Zone No:	-----
Govt. Valuation	Rs. ----------/-
Agreed Consideration	Rs.----------/-
Stamp & LBC	Rs. ----------/-
Registration Fees	Rs. ----------/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE OF constructed premises is made and executed at ---------- on this -------- day of the month of ---------- -------

BETWEEN

Ashoka Infraways Ltd.,A company duly registered under the Companies Act, 1956. Registered office at Ashoka House, Ashoka Marg, Wadala, Nashik 422011, PAN No.: ----------

Through its authorized signatory ----------

S/O Mr. ----------,

Age: ----- years, Occupation: ----------,

Hereinafter referred to or called as a "THE OWNER/ PROMOTER",

(Which expression is unless repugnant to the context or meaning thereof shall mean and include the said company and its successors in interest and permitted assigns) **PARTY OF THE FIRST PART**

AND

Mr. ----------

PAN No. : ----------

Age : ---- years, Occupation: ----------

Residing at ----------

Hereinafter referred to or called as **"THE ALLOTTEE"** (which expression unless repugnant to the context or meaning there of shall mean and include the Allottee alone so far as the obligations on the part of the **Owner/Promoter** is concerned and Allottee shall not be entitled to assign or transfer his rights, title and interest under this agreement) . . . **PARTY OF THE SECOND PART.**

W H E R E A S,

1) The lands bearing Survey No.12/1/1/2 to 12/1/1/9(P) admeasuring area 1 H –60 R of Village Wadala, Taluka and District Nashik was originally owned by Mr.Ganpat Kashinath

Bankar and others out of which in the area admeasuring 10500 sq. meters was under the reservation of vegetable market and shopping center in Development Plan (D.P.) of Nashik Municipal Corporation.

2) The Nashik Municipal Corporation has not acquired the land which was under the reservation for above mentioned purpose, consequently the acquisition of such land cancelled and it was notified in the gazette of Maharashtra State, copy of which is annexed herewith as **ANNEXURE - 1.**

3) While dropping the reservation from above mentioned lands and cancelling the procedure of acquisition, the condition is imposed upon the land owners that they (land owners) have to complete the construction of vegetable market and shopping center at their own cost in 2200 Sq. meters of the above mentioned land and hand over the same to the Nashik Municipal Corporation.

4) Beside such 2200 Sq. meters of the land, its owners had every right to develop or alienate the remaining 8300 sq. meters to others.

5) The owners of Survey No.12/1/1/2 to 12/1/1/9(P) have initially granted certain rights to Pramod Balkrishna Gore and Sameer Vasantrao Nagarkar and executed the General Power of Attorney in their favor which is duly registered in the office of Sub-Registrar, Nashik, vide Document No.8506/2007 dated 23.11.2007.

6) Excluding the area of 2200 sq. meters wherein the shopping center and vegetable market has to be constructed, the land owners have sold the remaining area of 8300 sq. meters to M/s.

P. S. Associates. The Sale Deed to that effect is registered in the office of Sub-Registrar Nashik vide document No.5260/2008 dated 07.06.2008 and the name of the purchaser was mutated in record of rights as the Owner thereof.

7) By executing Agreement for Sale vide document No. 5742/2012 dated 22.05.2012 in the office of Sub-Registrar Nashik, M/s. P.S. Associates has agreed to sell such area of 8300 sq. meters to M/s. Ashoka Infraways Ltd. i.e. the present owner/ promoter and which is more particularly described in SCHEDULE - I written hereunder and for the sake of brevity hereinafter referred to as the "said Land".

8) By executing the Sale Deed dated 27.08.2012, which is registered at document No. 8242 in the office of Sub-Registrar Nashik, M/s. P.S. Associates has sold such area of 8300 sq. meters to M/s. Ashoka Infraways Ltd. i.e. the present owner/ promoter and which is more particularly described in **SCHEDULE - I** written hereunder and for the sake of brevity hereinafter referred to as the "said project Land".

9) The Owner/Promoter has acquired the rights of development of such 2200 sq. meters which is kept for the construction of shopping center and vegetable market, from its original owners i.e. Ganpat Kashinath Bankar and others with the consent of Pramod Balkrishna Gore and Sameer Vasantrao Nagarkar who were the power of attorney holders of the land owners. This development agreement is also duly registered with Sub-Registrar, Nashik vide document No. 5743 dated 22.05.2012. However, this land is not the subject matter of these present.

