

READY RECKONER CHART NO. 1.1.39
 RATE RS. _____/- PER SQ. MTRS.
 CARPET AREA OF FLAT _____ SQ. MTRS. and usable area of
 Balconies + utility + C/B of _____ SQ. Mtrs.
 AREA OF PARKING _____ SQ. MTRS.
 CONSTRUCTION NO. _____
 MARKET VALUE RS. _____
 STAMP NO. _____ + 1% SURCHARGE RS. _____ + TOTAL
 AMOUNTING TO RS. _____

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Mumbai on this
 _____ day of JULY 2017.

S E T U E L L I

M/s. _____
 Age _____ Years, Occupied _____, PAN _____
 R/o, _____
 hereinafter called the "Auctee/s/Proprietor/s" (which expression shall
 unless repugnant to the context or meaning thereof be deemed to mean and
 include his/her heirs, executors, administrators, successors, assigns and
 permitted assignees) of the FIRST PART.

A N D

M/s. SHIVSUDHA BUILDERS AND DEVELOPERS, PAN ALWAYS 261R Q, A
 Partnership firm having its office at 10, Savitri Apartment, Vile Mada,
 Colaba Road, South through the PARTNERS [1] M/s. KRISHNA
 AMBETKAR SHIMUR, Age 51 Years, PAN ACNPS 162D R, [2] M/s
 HARSHANES DINKA PADIAR, Age 31 Years, PAN ADEPP 749S R, [3] M/s
 DEVIKANTH BUSINESSES, Both R/o Mumbai, hereinafter referred to as the
 VENDOR/PROPRIETOR (which expression shall unless it be interpreted to the
 context or meaning thereof mean and include their heirs, executors,
 administrators, assigns, etc.) of the SECOND PART.

WHEREAS the auctee/Proprietor is the absolute & exclusive owner &
 otherwise is well & lawfully entitled to sell the deep in parcel of the second
 level situated at Village: MANDER, Tal. Talai, District, more particularly
 described in the first schedule annex herewith and lawfully referred to
 as the Site Property.

AND WHEREAS the vendor/proprietor purchased said plot from the previous
 owner M/s. Sudhantam Investments Suryawaman and others by sale deed
 dated 21/12/2011 which is duly registered at the office of Sub Registrar
 District at No. No. 1152 on 21/12/2012 and name of the vendor/proprietor is
 recorded in the entries of the record of rights and by virtue of the said
 sale deed the vendor/proprietor has absolute and exclusive right to develop
 the said property by constructing a building therein and every and
 agreement of sale of the immovable to the prospective purchasers at the price
 and the terms and conditions as the vendor/proprietor may deem fit and
 proper.

AND WHEREAS the vendor/proprietor purchased the Title of 755/00 Sq. Meters, from
 DIL. No. 513 Dated 29/6/2011 from M/s. 900 Highway Ltd. by a sale deed
 dated 1/20/2013 and above by a sale deed dated 4/10/2013 which is duly
 registered at the office of Sub Registrar District at No. No. 11294 on
 4/10/2013.

AND WHEREAS the auctee/proprietor has prepared a building plan by using
 the said Title which is duly approved by the Mumbai Municipal Corporation
 under construction certificate No. 1270/JP/PA/2014/C-1/604/2463 Dated

3-1-2018 and as per the building plan the vendor has commenced and completed the construction of the said building, heretofore referred to as the SAID BUILDING.

AND WHEREAS the Collective, North Vile Order No. Kaha/Kakda-3/01, Chh./No.224, /_____ dated _____ has granted V.A. permission in respect of the said property.

AND WHEREAS the Promoter is entitled and entitled upon to construct buildings on the project land in accordance with the extant local laws.

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

AND WHEREAS the Parties has proposed to construct on the project land one building consisting of Four and Four upper floors as per approved building plan.

AND WHEREAS the Albino is offered an Apartment bearing number _____ on the _____ Floor therein after referred to as the said "Apartment" in the Building called SHIVAJINAKA BARBERIA APARTMENT therein after referred to as the said "Building" being constructed on the said property. By the Promoter, the said apartment is more particularly described in the second schedule Annexure A annex herunder.

AND WHEREAS the Promoter has appointed a structural Engineer Mr. P.M.Bhore for the preparation of the structural design and drawings of the buildings and the Promoter occupies the professional supervision of the Architect and the structural Engineer till the completion of the building buildings.

AND WHEREAS by virtue of the sale deed the Promoter has sole and exclusive right to let the Apartments in the said buildings to be constructed by the Promoter on the project land and to enter into agreement/s with the owner/s of the Apartments to secure the said construction in respect thereof.

