



21/05/2024

सूची क्र.2

दुय्यम निबंधक : दु.नि. इगतपुरी

दस्त क्रमांक : 2108/2024

नोदणी :

Regn:63m

गावाचे नाव : पिंप्रीसद्रोदीन

(1)विलेखाचा प्रकार	रद्दलेख
(2)मोवदला	0
(3) वाजारभाव(भाडेपट्ट्याच्या वाढतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक इतर वर्णन : , इतर माहिती: , इतर माहिती: तुकडी जि. नाशिक पोस्ट तुकडी तालुका इगतपुरी पैकी मौजे पिंप्रीसद्रोदीन या गावाचे शिवारातील मिळकत यांसी गट नं.553/अ/554/अ पैकी मधील प्लॉट नं. 1 ते 54 व अॅमेनिटी प्लॉट(मंजूर ले-आऊट प्रमाणे प्लॉट नं.55)यांसी एकूण क्षेत्र 11998.04 चौ.मी.यावर बांधण्यात येणा-या मनोमय नेचर्स पॅराडाईज या प्रकल्पामधिल प्लॉट नंबर 12 यांसी हिस्सा नंबर 14 यांसी क्षेत्र 1852.87 चौ. मि.यावर बांधण्यात येणा-या व लिन्दी स्टुडिओ अपार्टमेंट या नावाने ओळखल्या जाणा-या इमारतीमधिल सी विंग मधील तिस-या मजल्यावरील युनिट/फ्लॅट नं. सी-401 यांसी चटई क्षेत्र 24.63 चौ.मी. व कन्हूर टेरेस/वाल्कणी क्षेत्र 6.36 चौ. मी. असे एकूण क्षेत्र 30.99 चौ.मी. ही मिळकत((GAT NUMBER : 553/अ/554/अ पैकी ; Plot Number : 1 ते 54 ;))
(5) क्षेत्रफळ	1) 30.99 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा:	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-राहुल वसंतराव घोगरे वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: घर नंबर 3-बी,, इमारतीचे नाव: रामानंद कॉलनी,, ब्लॉक नं: क्रांती चौक जवळ, , रोड नं: औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-AIVPG7626D 2): नाव:-संमती देणार 1.श्री.राजेंद्र बंडुजी खातळे 2. श्री.संजय बंडुजी खानळे 3.सौ.माया सुनिल खानळे4.श्री. भगवान पुंडलिक खातळे 5.श्री.बाळू पुंडलिक खातळे 6.श्री.गणेश पुंडलिक खातळे 7.विनायक भगवान पाटील तर्फे ज.मु. म्हणून के.बी.रोहमारे हौसिंग प्रा.लि.तर्फे संचालक श्री.अमित रमेश रोहमारे वय:-47; पत्ता:-प्लॉट नं: 25,, माळा नं: -, इमारतीचे नाव: विठ्ठल चरणी,, ब्लॉक नं: पाटील कॉलनी,, रोड नं: लेन नं.3,कॉलेज रोड,नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422005 पॅन नं:-ADKPR1879B
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-के.बी.रोहमारे हौसिंग प्रा.लि. तर्फे संचालक श्री.अमित रमेश रोहमारे वय:-47; पत्ता:-प्लॉट नं: 25,, माळा नं: -, इमारतीचे नाव: विठ्ठल चरणी,, ब्लॉक नं: पाटील कॉलनी,, रोड नं: लेन नं.3,कॉलेज रोड,नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422005 पॅन नं:-ADKPR1879B
(9) दस्तऐवज करून दिल्याचा दिनांक	21/05/2024
(10)दस्त नोंदणी केल्याचा दिनांक	21/05/2024
(11)अनुक्रमांक,खंड व पृष्ठ	2108/2024
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	



नोंदणी संतरची मिथम प्रत

दुय्यम निबंधक श्रेणी-१
इगतपुरी

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद

Document IS Will Revokation Type

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110/2108
Tuesday, May 21, 2024
11:27 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3042 दिनांक: 21/05/2024

गावाचे नाव: पिंप्रीसद्रोदीन

दस्तऐवजाचा अनुक्रमांक: इगत-2108-2024

दस्तऐवजाचा प्रकार: रद्दलेख

सादर करणाऱ्याचे नाव: के.बी.रोहमारे हौसिंग प्रा.लि. तर्फे संचालक श्री.अमित रमेश रोहमारे

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1400.00

पृष्ठांची संख्या: 70

एकूण:

रु. 1500.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:46 AM ह्या वेळेस मिळेल.

Sub Registrar Igatpuri

दुय्यम निबंधक श्रेणी- 9
इगतपुरी

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524149608816 दिनांक: 21/05/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001980254202425E दिनांक: 21/05/2024

बँकेचे नाव व पत्ता:

अ.ग. गोखले

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0524149608816	Date 14/05/2024
Received from K B ROHAMARE HOUSING PVT LTD, Mobile number 9422950355, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Igatpuri of the District Nashik.	
Payment Details	
Bank Name UBIN	Date 14/05/2024
Bank CIN 10004152024051408128	REF No. 619648261
This is computer generated receipt, hence no signature is required.	

इगतपुरी
दस्त क्र. (2906 / 1028)
2 / 100



नाशिक
सहायक उप-निदेशक
1

1	इगत	
	दस्त क्र. (2906/2024)	
	3 / 100	

Stamp Rs.500/-

Reg. Fees Rs.100/-

**DEED OF CANCELLATION OF
Agreement for Sale**

Registered at Sr. No. 2949/2020 on 16/12/2020

This **DEED OF CANCELLATION OF agreement for sale** is made at **Igatpuri** on this **21st** day of **MAY, 2024...**

BETWEEN

K. B. ROHAMARE HOUSING PVT. LTD. A COMPANY

Registered under the provisions of The Companies Act, 1956, having its registered office at 25, Vitthal Charni, Patil lane No. 3, Opp. Big Bazar, College Road, Nashik - 422005, through its Director

MR. AMIT RAMESH ROHAMARE

Age :- 47, Occ:-Business

Pan No. AAECK 0049 A

Aadhar No. 3947 6373 6560

Mobile No. 9822871903

E-mail:- rohamare.amit@gmail.com

Hereinafter called "**the Party No.1**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, representatives, administrators, executors, successors or assigns) OF THE **ONE PART.**

AND

1] Mr. Rajendra Banduji Khatale, 2]Mr. Sanjay Banduji Khatale, 3]Mrs. Maya Sunil Khatale, 4]Mr. Bhagwan Pundalik Khatale, 5]Mr. Balu Pundalik Khatale, 6]Mr. Ganesh Pundalik Khatale 7] Mr. Vinayak Bhagwan Patil

No. 1 to 7 through their constituted Attorney

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दस्त क्र. (290C/2028)
४ / ७०



K. B. ROHAMARE HOUSING PVT. LTD. A COMPANY

Registered under the provisions of The Companies Act, 1956,
having its registered office at 25, Vitthal Charni, Patil lane No.
3, Opp. Big Bazar, College Road, Nashik - 422005,
through its Director

MR. AMIT RAMESH ROHAMARE

Age :- 47, Occ:-Business

Pan No. AAECK 0049 A

Aadhar No. 3947 6373 6560

Mobile No. 9822871903

E-mail:- rohamare.amit@gmail.com

Hereinafter referred to as **THE CONSENTING PARTY**
(which expression unless repugnant to the context or
meaning thereof shall mean and include their respective
heirs, executors, administrators and assigns) PARTY OF THE
SECOND PART.

