

Zone No. :- **1.2.24**

Govt. Valuation - **Rs./-**

Consideration - **Rs./-**

Stamp - **Rs./-**

Reg. Fees -**Rs./-**

AGREEMENT FOR SALE

This Agreement for Sale made on this day of in the year, 2017 **at Nashik.**

BETWEEN

M/s. PRATHAMESH BUILDWELL

PAN NO :- AAPFP 8409D.

A Partnership firm

Having its Head Office at 717/3 Gajanan Anex ,

Office No. 3, Laxmi Nagar, Patil Lane No. 1,

Collage Road, Nashik – 422005.

Through its Partner

1. MR. KUNDAN NANDKISHOR BUB

Age: 32 Years, Occ.: Business

PAN No. AJYPB 5158 M.

2. MR. BHAGYESH SURESHCHSND KOTHARI

Age. 43 Years, Occ. ; Business

PAN No. ABFPG 2362 M.

R/o Both Aforesaid address.

Hereinafter referred to as the “**The Promoters/ The Developers**”
(Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said partnership firm, its partners, executors, administrators and assigns) of the **ONE PART**;

AND

1. MR.

PAN No.,

Age.... years, Occupation :

2. MR.

Age Years, Occupation :,

having his/her/their residence at :

A/P.,

hereinafter called “the Purchaser/s/Allottee(s)” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs executors, administrators and assigns) of the **OTHER PART**;

WHEREAS –

1. **Lay out:-** That, the Lay – out Plan for S. No. 731/2 sanctioned by Nashik Municipal Corporation Nashik (Town Planning Nashik) vide letter no. HND/WS/TD/933 on 27/02/1967. Thereby the said land is sub – divided into various Plots & thereby **Plot No. 44** came into existence.

Non-Agricultural permission:- The use of said land converted into Non – Agricultural Purpose as per the order passed by the Collector Nashik, vide letter no. LNA/SR/212/68 on 26/12/1968.

2. **HISTORY of Plot No. 44:-** The Plot No. 44 owned & Possessed by Krushinagar Co. Op. Hsg. Society Ltd Nashik.

2.1 That, the Plot No. 44 area adm. 540.96 Sq. Mtrs., allotted to Mitra Mandal Shetki Khate Trust and therefore they had acquire rights of the said plot being a member of society, and their names mutated to the owners column of property extract.

2.2 The members of Krushinagar Co.Op. Hsg. Society Ltd Nashik., have decided to dissolved the society. The Registrar of Co. Op. Housing Society Nashik passed an order to that effect on 04/02/2007. And therefore name of the society has been deleted and only names of the members Mitra Mandal Shetki Khate Trust remained to the 7/12 extract being as an individual owner.

2.3 **Mr. Nilesh Khodidas Patel** purchased Plot No. 44 from the owners Mitra Mandal Shetki Khate Trust through Trustee – Uttamrao Narayan Ahire & others by way of Sale Deed. The said Sale Deed is registered in the office of Sub – Registrar Nashik – 1, vide Reg. No. 6276 on 14/07/2014. Thereby the purchaser Mr. Nilesh Khodidas Patel acquired ownership rights of said Plot & accordingly his name mutated to the owner's column of property extract vide Mutation Entry No. 94077 on 17/07/2014. The owners obtained the permission from Charity Commissioner Nashik vide Letter No. Income Application 16/2013 & P.T.I. No. E/487 for sale the said plot.

2.4 The Promoters purchased **Plot No. 44** from the owner Mr. Nilesh Khodidas Patel. The said Sale Deed is registered in the office of Sub – Registrar Nashik – 3, Reg. No. 5956 on 05/10/2015. Thereby the purchaser i.e. **M/s. Prathmesh Buildwell through Partner – Mr. Kundan Nandkishor Boob & others** acquired ownership rights of said Plot & accordingly their name mutated to the owner's column of property extract.

2.5 The title of the said property is verified by Advocate Mr. Manish Chindhade and he has issued report that the property is free from all encumbrances. The copy of the Certificate of Title issued by the Attorney at law or Advocate of the Promoters have been annexed hereto and marked as “**Annexure B**”.

2.6 Thus the Promoters purchased **TDR area adm. 429.50 Sq. Mtrs.**, out of S No. 47/5/1 situated at Deolali, Nashik from the owner Viraj Estate private limited through Director Karan Rajendra Shah. The said TDR Sale Deed is registered in the office of Sub – Registrar Nashik – 5, Reg. No. 6013 on 02/11/2017. Thus the Promoters herein are the absolute owner

of the property and are entitled and enjoined upon to construct building.

2.7 The Promoters further purchased **TDR area adm. 124.98 Sq. Mtrs.**, out of S No. 295/2/7 situated at Deolali, Dist. Nashik from the owner Mrs. Sneha Karan Shah. The said TDR Sale Deed is registered in the office of Sub – Registrar Nashik – 5, Reg. No. 6014 on 02/11/2017.

2.8 Thus the Promoters herein are the absolute owner of the property Plot No. 44 area adm. 540.96 Sq. Mtrs., along with TDR as described hereinbefore and are entitled and enjoy the ownership of the said property and has every right to construct a building thereon. The property Plot No. 44 area adm. 540.96 Sq. Mtrs., along with TDR as described hereinbefore is hereby for the sake of brevity hereafter in the present Agreement referred as ‘ the said property’.

3. The Promoters have appointed “Shri Architects” as the architect for the said project registered with the Council of Architects, having their office at at A-207, Meghdoot Shopping Center, CBS Nashik 422001 and a standard Agreement is executed between the Promoters and the Architects.

4. The Promoters have appointed Structural Consultants having their office at for preparing designs, drawing and specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Developer accepts the professional supervision of the Architect and the

structural Engineers till the completion of the building/
buildings.