AND WHEREAS as herein from the above, the Promoter has given inspection to the Albino of all the documents of title relating to the project land and the plans, design and specifications prepared by the Promoter's architect Mr. Vijay B. Ahirwar for Jadhav and Associates and of such other documents as are required under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the relevant Regulations made thereunder.

AND WHEREAS the aforementioned copies of Certificate of Title issued by the authority of the Promoter, authenticated copies of Property card in respect of Village Form No VI and VII and XI or any other relevant revenue record showing the nature of the title of the Promoter to the project land in which the apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure A and B, respectively.

AND WHEREAS the authenticated copies of the plans of the construction as prepared 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.

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

AND WHEREAS the Promoter has got some of the approvals from the competent local authority in the form, the specifications, drawings, estimates and of use and building's and shall obtain the balance approvals

from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS after executing the said plans concerned local authority and/or Government has had their terms, conditions, stipulations and provisions which are to be observed and performed by the Promoter while developing the project, laid and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the vendor/promoter has informed the purchasers that through the building plan approved by South Municipal Corporation on the basis of the one of the said property situated at Ground Floor for parking and First to Fourth Floors by using the T102 on the said property, the vendor/promoter intends to obtain T115 and take all the benefits to and he made available an use said property for additional construction in view of the new DC rules to be applicable and as such the vendor/promoter shall be entitled to retain and amend the building plan by adding and utilizing the T115 and to such one additional floor shall be sanctioned by Madras Municipal Corporation and as each of the benefits of the said additional floor or construction as may be made available on the said property to the vendor/promoter and the vendor/promoter shall have right to construct such additional floor so may be sanctioned by RDC and the vendor shall be entitled to sell, alter or dispose of the same and so such the purchasers from this/they specific contract for the encumbrance and creation of the building plan. Provided always that the promoter shall also after consent from the purchaser, substance for amendment of the building plan of the area, location and use of the apartment of the purchaser/subject is reference altered.

AND WHEREAS the Promoter has accordingly commenced and completed construction of the said building in accordance with the said sanctioned plan.

AND WHEREAS the allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ Floor in the building known as _____ SUBSEQUENT PARTICULAR APARTMENT.

AND WHEREAS the carpet area of the said Apartment is _____ sq. mtrs. and usable area of balcony/utility/c/b/a/ Terrace adjoining _____ sq. mtrs. and AREA OF PARKING _____ sq. mtrs. are "Carpet Area" as per RERA, means the net usable floor area of an apartment, excluding the area covered by the structural walls, areas under service shafts, exclusive balcony/apartment to car and apartment for exclusive use of the allottee or serviceable area and exclusive open terrace area appropriated 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 allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the included items, fixtures and fittings of the same and have been informed and marked on drawings C.

AND WHEREAS the Parties agree on the conditions, representations and assurances of each other to execute/sell/sale by all the terms, conditions and stipulations contained in the Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereunder.

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ [Rupees] only by Cheque/ _____ drawn on _____ Bank, Dated _____ being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee on advance payment or Application fee (the payment and receipt

Altores an advance payment or Application Fee (the payment and receipt whereof the Promisor hereby irrevocably acknowledges) and the Allore has agreed to pay to the Promisor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 12 of the said Act the Promisor is required to submit a written Agreement for sale of said Apartment with the Allore being in two (two) originals and also to register said Agreement under the Registration Act, 1955.

AND WHEREAS the purchaser/seller has independently verified the site of the said land, building plan, the specifications and services provided in the said building and common facilities as detailed by the promisee and the purchaser/seller is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promisee/seller.

In accordance with the terms and conditions set out in the Agreement and as mutually agreed upon by and between the Parties, the Promisor hereby agrees to sell and the Allore hereby agrees to purchase the Apartment and the Jointly-Signed paragraph specified in the attached form, also.

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

I. The Promisor construct the said building, consisting of Ground the parking and Floor to Fourth Floor on the plot land in accordance with the plan, design and specifications as approved by the concerned authority at present. Provided that the promisee shall have to obtain plan consent in writing of the Allore in respect of variation or modifications which may adversely affect the apartment of the Allore except any alteration or additions required by any Govt. Authority or due to change in law.

