

Government Valuation Rs. -----/-

Consideration Amount Rs. -----/-

Stamp Duty Rs. -----/-

Reg. Fee Rs. -----/-

ARTICLES OF AGREEMENT/AGREEMENT FOR SALE

This ARTICLES OF AGREEMENT/AGREEMENT FOR SALE made and entered into on this _____ day of _____ 2021.

BETWEEN

VIVA HIGHWAYS LIMITED [CIN: U45200MH 2001 PLC171661 & PAN: AABCV3827E], a Public Limited Company duly incorporated under the Companies Act, 1956, having its registered office at S. No. 113/2,3rd Floor, Ashoka Business Enclave, Wadala Road, City: Nashik, PIN Code: 422009, State: Maharashtra, Country: INDIA and corporate office at S. No. 861, Ashoka House, Ashoka Marg, City: Nashik, PIN Code: 422011, State: Maharashtra, Country: INDIA, represented through its Director Mr. Anup Subhashchandra Katariya, authorized vide 'Board Resolution' dated 09/06/2020 annexed hereunder [Referred to as the '**Owner/Promoter**' which expression shall unless repugnant

to the context or meaning thereof be deemed to mean and include its directors, authorized signatories, executors and/or permitted assigns].

.....PARTY OF THE FIRST PART

AND

1) Mr. -----
PAN: -----
Age: ----- Years, Occupation:- -----
2) Mrs. -----
PAN: -----
Age:----- Years, Occupation:- -----
Both Residing at -----
----- [Referred to as the
'Allottee'];

The term **'Allottee/s'** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/ their respective directors/ designated partners/ partners, authorized signatories, executors, permitted assigns and/or person/ persons claiming through/ by/ under him/her/it/them.

.....PARTY OF THE SECOND PART

The terms 'Owner/Promoter/Developer' and 'Allottee/s' are hereinafter individually referred to as the **'PARTY'** and jointly referred to as the **'PARTIES'**.

WHEREAS:

SR NO	HEADINGS	PARTICULARS
1.	PROJECT LAND	WHEREAS , the 'Owner/Promoter is owner & possessor of the land bearing survey no. 11/1/1A/1/3plot/1 to 5/1 admeasuring 3456.12 Sq. Mtrs. more particularly described in the 'Schedule I'], situated at Village Dasak, Taluka Nashik within the limits of the Nashik Municipal Corporation and within registration district of Nashik and Sub Registration District Nashik. Hereinafter referred to as Said Land
2.	DEVOLUTION OF TITLE & PROCUREMENT OF SANCTIONS	AND WHEREAS: a. i) Owner/Promoter has purchased the Non Agricultural plot no. 1 an area admeasuring 1393.62 Sq. Mtrs. out of Survey no 11/1/1A/3 from Karda Constructions Pvt. Ltd. through its Director Mr. Naresh Jagumal Karda on 07/04/2017 vide Sale Deed which is registered at the office of Sub Registrar, Nashik at Sr. No. 2063/2017, the name of Owner/Promoter i.e. M/s. Viva Highways Limited is entered into the record of Rights by Mutation Entry No. 15819. ii) The Owner/Promoter has purchased the Non Agricultural Plot no. 1 to 5 + 25 Sq. Mtrs. area of M.S.E.B. and area 312-50

Sq.mtrs. out of plot no.6 from M/s. Arya Associates Partnership Firm through its Partner 1. Hitesh H. Patel (HUF) through its Karta Shri. Hitesh Hansraj Patel, 2. Shri. Kinjal N. Dudhagara, 3. Shri. Pravinbhai H. Patel 4. Shri. Subhash Harilal Bhalodiya by way of sale deed which is registered in the office of Sub. Registered, Nashik-6, at Sr. No. 2065/2014 on 25/08/2014. Accordingly the Owner/Promoter i.e. **M/s. Viva Highways Limited.** was entered into the record of Rights by certifying the Mutation Entry No. 14505.

- b. The present Owner/Promoter obtain the permission to amalgamate plot no 1 to 5 out of survey no. 11/1/1A/1 from Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik vide letter no. Ambad/Plot amalgamation /SSN/MNC/ C-4/15 dtd.11/02/2015. Accordingly old 7/12 extract of plot no. 1 to 5 are close and new 7/12 extract of land bearing survey no.11/1/1A/1 Plot no. 1+2+3+4+5 area admeasuring 2062.50 Sq. mtrs. is created.
- c. Dy. Collator, Nashik has given permission to change use of land into the Non Agricultural purpose vid order no. Maha/kaksh/ N.A.P./ 35/ 1997 dated 26/3/1999 in respect of land bearing survey no 11/1/1A/1 & and lay out of said land is sanctioned by Assistant Director, Town Planning Nashik Municipal Corporation, Nashik vide letter no. Nagarrachana/Final/ 92/1997 dt. 27/3/1997.
- d. Dy. Collator, Nashik has given permission to change use of land into the Non Agricultural purpose vid order no. Maha/kaksh/ N.A.P./ 690/ 1997 dated 12/03/1999 in respect of land bearing survey no 11/1/1A/3 & and lay out of said land is sanctioned by Assistant Director, Town Planning Nashik Municipal Corporation, Nashik vide letter no. Nagarrachana/Final/116/1147/1997dt. 19/02/1998.
- e. Owner/Promoter has amalgamated Plot no.1 out Survey No. 11/1/1A/3 & Plot No.1+2+3+4+5 out of Survey No. 11/1/1A/1 and submitted lay-out plan for approval in the office of Assistant Director, Town Planning Nashik Municipal Corporation, Nashik and Assistant Director, Town Planning Nashik Municipal Corporation, Nashik has approved/sanctioned lay out plan vide letter no. LND/BP/C4/10802/187 dtd. 15/12/2017. Accordingly old 7/12 extract of survey no. 11/1/1A/1 Plot no. 1+2+3+4+5 & Survey no. 11/1/1A/3 plot no. 1 are close and new 7/12 extract of land bearing survey no. survey no. 11/1/1A/1/3plot/1 to 5/1 area admeasuring 3456-12 Sq. mtrs. is created'.

- f. Thus the Owner/Promoter is legal owners of and is well and sufficiently entitled to all those peace and parcel of the land more specifically described in the **Schedule-I** and is in peaceful possession of the same and the owners / Owner/Promoter is entitled to develop the said land.
- g. The permission for commencement of construction on the 'Said Project Land' has been obtained vide an 'Order' dated 15.06.2019, bearing No. LND/BP/C4/ 26/2019 issued by the Nashik Municipal Corporation annexed hereto and marked as **Annexure '1'**

3. DESCRIPTION OF THE SAID PROJECT

AND WHEREAS, in pursuance of the above, the 'Owner/Promoter' with an intention to develop the 'Said Land' has obtained the sanction of the building plan/s pertaining to the 'Said Land' and the 'Owner/Promoter' has proposed to construct on the 'Said Land', a Residential & commercial project of **02 [TWO] Building (A Wing)** comprising of Basement Parking Floor + parking + Shops on Ground + Shops upto 2 Floors+ Residential flats 3rd floor up to 14th Upper floors and **(B Wing)** comprising of Basement Parking Floor + parking + Residential flats 1st floor up to 13th Upper floors flats under the name and style of "**ATHARVA HEIGHTS**" [Referred to as the '**Said Project**'] with an ultimate aim of selling, conveying and/or disposing off the Commercial Shops/Offices/Units/ Flats in the 'Said Project' thereupon to individual purchaser/s and/or company/s and/or private and/or public body/ies and/or any party/ies or person/s.

4. APPOINTMENT OF ARCHITECT, STRUCTURAL ENGINEER & OTHER PERSONNEL

AND WHEREAS,

- a. The 'Owner/Promoter' herein, with an intention of developing the 'Said Land', has appointed Mr. Pankaj Jadhav having his Office at Nashik [**'Said Architect'**] and has entered into a standard agreement with the 'Said Architect', registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- b. The 'Owner/Promoter' has appointed Mr. Ajinkya Magar as structural engineer/s [**'Said Engineer'**] for the preparation of structural designs and drawings, with an intention to construct the 'Said Project' thereupon.
- c. The 'Owner/Promoter' may also be appointing electrical/ plumbing/ mechanical engineer/s to design the electrical systems of the 'Said Project' such as transformers, cabling, wiring, meter room, etc.
- d. The 'Owner/Promoter' may also appoint a landscape architect

to design various landscaping features of the ‘Said Project’ such as plantation, amenities, entrance gates, etc.