AND

MR. RAHUL VASANTRAO GHOGARE

Age :- 48, Years, Occupation:- Business,

Pan No. AIVPG 7626 D

Aadhar No. 7644 5483 1098

Mobile No. 9823288053

E-mail:- rahulghogare@rediffmail.com

R/o. House No. 3-B, Ramanand Colony, Near Kranti Chowk,
Aurangabad - 431 001.

Hereinafter called "**Party No.2**" (which expression shall,
unless repugnant to the context or meaning thereof, be
deemed to mean and include their heirs, representatives,
administrators, executors, successors or assigns) OF THE
OTHER PART.

3 दस्त क्र. (290C / 2028)

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WHEREAS the property mentioned in schedule-II written hereunder is sufficiently owned and possessed or otherwise sufficiently entitled to the Party No. 1 which is hereinafter referred to as '**Said Property**'.

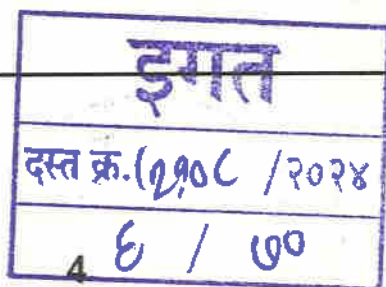
AND WHEREAS the party No. 1 is having clear and marketable title in respect of the said property.

AND WHEREAS the party No. 1 had entered into an Agreement for Sale in respect of the said property in favour of the party No. 2 and which was duly registered at the office of Sub Registrar Igatpuri vide document Sr. No. 2949/2020 on 16/12/2020 and accordingly the party no. 1 had agreed to sell the said property to the party No. 2 against the total consideration of **Rs. 11,00,000/- (Rupees Eleven Lakh only)** out of which the party No. 2 had paid an amount of **Rs. 8,00,000/- (Rupees Eight Lakh only)** towards the part payment to the party No. 1.

AND WHEREAS the parties herein are not able to complete the said sale transaction due to some technical reasons and therefore both the parties mutually decided to cancel the said transaction and agreement for sale dated 16/12/2020 bearing Sr. No 2949/2020. Accordingly after mutual discussions the party No. 1 and 2 agreed to cancel the said agreement for sale dated 16/12/2020.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THEREOF AS FOLLOWS:

- 1) That the Party No. 1, the consenting party and Party No.



2 hereby agreed that the Agreement of Sale dated 16/12/2020 registered in the office of Sub Registrar Igatpuri at Document Sr. No. 2949/2020 is hereby cancelled.

2) That the party 1 had repaid the amount as accepted by them from the party No. 2 in the following manner

Amount in Rs.	Description
8,00,000/-	Rupees Eight Lakh only paid by the party No. 1 to party No. 2 by way of Cheque No. 378257 dated 14/05/2024 drawn on State Bank of India, Thatte Nagar Branch, Nashik.
8,00,000/-	Rupees Eight Lakh only

The receipt of the above mentioned amount is hereby acknowledged by the party No. 2 and party No. 2 discharged the party No. 1 from the liability of the same.

3) That the party no. 2 hereby agreed that he has received the entire amount as paid by him to the party No. 1 hence he is not having any right, title, interest over the said properties. The party no. 2 hereby agreed that in future also he will not claim any right title or interest in respect of the said properties.

4) That the party No. 2 hereby declares that by virtue of the said agreement to sale in his favour, he has not created any encumbrance upon the said property nor has he entered into any further transaction with any third person in respect of the said property. Even otherwise if in future it is revealed that the party No. 2 has created any encumbrance upon the said property then they shall be solely liable to clear the same

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दस्ता क्र. (2906 / 2028)

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at his own cost and expenses. The party No. 2 agrees to indemnify or keep indemnified the party No. 1 against any such encumbrance.

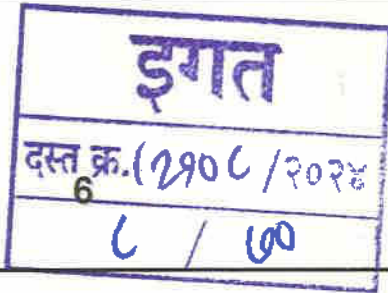
5) That the party No. 2 hereby declares that possession in relation to the said property was never handed over to them and that the possession remains with party No. 1 as absolute owner. The party No. 1 henceforth free to use, utilize and occupy or dispose off the said properties as per his will, wish and consent and the party No. 2 or any person claiming through him shall not have any right to obstruct the same.

6) That the original agreement for sale dated 16/12/2020 has been annexed to this cancellation deed as a part thereof at the time of registration. The party No. 2 hereby declares that by virtue of said agreement for sale they have not created any charge upon said property by way of deposition of said deed.

7) That since the consenting party is the landowner, they have been impleaded in the said agreement as confirming party.

8) And since the said transaction has been mutually cancelled by both the parties hereto, they declare that they both do not have any claim of damages or interest against each other.

9) That the present deed of cancellation is binding on the party No. 1 & 2 and their respective legal heirs and all persons claiming through them.



**First Schedule Above Referred to
Description of the land and all other details**

All that piece and parcel of the Non Agricultural landed property bearing Plot No. 1 to 54 and one Amenity Plot (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04 Sq.mtrs. out of **Gat No. 553/A/554/A P** of **village Pimprisadroddin**, Tal. **Igatpuri** & Dist. **Nashik** out of the said non agricultural plots properties "**LILY STUDIO APARTMENT**" is going to be constructed on Plots bearing **Plot No. 12** adm. **1852.87 Sq.mtrs. out of Hissa No. 14 (As per current 7/12 extract - Gat No. 553/A/554/A P/ Hissa No./14/ Plot No./12 area adm. 18.52.87 R.Sq.mtrs.)** which was bounded as under :-

On and towards East :- As per layout
On and towards West :- As per layout
On and towards South:- As per layout
On and towards North:- As per layout

**Schedule-II Above Referred to
Description of Apartment/Unit**

All that piece and parcel of the Constructed premises **Apartment/unit** constructed in project known as "**Manomay Nature's Paradise**" which is situated in the building known as "**LILY STUDIO APARTMENT**" bearing **UNIT / FLAT NO. C-401, on Third floor of WING - C** carpet area admeasuring **24.63 Sq. Mtrs. and covered Terrace / Balcony area adm. 6.36 Sq. Mtrs. Total area adm. 30.99 Sq.Mtrs.** and bounded as under

On and towards East :- Side Marginal Space
On and towards West :- Unit No. C-402
On and towards South:- Unit No. D-402 & 403
On and towards North:- Lobby, Stair case &
Unit No. C- 404

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IN WITNESS WHEREOF BOTH THE PARTYS HAVE PUT THEIR RESPECTIVE SIGNATURE AND SEALS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.



SIGNED AND DELIVERED BY THE
WITHIN NAMED
K.B.ROHAMARE HOUSING PVT. LTD.
through its Director
MR. AMIT RAMESH ROHAMARE
PARTY NO. 1

A.R. Rohamare



SIGNED AND DELIVERED BY THE
WITHIN NAMED
MR. RAHUL VASANTRAO GHOGARE
PARTY NO. 2

R.V. Ghogare



SIGNED AND DELIVERED BY THE
WITHIN NAMED **CONSENTING PARTY**

- 1] Mr. Rajendra Banduji Khatale,
- 2] Mr. Sanjay Banduji Khatale,
- 3] Mrs. Maya Sunil Khatale,
- 4] Mr. Bhagwan Pundalik Khatale,
- 5] Mr. Balu Pundalik Khatale,
- 6] Mr. Ganesh Pundalik Khatale
- 7] Mr. Vinayak Bhagwan Patil

through GPA holder

K.B.ROHAMARE HOUSING PVT. LTD.

through its Director

MR. AMIT RAMESH ROHAMARE
CONSENTING PARTY

A.R. Rohamare



Witnesses :-

1)

Rishikesh Manglikar

Rishikesh Manglikar

2)

Kiran Jaykar

Kiran Jaykar

घोषणा पत्र

आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म. रा. यांचे दि. ३०.११.२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून घेतलेली आहे.

