2001 vide Sale Deed dated 14/02/2011, which is duly registered at the Office of Sub Registrar, Nashik under serial No. 2321 on 21/02/2011 and also acquired and purchased another TDR admeasuring 149 Sq.Mtr from DRC No. 83 dated 21/07/2001 vide Sale Deed dated 14/02/2011, which is duly registered at the Office of Sub Registrar, Nashik under serial No. 2320 on 21/02/2011, (collectively called as **"the said TDR"**)

AND WHEREAS and accordingly, the Promoter after the amalgamation of the said Plots and of the TDR, prepared a building plan upon the said plots, which is duly approved by Nashik Municipal Corporation under Commencement Certificate bearing No. LND/DP/NSK/A1/198/5532 dated 04/03/2011 and thereby proposed to construct Two buildings as per the building plan and as per the building plan the Promoter has

commenced the construction on the said property and proposes to construct **Flat scheme** in the name of **"CHOPDA'S TWIN TOWERS".**

AND WHEREAS to commence the construction, the Promoter herein has appointed Ar. Sagar A. Kabre as their Architects and Er. Milind Rathi as their Structural Engineers and shall accept the professional supervision of architects and the structural engineers till the completion of the buildings.

AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the Promoter and of such documents which are specified under Maharashtra Ownership Flat (Regulation of promotion of Construction, Sale, Management and Transfer) Act 1963 (Hereinafter referred to as the said act), in turn the Allottee has carried out search and investigated the title, building plans, specifications, and commencement orders and, the Allottee/s is satisfied about the same. The Allottee acquainted and satisfied itself with all the facts and nature of right to be passed on to him/her, has entered into this agreement.

AND WHEREAS the copies of certificate of title issued by the Advocate of the Promoter, copies of Extract of Village Forms VII and XII showing the nature of the title of the Promoter to the said land on which the Flats are under construction / to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Allottee approved by the concerned local authority have been annexed hereto.

AND WHEREAS the Allottee has read and understood all the terms and conditions and all the contents of Commencement certificate, and Allottee agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS as per the commencement certificate, Major part of the construction work is completed by the Promoter including the flat inspected by the Allottee.

AND WHEREAS the Promoter has desired to sale, transfer the said flat premises in favour of any prospective Allottee and the 'Allottee' has hereinafter taking inspection of relevant papers and documents has approached to the Promoter and shown his keen interest, desire in purchasing, acquiring the said flat and the Promoter has agreed to sell,

transfer of all his right, title, interest and ownership in the said flat against the payment of total agreed consideration**.**

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

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

AND WHEREAS The Allottee has demanded inspection of the construction of the said Flat premises, area of the said Flat premises, quality of construction of the building, and amenities provided therein and on being satisfied about the same, the Allottee agreed to purchase from the Promoter and the Promoter has agreed to sell to the Allottee the said Flat, subject to the terms and conditions mentioned in this agreement,

AND WHEREAS the carpet area of the said Apartment is _____ square meters being the Flat No._____ on _____ floor in the building known as "_____"in "CHOPDA'S TWIN TOWERS", more particularly described in the **Schedule II** written hereunder **(the said Flat)**

constructed over the said property, described in the **Schedule I** written hereunder 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS before entering into the present agreement, the Allottee has verified and is satisfied about the Carpet area of the Flat and there is no dispute on the part of the Allottee about the said area of the said Flat.

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, vide cheque bearing No _____ dated _____ drawn on _____, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the price/consideration is excluding all expenses for stamp duty, registration fees, consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the flat, which shall be paid by Allottee separately and agreed to be borne by the Allottee in addition to the price/consideration of the flat agreed herein. The Allottee confirms that the Allottee is satisfied about the said consideration of the said Flat and admits that the said consideration is in accordance with prevailing market rate.

AND WHEREAS the Allottee confirms that the Allottee will abide by all the terms and conditions of this agreement, failing which the Promoter shall have absolute right and discretion to cancel this agreement as per terms and conditions mentioned herein and relying upon Allottee’s assurances and promises, the Promoter has agreed to sell the said Flat to the Allottee.

AND WHEREAS the Allottee has read and understood all the terms and conditions and all the contents of Commencement certificate, and Allottee agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS the Allottee is aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreements with several other Allottees, persons and parties in respect of Flats in the said building/project.