5. The Promoters have proposed to develop **one (1)** building of Residential User under Real Estate project name “**AVANISH RESIDENCY**” and have prepared the plan(s)/layout for the construction of said **residential building** and the said plan(s)/layout are duly approved by the Nashik Municipal Corporation, Nashik, as per building commencement certificate no. **LND/ BP/ A1/ 504/ 234/ 50 dated 23/05/2016**. And the said plans/layout are duly revised by Nashik Municipal Corporation vide letter no. **LND/BP/A1t/397/8162 on 03/11/2017**. **The copy of the approved layout is annexed hereto and marked “Annexure C”.**
6. The Promoters have registered the **one** building i.e. ‘Avanish Residency’, as one Phase, under the provisions of the Real Estate (Regulations and Development) Act, 2016 with the Real Estate Regulatory Authority vide Registration no.
7. The Promoters are entitled for sale, transfer assignment or to otherwise deal with the Flat No..... admeasuring sq. mtrs RERA carpet area on **Floor** of Building known as “**AVANISH RESIDENCY**” hereinafter called as “the said Flat”.
8. The Allottee(s) has/have approached the Promoters and expressed its / his / her / their desire to purchase and acquire from the Developers the said Flat;
9. The Promoters have made available to the Allottee(s) the information relating to the said property along with plans

sanctioned as well as proposed, designs, specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) and/or Real Estate (Regulation and Development) Act, 2016 (“the said **RERA**”) and the rules framed thereunder and as demanded by the Purchaser/s; The purchaser/s have also received the copies of following documents at the time of booking of the flat-

- i) All the copies of concerned records of title of Promoters.
- ii) Copy of Non-agricultural order for the said property.
- iii) Copy of the building plan approved by Nashik Municipal Corporation.
- iv) Copy of Commencement Certificate.
- v) Copy of Title Certificate.

The purchaser/s has received the copies of documents as referred above and the purchasers admit and acknowledge the receipt of the same. The purchaser/s have for his/her/their benefit and for the benefit of the other occupiers of the building accepted terms and conditions for the use and enjoyment of **the said Flat** and also restrictions of use of Flat.

10. The Promoters have also made available to the Allottee(s) the information relating to the stage wise time schedule of the completion of the project, including the provisions of for civic infrastructure like water, sanitation and electricity.

11. Being satisfied with the title of the Promoters to the said property and the right of the Promoters to develop the said property and being satisfied with all the plans, specifications

and other documents made available by the Promoters, the Allottee(s) has/have agreed to purchase and acquire the said Flat more particularly described in the Schedule II hereunder written from the Promoters at or for the aggregate consideration is Rs.00,00,000/- /-(Rupees ----- Only) and on the terms and conditions contained hereinafter;

12.The Allottee(s) have prior to the execution of these presents paid to the Promoters a sum of Rs...../- (Rupees Only) towards earnest money and have agreed to pay a further sum of Rs...../-(Rupees Only) towards further consideration amount simultaneously against the execution of these presents;

13.Under Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat with the Allottee(s) being these presents and upon the execution of these presents and it being lodged for registration by the Allottee(s) and the Promoters being informed about the same, the Promoters are required to admit execution thereof before the concerned Sub-Registrar/s;

14.The parties are accordingly executing these presents in the manner hereinafter appearing;

15.The Allottee(s) shall bear the common maintenance charges as particularized in **Schedule-IV** hereunder written after the period of maintenance by the promoters is over as herein below mentioned.

16.The Allottee(s) and the Promoters have agreed and settled the terms of the transaction and, therefore, record and execute this agreement.

17. The Promoters are constructing residential tenements in the project which is presently named as and the promoter/s reserved their right to change name of the project at later stage.

18. The Promoters have right to develop the entire area as described in the schedule I written hereunder and the Promoters shall be doing the same in phased manner, the promoter shall have right to take electricity connection, water connection and to use roads in the said property for development at later stage.

19. A] Developer/Promoter shall mean and include “Promoter” as defined in RERA and Purchaser shall mean and include “Allottee” as defined in RERA.

B] Flats/Units shall mean the Apartment as defined in RERA.

NOW THEREFORE THIS AGREEMENT FOR SALE IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.
2. The Promoters have commenced construction of a residential building and residential units thereon. The purchaser/s has/have shown willingness to purchase Flat No./Unit No....., in the building “**AVANISH RESIDENCY**” situated on ----- Floor, consisting of a Hall, Kitchen, ----- Bedrooms along with toilets, having RERA carpet area admeasuring Sq. Ft., i.e. Sq. Mtrs., as per RERA. The Flat is provided with

sq.mtrs balcony area and exclusive attached open terrace adm. sq,mtrs. As exclusive use area on ----- floor in the said building which is one of the building in layout called Grape City. The Flat is constructed as per approved plan shown to the purchaser/s and the copy of which is provided to the purchaser/s. The Promoters shall not cause changes to the general design of the residential units to be constructed as per the said approved plan. If at all general design is to be changed or modified which is going to affect the said Flat particularly described in **Schedule-II**, then the Promoters shall obtain consent in writing from the purchaser/s and the purchaser/s shall not unreasonably withhold the said consent.

3. It is further provided that:-

- i. In the common area of the building the Allottee(s) shall has/have share considering the total number of residential units to be constructed upon the said property.
- ii. Provided always that share of the common areas may fluctuate if the Promoters are able to construct additional floors in the said property on account of availability of additional area for construction on account of change of rules of Floor Space Index during the period the construction and completion of building. However due to the change of share in common area the consideration as settled and agreed shall not change. The Promoter shall be entitled to carry out the remaining and further additional construction in accordance with the approval they get from Nasik Municipal Corporation or any other authority.
- iii. The Allottee(s) if allotted Car Parking area for the purpose of parking his/her own vehicle for the beneficial use of the Flat shall use the same as per rules and regulation of condominium.