- e. The ‘Owner/Promoter’ accepts the professional supervision of the ‘Said Architect’ and the ‘Said Engineer’ together with the other personnel/ professionals appointed therein, till the completion of the ‘Said Project’ however, without waiving the right to change the ‘Said Architect’ and/or the ‘Said Engineer’ and/or the other personnel/ professionals appointed therein, during the construction or prior to completion of the ‘Said Project’.

5. REGISTRATION OF THE SAID PROJECT	AND WHEREAS, has registered the ‘Said Project’ under the provisions of the ‘Real Estate [Regulation and Development] Act, 2016’ [Referred to as ‘ RERD Act ’] with the Real Estate Regulatory Authority of Maharashtra at Serial No. P51600015843, an authenticated copy.
6. RIGHT OF THE OWNER/PROMOTER	AND WHEREAS, by virtue of the aforementioned ‘Sale Deed’ dated 27.08.2014, ‘Sale Deed’ dated 07.04.2017, the ‘Owner/Promoter’ herein has the sole and exclusive right to sell, transfer, convey, dispose off the Shops/ Offices/ Units/ Flats in the ‘Said Project’ and to enter into agreements for sale with the Allottee/s of the Shops/ Offices/ Units/ Flats and to receive the sale price thereof.
7. TITLE CERTIFICATE	AND WHEREAS, the ‘Owner/Promoter’ has obtained from its Attorney/Advocate Mrs. Minal Manoj Kenge, a ‘Title Report & Certificate’ in respect of the ‘ Said Land / Project Land’ and an authenticated copy of the said ‘Title Report/ Certificate’, is annexed hereto and marked as Annexure ‘2’ and is treated as part and parcel of this agreement.
8. VILLAGE FORMS	AND WHEREAS, the authenticated copy/ies of the Extract of Village Forms VI and VII and XII showing the nature of the title of the ‘Owner/Promoter’ to the ‘Project Land’ on which the ‘Said Project’ is proposed to be constructed, is annexed hereto and marked as Annexure ‘3’ .
9. SANCTIONED LAYOUT PLAN/S OF THE SAID PROJECT	AND WHEREAS, a. The authenticated copy/ies of the plan/s of the layout as approved by the concerned Local Authority and construction plan/s of the Buildings and open spaces proposed to be provided for on the ‘Said Project’ have been annexed hereto and marked as Annexure ‘4’. b. The ‘Owner/Promoter’ has almost got all the approvals from the concerned Local Authority/ies in relation to the plans, the

specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authority/ies from time to time, so as to obtain Final Building Completion Certificate (or) Full Occupancy Certificate in relation to the ‘Said Project’, as a whole.

- c. The concerned Local Authority and/or Government, while sanctioning the said plans, has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the ‘Owner/Promoter’ while developing the said ‘Said Land’ and the ‘Said Project’ and upon due observance and performance of which only the building completion or occupancy certificate in respect of the Building/s and/or the ‘Said Project’, as a whole shall be granted by the concerned Local Authority.

10. DISCLOSURE REGARDING LITIGATION	AND WHEREAS, there are no litigations pending as on the date of execution of this ‘Agreement’ to the knowledge of the ‘Owner/Promoter’, before any Court of law with respect to the ‘Said Land’ or the ‘Said Project’.
11. COMMENCEMENT OF THE CONSTRUCTION OF THE SAID PROJECT	AND WHEREAS, in pursuance of above, the ‘Owner/ Promoter’ has accordingly commenced construction of the ‘Said Project’ <i>[being a phase on the ‘Project Land’]</i> in accordance with the said sanctioned plans.
12. DESCRIPTION OF THE SAID UNIT	AND WHEREAS, the ‘Allottee/s’ has/have applied to the ‘Owner/Promoter’ for allotment of the following: Residential Flat -----in the ‘Said Project’ -----, admeasuring Carpet Area ----- Mtrs. i.e. ----- Sq. Ft. & Balcony area ----- Mtrs. ----- Sq.Ft. situated on the -----; [Collectively referred to as the ‘Said Flat’], more particularly described in the ‘Schedule of Property – II’ hereunder and more particularly delineated on the authenticated copies of the plans and specifications of the ‘Said Flat’, annexed hereto and marked as Annexure ‘5’.
13. DEFINITION OF CARPET AREA & EXPLANATION	AND WHEREAS, for the purposes of clarification, the term ‘Carpet Area’ means the net usable floor area of the ‘Said Flat’, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the ‘Said Flat’ for exclusive use of the ‘Allottee/s’ or verandah area and exclusive open terrace area appurtenant to the ‘Said Flat’ for exclusive use of the ‘Allottee/s’, but includes the area covered by the internal partition walls of the ‘Said Flat’. Explanation: The ‘Carpet Area’ stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta,

drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the ‘Said Flat’ and also include the areas covered by the internal columns attached to the walls / pillars.

14. NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS & FACILITIES

AND WHEREAS, the ‘Allottee/s’ shall be entitled to the proportionate share in the usage of the common areas and facilities, the restrictive nature, extent and description of which is more particularly described and mentioned in Annexure ‘7’ annexed hereto, adjoining/ appurtenant/ abutting the ‘Said Flat’ agreed to be acquired by the ‘Allottee/s’.
15. AMENITIES AND SPECIFICATIONS OF THE SAID UNIT

AND WHEREAS, the amenities and specifications pertaining to the ‘Said Flat’, including the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like elevators to be provided by the ‘Owner/Promoter’ in the building comprised within the ‘Said Project’, are shown in the list annexed hereto and marked as Annexure ‘6’.
16. TOTAL SALE CONSIDERATION [SAID UNIT]

AND WHEREAS, the total sale consideration for the ‘Said Flat’ is **Rs -----/- [Rupees ----- Only]** payable in accordance with the milestones/stages as mentioned in the ‘Schedule of Consideration and Payment of Installments – III’ hereunder.
17. ADVANCE PAYMENT

AND WHEREAS, prior to the execution of these presents the ‘Allottee/s’ has/ have paid to the ‘Owner/Promoter’ a sum of **Rs. -- -----/- [Rupees ----- Only]** being part payment of the ‘Total Sale Consideration’ of the ‘Said Flat’ agreed to be sold by the ‘Owner/Promoter’ to the ‘Allottee/s’ as advance payment [or] Booking/ Application Fee [the payment and receipt whereof the ‘Owner/Promoter’ hereby admits and acknowledges] and the ‘Allottee/s’ has/have agreed to pay to the ‘Owner/Promoter’ the balance of the ‘Total Sale Consideration’ in the manner hereinafter appearing.
18. COMPLETION OF THE SAID UNIT & SPECIFICATIONS THEREOF

AND WHEREAS,
The construction of the ‘Said Flat’ together with the construction of the Common Areas & Facilities within the ‘Said Project’ shall be completed on 30/06/2025.
The dates mentioned hereinabove are subject to variation as accepted under the provisions of the applicable laws.
19. AGREEMENT IN RESPECT OF OTHER UNITS AND BUILDINGS IN THE SAID PROJECT

AND WHEREAS, the ‘Allottee/s’ is/are aware of the fact that the ‘Owner/Promoter’, has entered or will enter into similar and/or separate agreements, including but not limited to articles of agreement, agreement/s for sale, agreement/s to lease, lease deed/s, leave and license agreement/s, business conducting agreement/s, business operating agreement/s and such other

persons and parties in respect of the commercial Shops/ Offices/ Units/Flats in the ‘Said Project’.

20. INSPECTION OF ALL DOCUMENTS BY THE ALLOTTEE

AND WHEREAS, the ‘Owner/Promoter’ had requested the ‘Allottee/s’ to carry out independent necessary search by appointing his/her/its/their own Advocate and on demand from the ‘Allottee/s’, the ‘Owner/Promoter’ has given inspection to the ‘Allottee/s’ of all the documents of title relating to the ‘Said Land’ and the plans, designs and specifications prepared by the ‘Said Architect’ and of such other documents as are specified under the ‘RERD Act’ and the rules and regulations made there under and the ‘Allottee/s’ has/have satisfied himself/herself/ itself/themselves about the plans, designs and specifications of the ‘Said Flat’, title of the ‘Owner/Promoter’ to the said ‘Said Land’ including the right to allot and sell the ‘Said Flat’.
21. REGISTRA-TION REQUIRE MENT

AND WHEREAS, under Section 13 of the ‘RERD Act’, the ‘Owner/Promoter’ is required to execute a written agreement for sale of the ‘Said Flat’ with the ‘Allottee/s’, being in fact these presents and also to register the said ‘Agreement’ as per the provisions of the Registration Act, 1908.
22. WILLINGNESS TO ENTER INTO THIS AGREEMENT

AND WHEREAS,

a. the ‘Allottee/s’ has/ have agreed to purchase the ‘Said Flat’ on the basis that all the conditions in the sanctioned plans and other permissions granted by the respective competent authority shall be binding on the ‘Allottee/s’ as well as on the ‘Owner/Promoter’ strictly;

b. 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.

c. In accordance with the terms and conditions set out in this ‘Agreement’ and as mutually agreed upon by and between the PARTIES, the ‘Owner/Promoter’ hereby agrees to sell and the ‘Allottee/s’ hereby agrees/ agree to purchase the ‘Said Flat’ as specified in **[Recital Point 12.]** hereinabove.