10) As per the above mentioned Sale Deed, the promoter company is the absolute owner of 8300 sq. mtrs. area out of the

total area of S. No. 12/1/1/2 (part) to 12/1/1/6 and developer of 2200 Sq. mtrs. out of the total area of S. No. 12/1/1/2, 12/1/1/7 to 12/1/1/9(P).

11) Thus, the promoter is the owner of and is well and sufficiently entitled to all those piece and parcel of land bearing S. No. 12/1/1/2 admeasuring 0 H 03 Ares out of area admeasuring 0 H.20 Are, S.No.12/1/1/3 area admeasuring 0 H.20 Are, S. No.12/1/1/4 area admeasuring 0 H.20 Are, S. No. 12/1/1/5 area admeasuring 0 H.20 Are, S.No.12/1/1/6 area admeasuring 0 H.20 Are, Total admeasuring 0 H 83 Are situated at Wadala, Tal. & Dist. Nashik.

12) In these circumstances the Owner/Promoter herein are the absolute owners of and otherwise well and sufficiently entitled to and/or entitled to the said land and are in vacant and peaceful possession of the same and that the Owner/Promoter is entitled to develop the said project land.

13) The Owner/Promoter herein has appointed Ar. Vinod Mehra, Mumbai; Ar. Rasik Bothara; Nashik and Mr. Shailesh Dhumne, Nashik; Mr. Santosh Kathe, Nashik as its Architect/Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said project land.

14) The Collectorate, Nashik vide its order no. क्र.मह/कक्ष–३/४/बि.शेप्र. क्र./१अ/२०१०, नाशिक dated 26.03.2010 has permitted the use of the said land for Non-Agriculture purposes.

15) The Nashik Municipal Corporation has sanctioned the necessary building plan and issued the Commencement Certificate bearing No. LND/BP/A4/03/122 dated 07.04.2017 in respect of buildings to be constructed on the said land along with the 2200

Sq. Mtrs. area upon which the Vegetable Market and Shopping Centre is to be constructed. The promoter is supposed to construct the above mentioned buildings complex named as "ROYALE" upon the 8300 Sq.mtrs. area which is owned by the promoter company.

16) Owner/Promoter has proposed to construct on the project land, 4 (Four) no. of buildings/wings having Ground + 12 Floors.

17) The Owner/Promoter has applied for Part Completion Certificate to the Nashik Municipal Corporation, Town Planning Dept. Nashik vide Application No.---------- dated ----------. Copy of this letter is annexed hereto.

18) Owner/Promoter has registered the project under the provision of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at Mumbai **Registration No. P51600011935** dated **15/01/2018** authenticated.

19) Owner/Promoter has sole and exclusive right to sell the Apartment in the said building/s to be constructed by the Owner/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.

20) The Allottee is offered an Apartment bearing number **---------** on the –**---------- -------** in the Wing **------** of the Project called Royale being constructed in the said Project by the Owner/Promoter.

21) The Allottee herein has demanded from the Owner/ Promoter and the Owner/Promoter has given inspection to the Allottee of all the documents relating to the said project land, various permissions related to the land, Title Deeds and the sanctioned and approved plans, designs and specifications prepared by the

aforesaid Architect of the Owner/Promoter and such other documents as are specified under the Real Estate (Regulation & Development Act 2016) (hereinafter referred to as "The said Act" and rules & Regulation made there under;

a) The authenticated copy of Certificate of title issued by advocate of the promoter, The copies of the 7/12 extracts of the said land showing the nature of the title of the Owner/Promoter is annexed hereto collectively as ANNEXURE – A & B is also annexed with this agreement .

(b) 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 the authenticated copies of the plans of the layout as approved by the concerned and according to which the construction of the building and open spaces are proposed to be provided for the said project have been annexed hereto and marked as ANNEXURE C-2.

c) The authenticated copies of the plans and specifications of the Apartment agreement to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as ANNEXURE D.

22) The Owner/Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevation, sections 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.

23) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/ Promoter while developing project land and the said building and upon due observance and performance of which only the completion or occupancy

certificate in respect of the said building/s shall be granted by the concerned local authority.

24) The Owner/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

25) The Allottee has applied to the Owner/Promoter for allotment of an Apartment no. **-------** on **----------** in **Wing -----** situated in building No. **-------** being constructed in the said project.

26) The carpet area of the Apartment is **---------- Sq. Mtrs.** i.e. **---------- Sq. Ft.** and "carpet area" means the net usable floor area of the an apartment, excluding the area covered by the external walls, area under service 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.