- iv. The Promoter shall be entitled to all other car parking spaces in the compound / under the stilts / podium parking area, of the said building and portion of the top terrace (except the portion thereof set a part for providing water tank etc) with or without right to erect, and display hoardings or logo's on walls, parapet walls etc, terraces to set up transmission towers for pagers, cellular telephones, dish-antenna's etc, and like facilities (all of which are hereinafter collectively briefly referred to as, the said specified Flat) available or to be available in the said buildings.

The common terrace of the buildings, including the parapet walls, shall always remain the property of the Promoters/Developers, and the Promoters/Developers shall also be entitled to display, advertisement on the walls, or water tanks, standing on the terrace and the Promoters/ Developers shall be exclusively entitle to the income that may be derived by display of the said advertisements. The Agreement with the Allottee(s), of the said Flat and the said building shall be subject to the aforesaid right of the Promoter/Developers, who shall be entitled to use the common terrace, including parapet wall and the walls and the water tank that in for any purpose including display of advertisements and sign boards.

4. The Promoter/Developer hereby declares that the residential building in layout shall be a single phase in layout and will be single Phase as envisaged under RERA. The Promoter has developed two other building namely for which Occupation Certificate (OC) is obtained. The Promoter/Developer hereby declares that the floor space index available as on date for the building is ----- sq. mtr or thereabout as may be finally approved by availing available floor space index/TDR as permissible

by Nasik Municipal Corporation or Rules and Regulation. The Balance FSI/TDR or any other entitlement on the said property shall belong to Developer and shall be utilized by the Developer in the way and manner the Developer may deem fit.

5. [A] The Allottee(s), has agreed to purchase the said Flat from the Developer/ Promoter and the Developer/ Promoter agrees to sell the said Flat at or for **Rs./- (Rupees Only)**, which price is agreed to be paid in the manner hereinafter appearing. The Allottee(s)/s admits that the consideration settled is as per the market price prevailing in the said locality and the amenities offered by the promoters.

[B] The said consideration is exclusive of :-

- i. All costs & expenses, stamps, registration engrossing of this agreement as well as sale deed thereof.
- ii. Cost of electric and water meter & connection with deposit thereof and supply thereof from the poles.
- iii. Share of outgoings taxes etc.
- iv. Cost of formation and registration of society apartment association or limited company and other amounts of shares etc.
- v. The amount of sale-tax, service tax, VAT or any other tax that may be levied if any charged, levied, assessed by the government upon the said transaction contemplated herein between parties.
- vi. Any other special expenses taxes, charges which may arise hereafter for the said transaction or for any facility required to be provided.

6. The said consideration of **Rs./- (Rupees Only)**, shall be paid by the Allottee(s)/s in the manner of installments as per stages herein below mentioned. It is not at all binding on the Promoters to issue a formal demand for the payment. The Allottee(s)/s is/are bound to make the said payment as per stages as provided herein without committing default thereof. The Promoters in their discretion send a formal letter of demand on the address of the Allottee(s)/s by mail or courier or by any other mode as may be deemed fit. The Allottee(s)/s is aware of the stages upto which the work is completed and shall make payment of all instalments which became due as provided hereafter within 7 days from the date hereof and remaining instalments in time. Time is the essence of contract.

7. The Allottee/s has/have agreed to pay to the Developers the lumpsum purchase price of **...../- (Rupees Only)**, being the purchase price for the said flat (exclusive of other payments to be made as provided in this agreement hereafter and further GST/SGST, service tax, VAT or any other tax which may be payable on this Agreement or in respect of Sale of flat/unit shall be paid by Allottee.) and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building “**AVANISH RESIDENCY**”, more particularly described hereunder written as under:

A. The Allottee/ s has / have prior to the date of execution of this presents paid consideration amount as under :-

Payment Schedule:

Amount

Particulars

Rs./- In Words (Rs.) paid by the purchaser to the vendor / promoter by way of Cheque No. dated, drawn on

Rs./- In Words (Rs. Only) paid by the purchaser to the vendor / promoter by way of Cheque No. dated, drawn on

Rs...../- (Rs. Only), is payable as per the progress, and stages of the construction as refereed in the schedule by obtaining loan from Bank / Financial Institution or otherwise.

Rs./- (Rupees Only)

B. The buyer agreed to pay 70% of consideration money including the amount paid as stated hereinabove on completion of RCC structure which is completed and balance 30% as provided hereafter.

C.

a. The remaining 30% of the consideration money shall be paid as under:-

i. Rs...../- i.e. amount equal to 5% of consideration money and not exceeding 75% of total consideration of money on completion of wall and internal plaster etc.

- ii. Rs./- i.e. amount equal to 5% of consideration money and not exceeding 80% of total consideration of money on completion of stair cases, lift wells ,lobbies upto the floor level of the flat.
- iii. Rs./- i.e. amount equal to 5% of consideration money and not exceeding 85% of total consideration of money on completion of external plumbing and external plaster elevation.
- iv. Rs......./- i.e. amount equal to 10% of consideration money and not exceeding 95% of total consideration of money on completion lifts, water pumps, electrical fittings, electro, entrance lobby, plinth protection, paving of areas etc as prescribed in the Agreement.
- v. Rs./- i.e. amount equal to 5% of consideration money and to make 100% payment of consideration money at the time of handing over premises/possession or on receipt of occupation certificate whichever is earlier.

Provided further that the Allottee has seen the progress of work and shall pay all outstanding installments within 10 days from the date hereof.

Provided further that the payment of Installment shall be made as per Schedule above on progress of work irrespective of date of possession provided hereafter.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess, GST/SGST or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the

possession of the Flat.