NOW THIS 'AGREEMENT' IS WITNESSETH AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS:

1.1. Definitions:

In this 'Agreement', unless the context otherwise requires, the following terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

1.1.1. 'Agreement' shall mean this 'Articles of Agreement'/'Agreement for Sale' executed between the PARTIES herein.

1.1.2. 'Cheque Bouncing Charges' shall mean the charges payable by either PARTY to this 'Agreement' on account of dishonor of any cheque issued pursuant to this 'Agreement' for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to 2.5% [Two Point Five Percent] of the value of the cheque in question. If the 'Cheque Bouncing Charges' thereto are not paid within a period of 30 [Thirty] Days from the date the cheque is not cleared in the first instance, the 'Cheque Bouncing Charges' shall increase to 5% [Five Percent] of the value of the cheque issued.

1.1.3. Defect Liability Period' means a period of 05 [Five] Years from the date of handing over the possession of the 'Said Flat' to the 'Allottee/s' herein.

1.1.4. 'Liquidated Damages' means and includes the damages determined by and between the PARTIES at the time of entering into this 'Agreement'.

1.1.5. 'Said Land/ Project land' shall mean all that piece and parcel of land admeasuring 3456.12 Sq. Mtrs.. from and out of the survey no.11/1/1A/1/3 plot/1 to 5/1 situated at Village Dasak, Taluka Nashik within the limits of the Nashik Municipal Corporation and within registration district of Nashik and Sub Registration District Nashik, more particularly described in the '**Schedule of Property – I**' written hereunder.

1.1.6. 'Said Project' shall mean the Commercial & Residential project being constructed under the name and style "**ATHARVA HEIGHTS**", comprising of **02 [TWO] Building (A Wing)** comprising of Basement Parking Floor + parking + Shops on Ground + Shops upto 2 Floors+ Residential flats 3rd floor up to 14th Upper floors and **(B Wing)** comprising of Basement Parking Floor + parking + Residential flats 1st floor up to 13th Upper floors.

1.1.7. **'Said Flat'** shall mean the 'Said Flat' in the 'Said Project' as stated hereinabove more specifically described in **'Schedule of Property –II'** written hereunder.

1.1.8. **'Structural Defect'** shall mean any manufacturing defect related to the load bearing structure of the building comprised in the 'Said Project' caused on account of willful neglect of the 'Owner/Promoter' and shall not include defects related to the non-load bearing elements or water proofing and/or defects caused by normal wear and tear, negligent use of the 'Said Unit' or the building comprised in the 'Said Project' by the 'Allottee/s', abnormal fluctuations in weather conditions and temperatures, abnormal/ torrential rains, etc.

1.2. **Interpretations:**

1.2.1. Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa;

1.2.2. Persons include companies and all other legal entities;

1.2.3. Any reference to any specific statute or statutory provision includes references to any statutory modification, extension or re-enactment of such statute or statutory provision and to any bye-laws, orders, regulations, ordinances or other subordinate legislation made under such statute or statutory provision from time to time;

1.2.4. Where any PARTY to this 'Agreement' comprises more than one person then the obligations and liabilities of that PARTY under this 'Agreement' shall be joint and several liabilities of those persons;

1.2.5. The 'Allottee/s' confirms/confirm and warrants/warrant that 'Liquidated Damages' is a genuine pre – estimate of the loss or damage that is likely to be suffered by the 'Owner/Promoter' on account of breach of the terms of this 'Agreement' by the 'Allottee/s'. The 'Liquidated Damages' are arrived at having regard to various factors including but not limited to the cost of construction, the cost of funds raised by the 'Owner/Promoter', the ability or inability of the 'Owner/Promoter' to resell the 'Said Flat', etc. The 'Allottee/s' waives/ waive his/her/its/their right to raise any objection to the payment or determination of 'Liquidated Damages' in the manner and under the circumstances set out herein;

1.2.6. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event

happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day;

1.2.7. Any reference to the words “hereof”, “herein”, “hereto”, “hereinabove” and “hereunder” and words of similar import when used in this ‘Agreement’ shall refer to Clauses or Schedules or Annexures of this ‘Agreement’ as specified therein;

1.2.8. The Recitals above shall form part and parcel of this ‘Agreement’ and shall be read in conjunction with this ‘Agreement’.

2. NAME OF THE PROJECT:

Notwithstanding anything contained herein, it is specifically agreed between the PARTIES hereto that, the ‘Owner/Promoter’ herein has decided to name the ‘Said Project’ as **“ATHARVA HEIGHTS”**. The ‘Said Project’ to be developed on the ‘Said Land’ shall always be known by such name or by such other name as may be desired by the ‘Owner/Promoter’. This covenant shall be binding upon the successors in title of the ‘Owner/Promoter’ and/or the ‘Allottee/s’ including the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders in perpetuity.

3. SCOPE OF WORK:

3.1. The ‘Owner/Promoter’ shall construct the ‘Said Project’ in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time. The present sanctioned layout/plans, the proposed layouts/plans, the present and proposed FSI/TDR statement have been furnished to the ‘Allottee/s’ and who has/ have independently scrutinized and satisfied himself/ herself/ themselves/ itself of all aspects relating thereto. Without materially and substantially adversely or prejudicially affecting the ‘Said Flat’ agreed to be acquired by the ‘Allottee/s’, the ‘Owner/Promoter’ shall be however entitled to make any variations, alterations or amendments in the scheme of development of the ‘Said Land’/ ‘Project Land’, the other phases and/or sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity etc. for the more beneficial use and enjoyment of the ‘Said Project’ or any part/s thereof and/or of the lands contiguous or adjoining or in the vicinity of the ‘Said Project’ and/or the structure/s constructed or to be constructed thereon or if desired by the ‘Owner/Promoter’. The ‘Allottee/s’ shall not object to the aforesaid and hereby grants/ grant his/her/its/their specific irrevocable consent to the same. Provided further that the ‘Owner/Promoter’ shall have to obtain prior consent in writing of the

'Allottee/s' in respect of variations or modifications which may adversely affect the 'Said Flat' of the 'Allottee/s' except any alteration or addition required by any local authorities/ Government/ due to change in law.

- 3.2. The 'Owner/Promoter' and the 'Allottee/s' hereby agree, to observe, perform and comply with all the terms, conditions stipulations and restrictions which may have been or may be imposed by the concerned local authority/ Government at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the 'Said Flat' to the 'Allottee/s', obtain from the concerned local authority occupancy and/or completion certificate/s in respect of the 'Said Flat'.
- 3.3. The 'Owner/Promoter' may make such minor additions or alterations as may be required by the 'Allottee/s' or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the 'Said Architect' or 'Said Engineer' after proper declaration and intimation to the 'Allottee/s'.
- 3.4. The 'Owner/Promoter' has informed the 'Allottee/s' and the 'Allottee/s' hereby confirms/confirm and acknowledges/ acknowledge that the 'Project Land' is being developed by the 'Owner/Promoter' in a phase-wise manner to be determined by the 'Owner/Promoter' in its absolute discretion from time to time and the 'Allottee/s' herein undertakes/ undertake not to raise any objection/s on any ground whatsoever and shall not obstruct the construction in any manner.

4. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

- 4.1. The 'Allottee/s' hereby declares/ declare that before the execution of this 'Agreement', the 'Owner/Promoter' has made full and complete disclosure and the 'Allottee/s' has/ have taken full and free inspection, inter alia, of the following documents & details:
 - 4.1.1. Nature of the title of the 'Owner/Promoter' to the 'Project Land' along with the relevant Deeds & Documents;
 - 4.1.2. All the plans sanctioned by the Nashik Municipal Corporation in respect of the 'Said Project' proposed to be constructed on the 'Project Land';
 - 4.1.3. The common amenities and facilities of the 'Said Project';
 - 4.1.4. Nature and particulars of fixtures, fittings, specifications and amenities to be provided in the 'Said Flat' hereby agreed to be sold;

4.1.5. The Nature of organization of persons to be constituted of all Allottee/s of the Shops/ Offices/ Units/Flat in the 'Said Project' to which title is to be passed.