II. The Allore hereby agrees to purchase from the Promisor and the Promisor hereby agrees to sell to the Allore Apartment No. _____ adjoining _____ Sq. Mtrs. and usable area of Subdivision/Utility/C/2/7 Tenure admeasuring _____ Sq. Mtrs. and AREA OF PAVING _____ Sq. MTRS. in Floor in the said building hereinafter referred to as the apartment] as shown in the floor plan (enclosed hereto enclosed and marked drawings C for the consideration of Rs. _____ including parking and the proposed price of the common areas and building equipment to the provision, the nature, extent and description of the common areas and facilities such as more particularly described in the Schedule annexed herewith.

III. The Allore hereby agrees to purchase from the Promisor and the Promisor hereby agrees to sell to the Allore parking space bearing No. _____ situated at sub constructed in the upper building or as the local authority may have sanctioned or approved at the building plan without any additional consideration.

IV. The said aggregate consideration amount for the apartment including parking space is Rs. _____.

V. The Allore has paid an advance payment of this apartment of Rs. _____ (Rupees _____) only by Cheque drawn on _____ Bank dated _____ as advance payment in application for and hereby agrees to pay to the Promisor the balance amount of Rs. _____ (Rupees _____ only) in the following manner:

to the _____ To be paid in the form of prepayment or within 15 days _____

- 106 The Total Price is regulative, rose and except regulatory increases due to increase in amount of development charges levied to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from Budget / Government from time to time. The Proponent undertakes and agrees that while making a proposal in the absence of increase in development charges, cost, or taxes imposed by the competent authority on the Proponent shall involve the said contribution/rate/rule/regulation prescribed / imposed in that behalf in that effect along with the current laws being issued in the absence, which shall only be applicable to subsequent proposals. The Proponent may change the above separately for any upgradation/charges specifically requested or approved by the above in terms, charges and specification and any other facility which have been done on the bidder's request.

- 107 The Proponent may allow in the sole discretion, a rebate for early payments of agreed installments payable by the Addressee by discounting such early payments as the Proponent and Addressee may decide for the period by which the respective installments have been prepaid.

- 108 The Proponent shall confirm the final carpet area that has been allowed to the Addressee after the completion of the building is complete and the occupancy certificate is granted by the concerned authority, by including details of the design, if any, in the carpet area, subject to a variation up to three percent. The total price payable for the carpet area shall be recalculated upon contribution by the Proponent. If there is any reduction in the carpet area within the defined limit then Proponent shall refund the excess money paid by Addressee 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 Addressee. If there is any increase in the carpet area allowed to Addressee, the Proponent shall deposit additional amount from the Addressee per the said authority of the Government Plus. All these necessary adjustments shall be made at the same rate per square meter as agreed in Clause 109 of this Agreement.

- 109 The Addressee undertakes the Proponent to actual/appropriate all payments made by the/their under any (listing of dues against local authorities, if any, in furtherance as the Proponent may in the sole discretion deem fit and the Addressee undertakes not to object/demand/demand the Proponent to adjust the payments in any manner.

- 2.1 The Proponent 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 from 2005 or current year including Government Department in the case of marketing the plots or any laws thereby set at the time of granting completion certificate of any project/extension. The proponent shall settle pending over payments of the Addressee to the Addressee, within from the concerned local authority, irrespective and/or complete collection is respect of the Agreement.

Notwithstanding anything to the contrary mentioned therein, the purchaser shall not be claim possession of the said premises the transfer on conditions is received from the local authority and the purchaser has paid all the dues payable under this agreement in respect of the said premises to the proponent and has paid the necessary maintenance amount, deposit, GST and other taxes payable under this agreement of the said premises to the proponent.

compensate for the purpose of direct liability on one of the provisions, the sure shall be indemnified from the date of bonding and the provision to the purchaser be it with and without work and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises/building/structure/being as stated in the said agreement. That further if has been agreed by the purchaser that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchaser then the purchaser's responsibility towards the purchaser from the above liability and specifically ensures that no work not done he shall retain his right to recover the direct liability on and towards the purchaser.

1.2 That it is agreed by the Purchaser as well as the Althor. The Purchaser shall abide by the time schedule for completing the project and meeting over the Agreement to the Althor and commitment to completion of the Althor after receiving the occupancy certificate or the completion certificate or both, in the case say be. Similarly, the Althor shall make timely payments of the installment and other fees payable by him. If has not meeting the other obligation under the Agreement applied to the simultaneous completion of construction by the Purchaser as provided in Clause fourth above (Paragraph 1.2.2).