सादर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणीप्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकांनी केलेल्या व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदारांसमक्ष निष्पादित केलेला आहे.

सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी अधिनियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाने / मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हास पुर्णपणे जाणीव आहे.

स्थावर मिळकतीविषय सध्या होत असलेले फसवणुक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत, याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला / आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

A.P. Jadhav

लिहून देणार सही

[Signature]

लिहून देणार सही

इगत
दस्त क्र. (2906 / 2028)
90 / 100





16/12/2020

सूची क्र.2

दुय्यम निबंधक : दु.नि. इगतपुरी

दस्त क्रमांक : 2949/2020

नोदणी :

Regn:63m

गावाचे नाव : पिंप्रीसद्रोदीन

(1) विलेखाचा प्रकार
(2) मोबदला
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

अॅग्रीमेंट दू सेल
1100000
942000

(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: नाशिक इतर वर्णन : , इतर माहिती: तुकडी जि. नाशिक पोट तुकडी तालुका इगतपुरी पैकी मौजे पिंप्रीसद्रोदीन या गावाचे शिवारातील मिळकत यांसी गट नं. 553/अ/554/अ पैकी मधील प्लॉट नं. 1 ते 54 व अॅमेनिटी प्लॉट (मंजूर ले-आऊट प्रमाणे प्लॉट नं. 55) यांसी एकूण क्षेत्र 11998.04 चौ.मी. यावर बांधण्यात येणा-या मनोमय नेचर्स पॅराडाईज या प्रकल्पामधील प्लॉट नंबर 12 यांसी हिस्सा नंबर 14 यांसी क्षेत्र 1852.87 चौ. मि. यावर बांधण्यात येणा-या व लिली स्टुडिओ अपार्टमेंट या नावाने ओळखल्या जाणा-या इमारतीमधील सी विंग मधील तिस-या मजल्यावरील युनिट/फ्लॅट नं. सी-401 यांसी चटई क्षेत्र 24.63 चौ.मी. व कच्हर टेरेस/बाल्कनी क्षेत्र 6.36 चौ. मी. असे एकूण क्षेत्र 30.99 चौ.मी. ही मिळकत (Survey Number : 553/अ/554/अ पैकी ; Plot Number : 1 ते 54 ;)

(5) क्षेत्रफळ

1) 30.99 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- के.बी. रोहमारे हौसिंग प्रा.लि. तर्फे संचालक श्री.अमित रमेश रोहमारे -- वय:-43; पत्ता:- प्लॉट नं. , माळा नं. , इमारतीचे नाव: , ब्लॉक नं. , रोड नं: 25, विठ्ठल चरणी, पाटील कॉलनी, लेन नं.3, कॉलेज रोड, नाशिक, महाराष्ट्र, शासु:ई.क्र. पिन कोड:-422005 पॅन नं:-AAECK0049A
2): नाव:- संमती देणार 1. श्री. राजेंद्र बंडुजी खातळे 2. श्री. संजय बंडुजी खातळे 3. सौ. माया सुनिल खातळे 4. श्री. भगवान पुंडलिक खातळे 5. श्री. बाळु पुंडलिक खातळे 6. श्री. गणेश पुंडलिक खातळे 7. विनायक भगवान पाटील तर्फे ज.सु. म्हणुन के.बी. रोहमारे हौसिंग प्रा.लि. तर्फे संचालक श्री.अमित रमेश रोहमारे वय:-43; पत्ता:- प्लॉट नं. , माळा नं. , इमारतीचे नाव: , ब्लॉक नं. , रोड नं: 25, विठ्ठल चरणी, पाटील कॉलनी, लेन नं.3, कॉलेज रोड, नाशिक, महाराष्ट्र, शासु:ई.क्र. पिन कोड:-422005 पॅन नं:-AAECK0049A

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- श्री. राहुल वसंतराव चोगरे -- वय:-44; पत्ता:- प्लॉट नं. , माळा नं. , इमारतीचे नाव: , ब्लॉक नं. , रोड नं: घर नंबर 3-बी, रामानंद कॉलनी, क्रांती चौक जवळ, , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-AIVPG7826D

(9) दस्तऐवज करून दिल्याचा दिनांक

16/12/2020

(10) दस्त नोंदणी केल्याचा दिनांक

16/12/2020

(11) अनुक्रमांक, खंड व पृष्ठ

2949/2020

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

22000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

11000

(14) शेर



नोंदणी नंतरची प्रथम प्रत

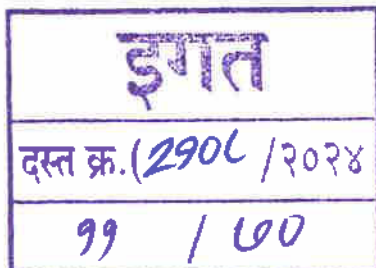
दुय्यम निबंधक श्रेणी-१
इगतपुरी

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



110/2949

पावती

Original/Duplicate

Wednesday, December 16, 2020

नोंदणी क्र.: 39म

12:02 PM

Regn.: 39M

पावती क्र.: 4512 दिनांक: 16/12/2020

गावाचे नाव: पिंप्रीसद्रोदीन

दस्तऐवजाचा अनुक्रमांक: इगत-2949-2020

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: श्री. राहुल वसंतराव घोशरे - -

नोंदणी फी

रु. 11000.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण:

रु. 12000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:14 PM ह्या वेळेस मिळेल.

Sub Registrar Igatpuri

बाजार मुल्य: रु. 942000/-

मोबदला रु. 1100000/-

भरलेले मुद्रांक शुल्क : रु. 22000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1212202002411 दिनांक: 16/12/2020

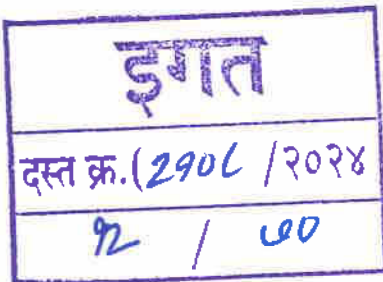
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 11000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH008237721202021E दिनांक: 16/12/2020

बँकेचे नाव व पत्ता:

2/12





CHALLAN
MTR Form Number-6



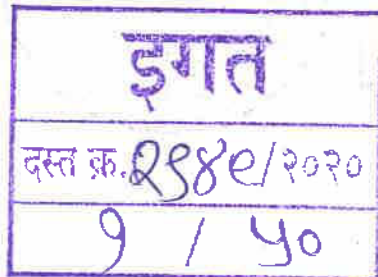
GRN	MH008237721202021E	BARCODE			Date	12/12/2020-11:21:23	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AAECK0049A			
Office Name IGT_IGATPURI SUB REGISTRAR				Full Name	K B ROHAMARE HOUSING PVT LTD			
Location NASHIK								
Year 2020-2021 One Time				Flat/Block No.	FLAT NO C-401 LILY STUDIO APPT			
Account Head Details		Amount In Rs.		Premises/Building				
0030046401 Stamp Duty		22000.00		Road/Street	VILLAGE PIMPRISADRODDIN IGATPURI			
0030063301 Registration Fee		11000.00		Area/Locality	NASHIK			
				Town/City/District				
				PIN	4 2 3 0 0 1			
<div>इगत दस्त क्र. (2906/2028) 93 / 00</div> <div>SEAL OF THE SUB-REGISTRAR निबंधक कार्यालय - १, इगतपुरी, महाराष्ट्र IGATPURI</div>				Remarks (If Any)				
				PAN2=AIVPG7626D-SecondPartyName=RAHUL VASANTRAO GHOGARE~				
Total		33,000.00		Amount In	Thirty Three Thousand Rupees Only			
				Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572020121264372	CKO6938726	
Cheque/DD No.				Bank Date	RBI Date	12/12/2020-11:24:22	Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