4.2. The 'Allottee/s hereby confirms/ confirm that he/ she/ it/ they has/have satisfied himself/ herself/ itself/ themselves of the title to the 'Said Flat' and all incidental matters thereto and the 'Allottee/s' henceforth shall not be entitled to challenge or question the title and the right/ authority of the 'Owner/Promoter' with respect to the 'Project Land' and to enter into this 'Agreement'.

5. DETAILS OF THE 'SAID FLAT':

5.1. The 'Allottee/s' hereby agrees/ agree to purchase from the 'Owner/Promoter' and the 'Owner/Promoter' hereby agrees to sell the following to the 'Allottee/s':

5.1.1. A Residential **Flat No. -----, ----- Wing**, in the 'Said Project' admeasuring carpet area ----- **Sq. Mtrs.** i.e. ----- **Sq. Ft. & balcony area ----- Sq.Mtrs. i.e. ----- Sq.M.**, situated on the - -----;

[Collectively referred to as the '**Said Flat**'], more particularly described in the '**Schedule of Property – II**' hereunder and more particularly delineated on the authenticated copies of the plans and specifications of the 'Said Flat' annexed hereto and marked as **Annexure '5'** along with the use of the proportionate share in the common areas and facilities, the nature, extent and description of which is more particularly described and mentioned in **Annexure '6'** annexed hereto, adjoining/ appurtenant/ abutting the 'Said Flat' agreed to be acquired by the 'Allottee/s'. The amenities and specifications pertaining to the 'Said Flat', including the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like elevators to be provided by the 'Owner/Promoter' in the building in which the 'Said Flat' is situated, are shown in the list annexed hereto and marked as **Annexure '7'**.

5.2. The 'Said Flat' hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the 'Allottee/s' undertake/s that the 'Said Flat' shall not be used by the 'Allottee/s' for any other purpose whatsoever.

6. CONSIDERATION:

6.1. The 'Allottee/s' agrees/agree and admits/ admit that the total sale consideration for the 'Said Flat' is Rs -----/- [Rupees ----- Rupees Only] [Referred to as the '**Total Sale Consideration**'].

- 6.2. The 'Allottee/s' agrees/ agree and admits/ admit to pay the 'Total Sale Consideration' for the 'Said Flat', in accordance with the milestones/ stages as mentioned in the **'Schedule of Consideration and Payment of Installments – III'** hereunder. It is conveyed by the 'Owner/Promoter' to the 'Allottee/s' that the construction work of the 'Said Flat' is required to be completed by the 'Owner/Promoter', by using and utilizing the consideration payments and other charges agreed to be paid by the 'Allottee/s', strictly in terms of and in accordance with the 'Schedule of Consideration and Payment of Installments – III' mentioned hereunder. On completion of the specified stage of construction, the 'Owner/Promoter' shall raise the payment demand letter to the 'Allottee/s', as prescribed in this 'Agreement'. The prescribed period for payment of required amounts shall be **15 [Fifteen] Days** from receipt of such payment demand letter by any medium of recorded dispatch/ e-mail, failing which the same shall be considered as delay/ default on part of the 'Allottee/s' herein. It is also understood by the 'Allottee/s' that it is his/her/its/their sole obligation and lawful duty to pay the agreed consideration, strictly as per the prescribed 'Schedule of Consideration and Payment of Installments – III', as it is well understood by the 'Allottee/s' that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in **[Clause 15]** hereunder is completely based upon the timely payment by the 'Allottee/s', along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the 'Allottee/s' that any delay in payment in accordance with the 'Schedule of Consideration and Payment of Installments – III' mentioned hereunder shall automatically postpone the period of possession of the 'Said Flat' by period of delay in payment on part of the 'Allottee/s' and the 'Allottee/s' shall be solely liable for the consequences of delay in construction arising there from and in such case the 'Allottee/s' shall be solely responsible for reimbursing such damages thereby suffered by the 'Owner/Promoter'.
- 6.3. In addition to the 'Total Sale Consideration' mentioned herein, the 'Allottee/s' hereby agree/s and undertake/s to additionally pay, within **15 [Fifteen] Days** of the 'Owner/Promoter' giving written notice to the 'Allottee/s', if and as demanded by the 'Owner/Promoter':
- 6.3.1. The expenses, charges share of registration fees for the final Transfer Deed/ Deed of Conveyance of the 'Said Flat' in favor of the 'Allottee/s';
- 6.3.2. Any Goods and Services Tax [GST], Local Body Tax [LBT], Works Contract Tax, With-holding Tax/ Tax Deductible at Source [TDS], other Cesses, Charges, etc. or any other similar taxes, paid or payable by the 'Owner/Promoter', in any other form or under any other name, as may be levied by the

Central/ State/ Municipal Government and/or made applicable in future or with retrospective effect including the increments and penalties thereof, in connection with carrying out and constructing the 'Said Project';

- 6.3.3. The expenses towards electricity meter/ sub-meter/ transformer and other charges as mentioned in [Clause 8] hereunder.
- 6.4. The 'Allottee/s' agrees/ agree that the 'Owner/Promoter' shall not be bound to follow the chronological order of any of the above stages/ installments as mentioned in the 'Schedule of Consideration and Payment of Installments –III' and that the 'Owner/ Promoter'shall have complete liberty to choose the chronology of the stages of construction and its respective installments. The 'Owner/Promoter' is also entitled to merge or consolidate two or more installments at its sole discretion, by simultaneously executing the contemplated work in the said installment.
- 6.5. Subject to the terms of this 'Agreement' and the 'Owner/Promoter' abiding by the construction mile stones, the 'Allottee/s' shall make all payments, on demand by the 'Owner/Promoter', within the stipulated time as mentioned in the Payment Schedule by NEFT/ RTGS/ Demand Draft or through local A/c Payee Cheque/s only in favor of 'Viva Highways Limited' State Bank of India Br. Old Agra Road, Nashik bearing A/c No.37576851894 payable at Nashik or at par at these stations. Only after the Cheque/ Demand Draft has been cleared and the amount has been credited to the designated banking account of the 'Owner/Promoter' as mentioned herein, then the 'Owner/Promoter' shall give effect of the same to the account of the 'Said Flat' of the 'Allottee/s' with such amount after deducting the commission of the Bank *[if any]*, charged by the bank.
- 6.6. The 'Total Sale Consideration' is escalation-free, save and except escalations/ increases, due to increase on account of development/ betterment charges payable to the Competent Authority/ies and/or any other increase in charges which may be levied or imposed by the Competent Authority/ies and/or Local Bodies/ Government from time to time. The 'Owner/Promoter' undertakes and agrees that while raising a demand on the 'Allottee/s' for increase in development/ betterment charges, costs or levies imposed by the Competent Authority/ies and/or Local Bodies/ Government, the 'Owner/Promoter' shall enclose the said notification / order/rule/regulation published/ issued in that behalf along with the demand letter being issued to the 'Allottee/s', which shall only be applicable on subsequent payments.
- 6.7. The 'Owner/Promoter' may allow, in its sole discretion, a rebate for early payments of equal installments payable by the 'Allottee/s' by

discounting such early payments at such rate as may be determined by the 'Owner/Promoter', for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the 'Allottee/s' by the 'Owner/Promoter'.