2. The Purchaser hereby declares that the floor space (area) available as an built up area of the project lot is 248.11 square meters only by seating of 102 of 248.00 Sq. Mtrs. Total flat available is 1177-11 Sq.Mtrs. Out of which 701 of 1174.79 is given as per Approved Building Plan as per the Development Control Authority. From then the TDA used by the purchaser, sectioned 118 of the project land is available as on today as per the approval of the rules and provision shall be entitled to use, unless the said rule and provision agreed with under the building, plan and when the purchaser feels it necessary before the final completion and occupation certificate from Real Estate Regulatory Commission. Provided that the purchaser shall obtain the consent of the Althor for the said modifications and variations if such variation and modifications adversely affect the agreement agreed to be purchased by the Althor.

3.1 The purchaser has made full and due discharge of the title of the said land as well as encumbrance, if any, known to the purchaser in the title report of the Althor. The purchaser has also disclosed to the Althor nature of its rights, title and interest or right in connected building/s and also give prospectus of all documents to the Althor as required by the law. The Althor having acquainted himself with all facts and right of the purchaser and after satisfaction of the same has entered into this agreement.

1.2.2 the Purchaser fails to abide by the time schedule for completing the project and bonding over the Plot to the Althor, the Purchaser agrees to pay to the Althor, who does not intend to withdraw from the property interest as specified in the Rule, on all the amounts paid by the Althor, the agreed worth of delay, all the pending dues of the purchaser. The Althor agrees to pay to the Purchaser, interest as specified in the Rule on all the delayed payment which becomes due and payable by the Althor to the Purchaser under the terms of this Agreement from the date the said amount is payable by the Althor to the Purchaser.

4.2 Within the procedure in the state of Provision to change interest in terms of sub-clause 4.1 above, on the Purchaser committing default in payment on the date of any amount due and payable by the Purchaser to the Purchaser under this Agreement including his/her periodic/advance share of fees levied by concerned local authority and other outgoings and on the Purchaser, including, those details of payment of installment, the provisions that in the event of non, any termination, this Agreement.

provided that, Purchasers shall give notice in writing to the Purchaser, by Registered Post A/D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to notify the breach or breaches mentioned by the Purchaser within the period of notice then at the end of such notice period, Promisor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement, in accordance, the Purchaser shall refund the amount of fees received from the Purchaser, without any interest, within a period of 30 days of the termination, the immediate or the sub-liquidation of the agreement which may all be given been paid by the addressee to the provider.

3. The Provider and Provider with regard to the meeting and meeting details and minutes, the cost of more than particular item, or price may be understood to be provided by the Provider to the said building and the Agreement is set out in Schedule II, attached hereto.

4. **POSSESSION** - The Provider shall give possession of the Apartment to the Addressee on or before _____. If the Purchaser fails to subject to give possession of the Apartment to the Addressee on account of reasons beyond his control and of his agents by the addressee then the Purchaser shall be liable on delivery to refund to the Addressee the amount 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 Promisor received the sum till the date the amount is returned thereon to refund.

Provided that the Promisor shall be entitled to reasonable extension of time for giving delivery of the said premises on the abovesaid date if the completion of the said project or building/being in which the said premises is to be situated is delayed on account of:-

1. Non-availability of steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any strike, order, rule, notification of the Government and / or other public or competent authority or any Decree/Order of any Court/ Tribunal/ Authority.
- iv. Any Prohibition or regulation Order from any Court of Law.
- v. Provisions of any litigation and any order therein.
- vi. Delay or default in payment of any instalment or dues by the said Purchaser.
- vii. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupancy Certificate.
- viii. Any other circumstances beyond the control of the Promisor or force majeure.
- ix. Change in any rules, regulations, by-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/ permission/ license/ sanction/ allotment of any specified such as electricity, water supply and other services and others to the project; the/ permission/and any, in completion certificate from any appropriate authority.
- xi. Extension of time for plan submission as may be permitted by the Regulatory authority under local laws (Regulation and Development Act, 2016) for reasons which actual acts of and people/building could not be carried by the purchaser as per sanctioned plan due to specific any or negative orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

It is, however, the responsibility of the Project to delay the due to the Force Majeure condition. They, the Purchaser, agree that the Promisor's shall be entitled to the extension of time for delivery of possession of the said premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be completed. The Purchaser agrees and confirms that, in the event it becomes necessary for the Promisor to suspend the project due to Force Majeure conditions, then this agreement shall stand terminated and the Promisor shall refund to the Purchaser the entire amount received by the Promisor from the above sale. 30 days from that date. After any refund of the money paid by the Purchaser, the Promisor agrees that they shall not have any right, claim or against the Promisor and that the Promisor will be released and discharged from all its obligations and liabilities under this Agreement.