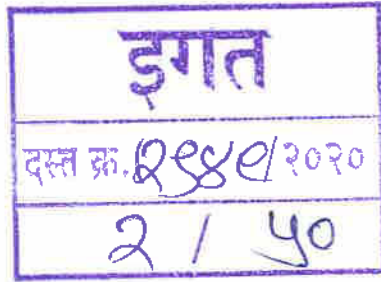
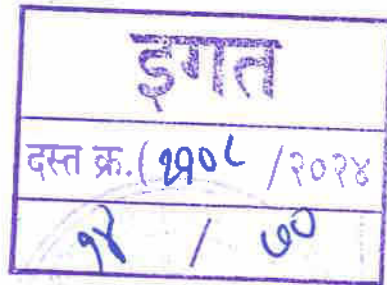
Mobile No. : 9822871903

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

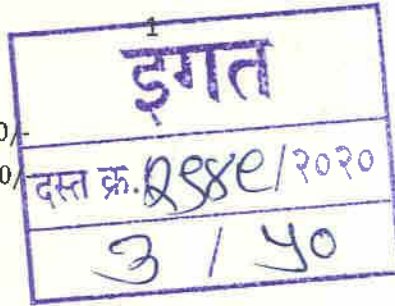
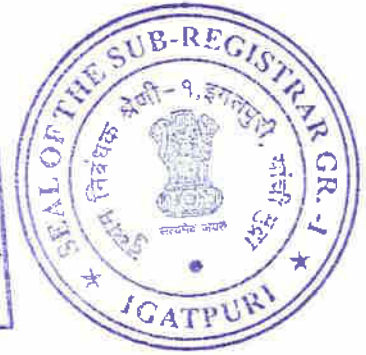
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तांसाठी लागू आहे. नोंदणी न करवयाच्या दस्तांसाठी सदर चलन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1212202002411	Date 12/12/2020
Received from K B ROHAMARE HOUSING PVT LTD, Mobile number 9822871903, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Igatpuri of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 12/12/2020
Bank CIN 10004152020121202239	REF No. CHF1677747
This is computer generated receipt, hence no signature is required.	

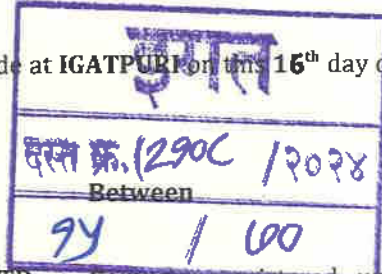


Govt. Valuation Rs. 9,42,000/-
 Consideration Amt. Rs.11,00,000/-
 Stamp Rs.22,000/-
 Reg. Fees Rs.11,000/-



AGREEMENT FOR SALE

This Agreement for Sale made at IGATPURI on this 16th day of December in the year Two Thousand and Twenty.....



K.B.ROHAMARE HOUSING PVT. LTD. a Company registered under the provisions of The Companies Act, 1956, having its registered office at 25, Vitthal Charni, Patil lane No. 3, Opp. Big Bazar, College Road, Nashik - 422005, through its Director **MR. AMIT RAMESH ROHAMARE** Age :- 43 Occ:- Business, R/o. 25, Vitthal Charni, Patil Colony Lane No.3, Opp. Big Bazar, College Road, Nashik-422005 **PAN NO. - AAECK 0049 A**

Hereinafter referred to as the "**Promoter/Builder/Developer/Vendor**".(Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Company and the Directors of the said Company, their executors and assignees) **PARTY OF THE FIRST PART.**

AND

1] Mr. Rajendra Banduji Khatale, 2]Mr. Sanjay Banduji Khatale, 3]Mrs. Maya Sunil Khatale, 4]Mr. Bhagwan Pundalik Khatale, 5]Mr. Balu Pundalik Khatale, 6]Mr. Ganesh Pundalik Khatale 7] Mr. Vinayak Bhagwan Patil through their constituted Attorney **K.B.ROHAMARE HOUSING PVT. LTD.** a Company registered under the provisions of The Companies, Act, 1956, having its registered office at 25, Vitthal Charni, Patil Colony Lane No. 3, Opp. Big Bazar, College Road, Nashik - 422005, through its Director **MR. AMIT RAMESH ROHAMARE** Age :- 43 Occ:-Business **PAN NO. AAECK 0049 A**

Hereinafter referred to as **THE CONSENTING PARTY** (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) **PARTY OF THE SECOND PART.**

AND

MR. RAHUL VASANTRAO GHOGARE

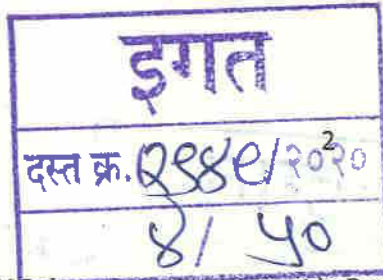
Age :- 44, Years, Occupation:- Business,

PAN NO. AIVPG 7626 D

R/o. - House No. 3-B, Ramanand Colony, Near Kranti Chowk, Aurangabad - 431 001.

Hereinafter referred to as the "**PURCHASER/THE ALLOTTEE**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, his/her successors, and permitted assignees alone so far as the obligations on the part of the Promoter concerned). **PARTY OF THE OTHER PART.**

WHEREAS the N.A. Plots property bearing **Plot No. 1 to 54 and one Amenity Plot** (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04 Sq.mtrs. out of **Gat No. 553/A/554/A P** of **village Pimprisadroddin**, Tal. Igatpuri & Dist. Nashik hereinafter referred to as said land more specifically described in schedule I is owned by the consenting party and possessed by the Promoter as Developer.



AND WHEREAS the consenting party vide Development Agreement and Power of Attorney dated 21-09-2017 have executed development agreement in favour of the promoter / party of the first part and in pursuance of the same the consenting parties have also executed the General Power of Attorney in favour of the Promoter / party of the first part on to do or cause to be done the acts, deeds and things mentioned in the said Power of Attorney. And the said Development agreement and GPA are registered at Sr. No. 2295/2017 and 2296/2017 at Sub Registrar Igatpuri.