27) The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

28) Prior to execution of these presents the Allottee has paid to the promoter a sum of **Rs.----------/- (In words Rs. ---------- Rupees)** Only being part payment of the sale consideration of the Apartment agreed to be sold by the Owner/promoter to Allottee as advance payment or Application Fee and the amount is received by Owner/ Promoter and there is no grievance of owners /promoters about this consideration and the Allottee has agreed to pay

the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

29) Under the sec.17 of the said Act promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these present and also to register said Agreement under Registration Act 1908.

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

30) In this Agreement, unless the context otherwise implies the expressions defined hereunder shall have the respective meaning assigned to them:

(a) The singular wherever used shall include plural and vice versa.

(b) The masculine gender used herein shall include feminine gender wherever applicable.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION ON THE SAID APARTMENT:

The Owner/Promoter herein shall continue and complete the construction of the said building/s consisting of Ground + 12 Upper Floors on the said project land in accordance with the plans, designs, and specifications approved by the concerned authority or within buildings construction rules and regulation of the Local Authority or Concerned Development Controlling Authority.

Provided that Owner/Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modification which may

adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

31) The Owner/Promoter has applied for Part Completion Certificate to the Nashik Municipal Corporation, Town Planning Dept. Nashik vide Application No.---------- dated ----------.

1a (i) CONSIDERATION

Relying upon the Allottee's representation and assurance, the Owner/Promoter herein has agreed to sell and the Allottee's herein has agreed to purchase all that residential Apartment bearing No.---------**,** admeasuring carpet area of about **----------** Sq. Mtrs. i. e. **----------** square feet in Wing **"------"** in the project known as "ROYALE" along with appurtenances thereto and which Apartment along with appurtenances, (herein after referred as "The Apartment) as shown in the floor plan thereof hereto annexed and marked as Annexure C-1 & C-2, more particularly described in the SCHEDULE A hereunder written at or for total consideration of **Rs. ----------/- (Rupees ---------- Rupees Only) including Rs. ----------/- (Rupees ---------- Only)** being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule - II annexed herewith.

1 (b) The Allottee has paid on or before execution of this agreement a sum of **Rs.----------/- (In words Rs. ---------- Rupees)** Only as advance payment or application fee and hereby agrees to pay to Owner/Promoter the balance amount of **Rs. ----------/- (In Words Rs. ----------Rupees Only)** to be paid within one month of the execution of this agreement.

1c. The Total price above excludes taxes.
i) Local Body Cess (LBC) to the tune 1% of **Rs.----------/-** shall be payable by Allottee at the time of execution and registration of this Agreement for Sale.

1) d) The total price is escalation-free, save and except escalation/increase 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 Owner/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authority etc. the Owner/ Promoter shall enclose the said notification /order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The Owner/Promoter may allow, in its sole discretion, a rebate for early payment of equal installments payable by the Allottee by discounting such early payment @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to an Allottee by the Owner/Promoter.

1(f) The Owner/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 the confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/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 Owner/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 as per square meter as agreed in clause 1 (a) of this agreement.

1(g) The Allottee authorized the Owner/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 Owner/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner/Promoter to adjust his payments in any manner.

2 PAYMENT IN INSTALLMENTS:

The Allottee herein is well aware that the building in which the said flat is situated and the building is under construction on the said land, the construction of which is in progress and considering the present status of the construction of the same, the Allottee has agreed to pay the aforesaid agreed consideration to the Owner/Promoter herein in the manner detailed in clause no. 1 (b) of this Agreement. The Allottee herein shall pay the aforesaid consideration to the Promoter on due date or within 15 days from the Allottee receiving the written intimation from the Owner/Promoter calling upon such Allottee to make payment.

The Owner/Promoter herein informed to the Allottee herein that, aforesaid payment has to be made by the Allottee by Cheques/Demand Draft/RTGS issued/drawn in the name of "ASHOKA INFRAWAYS LTD" payable at Nashik and agrees to deposit all above mentioned payment in the bank i.e. SBI, Branch Old Agra Road, Nashik, Account No. **----------,** IFSC Code: ----------

However in case the Allottee makes any payment by any outstation cheques/demand drafts, the date of payment shall be treated as and when the said amount is credited to the account of the Owner /

Promoter and only to the extent of the amount left after deduction of any commission/collection charges or other charges which may be charged by the bank.

3.1) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

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

3-2) Times is essence for the Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee's after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payment of the installment and other due payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Promoter as provided in clause 1 (c) (Payment Plan)

4) UTILISATION OF FSI/FAR/TDR: The Owner/Promoter hereby declared that the balance floor space index (FSI) available as on date in respect of project land is 7556 square meters only and Owner/Promoter has planned to utilize floor Space Index of 7556 square meters 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 Regulations or based on expectation on increased FSI

which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Owner/promoter has disclosed the Floor Space Index (FSI) of 7556 square meters 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 Owner/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Promoter only.