- 6.8. In case any cheque is returned unpaid or in the event of dishonor of any payment instruments or any payment instructions by or on behalf of the 'Allottee/s', for any reason whatsoever, then the same shall be treated as a default and the 'Owner/Promoter' may at its sole discretion be entitled to exercise any recourse available herein. Furthermore, the 'Owner/Promoter' shall intimate the 'Allottee/s' regarding the dishonor of the cheque and the 'Allottee/s' shall be liable to promptly tender a Demand Draft of the outstanding amounts including the interest payable from the due date till the date of receipt by the 'Owner/Promoter' on all the amounts as well as including the 'Cheque Bouncing Charges' as stated in **[Clause 1.1.2]** within 07 [Seven] Days from the receipt of notice of dishonor from the 'Owner/Promoter', failing which, the 'Owner/Promoter' shall be entitled to cancel the allotment of the 'Said Flat' subject to the provisions mentioned hereunder. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the 'Owner/Promoter' under this 'Agreement' nor shall be construed as Cancel by the 'Owner/Promoter' on such delay.
- 6.9. In case the 'Allottee/s' has/ have availed a loan from any Bank/ Financial Institution and there is any delay by the Bank/ Financial Institution of the 'Allottee/s' in issuing the installments/ consideration Cheque/s, the 'Allottee/s' shall not be excused for such delay in payment of installment/ consideration by the Bank/ Financial Institution of the 'Allottee/s' and in such a case the 'Allottee/s' shall make an alternate arrangement for payment of such installment/ consideration within the committed time. In case the 'Allottee/s' personally arranges/ arrange to make payment of any installment/ consideration due to the failure of the Bank/Financial Institution of the 'Allottee/s' to pay such installment/ consideration within the specified time and subsequently when the Bank/ Financial Institution of the 'Allottee/s' issues/ issue Cheque/s or makes/ make payment towards such delayed installment/ consideration, the earlier payments made by the 'Allottee/s' against such delayed installment/ consideration shall be adjusted against the next installment/ consideration due. The 'Allottee/s' agrees/ agree and admits/ admit that such Cheque/s paid by the 'Allottee/s' in lieu of payments to be made by his/her/its/their Bank/ Financial Institution, shall not be considered to be Security Cheques, but shall be deemed to be issued towards the installments payable to the 'Owner/Promoter' against the 'Total Sale Consideration' payable for the 'Said Flat'.

7. DEFAULT OF PAYMENT & TERMINATION:

- 7.1. If the 'Allottee/s' commits/commit a default or delay in payment of any of the instalments as mentioned in the 'Schedule of Consideration and Payment of Installments – III' [or] any other amounts due and payable by the 'Allottee/s' under this 'Agreement' *[including his/her/its/their proportionate share of taxes levied by the concerned local authorities and other outgoings, on its/their respective due dates [Time being the essence of this 'Agreement']*, the 'Owner/Promoter' shall be entitled to charge and receive interest as specified in the Real Estate [Regulation and Development] Rules, 2017 [Referred to as '**RERD Rules**'], for every month of delay, until the payment of such amounts due. Furthermore the 'List of Outgoings' as mentioned herein is provisional in nature and the 'Owner/Promoter' reserves the right to amend/alter/modify and revise the list of outgoing expenses exclusively payable by the Allottee/s.
- 7.2. Without prejudice to the right of the 'Owner/Promoter' to charge and receive interest in terms of the preceding [Clause 7.1], in case the 'Allottee/s' delays/ delay or defaults/ default in making payment on the due date, of such amounts due and payable by the 'Allottee/s' to the 'Owner/Promoter' under this 'Agreement', on more than 03 [Three] occasions totally, the 'Owner/Promoter' shall, at its own option, be entitled to terminate this 'Agreement'. **PROVIDED THAT**, the 'Owner/Promoter' shall give notice of 15 [Fifteen] days in writing to the 'Allottee/s', by Registered Post A. D at the address provided by the 'Allottee/s' and electronic mail at the E-mail Address provided by the 'Allottee/s', of its intention to terminate this 'Agreement' and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate this 'Agreement'. If the 'Allottee/s' fails/ fail to rectify the breach or breaches mentioned by the 'Owner/Promoter' within the period of notice then at the end of such notice period, the 'Owner/Promoter' shall be entitled to terminate this 'Agreement'.
- 7.3. Upon termination of this 'Agreement' as aforesaid, the 'Owner/Promoter' shall refund to the 'Allottee/s' within a period of 30 [Thirty] days of such termination, the installments which may till then have been paid by the 'Allottee/s' to the 'Owner/Promoter', subject to adjustment and recovery of the following:
 - 7.3.1. Any Tax Deductible at Source [TDS], Goods & Services Tax [GST], Local Body tax [LBT], Works Contract Tax, Cesses, Charges, etc., that may be recovered by the 'Owner/Promoter' and paid to the concerned Government Authority;
 - 7.3.2. Agreed Liquidated Damages of an amount equivalent to 10% [Ten Percent] of the 'Total Sale Consideration' in respect of

the 'Said Flat', towards the loss of time, opportunity, administrative charges, expenses, damages, compensation, etc;

PROVIDED THAT, if in case the 'Allottee/s' has/ have availed a Bank Loan, the 'Owner/Promoter' shall be entitled to firstly pay the dues of the Bank and collect the original documents lying with the Bank and only thereafter, pay the residual amount, if any to the 'Allottee/s'. The 'Allottee/s' hereby consents/ consent and authorises/ authorize the 'Owner/Promoter' to collect the documents directly from the Banker's of the 'Allottee/s' against payment of the loan amount then outstanding.

- 7.4. The 'Allottee/s' agrees/agree that, the 'Allottee/s' shall accept the amount payable as per **[Clause 7.3]** hereinabove wherein, all his/her/its/their rights, title and interest in the 'Said Flat' shall stand extinguished and the 'Allottee/s' shall be liable to simultaneously execute and register a 'Deed of Cancellation', in respect of the 'Said Flat', as may be required by the 'Owner/Promoter'.
- 7.5. The 'Owner/Promoter' shall confirm the final 'Carpet Area' of the 'Said Flat' that has been allotted to the 'Allottee/s' after construction of the 'Said Project' is complete and the Occupation [or] Completion Certificate is granted by the competent authority/ies, by furnishing details of the changes, if any, in the 'Carpet Area' of the 'Said Unit', subject to a standard variation/ fluctuation cap of 03% **[Three]** Percent.
- 7.6. The 'Total Sale Consideration' payable in relation to the 'Carpet Area' of the 'Said Flat' shall be recalculated upon confirmation by the 'Owner/Promoter'. If there is any reduction in the 'Carpet Area' of the 'Said Flat' beyond the defined limit, then the 'Owner/Promoter' shall refund the excess amount paid by the 'Allottee/s' within 45 **[Forty Five]** Days with annual interest at the rate as specified in the 'RERD Rules', from the date such excess amount was paid by the 'Allottee/s'. If there is any increase in the 'Carpet Area' of the 'Said Flat' allotted to the 'Allottee/s' beyond the defined limit, then the 'Owner/Promoter' shall demand such additional amount from the 'Allottee/s', as per the next milestone/stage of the 'Schedule of Consideration and Payment of Installments – III'. All these monetary adjustments shall be made at the same rate per square meter as agreed in **[Clause 6.1]** herein.
- 7.7. The 'Allottee/s' authorizes/ authorize the 'Owner/Promoter' to adjust/ appropriate all payments made by him/her/it/them under any head/s of dues against lawful outstanding/s, if any, in his/her/its/their name, as the 'Owner/Promoter' may in its sole discretion deem fit and the 'Allottee/s' undertakes/undertake not to object/ demand/ direct the 'Owner/Promoter' to adjust his/her/its/their payments in any manner.

8. MAINTENANCE AND MANAGEMENT CONTRIBUTION AND OTHER CHARGES/ DEPOSITS/ EXPENSES:

- 8.1. The 'Owner/Promoter' shall maintain a separate account in respect of amounts received by the 'Owner/Promoter' from the 'Allottee/s' as advance or deposit and/or sums received on account of the share capital and entrance fee for the promotion of the Ultimate Body/ Apex Body/Federal Society/Co-operative Society/Condominium of Apartment Holders and/or towards the outgoings legal charges, electricity meter/ sub-meter/ transformer charges and deposits, etc. and shall utilize the amounts only for the purposes for which they have been received.
- 8.2. The 'Allottee/s' agrees/ agree and admits/ admit that, within 15 [Fifteen] Days after a notice in writing is given by the 'Owner/Promoter' to the 'Allottee/s' that the 'Said Flat' is ready for use and occupancy, the 'Allottee/s' shall be liable to bear and pay the proportionate in respect of the 'Project Land' and the 'Said Project' such as local taxes, development charges, betterment charges or such other levies by the concerned local authority and/or Central/ State/Local Government, water charges, insurance, common lights/ electricity repairs and salaries of clerks and/or bill collectors, chowkidars/watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the 'Project Land' and the 'Said Project'.
- 8.3. The 'Allottee/s' agrees/ agree and admits/ admit that until the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders is formed and the 'Project Land' and the building comprised within the 'Said Project' is/are transferred to such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders, the 'Allottee/s' shall pay to the 'Owner/Promoter' such proportionate share of outgoings as may be determined by the 'Owner/Promoter'.
- 8.4. The 'Allottee/s' state and declare that, at his/her/its/their sole and absolute discretion, he/she/it/they has/ have agreed and opted to pay such outgoings/ maintenance charges and the amounts as determined hereunder to the 'Owner/Promoter' to carry out the maintenance.
- 8.5. Up and until conveyance in the manner as specified herein, the 'Allottee/s' shall be liable to bear and pay to the 'Owner/Promoter' from the date of handing over the possession of the 'Said Flat ' his/her/its/their share of the common area maintenance charges for the management, maintenance and upkeep of the 'Said Project', 'Project Land' and the common areas within it, in addition to (i) the cost associated with consumption of diesel or any other fuel, water consumption and electricity/ HVAC consumption within the 'Said Flat';

(ii) Property Taxes and (iii) local taxes, development charges, betterment charges or such other levies by the concerned Local Authority and/or Central/ State/ Local Government, water charges, insurance, common lights/ electricity repairs and salaries of clerks and/or bill collectors, chowkidars/ watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the 'Project Land' and the 'Said Project'. The 'Allottee/s' shall pay the following common area maintenance charges per month to the 'Owner/Promoter' for the following period to carry out the common area maintenance:

A sum in the range of Rs. 1,00,000/- to be determined in finality and in consonance with the situation at the time of possession so as to be commensurate and equitable with the intent for which the Parties have entered into these presents.