7.1 Procedure for taking possession : The Promisor, upon obtaining the necessary certificate from the competent authority and the payment made by the Addressee, to get the agreement shall offer to selling the possession of the Apartment, as the Addressee is bound by this Agreement to be taken within 15 days from the date of issue of such notice and the Promisor shall give possession of the Apartment to the Addressee. The Promisor agrees and undertakes to indemnify the Addressee in case of failure of fulfillment of any of the provisions, hereinafter, documentation on part of the Promisor. The Addressee agreed to pay the maintenance charges as determined by the Promisor or association of Addressee, as the case may be. The Promisor on its behalf shall offer the possession to the Addressee in writing within 7 days of receiving the necessary certificate of the Project.

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

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

7.4 If within a period of five years from the date of issuing from the Apartment of the Addressee, the Addressee brings to the notice of the Promisor any structural defect in the Apartment or the building in which the Apartments are situated or any defects or variation of construction, quality or provision of services, then, whenever possible, such defects shall be rectified by the Promisor at his own cost and in case it is not possible to rectify such defects, then the Addressee shall be entitled to receive from the Promisor, compensation for such defect in the manner as provided under the Act. Provided however, that the Addressee shall not carry out any alterations of the Apartment or enter in the said apartment of phase/ along and to specify the structure of the said unit if the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the Addressee shall not make any alterations to any of the fittings, pipes, water supply connections or any provision or alteration in the kitchen, toilet and fittings which may result in occupancy of the water. If any of the works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

That it shall be the responsibility of the Addressee to maintain the unit in a proper manner and undertake due care needed including but not limiting to the paints in the time to time that are required and with water service depend on previous water supply.

That the Abdonee has been made aware and that the Abdonee expressly agrees that the regular wear and tear of the unit includes either failure to clean or the removal and internal walls excluding the floor, windows, which have been due to variations in temperature of more than 20°C and which do not amount to structural defects and before cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Abdonee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the area and shall then submit a report, so soon the defects in materials used, in the structure itself of the unit and in the workmanship occurred whereby it meets the aforesaid agreed clause of this agreement.

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

9. The Abdonee along with other shareholders of Apartment in the building shall join in forming and incorporating the Association to be known by such name as the Promoter may decide and for the purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed Association and duly sign in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Abdonee, so as to enable the Promoter to register the formation organization of Abdonee. No objection shall be raised by the Abdonee if any changes or modifications are made in the draft bye-laws, if the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies at the time may be, or any other Co-operative Authority.

10. The Promoter shall, within three months of registration of the Association or within three months from the completion certificate from Kuala Lumpur Municipal Corporation, whichever is later, cause to be transferred to the Association all the rights, title and the interest of the Vendor/Promoter and/or the owner in the said structure of the building or wing if, which the said Agreement is assigned.

11. The Promoter shall, within three months of registration of the Association of Apartment Owners or within three months from the completion certificate from Kuala Lumpur Municipal Corporation whichever is later, cause to be transferred to the Association all the rights, title and the interest of the Vendor/Promoter and/or the owner in the project land on which the building with outgoings and buildings are constructed.

12. Within 15 days after notice in writing is given by the Promoter to the Abdonee that the Apartment is ready to use and occupancy, the Abdonee shall be liable to bear and pay the proportionate share due in proportion to the carpet area of the Apartment of outgoings in respect of the project land and building's structure, land taxes, betterment charges or such other taxes as the concerned local authority and/or Government water charge, sewerage, drainage, light, repair and maintenance of stairs, lift, corridors, staircases, sweeps and all other services necessary and incidental to the management and maintenance of the project land and building's land, the Society or Landlord Company is formed and the said structure of the building/s or wings is transferred to it, the Abdonee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Abdonee further agrees that all the Abdonee's share is so determined the Abdonee shall pay to the Promoter proportionate sharing contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Abdonee to the Promoter shall not carry any interest and remain with the Promoter until a mortgage/assignment of some of the structure of the building or wing is executed in favour of the Association or its agent. The funds raised from assignment of some being provided for the structure

of the building or using the aforesaid deposits than deduction provided for in this Agreement shall be paid over to the Promoter to the Society or the Limited Company, as the case may be.

11. The above amount of contribution does not include the following expenses which the Aftersale fund in or before delivery of possession of each flat/units have deposited with the Promoter, the following amounts:

(i) Rs. 500 for estate levy, application fee and fee of the municipality.
(ii) Rs. 10,000/- for formation and registration of the association.

(iii) Rs. 10/- for purchase share of water and other charges /2019 in respect of the apartment.