8. The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the Nashik Municipal Corporation and/or any other increase in charges which may be levied or imposed by the Nashik Municipal Corporation from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs, or levies imposed by the Nashik Municipal Corporation the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.
9. The RCC work of the building is completed and brick work, internal and external plaster and flooring is also completed. The Allottee(s) shall pay the balance amount of consideration money payable as on date, within seven days from the date hereof and shall pay further installments on due dates whether demanded or not. The time being is essence of contract.
10. The payment as per the particulars mentioned above is the essence of this agreement. The Promoters may in their own discretion decide to terminate this agreement, if there is a default in payment of the installment as per the aforesaid schedule agreed by the Allottee(s)/s.
11. It is further provided that if any additional amenities are demanded by the Allottee(s)/s or the specifications as set out are changed, then the Allottee(s)/s in both the events has to pay additional costs for the changes. The cost of the said modifications shall be as decided by the Promoters and his decision shall be final and the amount shall be paid as decided and agreed at the relevant time.

12.The Allottee(s)/s shall deposit with the Promoters the following sums as & when demanded within 7 days from the date of demand or before the Allottee(s) is permitted to enter upon the Flat whichever is earlier;

i. Rs./- For legal charges, Scanning and other misc Exp.

ii. Rs./- For share money, application entrance fee etc. of the association.

iii. Rs./- Deposits for formation and registration of Apartment /association.

iv. Rs./- For deposit to M.S.E.D.C. for electric connection & cost of / for meter.

v. Rs./- Membership Fee of Club House.

vi. Rs./- For Water Connection.

Total Rs./-

On payment of the said sum or if there is and enhanced sum due to changing of laws, then the said increased amount shall also be paid. The Gas connection charges shall have to pay separately, by the Allottee(s)/s as per the demand of the Promoters. The payment is condition precedent for continuance of this agreement. The above mentioned charges are for unit of the Allottee(s)/s only. The said amounts are presently calculated based on approximate basis. Necessary separate accounts shall be maintained by the Promoters for the said amounts.

13.The Allottee(s)/s may in his/ her/ their own discretion inspect the materials used in the construction of building during process of the construction. However, it is made clear that any complaint as to the Standard of the material used after the particular stage of the work

is complete, will not be entertained by the Promoters. The queries shall be answered by the architect of the project.

14. The Promoters shall maintain the list of the residential units sold and unsold for their record giving the details of the respective transactions.
15. The Promoters declares there are no outstanding against outgoings against the said property and they have paid and satisfied the non agricultural assessment and have paid the development charges to the Nashik Municipal Corporation for the approval of the building plans.
16. Without prejudice to the right of Developer to charge interest in the terms of Clause 17 below. The Purchaser/s hereby agree/s that if the Purchaser/s commits a default (i) in payment of any of the aforesaid installments on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or, (ii) in observing and performing any of the terms and conditions of this Agreement, and if the default continues inspite of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the Purchaser and by email having been given / sent by the Developers to the Purchaser/s at the email address provided by the Purchaser , of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of the notice then at the end of such notice period the Developer shall be at liberty to unilaterally terminate this Agreement. Provided further that In the event of termination, the Developers shall be refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to

the Developer) within a period of thirty days of the termination, the instalments of sale consideration of the Unit/Flat which may till then have been paid by the Purchaser to the Developer. The developer shall be entitled to deduct the earnest money that is amount equal to 10% of the consideration money paid by the Purchaser/s to the Developers and refund the balance installment amounts. The amounts paid by the Purchaser/s to the Developers till then towards VAT, Service Tax and other like taxes shall be non-refundable. On the Developers terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the said Flat to any other persons/parties as the Developers may deem fit and proper, at such price and upon such terms and conditions as the Developers may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Developers by reason of such sale or transfer being effected by the Developers in favor of any other person/s or party.

17. Without prejudice to the other rights of the Developers under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the Purchaser/s fail to pay the installment amounts on its due date as mentioned, then in that event, the Purchasers shall be bound and liable to pay the Developers an interest that shall be the highest State Bank of India Marginal Cost of Lending rate plus two percent or interest as may be applicable under the provisions of RERA and in absence of any such provision at 10% p.a whichever is higher on and from the due date till the date of actual payment. Provided further that the Developers shall be entitled to appropriate the amount received from Purchaser firstly towards the interest and thereafter towards consideration / installment amount or any other amount payable by the Purchaser.

The Purchaser/s hereby grants its / her / his / their consent to the aforesaid appropriation.

18. The Developer shall upon obtaining the occupancy certificate from the Nashik Municipal Corporation and the payment made by the Purchaser as per the agreement shall offer the Possession of the said Flat in terms of this Agreement. The Purchaser/s shall be bound and liable to take possession of the said Flat within 3(Three) months from the date of the Developers giving written notice to the Purchaser/s. The promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s hereby agrees and undertakes to pay the maintenance charges as determined by the Developer or association of Purchasers as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the project.
19. The Purchaser shall take possession of the Flat within 15 days of written notice from the Developer to the Purchaser intimating that the said Flat is ready for use and occupancy.
20. Upon receiving a written intimation from the Developer as per Clause 19 the Purchaser shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings, and such other documentation as may be required by Developer in this Agreement and the Developer shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 18 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
21. The Developer shall give Possession of the said Flat to the Purchaser/s on or before ----- subject to the concerned

authorities granting the necessary sanctions and approvals for the construction and completion of the Buildings to be constructed on the said property and subject to force majeure conditions. If the Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons not beyond his control and his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned in the Clause 17 above from the date the Developer received the sum till the date the amounts and interest thereon in repaid. In the above event, neither party shall have any other claim against the other in respect of the said Flat or arising out of this Agreement and the Developers shall be at liberty to sell and dispose of the said Flat to any other person at such price and upon such terms and conditions as the Developer may deem fit. Provided however that the Developer shall be entitled to reasonable extension of time for giving delivery of Unit/Flat on the aforesaid date by applying to the Real Estate Regulatory Authority constituted under Section 6 of the said RERA, if completion of the building in which the Flat is to be situated is delayed on account of (i) force majeure which means War, flood, drought, fire, cyclone, earthquake, civil commotion or act of God or any other calamity caused by nature affecting the regular development of the real estate project; (ii) any notice, order, rule, notification of the Government and/or other public or competent Authority/ Court.