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

AND WHEREAS the Promoter has decided to form an Association of Apartments of all Flat Allottees of the buildings/project.

AND WHEREAS the Promoter has already completed the work of construction of the said premises as per specifications and the Allottee while confirming the same, have requested the Promoter to execute these presents:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:

1. The name of the Project shall be **"CHOPDA'S TWIN TOWERS"**

2. The Promoter shall construct the said building/s on the said property, more particularly mentioned in **Schedule I** hereunder, in accordance with the plans, designs and specifications approved by the concerned local authority i.e. Nashik Municipal Corporation, which have been seen and are in the knowledge of Allottee.

3. The Promoter has agreed to sell and the Allottee agreed to purchase from the Promoter the Flat No**.** ___ admeasuring _____ **sq.mtr carpet area** in the building known as "_____" in "CHOPDA'S TWIN TOWERS", more particularly described in the **Second schedule** written hereunder, for the consideration of **Rs _____ (Rs. _____ only)** 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. The Allottee hereby agrees to purchase from the Promoter and

the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____/-

4. The Allottee 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 .....) in the following manner :-

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

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (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 Apartment.

v. Amount of Rs...../- (.....) (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 Apartment.

vi. Amount of Rs...../-(.....) (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 or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (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 of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee

on or after receipt of occupancy certificate or completion certificate.

4.2 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

6.1 The above consideration is exclusive of expenses for stamp duty, registration fees, consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the flat and excluding all other expenses agreed to be payable by the Allottee at actuals, which shall be paid by Allottee separately and agreed to be borne by the Allottee in addition to the price/consideration of the flat agreed herein. The said price does not include the cost of additional amenities and facilities over and above the standard amenities and facilities.

6.2 The Allottee agrees that if he/she makes payment of any amount by outstation cheques, then the date of payment shall be treated as the date of payment as and when the same is credited to the account of the 'Promoter.

6.3 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

6.4 The Allottee/s agrees to pay the following expenses separately as mentioned below

A. An amount of the proportionate expenses of installation charges for common Water meter & Electric meter, individual Electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges etc.

B. All the expenses of stamp duty, registration fee, legal expenses for this agreement towards the final deed of apartment and proportionate expenses for Declaration of Apartment.

C. Legal charges

D. Corpus funds towards the maintenance of the building, lift, Generator/Invertor maintenance

E. All applicable Taxes, Levies, Service Tax, etc in Present & Future.

F. Lump sum maintenance charges of the building lift, maintenance and the premises.

6.5 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

7. That the Allottee shall deposit an amount Rs. _____ in lumpsum as corpus funds towards the maintenance of the building, lift, Generator/Invertor maintenance (if applicable) and the premises. This amount of maintenance shall be deposited in the bank for the benefit of the building and the surrounding open area. No possession will be given without payment of the said maintenance charges and the entire project will be maintained out of this corpus fund and after the said corpus fund is exhausted all the Flat Allottee shall contribute the amount as may be required for the maintenance and as may be decided by all the Flat owners from Time to Time.

8. It is hereby agreed that the Allottee is aware that the delay in making payment of any of the installments or any other amounts due and payable on its part will cause a problem in progressing the construction as per stages and undertakes to make payment on due date as specified above and undertakes that the time for payment as specified above and the payment of complete consideration amount before possession is the essence of this agreement. On failure of the Allottee to make payment on due dates of any of the installments or any other amounts due and payable, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter in its sole discretion shall be entitled to terminate this agreement. The Allottee has irrevocably agreed that the power of termination herein contained shall be exercised by the Promoter by giving notice in writing to the Allottee of its intention to terminate this agreement and this termination shall take effect from the date mentioned in the said notice as being the effective date of termination of this agreement or if no date mentioned then termination shall take effect forthwith on receipt of the said notice by the Allottee. The Allottee has irrevocably agreed that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the Allottee, the installments of the consideration which the Allottee might have till then paid to the Promoter, but without any interest and only after forfeiting / deducting 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc. The balance amount / installments of consideration, if any, shall be refunded by the Promoter to the Allottee after resale of the said Flat in the manner of receipt of consideration from new Allottee. Upon termination, the Promoter shall be entitled to resale the said Flat and/or dispose off and/or otherwise alienate the same, in any manner, as the Promoter, in its sole discretion, thinks fit. The Allottee agrees to the same. The Allottee shall have no claim except for the refund of the amount payable as

mentioned above. The Allottee hereby agrees that in that event of all his/her/their rights in the said Flat stand extinguished. No separate cancellation deed, its execution and registration will be required. The Allottee has irrevocably agreed to the same, and is not entitled to create dispute about the same.