(iv) That the promoter shall pay Rs. 50,000/- (Rs. Fifty Thousand only) in lump sum to Corpus Fund to be contributed as payment for maintenance. The Corpus Fund will be deposited in the bank. The maintenance includes (a) maintenance and repairing, housekeeping, paint the floor security, gardening, electricity charges for common use of power for lift and lighting in passage and surrounding lights within building compound, stair regarding a building, expense of painter or Plaster, Repair and ETC/ETC adding common external finishing, drainage and security problems etc. No contribution will be there without payment of the amount of corpus fund. The entire project will be maintained out of this corpus fund. If in future, the common fund becomes inadequate for regular maintenance or enhanced, all the flat purchasers will have to contribute the amount as decided by Vendor or the Association of Flat Owners after handling over the maintenance to them. If in the future the receipt of the maintenance charges for all the flat/apartment when the said amount shall be deposited in any bank in the name of the Apartment. The Vendor will use for any purpose on the amount of corpus fund.

12. **Rs. 100 Towards the procurement expenses of (installation charges, the common water meter, and electric meter, submersible electric pump, installation, proportionate amount towards the R&M, CPC, charges and deposit and installation charges etc. and common water meter procurement charges.**

13. **The Aftersale fund 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 Agent Body or Federation and for procuring its rules, regulations and bye-laws and the cost of preparing and engraving the certificate of allotment of these.**

14. **As the time of completion or completion of the structure of the building or wing of the building, the Aftersale fund shall pay to the Promoter, the Aftersale fund of every flat and registration charges payable, by the said association on each cooperative or house or any document or instrument of transfer in respect of the structure of the said building (wing) of the building. At the time of completion of completion of lease of the project fund, the Aftersale fund shall pay to the Promoter, the Aftersale fund of stamp duty and registration charges payable, by the said association on such completion of any document or instrument of transfer in respect of the structure of the said land as to be completed in favour of the Agent Body or Promoter.**

15. **RESPONSIBILITIES AND OBLIGATIONS OF THE PROMOTER:-**

The Promoter hereby represents and warrants to the Aftersale fund that:-

not form. Neither the Purchaser herein, nor the Organization shall object to or dispute to any such transaction dealing with the assets within. The parties upon entering to the Organization the issue or causes of the Purchase or inquiry's of such asset and the assets, the Organization shall forthwith accept and admit any Purchase and admission as the Fact Purchase and shall be liable to the members of the Organization, and shall forthwith issue share certificates and other necessary documents in their favor, without issuing any dispute or objection to the same, and without changing, receiving from such Purchasers and acquiring in any manner, less, more or any other amount of adjustment relative to payment thereof.

14. The Absence/s or himself/ themselves with intention to bring all persons into whose hands the Apartment may come, hereby agreeing with the Preamble as follows:

1. To maintain the Apartment as the Absence's own used in good and serviceable, repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything to or to the building in which the Apartment is situated which may be against the rules, regulations or by-laws or ordinances or make addition to 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.

2. Not to make in the Apartment any goods which are of hazardous, combustible or dangerous nature or use so heavy as to damage the construction or structure of the building in which the Apartment is situated or remove or other goods is subjected to be determined local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the structure, common passages or any other structure of the building in which the Apartment is situated including entrance of the building in which the Apartment is situated and to bear any damage is caused to the building in which the Apartment is situated or the Apartment or person at neighbors or default of the Absence to this behalf. The Absence shall be liable for the consequences of the breach.

3. To carry out at his own cost all repairs relative to the said Apartment and maintain the Apartment in the same condition, safe and sound in which it was delivered by the Provider to the Absence and shall not do or suffer to be done anything to or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and by-laws of the concerned local authority or under public authority. In the event of the Absence committing any act in contravention of the above provision, the Absence shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

4. Not to demolish or cause to be demolished the Apartment or any part thereof, use of any land made or cause to be made any addition or alteration of whatever nature to or to the Apartment or any part thereof, nor any alteration to the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the common, service, drains and pipes in the Apartment and the surroundings thereof in good serviceable 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 effect or in any other manner cause damage to columns, beams, walls, walls or floor, floors or other structural members in the Apartment without the prior written

guarantee of the Proprietor and/or the Society or the Limited Company.

It is on a period to be coven any and so long 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 alternate any insurance premium shall become payable in respect of the insurance.

Not so these due, rubbish, rags, garbage or other refuse is within the space to be taken from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

Pay to the Proprietor within three days of demand by the Proprietor, the share of security deposit determined by the concerned local authority or Government or police station, affecting or any other service connection in the building in which the Apartment is situated.