22.If for any reason other than what is stated in Clauses 21, the /Developers are unable or fails to give possession of the said Flat to the Purchaser/s by the date specified hereinabove or any further extended date as granted by the Real Estate Regulatory Authority under section 6 of the said RERA and consequently fails to abide by the time schedule for completing the phase/building/project and

handing over the Flat to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest that shall be highest State Bank of India Marginal Cost of Lending rate plus two percent, on all amounts paid by the Purchaser, for every month of the delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer interest as quoted above herein on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer.

23. Upon possession of the said Flat being handed over to the Purchaser/s, he/she/they/it shall be entitled to the use and occupation of the said Flat for lawful and approved residential purpose only. Upon the Purchaser/s taking possession of the said Flat he/she/they/it shall have no claim against /Developers in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed. The only liability of the /Developers shall be the statutory liability under Section 14(3) of the said Act which relates to the defect liability period of Five (5) years.

24. On and from the date of taking possession of the said Flat or from the date of expiry of a period of 15(Fifteen) days from the date of the Developer's intimating by letter or email or by any other mode to the Purchaser to take the possession of the said Flat, whichever is earlier, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by Nashik Municipal Corporation and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said Flat. Irrespective of whether the purchaser's take the possession or not.

25. The said Flat is intended and shall be used for approved residential purposes only and the Purchaser/s shall not use the said Flat or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the said Flat shall always be sold/transferred together with flat and not separately for any reason whatsoever.

26. It is expressly agreed that the Purchaser/s shall be entitled to use the "Common Areas and Facilities" appurtenant to the said Flat and the nature, extent and description of such "Common Areas and Facilities" and the "Limited Common Areas and Facilities" is set out in the **Annexure "D"** annexed hereto.

27. The fixtures, fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Developer in the said building and the said Flat are those as set out in the EIGHTH SCHEDULE hereunder written and the Purchaser/s shall satisfy himself/herself/themselves/itself about the same before taking possession of the said Flat.

28. The Developers have informed the Purchaser/s as under:-

- a) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared / divided between the purchasers of the Flat in the Buildings constructed/ proposed to be constructed on the said property;

- b) The Purchaser/s shall not in any manner object to the aforesaid arrangement. The Purchaser/s in fact hereby gives his/her/their consent and approval to this arrangement.
- c) Without prejudice to generality the Purchaser shall be liable to contribute for premium payable towards general insurance and title insurance as may be applicable in the manner in which expenses for maintenance are to be shared.

29. The Purchaser/s hereby agree/s and bind/s himself / herself / themselves / itself to pay to the Developers in advance the ad-hoc payments in respect of maintenance charges of the common infrastructural facilities and amenities for a period of 24 months or more from the date Flat are handed over to the Purchaser/s or from the expiry of 15 days from the date of receipt of O.C. whichever is earlier till the formation and handing over of the building to Society of the purchasers of the Flats in the Buildings proposed to be constructed on the said property.

30.a) Within 15 days after notice in writing is given by the Developer to the Purchaser that the Flat is ready for use and occupancy, and From the date of entering upon the said Flat, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in advance to the Developers until the conveyance of the said property is executed in favor of association of the Purchasers , and thereafter to the said association for (a) Insurance Premium (b) All Municipal and other taxes that may from time to time be levied in respect of the said property and/or building and betterment charges or such other levies by the Nasik Municipal Corporation and/or government water taxes and water charges, common lights, repairs, salaries of clerks bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and

other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums or any other outgoings incurred in connection with the said property and the Buildings along with service tax as applicable. The Purchaser/s agrees and binds himself to pay to the Developers his provisional monthly contribution in addition to payments to be made as provided elsewhere in these presents sum of Rs. _____/- in advance and/or further or such amounts as may be fixed by the developer towards the aforesaid outgoings. Provided that the Developers shall be liable to pay only the municipal rates and taxes, at actuals, in respect of the unsold units in the Buildings to be constructed on the said property. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/ assignment of lease being of the structure of the building or wing is executed in favor of association as aforesaid.

- 31.If within a period of 5 (Five) years from the date of handing over possession of the said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the said Flat or any defect on account of workmanship, quality, or provision of service , then in that event, wherever possible, such defects shall be rectified by the Developers at their / his own cost and incase it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change in the manner provided under this said RERA.
- 32.The Purchaser/s hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings proposed to be constructed on the said

property and sale of flats to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the said Flat is handed over by the Developers to the Purchaser/s or otherwise, then in that event, such payments shall be made by the flat purchasers alone or association of the Purchaser/s. The Developers shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

33. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said Flat shall come, hereby covenant/s with the /Developers as follows:-

- a) To maintain the Flat at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Flat are taken or from the date of expiry of a period of 7 (seven) days from the date of the Developers offering possession of the said Flat to the Purchasers, whichever is earlier and shall not do or suffer to be done anything in or to the building in which the said Flat are situated, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat are situated and the said Flat itself or any part thereof;
- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or

cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Flat are situated, including entrances of the building in which the said Flat are situated and in case any damage is caused to the building in which the said Flat are situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- c) To carry out at its own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Flat are situated or to the said Flat which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Buildings in which the said Flat are situated and shall keep the portion sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Partis or

- other structural members in the said Flat without the prior written permission of the Developers and/or the association;
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat are situated or any part thereof or whereby any increase 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 Flat in the compound or any portion of the said property and the building in which the said Flat are situated;
 - g) Pay to the Developers within 15 days of demand by the Developers, his/their/its share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat are situated;
 - h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change of user, if any, of the said Flat by the Purchaser/s;
 - i) The Purchaser/s and the persons to whom the other units in the Buildings are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest of the Developers and all persons acquiring the remaining units in the Buildings constructed on the said property.
 - j) The Purchaser/s shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of

breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the prior written consent of the Developers in that behalf;

- k) The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Buildings and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- l) The Purchaser/s shall allow the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the said Flat or the building in which the said Flat are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.
- m) The Purchaser/s shall not do or permit to be done any act or thing which may render or void any insurance of any Flat

or any part of the Buildings or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other Flat in the Buildings. However it is clarified that this does not cast any obligation upon the Developers to insure the building or Flat agreed to be sold to the Purchaser/s.