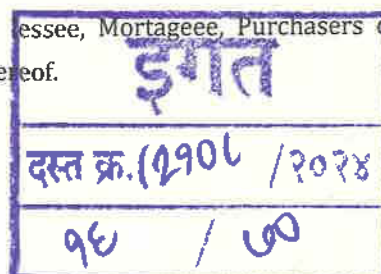
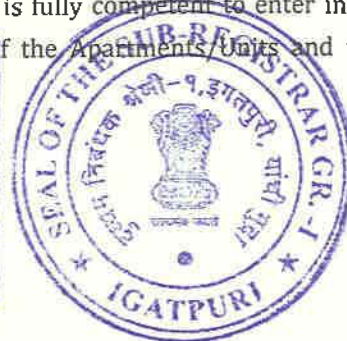
Thus by a Development Agreement and Power of Attorney dated 21-09-2017 Registered at SR.No. 2295/2017 and 2296/2017 at Sub Registrar Igatpuri between Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale & Mr. Vinayak Bhagwan Patil (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at N.A. Plots bearing Plot No. 1 to 54 and one Amenity Plot (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04 Sq.mtrs. out of Gat No. 553/A/554/A P of village Pimprisadroddin, Tal. Igatpuri & Dist. Nashik or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

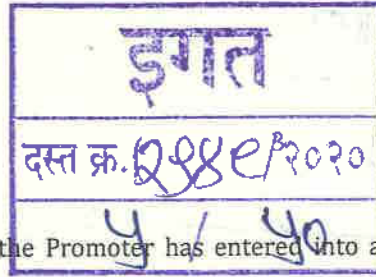
AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

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

AND WHEREAS, the Promoter has floated the ownership scheme on the said Land under the name and style of **MANOMAY NATURE'S PARADIZE** comprising of various buildings consisting of residential units. Though the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development in phases and accordingly has indentified/earmarked portion out of the project land as phase-I and is only subject matter of this agreement and the said project shall be known as "LILY STUDIO APARTMENT" hereinafter referred as "said Project" out of which UNIT / FLAT NO. C-401, WING - C, carpet area admeasuring 24.63 Sq. Mtrs. and covered Terrace / Balcony area adm. 6.36 Sq. Mtrs. Total area adm. 30.99 Sq. Mtrs. or thereabouts more particularly described in Schedule - II.

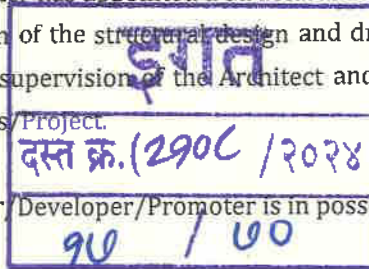
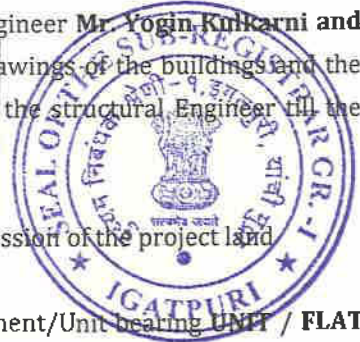
AND WHEREAS, the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments/units in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, Mortgagee, Purchasers of the Apartments/Units and to receive the sale price in respect thereof.





AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **Mrs. Sheetal Walunj and Mr. Dhiraj Walunj** who is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer **Mr. Yogin Kulkarni and Ganesh Kawale** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings/Project.



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

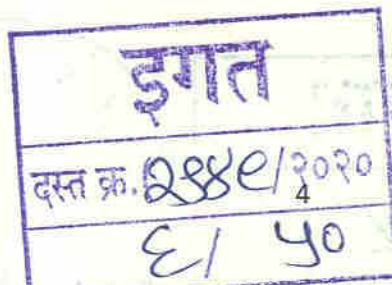
AND WHEREAS the Purchaser/Allottee is offered an Apartment/Unit bearing **UNIT / FLAT NO. C-401, WING - C, carpet area** admeasuring **24.63 Sq. Mtrs. and covered Terrace / Balcony area adm. 6.36 Sq. Mtrs. Total area adm. 30.99 Sq. Mtrs.** in the building known as **LILY STUDIO APARTMENT** (herein after referred to as the said "Apartment/Unit") being constructed in the **1st** phase of the said project, by the Promoter.

AND WHEREAS, the Allottee/Purchaser has demanded from the Promoter and the Promoter has given inspection to the allottees/Purchasers, of all the documents of Title relating to the said project described in the Schedule II hereunder written and also the plans, designs, and specification of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. After the Allottee's/Purchaser's enquiry, the Promoter herein has requested to the Allottee/Purchaser carry out independent search by appointing his/her/their owned attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottees/Purchasers has/have satisfied himself/herself/themselves in respect of the marketable title and rights and Authorities of the Promoter herein. That the Allottee/s/Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the developer up and until conveyance of the said building/phase/wing and the said land thereunder.

AND WHEREAS the Allottee/Purchaser has read and understood all the terms and conditions of the Development Agreement and Power Of Attorney in and between the Promoter and Consenting Party. Also the Purchaser has read and understood all the contents of the indemnity bonds undertakings, etc given by the Promoter to the Collector, Corporation, or any other authority, Quasi Govt. Authority, Govt. Authority and terms and conditions mentioned in Commencement certificate, Sanction Plans and drawings, N. A. order and Completion certificate (if any) and Allottee/Purchaser agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments/Units 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 building permissions/commencement Certificate as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C**. The said commencement certificate issued by Planning Authority (Rural) Nashik, Sub



Divisional Officer, Igatpuri Trimbakeshwar Sub Division, Nashik vide outward No. **Jamabandi / Ban.P.S.R. / 18/2017 Nashik dated 20/11/2017**. Accordingly the Building Plan was sanctioned by **Asstt. Director of Town Planning Nashik vide letter No. 2981 dtd. 17/10/2017**. Thereafter the Vendor / Developer / Promoter have revised the said building plan and got it sanctioned from Planning Authority (Rural) Nashik, Sub Divisional Officer, Igatpuri Trimbakeshwar Sub Division, Nashik vide outward No. **Jamabandi / Ban.P.S.R. / 07 /2019 Nashik dated 29/05/2019**. Accordingly the Building Plan was sanctioned by **Asstt. Director of Town Planning Nashik vide letter No. 787 dtd. 27/03/2019**. And as per the revised building plan the land owners / consenting party also execute the registered supplementary development agreement in favour of Vendor / Developer / Promoter. The said supplementary **development agreement is registered at Sr. No. 2130/2019 on 23/08/2019** at SRO Igatpuri.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the authenticated copies of the approved building plans as proposed by the Promoter and according to which the construction of the buildings are proposed to be constructed on the said project have been annexed hereto and marked as **Annexure C2**,

AND WHEREAS the clear block plan showing the project [Phase/Wing] which is intended to be constructed and to be sold and the said unit which is intended to be bought by the Allottee/Purchaser is in this said project [Phase/wing] which is clearly demarketed and marked and which is for the purpose of this agreement the project in which the unit stated that the Allottee/Purchaser intends to purchase and the allottee/purchaser shall have the right to claim the same for is marked as **Annexure C-3**,

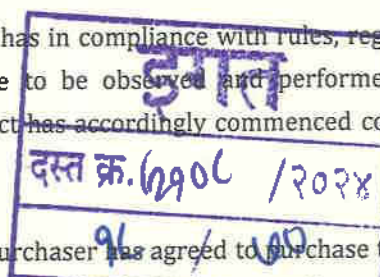
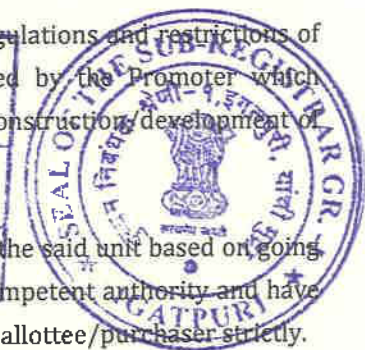
AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

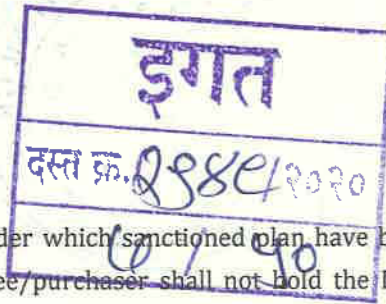
AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance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

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concern local authority which are to be observed and performed by the Promoter which constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the Allottee/Purchaser has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plan by respective competent authority and have further confirm that all such conditions shall be bound and abided by the allottee/purchaser strictly.