To bear and pay increase in local taxes, water charges, insurance and such other taxes if any, which are imposed by the concerned local authority and/or Government and/or other public authorities, on account of change of use of the Apartment by the Alottee for any purposes other than for purposes for which it is sold.

The Alottee 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 Alottee to the Proprietor under this Agreement are fully paid up.

The Alottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federative may adopt at its discretion and the decisions, objections or amendments thereof may be made from time to time for association and maintenance of the said building and the Apartment's location and so 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 Alottee shall also observe and perform all the regulations and conditions laid down by the Society/Limited Company/Apex Body/Federative regarding the occupancy and use of the Apartment in the Building and shall pay and maintain regularly and gradually towards the owner, expenses or other out-goings in accordance with the terms of this Agreement.

It is understood that the structure of the building in which Apartment is situated is situated in favor of Society/Limited Society, the Alottee shall permit the Proprietor and their surveyors and agents, with or without permission and others, or all reasonable cause, to enter into and upon the said buildings or any part thereof to check and measure the same and conditions thereof.

It is a consequence of the project land in which the building in which Apartment is situated is reserved in favor of Apex Body or Federation, the Alottee shall permit the Proprietor and their surveyors and agents, with or without permission and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the title and condition thereof.

14. Not to make any change in electrical, gas, or plumbing in kitchen, bedrooms, the bathroom, addition or porch, etc. and installation of air intake without the permission of the vendor.

15. Not to change the windows, window grills, railing of the wall for

16. The Provider shall maintain a separate account in respect of sum received by the Provider from the Alottee on 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-going 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 joint, joint or assignment in law, of the said Apartments or of the site and building or any part thereof. The Alottee shall have no claim, title and right in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, balconies, underground, between terraces spaces, etc. remain the property of the Provider until the final structure of the building is transferred to the Society/Cooperative Company or other body and until the subject land is transferred to the apex body / Federation as heretofore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Above the promoter reserves the right to create a 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 Alottee who has been or agreed to take such 'Apartment'.

18. BINDING EFFECT

Pursuant to this Agreement is the Alottee by the Promoter does not make a binding character on the part of the Provider or the Alottee until, firstly, the Alottee signs and delivers this Agreement with all the schedules along with the promoter and an affidavit in the Promoter then within 30 (thirty) days from the date of receipt by the Alottee or after upon the Sub-Registrar for its registration as and when returned by the Promoter, then the Promoter shall have a right to the Alottee for meeting the detail, which if not received within 15 (fifteen) days from the date of its receipt by the Alottee, application of the Alottee shall be treated as cancelled and all sums deposited by the Alottee in connection therewith including the booking amount shall be returned to the Alottee 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 thereof and supersede all and all understandings, any other agreements, affidavit, etc., correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/flat/building, as the case may be.

20. FORCE TO SIGN

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

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

It is hereby 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 Department/Proj., in case of a transfer, in the said obligations so along with the [Agreement/Plan] for all intents and purposes.

22. CERTAINTY

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 severed amended or deleted in so far as necessary for compliance with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder in the applicable law, in 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 WHENEVER REFERRED TO IN THE AGREEMENT

Whereas in this Agreement it is stipulated that the Allottee has to make any payment, in connection with other allotments in Project, the same shall be as proportion to the capital share of the Agreement in the total capital area of all the Agreement in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Projector and the Allottee, in writing after the Agreement is duly consented by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at 203808.

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

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

PURCHASERS NAME AND ADDRESS

MR. _____
R/o. _____

Notified Road ID : _____

SELLER'S NAME:

M/s. SHREYANSH BUILDERS AND DEVELOPERS through its PARTNERS
[1] MR. KUNJARA ANSHURAO SANKH [2] MR. DATTATRAYA KUNJA
PAGAR R/o. Office at 30, Gogojan Apartment, Yash Nish, College
Road, Nashik - 422005

Notified Road ID : _____

It shall be the duty of the Aliorox and the promoter to inform each other of
any change in address subsequent to the execution of this Agreement in the
next address to Registered Road building which all communications and
be sent posted in the above address shall be deemed to have been received by
the promoter or the Aliorox in the time duly so.

28. ADOPT ALLOTTEES

That in case there are some Alioroxes all communications shall be sent to the
promoter to the Aliorox whose name appears first and at the address given
to them, but which shall be all issues and purposes to remain as properly
served on all the Alioroxes.

29. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be
borne by the Aliorox.