9. In case the Promoter chooses not to terminate this agreement, the Promoter may take such action as may be required in the event of breach/default on the part of Allottee including levying interest or penalty as mentioned in this agreement.

10. Without prejudice to the right of the Promoter, to take action for breach, arising out of delay in payment of the installments, on the due date, in case the Promoter chooses not to terminate this agreement, the Allottee shall be bound and liable to pay interest @ 18% per annum with monthly rests or such other higher rates, as the Promoter may thinks fit, on all such amounts which may till then become due and payable by the Allottee to the Promoter, till the date of actual payment including such penalty as may be appropriate. For the above referred clause Promoter shall give all the notices to the Allottee on the address mentioned in the title clause.

11. The Promoter has informed the Allottee and the Allottee is aware that the purchase of the said premises shall be subject to all the following conditions:-

A] The access to the individual Flat shall be as per the sanctioned plan and/or revised plan from time to time.
B] Construction of a loft and other civil changes done internally shall be at the risk and costs of the Allottee and shall not damage the basic RCC structure.
C] The construction of chimney's hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architects in writing.
D] The installation of any grills or any doors shall only be as per the form prescribed and approved by Promoter's Architect.
E] The residential Flat shall be solely utilized for the purpose of residence only and no commercial activity of any kind would be permitted therein.
F] No alternation in the car parking area under any circumstances.
G] The Allottee shall not join two adjacent Flat and shall not demolish or caused to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or

construction of the said Flat. The Allottee shall take prior permission of the Promoter for the same.

H] All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Allottees in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

I] No changes, alternation is permitted in the elevation by the Allottee. No alteration in the structural members will be permitted under any circumstances.

J] The Allottee agrees and undertakes to sign and execute from time to time all the applications, affidavits for registration and/or membership and other papers and the documents necessary for formation and registration of the Apartment and bye laws of the proposed Apartment and duly fill in, sign and return to the Promoter within 8 days of the same being forwarded by the Promoter to register the Association of the Allottees under the relevant provisions of laws applicable thereto.

K] The Allottee if wants to get the possession of the said premises earlier before the conveyances of the said property, the Allottee will get individual sale deed executed for the said premises at his own costs subject to Full & Final payment of consideration and the Allottee shall thereafter also bear proportionate expenses for the conveyance of the said property, if required.

L] The Allottee covenants with the Promoter that he shall keep the said premises 'in proper repair and get the same coloured/painted periodically.

12. If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax / VAT/ penalties /Additional or Short Stamp duty if demands, etc and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences.

Representations

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

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

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and 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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/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 or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month 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/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

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

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

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and

the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold. ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums

received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

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

18. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between

the Parties in regard to the said apartment/plot/building, as the case may be.

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

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

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. The specifications of the Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said Flat or to the said building are described in the Annexure annexed hereto and the Allottee shall not be entitled to any extras. The Allottee also agrees not to make any demand to change the plans annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and/or amenities on request of the Allottees. Even otherwise the Allottee shall not claim any deduction in the cost of his premises or other premises on account of deletion of any item of construction in his premises.

25.1 The possession of the said Flat shall be delivered by the Promoter to the Allottee subject to the terms of this agreement and all installments of consideration, payments, dues, fees, taxes, charges for registration, maintenance amount, water meter, electricity meter, deposits or such

other amounts required to be paid by the Allottee etc. are paid by the Allottee and necessary bond, undertaking, affidavit, receipt etc. in respect to any such present and future payments, dues, fees etc. are signed and delivered to the Promoter.