- n) Not to use the refuge area provided in the Buildings for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Buildings;
- o) The Purchaser/s shall not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- p) The Purchaser hereby expressly agrees that all obligations on the part of Purchaser shall be complied with Purchaser as may be required by the Developers and Developer shall be entitled to call upon the Purchaser to comply with the same and/or rectify or take any action in respect thereof. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Flat or of the said property, hereditaments and Flat or any part thereof or of the Buildings thereon or any part thereof.

34. a. The Purchaser/s hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings proposed to be constructed on the said property and sale of flats to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the said Flat is handed over by the Developers to the Purchaser/s or otherwise,

then in that event, such payments shall be made by the flat purchasers alone. The Developers shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

b. The Purchaser/s shall carry all interior and other works with due care and caution and take proper care of the Flat. Provided further that notwithstanding any provisions regarding the liability of the Developer about any structural defect in flat or building or any account of workmanship, quality or provision of service, the developer shall be ceased to be liable in respect thereof for all acts arising out of or related to the works carried out by the Purchaser/s or arising due to failure on the part of Purchaser/s to take proper care. Provided further that the liability of the Developer regarding structure or workmanship shall cease on any change or alteration in the original is made or disturbed by the Purchaser/s.

35. The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified the Developers and the association from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffer or be put to by reason of the Purchaser/s committing a breach of any of the terms and conditions set out in this Agreement and/or in the bye-laws of the said Society and/or any applicable laws, rules and regulations.

36. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the said Flat shall come, hereby covenant/s as follows:-

i. The Purchaser/s shall maintain at his/her/their own costs the said Flat agreed to be purchased by him/her/them from the date of possession of the said Flat are taken or from the date of expiry of a period of 15 (Fifteen) days from the date of the Developers

offering possession of the said Flat to the Purchasers and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

- ii. The Purchaser/s shall after obtaining the possession of the said Flat and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Unit, the same shall be reimbursed by the Purchaser/s to the Developers in the proportion of the area of the said Unit.
- iii. The Purchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or any other charges/deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.
- iv. The Purchaser/s shall make the payments of installment of purchase price, as herein in this Agreement stipulated on time to the Developers and all other amounts payable to the Developers in time. In the event of the Purchaser/s making any default in payment of the purchase price installments to the Developers and/or his/her/their share in taxes, maintenance, deposits and other outgoings regularly as agreed to herein by him/her/them, to the Developers, the Developers will have right to terminate this Agreement or seek specific performance against the Purchaser/s for recovering the same.
- v. After the possession of the said Flat is handed over to the Purchaser/s if any additions or alterations in or about or relating

to the Buildings are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the purchasers of various Flat in the Buildings at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.

- vi. The Purchaser/s will pay all stamp duty and registration charges on this Agreement and will lodge this Agreement for Registration with Sub-Registrar of Assurances at Mumbai and Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser/s informs them of the number under which it is lodged for Registration by the Purchaser/s.
- vii. The Deed of Conveyance and other documents for transferring the title in favour of the said association or in respect of the said property on which the Buildings is constructed (subject to the right of way as provided hereinabove) and the Buildings shall be prepared by Developers Advocates and Solicitors and the same will contain such Covenant and conditions as the Developers shall think reasonable and necessary having regard to the development of the said Property. All the expenses incidental to the Deed of Conveyance including stamp duty and registration charges will be borne by the proposed Society or the Purchaser/s in his/ their/ her proportion.

37. All payments, which are to be made under this Agreement, shall be made/effectuated by Account Payee Cheques drawn in favour of the Developer, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Developers. Further, no receipts for any payments shall be valid or binding unless it is issued by the Developers on their printed letterhead/receipt form and duly signed.

38. The /Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flat in the Buildings of which

the said Flat form part and the Purchaser/s shall have no right to object to the same.

39. The Promoters declares that the title of the said property is free clear marketable and free from encumbrances, and there are no encumbrances such as -

- i) The said property is not subjected to any kind of encumbrances including gifts, lien, will, annuity, easements, licenses, tenancy, mortgage, agreement to sale etc. except for the project loan availed by the Promoters for the project. The Promoters have obtained no objection certificate from the said bank for the sale of the said Flat.
- ii) The said property is not offered as surety or security.
- iii) The said property is not acquired, reserved or requisitioned nor is any notice of such proceedings issued or initiated till today.
- iv) The said property is not subjected to court litigation.
- v) That there are no prohibitory orders, injunction orders issued restraining the transaction.
- vi) That the title of the said property is clear marketable and free from encumbrance.

40. The Allottee(s)/s has also verified the title of the said property through his Advocate and is fully satisfied about the title of the property being free, clear and marketable. The Allottee(s)/s does hereby admit that all the necessary details as to the said property are verified by him/them and further accepts that all the details are disclosed to him/ them by the Promoters and after due verification the Allottee(s)/s has/have decided to purchase the said apartment. The Allottee(s)/s has/have no doubt about the title.