30. RESOLVE RENOVATION :-

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

31. GOVERNING LAW

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

32. The Promoter has affirmed the above and the Aliorox hereby agrees that
the purchase of the said apartment shall be subject to all the following
conditions:-

- a) The access to the residential flat shall be as per the sanctioned plan
and/or record plan from time to time.
- b) Construction of a flat and other civil charges shall internally shall
be at the flat and cost of the purchase, the purchase shall not
coverage the bank loan services.
- c) The installation of any lifts or any doors shall only be as per the
form prescribed by the Vendor's Architect.
- d) The car parking area shall not be enclosed under any
circumstances.

TABLE SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land bearing A. No. 193A/1/3 bearing Plot No. 34248 admeasuring 842.14 Sq. Mtrs. situate at road of Madhav, Tal. Dse. Bichur, within Madhav Municipal Corporation and within registration and sub registration district of Dasele jointly bounded as follows:-

There towards East : By Open space
On or towards West : By T.S.M.V's Colony Road to Chd No. 4
On or towards South : By S.Ro. 102/1 Road
On or towards North : By T.S.M.V's Colony Road

SECOND SCHEDULE THE PROPERTY ACQUIRED TO BE TRANSFERRED

ALL THAT PLOTS and parcel of constructed flat constructed on the property as mentioned in the first schedule bearing Plot No. on Floor admeasuring Sq. Mtrs. carpet area equivalent to Sq. Mtrs. built up in PROJECT known as **SRINAGORRA PARISHAD APARTMENT** bounded as follows:-

On or towards East : By
On or towards West : By
On or towards South : By
On or towards North : By

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

ANNEXURE A **TITLE CERTIFICATE**

ANNEXURE B - **TITLE EXTRACT**

ANNEXURE C **LAYOUT**

ANNEXURE D **BUILDING PLAN**

ANNEXURE - E

AGREEMENT TO BE PROVIDED BY THE PLAT

- Plots : R.C.C. Frame Structures.
- Plot Work : External wall 6" thick and internal wall 4" thick brick work.
- Sanddredged external plaster with kargil paint, Internal Mason Plaster with oil bound distemper vertical primer putty.
- Flooring : 3 x 6" vitrified ceramic tiles for all rooms and passages.
- External concrete slab flooring of 8" depth for all rooms and passages.
- Cement of class 1 x 1" flooring in bathroom, cooking place, covered terrace, balconies.
- Glazed floor slabs in bathroom up to 7'6" height and 3'6" height for WC.
- Kitchen : Existing platform of black granite top with vitrified white and red 6" x 6" tiles and 4'6" height glazed tile dado above kitchen platform.
- Main door frame is of Teakwood, Teak wood and oiler door frames are painted epoxy.
- All the cases will be flush door and main door with one night lock and Aldop.
- Windows : Three inch Aluminium spring windows with mosquito net & M.C. Grill.
- Electrification : Concealed wiring with modular switches with one light point, one fan point, one hot plug point in each room + one power point in hall and bathroom. One cable point in living room.
- Concealed plumbing work : One inner cock with elbow will be provided in one bathroom and one G. T. cock in kitchen, W.C. Toilet and main house, one plumbing meter in kitchen metering, with R.C. stand for floor level. Tank.

- All versions are out of sync (only Ubuntu 11.04 with latest)
- All distros are in sync

APPENDIX A

CONCORD AREAS AND FACILITIES

References

- 31 The main water, the building
- 32 The building, 8000 structure and main water of the building
- 33 Economic column and 10 and 10 foot in the building
- 34 Concrete drainage, water, electrical line, power building
- 35 Concrete ground water storage tank and electrical tank
- 36 Electrical system, wiring connected to external lighting, this pump
- 37 100

THE CHAIRMAN SPEAKS AND FACTS

1. The claim shall between the two units shall be limited common property of the self use items.
2. Other exclusive and limited common area and facilities as mentioned in the agreement.
3. All areas which are not covered under above said limited common areas and facilities are reserved areas and facilities.

IN WITNESS WHEREOF THE SAILING MASTER HAVE SIGNED
 HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED
 DISSEMINATION

**SOURCE SECURED AND DELIVERED
BY THE WITHINMANDED
POWER SPOTLIGHT AND DELIVERY
OF THE WITHIN MANED**

**M.A. SOUTHWESTAL BUILDERS AND DEVELOPERS
THROUGHOUT THE PARTNER**

(1) M.A. KESKINA AMSTUTAO GEMINO

[2] MR. SATOSHITO KIMURA (PAINA) (HISOKUTOKU, VERBODEN)

STANDARD SPREADSHEET AND TOOLBOX
BY THE AUTHOR OF
MR.

PROCEDURE:

STUDY

Freeze-dried lyophilized *Salmonella* Daresbury strain