5.1 If the Owner/Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Owner/Promoter agrees to pay to the Allottee, who does not intent 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 the possession. The Allottee agrees to pay to the Owner/Promoter interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Owner/Promoter.

5.2 Without prejudice to the right of Owner/Promoter to charges interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Owner/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 default of payment of installments, the Owner/Promoter shall at his own option, may terminate this Agreement.

Provided that, Owner/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 Allottee, of his intention to

terminate this Agreement and of the specific breach or breaches of the 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 Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/ 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 Owner/ Promoter) within a period of thirty days of termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Owner/ Promoter.

6) The fixtures and fittings with regards to the flooring and sanitary fitting and amenities line one or more lifts with particular brand, or price range (if unbranded) to be provided by the Owner/ Promoter in the said building and the Apartment as are set out in Annexure 'E" annexed hereto.

7) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Owner/Promoter herein has made full and true disclosure to the Allottee as to the right, title, interest, and authorities of the Owner/Promoter in respect of the said land and TDR as well as the encumbrances, if any, known to the Owner/Promoter. The Owner/Promoter herein has/had also requested to the Allottee to carry out the search and to investigate the marketable title, rights and authorities of the Owner/Promoter in respect of the said land by appointing his own Advocate. As required by the Allottee the Owner / Promoter herein have given all information to the Allottee herein and he is well acquainted with all the facts as to the marketable title, rights and authorities of the Owner/Promoter herein in respect of the said land and after satisfaction and acceptance of

title, has entered into this agreement on as is where it is basis. The Allottee hereinafter shall not be entitled to challenge or question the title rights / authority of the Promoter in respect of the said land and further Owner/Promoter's rights and authority as to enter into this agreement.

8) DELIVERY OF POSSESSION:

The Owner/Promoter herein has completed buildings **----------** applied for Part Completion Certificate from Nashik Municipal Corporation. The Owner/Promoter has agreed to handover the possession of said Apartment within 15 days after receipt of balance payment.

8.1) Procedure for taking possession

The Owner/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Owner/Promoter shall give possession of the Apartment to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee agree(s) to pay all dues along with 24 postdated cheques of **Rs.--------/-** for monthly maintenance charges from the following month of such letter/notice given to Allottee that the Apartment is ready for possession. The Owner/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

8.2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Owner/Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

8.3) Failure of Allottee to take possession of Apartment: Upon receiving a written intimation from the Owner/Promoter as per clause no 8.1 the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertaking and such other documents as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment 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.

8.4) 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 Owner/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 Owner/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 Owner/Promoter compensation for such defect in the manner as provided under the Act.

9) USE OF THE SAID APARTMENT:

The Allottee alone along with family and relatives shall use the said Apartment or any part thereof or permit the same to be used for residential purpose only.as shown in the sanctioned plan, provided that, any Owner/Promoter or Occupier/s of any flat/ tenement in the building shall not use the same for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group Flat, company guest house, guest house, Bachelors Flat for students, rentals on cot basis, Lodging Boarding, tuition classes, tutorials, beauty parlor, crèche, babysitting, doctors clinics, professionals office, or any other commercial activity or for any illegal or immoral purpose. Any act of the above mentioned activities will lead to serious consequences and the society or the body managing the project **"ROYALE"** will take immediate steps in every legal way to put an

end to this kind of use. And a Penalty of Rs.----------/- (Rupees ---------- Only) per month will be imposed until such activity is stopped. The Allottee shall use their the allotted parking space/s only for the purpose for keeping or parking the Allottee's own two or light four wheeler vehicle but the Allottee is not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee shall not be entitled to park his any two or four wheeler vehicles in the common marginal spaces, which is not allotted for exclusive right to use for parking of two/four wheeler vehicle and further none of the Allottees is entitled to have entry of any public vehicles without prior written consent from the Owner/Promoter till handing over the administration to the society or ultimate organization and thereafter from the managing committee of such ultimate organization. The Owner/Promoter shall not be responsible and/or liable for any nuisance and disturbance caused by any Allottee, occupying any flat in the complex after the said Apartment has been handed over to such Allottee of the Apartment by the Owner/Promoter. It is very clearly understood by the Allottee that allotted parking in this agreement are the only parking he is allowed to use.

10. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

The Allottee along with other Allottees s of Apartments , in the building & entire project/ complex on the said land shall join in for forming and registering the Society or Association or Condominium or Limited Company to be known by such name as Owner/Promoter may decide and for this purpose also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of the society/Association/condominium/company including the bye-laws of the proposed society/condominium or memorandum and articles of

the company and duly fill in, sign and return to the Owner/Promoter within 7 (seven) days of the same being forwarded by the Owner/Promoter to the Allottee, so as to enable the Owner/Promoter to register the organization of the 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, a the case may be, or any other Competent Authority.

10.1 The Owner/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 rights, title and interest and the interest of the Owner/Promoter in the said structure of the building or wing in which the said Apartment is situated.

10.2 The Owner/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 rights, title and the interest of the Owner/Promoter in the project land on which the building with multiple wings or building are constructed.

10.3. Within 15 days after notice in writing is given by the Owner/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 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 Owner/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 Owner/Promoter such provisional

monthly contribution of **Rs ----------/-** per month towards the outgoings. The amount so paid by the Allottee to the Owner/Promoter shall not carry any interest and remain with the Owner/Promoter until the conveyance/assignment of lease of the structure of the building or wing is executed in favor of the Society or 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 Owner/Promoter to Society or the Limited Company, as the case may be.

The Owner/Promoter shall cause the execution of the necessary final conveyance in respect of said land and building interalia including Conveyance Deed, Deed of Declaration and Deeds of Apartment etc. in favor of the ultimate organization of Allottee only after the receipt of completion certificate in respect of the entire project and after the terms and condition as per the agreements have been fulfill by all the tenement purchasers in the complex known as "ROYALE".

11. The Allottee shall on or before delivery of the possession of the said premises keep deposited with the Owner/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/Limited Company/Federation/Apex body.

(iii) Rs. ----------/- for deposit of electrical receiving and substation provided in layout.

(iv) Rs.----------/- (Rupees ---------- Rupees Only) towards maintenance deposit/corpus to be paid at time of possession.

12. The Allottee shall pay to the Owner/Promoter a sum of **Rs.----------/-** for meeting all legal costs, charges, and expenses including professional costs of the Attorney-at-law/Advocates of the Owner/Promoter in connection with formation of the Said Society, or Limited Company/Federation/Apex body and for preparing its rule, regulations and by-lays and the cost of preparing and engrossing the conveyance or assignment of lease.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTE.

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

i) The Owner/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 right 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 Owner/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) All approval, license 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/wings shall be obtained by following due process of law and the Owner/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;

iv) The Owner/Promoter has 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.

v) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the project and the said Apartment which will , in any manner, affect the rights of Allottee under this Agreement;

vi) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

vii) At the time of execution of the conveyance deed of the structure to the Association of Allottees the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees.

viii) The Owner/Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rate, 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;

ix) 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 Owner/Promoter in respect of the project land and /or the project except those disclosed in the title report.

14 PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Owner/Promoter herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces right to develop garden in adjoining open space/s, in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the **SCHEDULE - II** written

hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities & alienate and dispose off other areas and facilities in such manner as the Owner/Promoter thinks fit.

15 SPECIFIC COVENANTS:

A. The Allottee herein agrees and covenants that for safety reasons, he shall be allowed to visit and inspect the said Apartment during the course of construction with prior permission of the Owner/Promoter and on a pre-appointed time and date only.

B. There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allottee in the manner as stated in this agreement and the Allottee after taking possession thereof shall permit the Owner/Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance and for the same the Allottee shall temporary remove his vehicles from the car parking for carrying on maintenance works and repairs.

C. The Allottee herein admits and agrees to always admit that the Owner/Promoter is always ready and willing on all payments payable by the Allottee under this agreement to the Owner/Promoter to execute the conveyance in respect of the said Apartment and on completion of construction thereof, to grant possession of such Apartment. The grant of completion/ occupation certificate by the concerned authority, in respect of the said Apartment shall be conclusive proof as to completion of construction of the said Apartment. After the Owner/ Promoter obtaining the completion certificate in respect of the said Apartment the Allottee shall also execute such other document such as Supplementary Agreement with Possession, Possession Receipt,

Indemnity Declaration, Undertaking, Supplementary agreement etc., as might be required by the Owner/ Promoter.

D. If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Owner/Promoter from all such levies cost and consequences.

F. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, Gymnasium, club, Banquet hall, all Recreation Hall/Rooms and Spaces Reception Lobby etc. will remain the property of the Owner/Promoter until the said land and building is Conveyed to the organization which could either be society or condominium or a company as mentioned here in above.