AND WHEREAS the Allottee/Purchaser on confirmation of accepting all the conditions of sanctioned plan by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/rules/





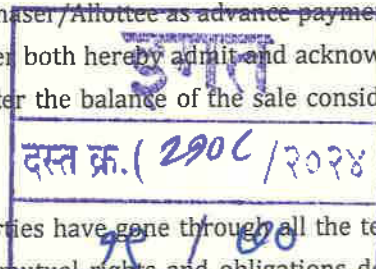
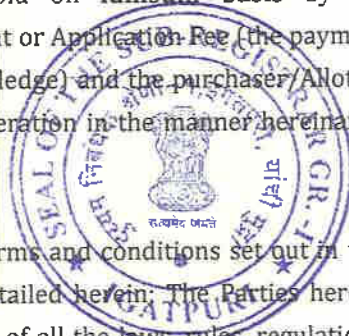
regulations under which sanctioned plan have been given shall not be binding on the allottee and that the Allottee/purchaser shall not hold the Developer/Promoter responsible for such contrary conditions.

AND WHEREAS the Promoter has registered the Said Project under the provisions of the **Real Estate (Regulations and Redevelopment) Act, 2016** with the Real Estate Regulatory Authority at **Mumbai** on **20/12/2017** under registration No. **P51600014658** have been annex and marked as **Annexure 'D'**;

AND WHEREAS, relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/Purchaser, the said Apartment/Unit at the price and on the terms and conditions, covenants, stipulations, and provisions herein after appearing.

AND WHEREAS the carpet area of the said Row BUNGALOW / Apartment / Unit is **24.63 square meters** and "**CARPET AREA**" means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Unit for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Promoter a sum of **Rs. 4,00,000/- (Rupees Four Lakh only)**, being part payment of the sale price/consideration of the Apartment/Unit agreed to be sold on **lumpsum basis** by the Promoter/Developer to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the purchaser/Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.



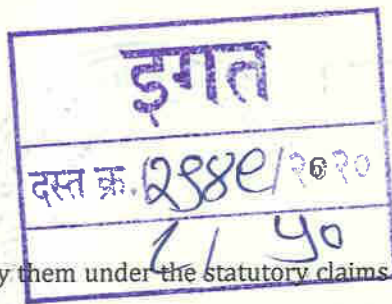
AND WHEREAS, the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Unit with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this present.

Notwithstanding anything stated in any other document/ allotment/letter given or communicated with the Allottee/Purchaser any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/Purchaser.

AND WHEREAS the Allottee/Purchaser is aware of the fact that the Promoter / Vendor / Consenting Party has entered or will enter into similar and /or separate Agreements with several other Allottees/purchasers, persons and parties in respect of Flat/Unit/Row Bungalow / Villas in the said project;

AND WHEREAS, this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the



same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and that the allottee/purchaser has not given any third party any right to enforce this said agreement unless the said unit/apartment is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT

The Promoter shall construct the said **LILY STUDIO APARTMENT** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment/Unit of the Purchaser/Allottee except any alteration or addition or modification in the sanction plan, layout plan, and specification of the building or common areas of the said phase which are required to be made by the Promoter in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any law of the state or central Govt. , for the time being in force.

2. CONSIDERATION /PRICE OF THE SAID APARTMENT/UNIT :-

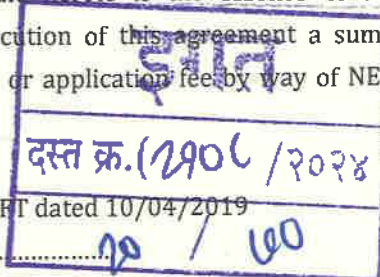
2.1 The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter hereby agrees to sell to the Allottee/Purchaser Apartment / Flat / Unit bearing **UNIT / FLAT NO. C-401, WING - C, carpet area admeasuring 24.63 Sq. Mtrs. and covered Terrace / Balcony area adm. 6.36 Sq. Mtrs. Total area adm. 30.99 Sq. Mtrs.** in the building known as **LILY STUDIO APARTMENT** (hereinafter referred to as "the Apartment/Unit") as shown in the Floor plan as thereof hereto annexed and marked **Annexures C-2 and C-3** for the consideration of **Rs. 11,00,000/-** (In words **Rs. Eleven Lakh only**).

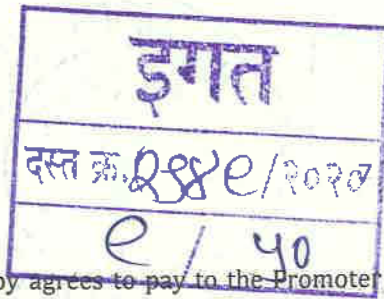
The sale of the said Unit is on the basis of Lump sum basis only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The Purchaser consents for the same and is aware that the consideration being lump sum will not change. The promoter has agreed to provide the amenities in the said Unit which are more particularly described in the annexure written hereto. The Allottee/purchaser agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of this agreement.

2.2 The Allottee/Purchaser agree and understand that timely payment towards purchase of the said Apartment/Unit as per payment plan/Schedule hereto is the essence of the Agreement. The Allottee/Purchaser has paid on or before execution of this agreement a sum of **Rs. 4,00,000/-** (Rupees **Four Lakh** only) as advance payment or application fee by way of NEFT in the following manner -

	Amount Rs.	Description
1]	4,00,000/-	Received by way of NEFT dated 10/04/2019

Rs.4,00,000/- Rs. Four Lakh only





And hereby agrees to pay to the Promoter the balance amount of Rs. 7,00,000/- (Rupees Seven Lakh only) in the following manner :-

Amount	Particulars
01] Rs. 7,00,000/-	To be paid at the time of possession.
Rs. 7,00,000/-	(Rupees Seven Lakh only)

2.3 The Total Price above **include Taxes** (consisting of tax paid or payable by the Promoter by way of Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Unit/Bungalow/Flat.

2.4 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. The Promoter shall charge the Allottee/Purchaser Separately for any upgradation/changes specifically request or approved by the Allottee/Purchaser in fitting, fixtures and specifications and any other facility which have been done on the Allottee's/Purchaser's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

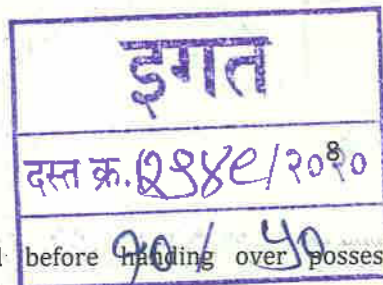
2.5 The Promoter herein on due date/or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by digital email to the Allottee/Purchase and the Allottee shall make payment of such due amount to the Promoter with in 7 days from date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, Cesses, charges etc. without any delay along with each installment.