25.2 The Promoter is entitled for extension of time to deliver possession of the Flat, if the completion of the building/s is delayed on account of:

i. Non-availability of steel, cement, sand other building material, water or electric supply.
ii. War, Civil Commotion or act of God.
iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribal/authority.
iv. Any stay or injunction order from any Court.
v. Pendency of any litigation
vi. Delay or default in payment of any installment or dues by the Flat Allottee. (This is without prejudice to the right of the Promoter under above Clauses).
vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
viii. Any other circumstances beyond the control of the Promoter or force major.
ix. Strike of labour
x. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
xi. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Flat / road etc. or completion certificate from any appropriate authority.

26. The Allottee shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said Flat within 15 days from intimation by the Promoter. In the event of failure on the part of the Allottee to pay all amounts due and take possession of the said Flat, without any reasonable cause, the Promoter shall be entitled to terminate the said agreement and sell the said Flat to any other person entirely at the risk as to cost and consequences of the Allottee.

28. Before delivery of possession of the said Flat, the Flat Allottee shall satisfy himself about the correctness of the area of the said Flat and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said Flat, the Flat Allottee

shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.

29. The Allottee shall use the said Flat and every part thereof and /or permit the same to be used only for the purpose of Residence and not for any commercial purpose and not use the flat for illegal & immoral activities. He / She / They shall use the parking space only for the purpose of parking the Flat Allottee's own vehicle/s as allotted to him / her.

30.1 It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice, The Allottee further agrees that he/they shall not raise any objection to the Promoters exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter till the conveyance to the Allottee and consents to any such allotments made or would be made by the Promoter.

30.2 It is hereby agreed that the areas mentioned in annexure shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit

31. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or the said land and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in schedule herein below will remain the property of the Promoter until the said building/s is/are transferred to the Association of Apartment owners as herein before mentioned. Significant risks and rewards of ownership and effective control of the Flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with the Promoter.

32. MAINTAINENCE -

A. The Flat Allottee shall be liable to bear and pay from the date of the possession, monthly amount of Rs. /- towards outgoings in respect of the said Flat and building/s namely maintenance charges or such other levies by the concerned local authority and or Govt. NA taxes, water charges, repairs, Lift, boring, generator maintenance and salaries of

clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said Flat building/s and its common areas. The Allottee shall pay such amount of maintenance in advance for 12 months at the time of possession of the Flat and the Promoter shall appoint an agency for the said maintenance for two year only and thereafter the maintenance shall be done by the association of apartment owners from the corpus fund collected for the purpose.

B. It is hereby agreed that the appointed agency shall maintain the building/s on the out of the advance received from the Flat Allottee. The Promoter shall have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. The Allottee herein has/ have specifically agreed to pay his/ her/ their contribution for running and maintaining the lifts irrespective of the floor on which the said unit is located and also irrespective of the use of the lifts by the Allottee. Such agency appointed for maintenance shall continue to maintain the property on the same terms as with the Promoters even after the handing over of the charge to the ultimate body. The ultimate body shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract.

33. The Allottee for himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come do hereby covenant with the Promoter for the said Flat and also for the building in which the said Flat is situated as follows;

A. To maintain the Flat at Allottee's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the Flat is situated and the Flat itself or any part thereof.

B. Not to store in the Flat / building/s / surrounding area any goods which are of hazardous, explosive, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the Flat on account of negligence or default of the Allottee shall solely be liable for the consequences of such breach.

C. To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building or the Flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

D. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat or construct additional walls or structures in the Flat without the prior written permission of the Promote or an Association of Apartment Owners as the case may be.

E. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.

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

G. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land, road, adjacent plots and the building in which the Flat is situated.

H. Pay to the Promoter within seven days from demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.

I.To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said

Flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat by the Allottee.

J. The Allottee shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under the terms and conditions stated herein are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained prior written permission from the Promoter and paid necessary administration charges to the Promoter, etc.

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

L. The Allottee shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/Flat even after the Allottee is put into possession of the said Flat during the statutory defect liability period.

M. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

N. It is specifically understood that the matters related to service providers such as security services, managerial services& other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association

has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers

O. The areas described in the Schedule II hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottee's. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Flat Allottees.

P. Nothing contained in THESE PRESENTS shall be construed to confer upon the Allottee any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Allottee/s.

Q. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Flat of the Allottee, if there is delay in obtaining the water and electricity 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 arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter and service tax (if applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Flat.

R. Till a separate electric meter or a water meter is installed/allotted by the MSECDL / N.M.C. and any other authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat.