8.6. It is specifically clarified that on conveyance being executed for the 'Said Land' and the building comprised within the 'Said Project', the aforesaid deposits/ provisional monthly contribution/ corpus [less deduction/s provided for in this 'Agreement'] shall be paid over by the 'Owner/Promoter' to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders so formed, as the case may be.

8.7. The 'Allottee/s' agrees/ agree and admits/ admit that the 'Allottee/s' shall, on or before delivery of possession of the 'Said Flat', keep deposited with the 'Owner/Promoter', the following amounts:

- | | | |
|--------|-------------|---|
| 8.7.1. | Rs. -----/- | Towards deposits of electrical receiving and sub-station provided in Layout; |
| 8.7.2. | Rs. -----/- | Towards maintenance deposit/corpus fund. |
| 8.7.3. | Rs. -----/- | Towards 12 postdated cheques of Rs. 1401.42/- for monthly maintenance charges |
| 8.7.4. | Rs. -----/- | Towards legal charges. |

8.8. At the time of registration of conveyance of the building comprised within the 'Said Project' and conveyance of the 'Project Land', the 'Allottee/s' shall pay to the 'Owner/Promoter', his/her/its/their share of stamp duty and registration charges payable, by the said Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/Condominium of Apartment Holders on such conveyance or any document or instrument of transfer in respect of the building comprised within the 'Said Project' and the 'Said Land' to be executed to and in favor of the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/Condominium of Apartment Holders.

8.9. The Owner/Promoter' reserves its right:

- 8.9.1. To have the maintenance, management and administration of the 'Said Land', the 'Said Project' as well as the specified infrastructure, common areas and amenities provided therein, by a separate maintenance & services company to prevent disruption, control costs and expenses and to ensure uniform and continuous availability of maintenance, management and administration to the extent possible;
 - 8.9.2. In this regard, to appoint property maintenance company/ies or agency/ies to look after the maintenance management, administration and servicing of the 'Said Land', the 'Said Project' and any specified areas, amenities, infrastructure and services; and
 - 8.9.3. To enter into agreement/s with such property maintenance company/ies or agency/ies for maintenance management, administration and servicing of the common facilities of the 'Said Land', the 'Said Project' and any specified areas, amenities, infrastructure and services. The 'Allottee/s' and the Ultimate Body/ Apex Body/Federal Society/Co-operative Society/Condominium of Apartment Holders, as the case may be, shall be bound by such agreement/s.
- 8.10. In pursuance of the above, notwithstanding the conveyance of the 'Said Project' and the 'Said Land' to and in favor of the Ultimate Body/Apex Body/Federal Society/Co-operative Society/ Condominium of Apartment Holders, the 'Allottee/s' agrees/ agree that:
- 8.10.1. Taking into consideration the need and necessity of the 'Owner/Promoter' to have the overall control of the 'Said Project' including maintenance and management of all common areas, facilities, amenities and services to maintain and manage the ambience, peaceful existence and orderly atmosphere of the 'Said Project', in the interest of the 'Allottee/s' as envisaged by the 'Owner/Promoter', the 'Owner/Promoter' may by itself or through a Property Maintenance and Services Company/ Agency undertake the maintenance of the common amenities and facilities together with general management and supervision of the 'Said Project' through such Property Maintenance and Services Company/Agency. The 'Allottee/s' agrees/ agree not to object at any time to the appointment of any such Property Maintenance and Service Company/ Agency being appointed for the maintenance, management, supervision and administration of the 'Said Project'. If appointed, such Property Maintenance and Services Company/ Agency shall be entitled to charge, receive and collect the contribution as mentioned above from the 'Allottee/s'.

- 8.10.2. Post appointment of any Property Maintenance Company or Agency, the 'Allottee/s' shall pay the common area maintenance charges as mentioned above to such Property Maintenance Company or Agency to carry out common area maintenance and thereafter the 'Allottee/s' shall pay such common area maintenance charges per month as may be decided by such Property Maintenance Company or Agency.
- 8.10.3. The 'Owner/Promoter' and/or such Property Maintenance and Services Company/ Agency shall be entitled to frame such rules and regulations for regulating and governing the use of the 'Said Flat' as well as the common areas, facilities and amenities in the 'Said Project'. The 'Allottee/s' shall be bound by all such rules and regulations. A "User Manual"/ "Guide Book"/ "Rule Book" to that effect shall be provided by the 'Owner/Promoter' and/or by the Property Maintenance and Services Company/Agency to the 'Allottee/s' and shall be duly followed by the 'Allottee/s' for maintenance and management of the 'Said Project'.
- 8.10.4. As and when demanded by the 'Owner/Promoter' or as and when the 'Owner/Promoter' thinks fit, the 'Allottee/s' shall sign any and all Maintenance Agreement/s and/or Service Agreement/s *[containing a list of the amenities to be maintained and the services to be rendered including but not limited to fees, subscription, contributions, renewals etc. depending on the maintenance and the services to be made available to the 'Allottee/s']* with the Property Maintenance and Services Company/ Agency concerned which may include Subsidiaries/ Entities/ Firms promoted and/or controlled and/or managed by the 'Owner/Promoter' itself.
- 8.11. It is further agreed and understood by the 'Allottee/s' that the common area maintenance charges payable by the 'Allottee/s' to the 'Owner/Promoter' is not for maintaining the 'Said Project' for any particular years. However, the 'Owner/Promoter' hereby assures that the common area maintenance charges shall be used for maintenance purposes only.
- 8.12. Since the 'Owner/Promoter' is responsible for providing and maintaining the essential services, it shall determine the procedure for release of maintenance funds to cover expenses and collection, if required, till conveyance of the 'Said Project' and/or the 'Said Land' to the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders. The 'Owner/ Promoter' shall also decide actual utilization of common area maintenance charges collected from the 'Allottee/s' at its sole discretion towards the maintenance of the 'Said Project' and the 'Said Land' and the 'Allottee/s' shall not be entitled to challenge the same.

8.13. It is hereby agreed that the 'Owner/Promoter' shall maintain the 'Said Project' only from the amounts received from the 'Allottee/s'. The 'Allottee/s' has/have understood the entire scheme of maintenance in detail. The 'Allottee/s' admits/ admit and agrees/ agree to duly pay the same, so that the maintenance of the 'Said Project' is not hampered in any way due to lack of or non-payment by the 'Allottee/s'.

8.14. It is specifically agreed between the PARTIES hereunto that the 'Owner/Promoter' is not responsible/ liable to pay or share in the aforesaid expenses, outgoings, maintenance charges, etc. in respect of the unsold Units/ Offices/ Shops/Flats in the 'Said Project'.

9. OTHER AMENITIES:

9.1. The amenities and specifications pertaining to the 'Said Flat', including the fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the 'Owner/Promoter' in the 'Said Project' are specified in **Annexure '6'**, annexed hereunder.

9.2. The 'Owner/Promoter' shall provide such amenities at a location sanctioned/ modified by the concerned authority/ies for the benefit of the Allottee/s of the unit/s in the 'Said Project' and the Allottee/s shall be bound by the rules, regulations and bye-laws framed by the 'Owner/Promoter' and ratified by the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders for using such amenities provided in the 'Said Building'. The 'Allottee/s' herein shall along with all other Allottee/s of Flat /s comprised in the 'Said Project', pay the common areas maintenance charges and other outgoings of the said amenities to such Property Maintenance and Services Company/ Agency as appointed by the 'Owner/Promoter' [or] at the instance of the 'Owner/Promoter' pay to such Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders formed thereof.