3. INTEREST ON UNPAID DUE AMOUNT

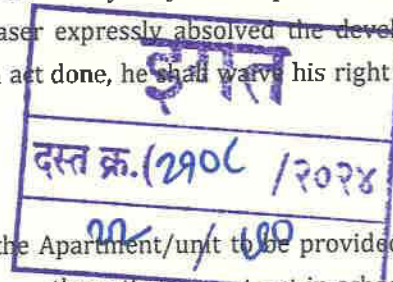
Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installment on the due dates, the allottee/purchaser shall be bound and liable to pay interest as per State Bank of India, highest Marginal Cost of lending rate + 2% per annum with monthly rest, on all the amounts which become due and payable by the allottee/purchaser to the promoter till the date of actual payment, provided that tender of the principal amount and interest or tender of the interest and expenses thereof shall not it self be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottees/Purchasers from time to time or on completion of the said project/apartment/unit, and the allottees/purchasers has/have agreed to pay the same as and when demanded before the possession of the said apartment/unit.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, State and or Central Govt. including environment department at the time of sanctioning the said plans or any time thereafter or at the time of granting completion certificate or any time thereafter.



The Promoter shall before handing over possession of the said Apartment/Unit to the Purchaser/Allottee herein, obtain from the concerned Planning/Local authority/Development Controlling Authority occupancy and/or completion certificates in respect of the Apartment/Unit. Notwithstanding any thing to the contrary contained herein, the Allottee /purchaser shall not be entitled to claim possession of the said apartment/unit, until the completion certificate is received from the local authority and the Allottee/Purchase has paid all dues payable under this agreement in respect of the said apartment/unit to the promoter and has paid the necessary maintenance amount/deposit, G.S.T. and other taxes payable under this agreement of the said Apartment/Unit to the promoter. However for the purpose of defect liability on towards the Developer, the date shall be calculated from the date of handing over possession to the Allottee/ Purchaser for fit out & interior work and that the said liabilities shall be those responsibilities which are not covered under the maintenance of the said Unit/Building/Phase/Wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the limits sold or in the building / phase/wing done by him /them or by any third person on and on behalf of allottee/purchaser, then the Allottee/Purchaser expressly absolved the developer from the same liability and specifically consent that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.



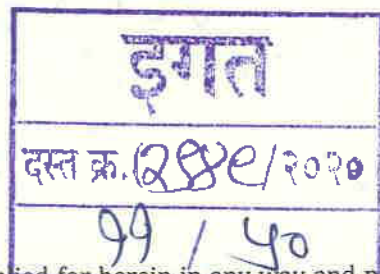
5. SPECIFICATION AND AMENITIES

The specification and Amenities of the Apartment/unit to be provided by the promoter in the said project and the said apartment/unit are those that are set out in schedule hereof. Common amenities for the project on the said land are stated in the schedule, annex hereto. In the project multi storied high rise building/wing are under construction and considering to maintain the stability of the building / wing and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per the policy of Promoter, there shall be no customization permitted inside the said apartment/unit. Changes such as Civil, Electrical, plumbing etc. shall not be allowed during the construction and till delivery of possession.

6. COMPLIANCE OF LAW RELATING TO REMITTANCE:-

6.1 The Allottee/purchaser if resident out side India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve bank of India Act, and Rules and Regulations made thereunder or any statutory amendment(s), Modification(s), made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc and provided the promoter with such permission, approvals which would unable the promoter to fulfill its obligation under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Act, 1999 or Statutory enactment or amendments thereof and the Rules and regulation of the Reserve Bank of India or any other applicable law. The Allottee/purchaser under stand and agrees that in the event of any failuer on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

6.2 The Promoter accepts no responsibility in this regard. The Allottee/Purchaser shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with the necessary formalities if any under the applicable law. The promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee/Purchaser and such third party shall not have any right in the application /Allotment of the



said apartment, applied for herein in any way and promoter shall be issuing the payment receipt in favour of the Allottee/Purchaser only.

7. POSSESSION OF THE APARTMENT/UNIT

7.1 Schedule for the possession of the said Apartment/ Unit

The Promoter agrees and understand that timely deliver of possession of the Apartment/Unit is the essence of the Agreement. Subject to the receipt of Full Consideration/ total price and dues of the promoter and taxes thereon are paid by the Allottee/Purchaser in respect of the said apartment/unit in terms of these presents, the Promoter, based on the approved plan and specification, assures to hand over the possession of the said Apartment/unit on **31/12/2023** Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment/Unit on the aforesaid date, and same shall not include the period of extension given by the Authority for Registration. Further, if the completion of building in which the Apartment/unit is to be situated is delayed on account of -

(i) war, civil commotion or Flood, Drought, Fire, Cyclone, earthquake, act of God ; or any calamity by nature affecting the regular development of the real estate project ("Force Majeure")

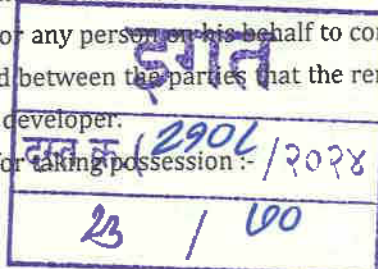
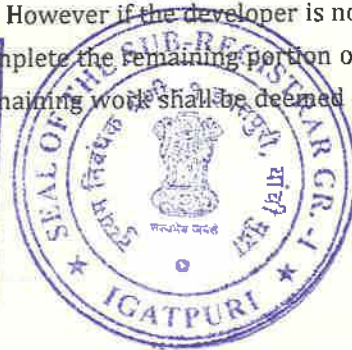
(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016, for reason where actual work of said project/building/phase/wing could not be carried by the Promoter as per the sanctioned plan due to specific Stay or injunction order 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. If, however, the completion of the project is delayed due the force majeure conditions then the allottee/purchaser agree that the promoter shall be entitle to the extension of the time for delivery of the possession of the Apartment/Unit, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agree and confirm that's, in the event it becomes impossible to the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund the Allottee/Purchaser, the entire amount received by the promoter from the Allotment/sale with in 30 days from that date. After any refund of any money paid the Allottee/Purchaser, Allottee/Purchaser agrees that he/she shall have any rights, claims, etc against the promoter and that the promoter shall be released and discharged from all it's obligations and liabilities under this agreement.

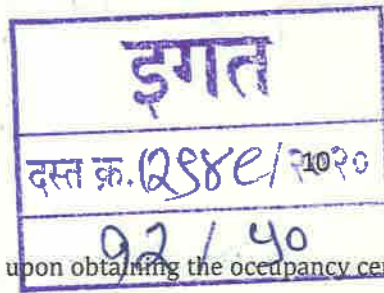
7.2 Schedule for the possession of the Common amenities :-

The Promoter herein is developing the said land which consist of various phase having common amenities like landscape Garden open Gym, Swimming pool, Children's Play Area, etc. the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over the said common amenities on **31/12/2023**. The Allottee/Purchaser herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/unit on the Ground of non Completion of aforesaid common amenities.

That the Allottee/Purchaser further agree that even where 'substantial Completion' of works has been done and after receiving OC from the Competent Authority the Possession of the said Unit shall be given. That Substantial Completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the Allottee/Purchaser or any person on his behalf to complete the remaining portion of the work, it shall be accepted by and between the parties that the remaining work shall be deemed to have been done as and against the developer.

7.3 Procedure for taking possession :-





The Promoter, upon obtaining the occupancy certificate from the local competent/planning authority shall offer in writing to the allottee/purchaser intimating that, the said apartment/unit is ready for use and occupations. The Allottee/purchaser herein shall inspect the said Apartment/Unit in all respect to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of consideration/total price and dues to the Promoter as per the terms and conditions of this agreement and take the possession of the said Apartment/unit within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers /allottees, as the case may be.

7.4 It shall be expressly agreed that what ever it is the responsibility of the Allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/Purchaser shall be solely responsible for the same.