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

H. In the event of the any ultimate organization of Allottee being formed and registered before the sale and disposal of all the Apartment in the building/wing, all the power, authorities and rights of the Allottee herein shall be always subject to the Owners/Promoter's over all right to dispose of unsold Apartment and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Allottee or any other Apartment holder in the building or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the Owner/Promoter herein in respect of the unsold Apartment/flats/Flat towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

I. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter shall have all the rights under this agreement and other agreements in respect of the other Apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Apartment in the building is received by the Promoters.

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

K. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement,

has allotted by the Owner/Promoter to the Allottee of any tenement in the building/s, such respective buyer and Occupier of the such Apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Owner/Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Allottee and recover the cost of removal from such Allottee or occupiers. In light of this condition, the Allottee herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, open space, parking space etc. along with the said Apartment, if any.

L. The Allottee shall offer his unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which includes operation of the, rain water harvesting, etc. as may be. The Allottee hereby gives his consent and no objection to the Owner/Promoter and/or the ultimate organization of Allottees or the maintenance company to operate and run facilities such as rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

M. The Allottee is aware that certain common facilities and common amenities like swimming pool with filtration plant, club house, Banquet hall, etc. would be developed at the end of the project and that the same may take additional time even if the possession of the said Apartment is handed over to the Allottee and the Allottee gives his consent to the same.

N. In case after the possession of the said Apartment is handed over to the Allottee and the Allottee wants to let out or rent or lease or give on leave and license basis the said Apartment, then in such an event, the Allottee shall inform in writing to the Owner/Promoter or the ultimate organization the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. from the Owner/Promoter and subsequently the governing body and only after receiving the N.O.C. can the Allottee rent out the Apartment and he has to compulsory adhere by the terms and conditions on the N.O.C. and comply with them.

O. As the **"ROYALE"** project is a large project with a state of art amenities and possession of the Apartment in the project will be delivered to the respective Allottee of the tenements/Apartment after completion of the construction in all respect of such tenement/Apartment and further completion of common facilities of the building in which such tenement/Apartment is situated and then Cooperative Housing Society or Ultimate Organization of tenement/Apartment Allottees as stated hereinabove written will be formed in due course and handed over.

P. It shall be the duty of the Allottee to take insurance cover for the said Apartment as may be required by him or under law.

Q. It is clearly stated and understood by the Allottee that the Apartment will not be given for possession without the complete civil work done. No civil work changes will be allowed after POSSESSION. Only furniture work can be carried out after Letter for possession and fit out as per the guidelines of the Owner/Promoter and there after the governing body.

16 COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID Apartment ETC.:

The Allottee himself with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Owner/Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated.

A. To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building or the building/wing in which the said Apartment is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Apartment and/or to the building /wing in which the Apartment is situated and in or to the said Apartment itself or any part thereof. Without the consent of the local authorities, if required.

B. Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building/wing including entrances of the building/wing and in case of any damage is caused to the building in which the said Apartment is situated on account of the said Apartment negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

C. To carry at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same conditions, state and order in which it was delivered by the Owner/Promoter. Provided that for the defect

liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Owner/Promoter authorized team and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority.

But in the event of the Allottee committing any act in contravention of the above provisions, the Allottees shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority. Purchaser shall keep the Owner/Promoter harmless and indemnified from all or any action if taken by any person or authority or incidentals thereof.

D. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation and outside color scheme of the building/s and shall keep the sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building 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 said Apartment without the prior written permission of the Owner/Promoter and/or the society or the limited company or Apex Body.

E. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building.

G. Not to install any satellite TV/C/ Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Apartment Prior written permission for installation of such devices shall have to be obtained from the Owner/Promoter or ultimate organization of Allottees as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

H. Not do any such repair/Alteration/Modification which directly or indirectly damage or disfigure the part or whole elevation of building.

I. Not to install compressors of air conditioners at a place other than duct of each building.

J. Not to dry clothes in balconies or storage luggage in balconies in a way which will obstruct or affect the overall look of complex.

K. To bear and pay increase in the 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 used of the Apartment by the Allottee for any purpose other than for which it is sold. and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority.

L. The Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all the dues payable by the

Allottee to the Owner/Promoter under the agreement are fully paid up and only if the Allottee has 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 Owner/Promoter and obtained written consent thereof after the completion is received and possession is taken by Allottee.