9.3. In addition to the above rules, all the Allottee/s, including the 'Allottee/s' herein, shall follow and abide by the following terms:

9.3.1. That all the Allottee/s, including the 'Allottee/s' herein, shall abide by the rules and regulations laid down by the 'Owner/Promoter'. The Allottee/s, including the 'Allottee/s' herein, acknowledge and agree that he/she/it/they shall have a continuing obligation to contribute towards the subscription and maintenance charges that may be fixed by the 'Owner/Promoter' [or] at the instance of the 'Owner/Promoter' fixed by the fixed by the Property Maintenance and Services Company/ Agency [or] the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders formed thereof.

- 9.3.2. That the amenities are available to the 'Allottee/s' herein, as long as the 'Allottee/s' herein, is/are the owner/s of the 'Said Flat'. In the event of sale or transfer of the 'Said Flat' by the 'Allottee/s' in any manner whatsoever, the transferee shall become entitled to the membership of such amenities and the 'Allottee /s' herein shall no longer be entitled to the same.
- 9.3.3. The 'Allottee/s' is/are informed and aware that the other allottees/ occupants shall enjoy the facilities without any hindrance as enjoyed by the 'Allottee/s' herein and shall also be liable to the same terms and conditions as other Allottee/s of the units in the 'Said Project'.
- 9.3.4. The 'Allottee/s' expressly agrees/ agree that certain common amenities
- 9.4. The 'Allottee/s' hereby expressly confirms/ confirm the said arrangement and undertake to abide by the same.
- 9.5.

10. EXCLUSIVE AREAS RETAINED BY THE 'OWNER/PROMOTER':

- 10.1. 'The 'Allottee/s' agrees/ agree and admits/ admit that the limited/ restricted common areas comprised within the 'Said Project', as may be specified by the 'Owner/Promoter', shall not be appropriated for the exclusive use or benefit of any particular shop/ office/ unit or Allottee/s and shall be exclusively retained by the 'Owner/Promoter' herein for generating revenue as may be permissible under various governing laws from time to time. The limited/ restricted common areas shall be used for various purposes, including but not limited to the following:
 - 10.1.1. usage of elevators for displaying advertisement;
 - 10.1.2. providing arch gate branding services at different places within the 'Said Project';
 - 10.1.3. Strictly prohibited for Garage, Liquor, Coaching Classes, Restaurant and Meat Shop of A wing shops.
 - 10.1.4. using facades, windows, atrium and/or other common areas for displaying mannequins/ objects, signage/s, standee, flag poles to promote different brands;
 - 10.1.5. exclusive use of top terraces, ceiling and roofs of the 'Said Project' for branding, putting up hoardings, dangles or renting/ leasing/ licensing the same for rooftop restaurants, etc.;

- 10.1.6. exclusive use of necessary/common toilets including the mirrors, front and backside of the doors, passages and internal walls of toilets/restrooms for posting stickers and/or using signage/s etc.;
- 10.1.7. using areas such as passages, corridors and lobbies for kiosks, open counters, events and/or any other activity.
- 10.2. The 'Allottee/s' agrees/ agree and admits/ admit that he/ she /it / they shall ensure that usage of such limited/ restricted common areas and using his/her/its/their own commercial shop/ office/ Flat in the 'Said Project' shall not substantially interfere with the sightlines of the branding/ advertising by the 'Owner/Promoter' herein.
- 10.3. The 'Allottee/s' agrees/ agree and admits/ admit that he/ she/it/they shall use any such limited/ restricted common areas for social functions and/or any other activity with the prior written approval of the 'Owner/Promoter' herein or property maintenance company/ies or agency/ies, at additional costs as may be determined thereof.
- 10.4. It is strictly prohibited to tamper/ damage/ destroy the limited/ restricted common areas comprised within the 'Said Project' and any damage resulting from the improper use of the limited/ restricted common areas shall be the account of the concerned Allottee/s, as per the procedure laid down by the 'Owner/Promoter' from time to time.

11. TAXES:

- 11.1. The 'Allottee/s' agrees/ agree and admits/ admit that the 'Total Sale Consideration' for the 'Said Flat' as mentioned in [Clause 6.1] herein, excludes any Goods and Services Tax [GST], Local Body Tax [LBT], Works Contract Tax, Excise and/or other taxes, duties, premia, levies cesses, charges, etc. or any other similar taxes, paid or payable by the 'Owner/Promoter', in any other form or under any other name, levied by the Central/ State/ Local Government and/or made applicable in future or with retrospective effect, including the increments and penalties thereof, in connection with carrying out and constructing the 'Said Project', which shall be borne additionally by the 'Allottee/s'.
- 11.2. The 'Allottee/s' shall in addition to the 'Total Sale Consideration' have to deposit towards Goods & Services Tax [GST] as per prevailing rates.
- 11.3. In case, if any Goods & Services Tax [GST], Tax Deductible at Source [TDS], Local Body Tax [LBT], Works Contract Tax, Excise, and/or other taxes, duties, premia, levies, cesses, charges etc. including increments and penalties thereof, imposed/ revised by the Central/ State/ Local Government, whether from the date of this 'Agreement' or retrospectively thereby, becomes additionally applicable in future, on account of and incidental to this 'Agreement', it shall be borne solely

by the 'Allottee/s', in addition to the 'Total Sale Consideration' and other charges mentioned herein, within 15 [Fifteen] days from receipt of a written notice from the 'Owner/Promoter' to that effect. Furthermore, any Tax Deducted at Source [TDS] by the 'Allottee/s' herein, is agreed by the 'Allottee/s' to be credited to the Central Government as per the norms laid down by the Income Tax Act, the 'Allottee/s' shall thereafter furnish to the 'Owner/Promoter' herein, a Certificate of the said Tax Deducted at Source [TDS] duly credited to the Central Government, within 45 [Forty Five] Days from the date of deduction thereof. Any deduction of an amount made by the 'Allottee/s' on account of Tax Deducted at Source [TDS] as may be required under the prevailing laws in force while making any payment to the 'Owner/Promoter' under this 'Agreement' shall be deemed to have been paid by the 'Allottee/s' and received by the 'Owner/Promoter' and acknowledged/ credited by the 'Owner/Promoter', only upon the 'Allottee/s' submitting the Original TDS Certificate/s of such tax deducted at source and the amount mentioned in the Certificate/s shall also match with the amounts revealed on the Income Tax Department Web Site. Non-compliance herein shall be treated as non-payment or default on the part of the 'Allottee/s' and the 'Owner/Promoter' at its discretion shall be entitled to exercise its rights accordingly, including charging of interest, termination, etc. as mentioned herein. The 'Owner/Promoter', at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the 'Said Flat' until the 'Allottee/s' complies/ comply herein.

12. PROVISIONS RELATING TO F.A.R./ F.S.I.:

- 12.1. The 'Owner/Promoter' hereby declares that the Development Scheme of the 'Project Land' has requisites of layout of land, Road Widening, Open Space Provision, Amenity Space, etc., as per the Development Control Regulations now in force. The 'Owner/ Promoter' hereby declares that the Floor Space Index [FSI] available as on date in respect of the 'Project Land' is 3456.12 **Sq. Mtrs.** only and the 'Owner/Promoter' has planned to utilize Floor Space Index [FSI] of 9849.20 **Sq. Mtrs.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme/s as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the 'Said Project'.
- 12.2. The 'Owner/Promoter' has disclosed the FSI/ F.A.R. of 10309.32 **Sq. Mtrs.** as proposed to be utilized by it on the 'Said Land' in the 'Said Project' and the 'Allottee/s' has/have agreed to purchase the 'Said Flat' based on the proposed construction and sale of the commercial shops/ offices/ Flats to be carried out by the 'Owner/Promoter' by utilizing the proposed FSI/ F.A.R. and on the understanding that the

declared proposed FSI/ F.A.R. shall belong to the 'Owner/Promoter' only.