41. The Promoter have made it clear to the Allottee(s)/s that unless and until the necessary completion/occupancy certificate is obtained from the local authority i.e. Nashik Municipal Corporation, the Allottee(s)/s will not be entitled to occupy the said Flat.

42. The Promoters expects the delivery of possession of the said Flat within 3 years, if there is no delay on account of any of the causes as mentioned hereinafter, or the causes are beyond the control of the Promoters. The Promoters also expect to complete the construction of building within the said period approximately. If the construction is not obstructed or held up for any reason. The possession shall be against payment all amenities of construction expenses, out goings payments, including one year's advance maintenance amount. The possession shall be delivered on obtaining completion certificate from Nashik Municipal Corporation.
43. The Promoters did form an Apartment Association and a Declaration of Apartment is executed and registered in the office of Sub-registrar. All the Allottee(s)/s and the land shall be transferred in undivided share in favour of the Apartment Association or Co-Operative Society. The land shall be held by Apartment Association for all the members.
44. The Promoters shall take care of items of common maintenance till the society is formed or an Apartment is formed and declared and the office bearers are in control of the matters related to the day to day activities of the said society/ Apartment / Association of Persons. The items of common maintenance are provided in Schedule. The apartment holders are obliged to pay and incur expenses for common items without fail.
- Maintenance will not be collected for unsold units. If the unit is sold & Allottee(s)/s is/are not staying still it is mandatory for him/her/them to pay his outgoings for the same.
45. The Allottee(s) shall use the Flat for the residential purpose only for which the plan is sanctioned.
46. The Allottee(s) along with the other Allottee(s) of the constructed Flat shall join in formation and registration of the Apartment Association. The Allottee(s) shall sign all, the applications, affidavits, forms, declarations and shall accept all the rules and Bye-

Laws. The Allottee(s) shall sign all the said documents within 8 days from the demand thereof. The Allottee(s) shall not at any time raise any objections about the same. If the Allottee(s) fails to sign the agreements immediately, then it will amount to breach of this agreement and the Promoters have right to terminate the agreement. It is made clear that the Allottee(s) shall not get the said Flat separated or partitioned nor shall get his share separated in the said property.

47. The Allottee(s) may obtain loan facility from financial institute for the payment of consideration amount. The loan taken by Promoters shall not prohibit the Allottee(s) from taking his/ her/ their individual loan for purchase of said Flat and the Promoters shall provide necessary No Objection Certificate to the financial institution for grant of loan to the Allottee(s) by the financial institute of the choice of the Allottee(s). The Promoters shall provide all the necessary documents to the Allottee(s) for availing the said loan facility.

It is further agreed by the Allottee(s) that whole of the payment as contemplated herein shall be made by the Allottee (s) to the Promoters, towards consideration money and other charges as per this Agreement and Developer / Promoter shall have lien for unpaid amount on the said Flat.

48. The Flat Allottee(s) or himself/themselves with intention to bring all person into whosoever hands the apartment may come, doth hereby covenant with the Promoters as follows:-

- a) To maintain the Flat at Allottee(s)' own cost and to cause all the necessary repairs thereto for its proper maintenance so that the said Flat and the building in their structural strength is not affected and the Allottee(s) shall not commit any breach of the rules, regulations and bye-laws of the concerned local authority. The Allottee(s) shall not carry out any change or permanent alteration in the building

which will affect the building in its structural strength or its elevation. The Allottee(s) undertook the responsibility that after the period of warranty is over they shall do timely repairs of waterproofing or damage to external plaster/ Brick work or nay such thing which leads to problems to neighbors at their own costs.

- b) Not to store in the Flat or in other areas of the building the goods which are hazardous, combustible or dangerous nature or which are so heavy so as to damage the structural strength of the building and also not to use the Flat for storing of any goods which are contraband and prohibited by the local as well as Semi Govt. or Govt. authorities. The Allottee(s)/s shall not store any article material outside the said Flat or in the common areas and / or parking.
- c) To maintain the said Flat internally in good condition and state and to carry out the repairs as may be necessary at the cost of the Allottee(s).
- d) Not to demolish or caused to be demolish the Flat or any part thereof, nor at any time make or cause to be made any addition alteration of whatever nature in or to the Flat or any part thereof, nor to cause any alteration in all elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and protect the other parts of the building in which the Flat is situated and shall not chisel or in any manner mage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters or the apartment association.
- e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said Flat and the building in

which the Flat is situated or any part thereof or whereby any increase 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 Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- g) To bear and pay all local taxes, water charges, insurance and such other levies, which are imposed by the concerned local authority and/or Government and/or other public authority, and to pay increase thereof and also the proportionate non agricultural assessment as may be demanded with respect to the said property. In addition the Allottee(s)/s is responsible to pay all the additional taxes for use of the said Flat which are against the approval of the building plans and the completion certificate.
- h) Not to alienate or sell, transfer, let, lease, give on licence the said Flat unless and until full discharge is obtained from the Promoters about the payment of all the amounts as mentioned in this agreement or which are demanded by the Promoters on account of additional work or for any other reason as prescribed in this agreement.
- i) The Allottee(s)/s shall observe and perform all the rules and regulations which the apartment association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules and Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
- j) To permit the Promoters, office bearer and their surveyors and agents, with or without workmen and others, at all reasonable times,

to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

- k) The Allottee(s)/s shall not cause any additional construction to the Flat and shall not carry erection of doors, ventilators and windows other than provided and not to cover the open areas and lounge. The Allottee(s)/s shall not cause internal changes.
- l) The Allottee(s)/s shall use the only Flat agreed to be sold to him and shall not store his articles, goods etc. at any other place and shall use the said Flat and apartment as reasonable prudent man.
- m) The Allottee(s)/s may obtain a loan for the purchase of the Flat. The responsibility of payment of the same is of Allottee(s)/s only. The Promoters shall provide necessary copies of the documents to the Allottee(s)/s. unless and until whole of the payment as contemplated herein is made by the Allottee(s)/s to the Promoters; the Flat described in Schedule II shall not be responsible for the satisfaction of the loan.