7.5 Failure of Allottee/Purchaser to take possession of Apartment/unit :-

Upon receiving a written intimation from the Promoter as per clause 7.3, the purchaser/Allottee shall take possession of the Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Unit to the Purchaser/allottee. In case the Purchaser/Allottee fails or commit delay in taking possession of the said Apartment/unit within the time provided in clause 7.3 such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the promoter shall not be liable for the maintenance, wear and tear of the said Apartment/unit.

7.6 Possession by the Allottee/Purchaser

After obtaining the occupancy Certificate and handing over the physical possession of the said Apartment/unit to the Allottee/Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association/Society of the Allottee/Purchaser or the Competent Authority, as the case may be, as per the local laws.

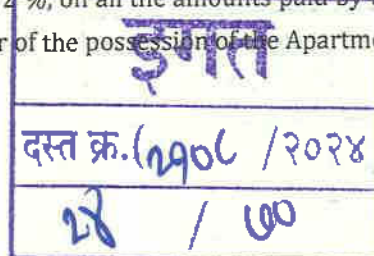
7.7 Compensation:-

That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/wing and the said land thereunder.

7.8 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the Promoter shall be liable, on demand to the allottee/s/Purchaser/a, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/unit, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Apartment.

8. TIME IS ESSENCE:-



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

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9. TERMINATION OF AGREEMENT:-

9.1. Without prejudice to the right of promoter to charge interest in terms of sub no.3 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/Purchaser committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

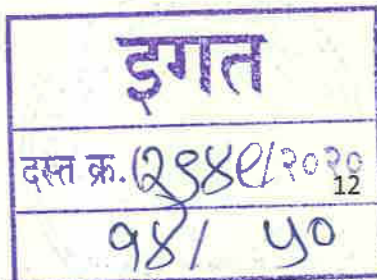
Provided that, Promoter shall give notice of 15 days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any administrative expenses of an amount of Rs. 50,000/- and / or any other expenses incurred by the promoter for such unit as requested by the Allottee/Purchaser or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Promoter and the Promoter herein shall be entitled to deal with the said apartment/unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

9.2. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee's/Purchaser's herein terminated as stated in sub-para 9.1 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee's/Purchaser's herein, in respect of the said apartment/unit, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

10. DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment/unit to the Allottee/ Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Apartment/unit or the building in which the Apartment/unit are situated or any defects on account of quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee's/Purchaser's shall not carry out any alterations of the whatsoever nature in the said apartment/unit of phase/ wing and in specific the structure of the said unit/wing/ phase of 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 Allottee's/Purchaser's shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such 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 and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment/unit by the Occupants, vagaries of nature etc.

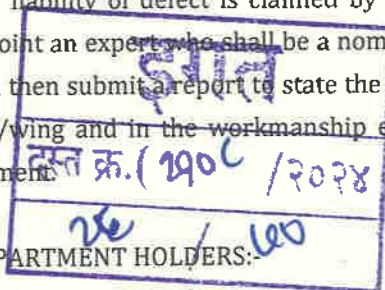
That it shall be the responsibility of the allottee/Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee's/Purchaser's the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments/Units/flats and the common project amenities wherever applicable.

That the allottee/Purchaser has been made aware and that the allottee/Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

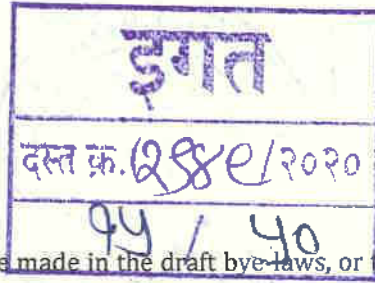
It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated by promoter who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ying and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement



11. FORMATION OF ORGANIZATION OF APARTMENT HOLDERS:-

11.1. Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees/Purchasers Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment/unit holders in the said project which is under construction on the said land.

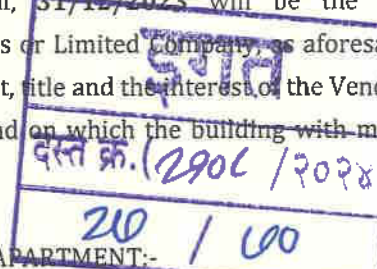
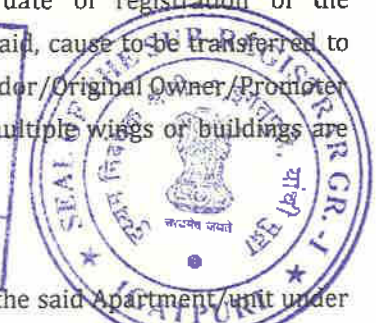
11.2 The Allottee/Purchaser along with other allottee(s) /Purchaser's of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decided and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/Purchaser, so as to enable the Promoter to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or



modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

11.3 The Promoter shall, 31/12/2023 will be the date of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

11.4 The Promoter shall, 31/12/2023 will be the date of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.



12. CONVEYANCE OF THE SAID APARTMENT:-

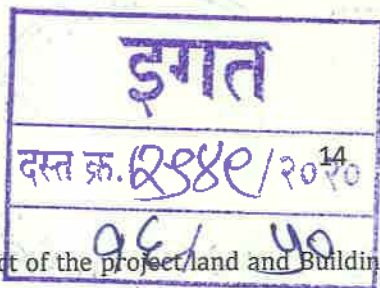
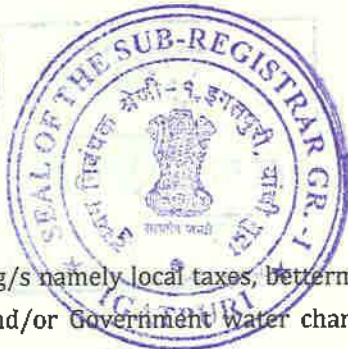
The Promoter, on receipt of complete amount of the Price of the said Apartment/unit under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the said unit not later than Six years and with proportionate indivisible share in the Common Areas on 31/12/2023 to the society/association/federation/limited company as may be formed all the right, title and interest of the promoter/original owner in the aliquot part of the said land i.e said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorities the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/Purchaser.

13. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

13.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed GST on the agreed consideration, for the transaction for sale of apartment/unit by the Promoter to the Allottee/Purchaser of the apartments/units and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee's/Purchaser's herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

13.2 If at any time, after execution of this agreement, the GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment/unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee's/Purchaser's. The Allottee's/Purchaser's hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee's/ Purchaser's the details of the taxes paid or demanded along with the acts/rules /notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

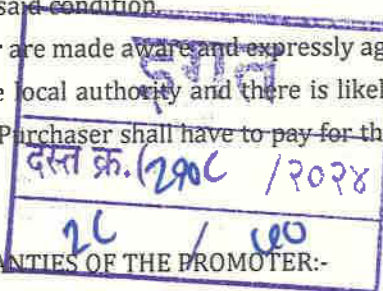
13.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser that the Apartment/unit is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment)



of outgoings in respect of the project/land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith, Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee's/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 1401/- per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

13.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee's/Purchaser of the said apartment/unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee's/Purchaser's along with interests and Allottee's/Purchaser's herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee's/Purchaser's in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment/unit being first encumbrance of the Promoter. The Allottee's/Purchaser's herein with due-diligence has accepted the aforesaid condition.

13.5 That the allottees/Purchaser are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee/Purchaser shall have to pay for the water charges either by tanker or any other form.



14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- All drawings, plans, are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee/ Purchaser and the allottee/Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee/Purchaser and based on these said details of the drawings an the calculations and areas shown, the allottee/Purchaser has agreed to take the said unit.