M. The Allottee shall observe and perform all the rules and regulations which the Association of the Apartment Owners or Co-operative Society or Limited Company/ or Apex Body or Federation may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said project land and building which are to be constructed thereon and tenements therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by the Bye-laws of the Apartment or the Deed of Declaration, or Bye Laws of Society or Memorandum and Articles of Association of Company, the Owners of the tenements regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

The parties hereto agree that the byelaws, rules and regulations framed for the ultimate organization by the Owner/Promoter shall contain the following (i) Financial Management including budget, assessment, lien for and collection of assessment and accounts, (ii) Administration of the ultimate organization shall be by a Board of Directors and their duties and powers, (iii) investment of funds and provision of sinking fund and utilization of the interest thereon and

withdrawal of capital,(iv) Payment of transfer and issuance of objection Certificate (v) rules regarding club house, swimming pool, gymnasium, etc. and payment of charges/fees thereof, (vi) Rules regarding letting out of tenement, (vii) Rules regarding vehicle movement, pets, etc., (viii) Rules for Security and issuance of Identity Cards. The Allottee shall observe and perform the byelaws, rules and regulation which the ultimate organization may adopt at its inception and the additions, alterations, and or/or amendments thereof that may be made from time to time without any demur.

N. Till the conveyance of the building in which the said Apartment is situated is executed, the Allottee shall permit the Owner/Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

O. Not to obstruct the construction & development work of the Owner/ promoter in the entire project at any time for any reason and in any way.

17. NAME OF THE SCHEME AND BUILDING:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein have decided to have the name of the Project as **"ROYALE"** and further erect or affix Owner/Promoter name board at suitable places as decided by the Owner/Promoter herein on any building and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s. The Allottee or other Apartment holders in the building or proposed ultimate organization of apartment Allottee or its successors are not

entitled to change the aforesaid project name and remove or alter Owners/ Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

18. The Owner/Promoter shall maintain a separate account in respect of sum received by the Owner/Promoter from the Allottee as advance or deposit, sum 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 amount only for the purpose for which they have received.

19. 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, staircase, 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 transfer to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

20. OWNER/ PROMOTER SHALL NOT MORTGAGE OR CREAT A CHARGE

After the Owner/Promoter execute 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.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly the Allottee signs and delivers this Agreement with all 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 sale before the concerned Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee 9s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the promoter shall serve 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.

22. ENTIRE AGREEMENT

This Agreement along with its schedule 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.

23. RIGHT TO AMEND

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

24. PROVISION 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 obligation arising hereunder in respect of the project shall equally be applicable to and

enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or 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 Rule and Regulation 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHERE REFERRED TO IN THE AGREEMENT

Where ever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of the entire Apartment in project.

27 . FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

29 MEASUREMENT OF THE AREA OF THE SAID FLAT:

Carpet area shall be a clear dimension from unfinished wall to unfinished wall including the balcony, door jams and otta. No deductions shall be made for structural members of the building like columns, beams, shafts, skirting, Dado in the rooms, passages, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement. The Allottee is satisfied about the said conversion In light of aforesaid, if any difference of more than ± 3% (i.e. Plus or Minus) in the area is found then the consideration of the said Flat shall be adjusted accordingly and either Owner/Promoter or Allottee as the case may be refund or pay the differential amount. After taking the possession of the said Apartment by the Allottee it shall be presumed that the Allottee has no grievance under whatsoever head including as to built-up and carpet area, height, length and width etc. of the said Apartment.

30 REGISTRATION:

The original of this agreement is given to the Allottee the Allottee shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office in Nashik for registration within four months from the date of execution of this agreement as the time limit prescribed under the registration act and Owner/Promoter after receiving written intimation with

copy of the Registration receipt will attend such office and admit execution thereof. The Owner/Promoter shall not be responsible if the Allottee fails to register the agreement as mentioned above.

31 SERVICE OF NOTICE:

That All notices to be served on the Allottee and if more than one Allottee than on the Allottee No.1 and Owner/Promoter as contemplated by this agreement shall be deemed to have been duly served if the notice, letters, documents etc. is sent to the Allottee/s as the case may be by under registered post A.D. notified e-mail ID/Under Certificate of Posting at their respective addresses specified in the title of this agreement or at the address intimated in writing by the Allottee after execution of this Agreement.