49. The Allottee(s)/s is/are not entitled to get partition of the said property i.e. the plot upon which the building is constructed.

50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said plot and building or any part thereof. The Allottee(s)/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters until the said land and Building is transferred to the Apartment association as hereinabove mentioned.

51. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s)/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by

the Flat Allottee(s)s nor shall the same in any manner prejudice the rights of the Promoters.

52.The Flat Allottee(s)/s shall present this Agreement as well as the conveyance at the proper registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

53.All notices to be served on the parties hereto as contemplated by this Agreement shall be deemed to have been duly served if sent to the parties, by Registered Post A.D./Under Certificate of posting at his/her address specified below:-

Promoters:- M/s. PRATHAMESH BUILWEL .

A Partnership firm

1. MR. KUNDAN NANDKISHOR BUB

2. MR. BHAGYESH SURESHCHSND KOTHARI

Allottee(s)s 1) - MR.,

(2)

A/P.,

.....,

54.The Allottee(s)/s consents and authorizes the promoters to utilize and take access from marginal open areas of the building and take connections from existing water, electricity, sewage and drainage lines and other convenience etc. in the said building/ phase/ project as and when they require to do so for carrying out further development and the construction of entire project.

55.It is hereby made clear that the furniture layout, colour scheme , specifications, amenities, elevation treatment, trees, lawns, garden etc. shown in the pamphlets, brochure, literature , hoardings, website and other promotional media are shown only for

advertisement and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement.

56.This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made hereunder/said Act and the rules made there under.

57. Service tax & any other taxes levied by the Central or State Government will be paid by the Allottee(s)/s at actual other than the said amount. But this is an agreement to sell completely constructed Flat.

58.This is not a works contract. The Promoters are not a contractor appointed by the Allottee(s)/s.

SCHEDULE-I
OF THE SAID PROPERTY ABOVE REFERRED TO

All the piece and parcel of land of non-agricultural tenure bearing **S. No. area admeasuring 00 Sq Mtrs**, situated at **village -, Tal. and Dist. Nashik**, With the limits of registration and sub-registration district, Nashik, and also within the limits of Nashik Municipal Corporation, Nashik.

SCHEDULE-II

On the aforesaid property a project is constructed in the name and style as building named as " **AVANISH RESIDENCY** " is under construction. From and out of the said building, the Flat of **Residential Apartment bearing No. on rd FLOOR as shown on the plan, having totally RERA carpet area admeasuring Sq. Mtrs and to**

which Developer has provided enclosed balcony of sq. Mtrs and attached Terrace of Sq. Mtrs for exclusive use which is bounded as follows –

East –

West –

South –

North -

Together with allotted parking. Together with right to use the Lift provided to the building in common and together with right to use common spaces, staircase, terrace etc.

SCHEDULE-III
Internal Amenities:-

- i) The building is in R.C.C. frame structure.
- ii) External walls are either of 6" thick brick masonry or of 150 mm (approximately) thick .
- iii) Internal partition walls are 4" thick
- iv) All external surfaces have sand faced plaster, in two coats with colouring of Acrylic waterproof paint.
- v) All internal walls shall have acrylic distemper,
- vi) Concealed electric fitting and plumbing.
- vii) Fixtures :- Main entrance door teakwood frame with decorative shutter and standard fittings.
- viii) Flooring & Skirting:- Flooring for all rooms are of vitrified tiles.
- ix) Flooring for bathroom. The sides of bath room and W.C. are lined with glazed tile.
- x) All the windows are of aluminum anodized windows

- xi) Kitchen :- Kitchen otta have granite top and sink with S.S.. Sink is provided with one tap.
- xii) Terrace:- Brick - bats Coba Waterproofing with cement ghotai.
- xiii) Water Supply & Sanitation:-
 - a) Water pipelines in Bath, W.C. and Kitchen are concealed as far as possible while that on outer side of building are open.
 - b) All sanitary fittings are of standard make
 - c) Sewage drainage is of S.W. Pipes.
 - d) Counter basin for master toilet.
 - e) Septic tank of adequate capacity and soak pit is provided as per our Architect's drawing.
 - f) Concealed high quality wiring with modular switches.
 - g) Water Storage Tank:-

One pump set (Electric) is provided on the storage tank.

SCHEDULE-IV

COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE BUILDING:-

1. The expenses of maintaining, repairing, redecoration etc. of the main structure and in particular the roof, gutters and rain water pipes, gas pipes if any, enjoyed entrances, passages, landings and staircase used by him/her in common with others as aforesaid.
2. The cost of cleaning and lighting the passages, Club House, landings, staircases and other parts of the building, staircases and other parts of the building or enjoyed or used by the Allottee(s) in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of salaries of clerks, bill collectors, chowkidars.

- 5. The costs of maintenance of other lights and service charges.
- 6. Municipal and other charge of taxes to be paid in common for common areas.
- 7. Insurance of the building.
- 8. The running expenses as necessary or incidental for maintenance.
- 9. Such other expenses as necessary or incidental for maintenance and upkeep of the building.

IN WITNESS WHEREOF THE PARTIES HERETO AND HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

SIGNED DEALED AND DELIVERED
BY THE WITHIN NAMED PROMOTERS/S
M/s. PRATHAMESH BUILWEL

A Partnership firm

Through its Partner

1. MR. KUNDAN NANDKISHOR BUB

.....

2. MR. BHAGYESH SURESHCHSND KOTHARI

.....

SIGNED DEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER/S

1.MR.

.....

2. MR.

In presence of witnesses –

1. _____ 2. _____