34. The sale of said Flat is subject to the following terms and conditions:-

A. Any natural calamity or manmade occurrence which could not have been envisaged while designing the building is not designed, any act that is detrimental to the building as a whole, the Promoter will not be liable or responsible for the same for any costs, compensation or damages.

B. Subject to the terms and conditions herein, the Promoter shall be at liberty to partly or fully sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire apartment or under this agreement or in the said building/s.

C. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.

D. The Promoter shall be entitled to allot by way of lease or license any portion of the said apartment to any Government/semi Government/ Local authority/ MESCDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee shall not be entitled to raise any objection or grievance about the same.

E. The Promoter has not undertaken by responsibility nor has agreed anything with the Allottee orally or otherwise and there in no implied Agreement or covenant on the part of the Promoter other than and conditions expressly provided under this Agreement.

35. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions, by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

36. All notices served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the

Allottee Under Certificate/courier of Posting at his / her / their address specified in the title of this Agreement or at the address intimated in writing by the Allottee after execution of this Agreement.

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

FIRST SCHEDULE OF THE SAID PROPERTY

ALL THAT piece or parcel of vacant land situate at Survey No. 680/5/1 Plot No. 1, admeasuring Area 502.95 Sq Mtr and Survey No. 680/5/2 Plot No. 2, admeasuring Area 474.75 Sq Mtr Total of by admeasurement 977.70 Sq. Mtr be the same a little more or less bounded according to the Deed of Demarcated Layout, situate, lying being at Nashik within the limits of Village Nashik, Taluka and District Nashik, within registration and sub Registration District of Nashik and within Nashik Municipal Corporation limits and Bounded as follows:

East : By 6 meter wide Layout Road.
West : By Survey No 680/4
South : By 15 meter wide DP Road
North : By Plot No.3 from survey No. 680/5

SECOND SCHEDULE OF OWNERSHIP THE PROPERTY AGREED TO BE TRANSFERED

ALL THAT PIECE and parcel of constructed flat constructed on the property as mentioned in the first schedule bearing **Flat No.** _____ **on** _____ **Floor** admeasuring _____ **Sq. Mtrs. carpet** area.

Bounded as follows:

East : By
West : By
South : By
North : By

A N N E X U R E

AMENITIES TO BE PROVIDED IN THE FLAT

- RCC frame structure.
- 6" thick B.B.M. /AAC Blocks for external walls and 4" thick B.B.M./AAC Blocks for internal walls.
- Sand faced plaster for external walls and neeru finish cement plaster /Gypsum finish on Baking coat plaster for internal walls.
- 2 x 2 Ft. vitrified tiles flooring in all rooms.
- Aluminum sliding windows with mosquito net with safety Grill.
- Kitchen platform with stainless steel sink with granite top.
- Dado upto 7 Ft. height in toilet and kitchen otta.
- Concealed plumbing & concealed electrification.
- Each room will have two light points, one fan point, one half point, one power point in kitchen, toilet/bath. One telephone point and one TV point in hall. One point in kitchen for water purifier.
- Lift facility for building with Invertor/Generator backup.
- Internal walls are finished with acrylic oil bound distemper.
- Outside walls having acrylic paint
- Granite windows sill for all windows.
- Main door laminated /veneer finished with good quality fittings and other water proof flush doors with good quality oil paint.
- One allotted 4 wheeler parking for each flat.

COMMON AREAS AND FACILITIES

a. COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. Staircase columns and lift as with lift room in the building/s
4. Common sulage/drainage, water pipelines.
5. common ground water storage tank and overhead tank
6. Electrical meters, Electrical wiring connected to common lights, lifts, pumps and lift backup.
7. Top terrace
8. Garden in the open space and other common facilities.

b. LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The parking areas under stilts/ marginal open spaces/ and portions thereof may be allotted for exclusive use of the specific Flat by the Promoter as per his discretion or retained by him

3. Other exclusive and limited common area and facilities as mentioned in the agreement.

4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

5. land around building and open areas

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

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
ARHUM HIILS-N-LANDS PRIVATE LIMITED

THROUGH ITS DIRECTOR
MR. SUNIL M. CHOPDA]
[PROMOTER]]

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
MR. **] ----------**
]
[ALLOTTEE] **]**

Witnesses

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