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

32 STAMP DUTY AND REGISTRATION FEE:

The Consideration of the said Apartment as agreed between the parties the Allottee herein is as per the prevailing rate in subject locality, which is the true and fair market value of said Apartment. As agreed between the parties hereto, the Allottee has agreed to bear the entire stamp duty and registration fees and accordingly the Allottee has paid proper stamp duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on

the conveyance, which is to be executed by the Owner/Promoter in favor of the Allottee or in the name of the Society in which the Allottee will be the member in respect of the said Apartment. The stamp duty is paid on these presents as per The Bombay Stamp Act, 1958, Article 25(b) (vi) (d) (1) for residential premises read with Explanation 1. The Allottee /s herein have paid stamp duty of **Rs.----------/- (Rupees ----------**
----------Only) and registration fees Rs **---------**
---------/- (Rupees ---------- Only)

At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Owner/promoter, the Allottees' share of Stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of project land the Allottee shall pay to the Owner/Promoter the Allottee's share of stamp duty and registration charges payable, by the said Apex Body, or Federation on such conveyance any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Society, Limited Company/Apex Body or Federation and the Owner/Promoter will not be expected to contribute any amount in this regard.

33 TAXES, ETC.:

If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc. such as Sales Tax, VAT, Work Contract Tax, Additional premium, etc. or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Flat or this Agreement or the

transaction herein, shall exclusively be paid / borne by the Allottee along with interest, if any. The Allottee shall pay within 7 (seven) days to the Owner/Promoter the amount towards such tax / duty / charges / premium/ cess/surcharge, etc. as and when charged and demanded by the Owners/Promoter.

34. DISPUTE RESOLUTION:-

Any dispute between parties shall be settling amicably. In case of failure to settle the dispute amicably, this shall be referred to Real Estate Regulatory Authority, Nashik as per the provisions of the Real Estate (Regulation& Development) Act 2016 Rules and Regulations thereunder.

35. The "Allottee" is purchasing the said Agreement as an Residential /investment purpose. All the necessary expenses with respect to the execution of this present shall solely be borne by the "Allottee" which include Stamp Duty, Registration Charges, typing , Xerox fees, advocate fees etc. and the said "Owner/Developer" shall not be responsible for the same.

36 The Allottee declares that he has read this agreement and fully understood it and agreed to the content of this agreement and assured that he shall abide by all the terms and conditions of this agreement and only thereupon this written agreement has been executed.

37 GOVERNING LAW / JURISDICTION:

That the right 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 will have jurisdiction for this Agreement

SCHEDULE - I

Description of the said land

All those pieces and parcels of land bearing S. No. 12/1/1/2 admeasuring 0 H 03 R out of area admeasuring 0 H.20 R, S. No. 12/1/1/3 area admeasuring 0 H.20 R, S. No. 12/1/1/4 area admeasuring 0 H.20 R, S. No. 12/1/1/5 area admeasuring 0 H.20 R, S. No. 12/1/1/6 area admeasuring 0 H.20 R, Total admeasuring 0 H 83 R situated at Wadala , Tal. & Dist. Nashik, bounded as follows:

On and towards:

East	: -	Remaining part of S. No. 12 & Area under Garden Reservation
West	: -	18 mtrs wide Rd & Area reserved for shopping center and vegetable market
South	: -	Remaining part of S. No. 12
North	: -	S. No. 10

(Hereinabove collectively referred to as “the said project land”)

SCHEDULE – II

Details of the Common Facilities and Restricted Areas and Facilities

(A) COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. Overhead water tanks for each building/wing with water pump connected to water reservoir.
6. Two Lifts/Elevators for each building with lift room lift well and elevator equipment's located adjoining the overhead water tanks for the building.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The parking spaces under stilt and on peripheral open area as shown in Annexure-5 shall be restricted and the Owner/Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
2. Top terrace of the buildings shall be restricted and the Owner / Promoter herein shall have exclusive right of allotment of the same.
3. All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking's within the said land and in the building/s which is under construction on the said land is reserved and Owner/Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to Convert the Restricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED, SEALED AND DELIVERED

By the within named Owner/Promoter

Ashoka Infraways Limited

Through its Authorized Signatory

Mr. ---------- _____

SIGNED AND DELIVERED

By the within named Allottee

Mr. ---------- _____

In the presence of:

1. Signature : _____

   Name : _____

   Address : _____

2. Signature : _____

   Name : _____

   Address : _____

SCHEDULE 'A'

Description of the said Apartment

Apartment No.**----------**, in the building named **Royale** as per booking plan on **----------** in "**-------**" Wing. Carpet area admeasuring **---------** square meters i.e. **----------** Square feet Constructed on above mention project land bounded as follows:

On and towards:

East : - ----------

West : - ----------

South : - ----------

North : - ----------

(Hereinabove collectively referred to as "the said Apartment")

Received of and from the Allottee above named the sum of Rs.----- -------/- (In words Rs. ---------- Rupees) Only on execution of this Agreement towards Earnest Money Deposit or application fee.

I say received.

Promoter /s