- 12.3. The requisites of Road Widening, Open Space Provision and Amenity Space in the Layout of the 'Said Land' shall solely belong to the 'Owner/Promoter' and the 'Owner/Promoter' shall be entitled to, in its sole discretion, to transfer the same to the appropriate Government/ Local Authority and in-turn avail the benefits/ compensation by way of Monetary Compensation/ Transferable Development Rights [T.D.R]/ FSI/ FAR. The Allottee/s of the 'Said Project' and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders formed thereof, shall not be entitled to claim any interest therein or any part thereof. The owner/s or holder/s of such space/s shall be entitled to avail benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the 'Owner/Promoter' at its discretion, subject to liability of payment of contribution towards maintenance thereof.
- 12.4. The 'Owner/Promoter' shall have and has retained all rights to use, utilize and consume the FSI/ FAR originating from the 'Said Land', so also the additional FSI/ FAR by way of Monetary Compensation/ Transferable Development Rights [T.D.R]/ Floating FSI/ Amenity FSI/ Internal Road FSI/ Premium FSI/ Slum FSI and any other additional FSI/ FAR by availing the same from the market, as is and to the extent permissible under the prevailing Development Control Regulations, as may be applicable.
- 12.5. The 'Allottee/s' has/have given his/her/its/their irrevocable consent thereof and the 'Owner/Promoter' shall be entitled to construct additional building/s on the 'Project Land' or any additional structures on the building comprising the 'Said Project' either by way of additional floors or by way of additional wings or by extension of the 'Said Project' *[either vertical or horizontal]* by consuming any such incremental FSI/ FAR obtained by the 'Owner/Promoter', wherein the 'Owner/Promoter' alone shall be entitled to sell, convey, transfer and dispose off such additional Commercial Shops/ Offices/ Flats to any prospective Allottee/s thereof. Provided that the 'Owner/Promoter' shall have to obtain prior consent in writing of the 'Allottee/s' in respect of variations or modifications which may adversely affect the 'Said Flat' except any alteration or addition required by any government authority/ies or due to change in law. In such an event, the undivided share of the 'Allottee/s' herein in the said 'Said Land' shall stand reduced on a pro-rata basis.

13. FORMATION OF ULTIMATE/ APEX BODY/ FEDERAL SOCIETY/ CO-OPERATIVE SOCIETY/ CONDOMINIUM OF APARTMENT HOLDERS:

- 13.1. The 'Allottee/s' along with other Allottee/s of the unit/s in the 'Said Project' shall join in forming and registering the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders to be known by such name as the 'Owner/Promoter' may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders and for becoming a member, including the byelaws of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders and duly fill in, sign and return to the 'Owner/Promoter' within 07 [Seven] Days of the same being forwarded by the 'Owner/Promoter' to the 'Allottee/s', so as to enable the 'Owner/Promoter' to register the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders of the Allottee/s. No objection shall be taken by the 'Allottee/s', 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, as the case may be or any other Competent Authority.
- 13.2. The 'Owner/Promoter' shall, as aforesaid, for the formation and registration of the Co-operative Society/ Condominium of Apartment Holders of the Allottee/s for any and all building/s or wing/s in the layout of the 'Said Project', submit the application in that behalf to the Registrar for registration under the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or any other Competent Authority, within 03 [Three] Months from the date on which 51% [Fifty One Percent] of the total number of Allottee/s in such building/s, have booked their units by way of registered 'Articles of Agreement'/ 'Agreement for Sale' [or] **alternatively** the 'Owner/Promoter' shall, where applicable and at its sole discretion form and register separate Co-operative Societies/Condominium of Apartment Holders for each building in the 'Said Project' for better and smooth and proper administration within 03 [Three] Months from the date on which 51% [Fifty One Percent] of the total number of Allottee/s in such a building, have booked their shops/ offices/ Flats by way of registered 'Articles of Agreement'/ 'Agreement for Sale' and thereafter the Co-operative Society/ Condominium of Apartment Holders of individual building/s or wing/s shall form and register an Apex or Federal Society/ Legal Body in which all Co-operative Societies/ Condominium of Apartment Holders formed for individual building/s shall be inducted. The 'Owner/Promoter' shall make an application for formation and registration of such Apex or Federal Society/ Legal Body within a period of 03 [Three] Months from the date of the receipt of the 'Occupancy Certificate' of all building/s which was to be constructed in the layout of the 'Said Land'.

- 13.3. The 'Allottee/s' and the person/s to whom the various shops/ offices/ Flats in the 'Said Project' shall have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the Rules, Regulations and Bye-Laws framed by the 'Owner/Promoter' [or] at the instance of the 'Owner/Promoter' framed by such proposed Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders or any alterations, additions or amendments thereof that may be made from time to time together with the rules and regulations of the 'Owner/Promoter'.
- 13.4. The 'Owner/Promoter' shall, within 03 [Three] Months of registration of the Co-operative Society/ Condominium of Apartment Holders, as aforesaid, cause to be transferred to the Co-operative Society/ Condominium of Apartment Holders all right, title and interest of the 'Owner/Promoter' in the building/s comprised within the 'Said Project' in which the 'Said Flat' is situated.
- 13.5. The 'Owner/Promoter' shall, within 03 [Three] Months of registration of the Ultimate Body/ Apex Body/ Federal Society, as aforesaid, cause to be transferred to the Ultimate Body/ Apex Body/ Federal Society all right, title and interest of the 'Owner/Promoter' in the 'Project Land' on which the building/s comprised within the 'Said Project' are constructed.
- 13.6. In pursuance of above, the 'Owner/Promoter' shall execute and register the final 'Declaration'/ 'Conveyance'/ 'Transfer' Deed/s of the 'Project Land' and the building/s comprised within the 'Said Project' *TO AND IN FAVOR* of such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders and such Deed/s shall be in the form as may be prepared by the Attorney-at-Law/ Advocate/s of the 'Owner/Promoter'.
- 13.7. All the Agreements/ Deeds executed henceforth by the 'Owner/Promoter' with any party/ies and/ or person/s with respect to any units constructed in the 'Said Project' on the 'Said Land' shall be binding on the 'Allottee/s' and the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders or any other legal entity.
- 13.8. The 'Allottee/s' hereby irrevocably consent/s and authorize/s the 'Owner/Promoter' to represent him/her/it/them in all matters regarding property tax assessment and reassessment before the concerned authorities and all decisions taken by the 'Owner/Promoter' in this regard shall be binding on the 'Allottee/s'. The 'Owner/Promoter' may, till the transfer of the 'Said Project' to the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative

Society/ Condominium of Apartment Holders or any other legal entity, represent the 'Allottee/s' and his/her/its/their interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Nashik, the Government of Maharashtra, MSEDCL or any other Planning or Statutory Authority/ies on behalf of the 'Allottee/s' and whatsoever acts done by the 'Owner/Promoter' on behalf of the 'Allottee/s' shall stand ratified and confirmed by the 'Allottee/s' and the same shall be binding on the 'Allottee/s'.

13.9. It is hereby clarified that the 'Owner/Promoter' herein shall be deemed to be a liasoning agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the 'Owner/Promoter' undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the 'Owner/Promoter' shall not be held responsible or liable for any delay or non-performance on the part of any body or authority or Municipal Corporation or MSEDCL in providing such amenities, services or facilities to the 'Said Project' on a portion of the 'Said Land' or to the 'Said Flat' agreed to be sold hereunder.

13.10. The name of the 'Said Project' shall be **'ATHARVA HEIGHTS'** and shall always remain as stated herein. This covenant shall at all times be binding upon the successors in title and the 'Owner/ Promoter' and/or the 'Allottee/s' including the proposed Ultimate Body/Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders, unless changed by the 'Owner/Promoter' itself.

13.11. All cost, expenses, charges including stamp duty, registration charges for execution of such 'Declaration'/ 'Conveyance'/ 'Transfer' Deed/s shall be borne, paid and shared by all the Allottee/s in proportion to the respective purchase price of their respective shops/ offices/ units and such amount shall be kept deposited by the Allottee/s with the 'Owner/Promoter' on or before delivery of possession of the shops/ offices/Flats and shall remain with the 'Owner/Promoter', free of interest.

13.12. In the event of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders being formed or registered before the construction, sale or disposal by the 'Owner/Promoter' of all the shops/ offices/ Flats in the 'Said Project':

13.12.1. the 'Owner/Promoter' shall be entitled to complete the 'Said Project' as per the Sanctioned Plans *[including any revisions carried out from time to time]* and the proposed Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders, shall not object to such construction and/or sale of the subsequently constructed

Shops/ Offices/ Flats therein and shall not claim any consideration from the 'Owner/Promoter' for the same;

13.12.2. the 'Owner/Promoter' shall be entitled to sell the unsold shops/ offices/Flats and the subsequently constructed shops/ offices/Flats, without the permission of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society /Condominium of Apartment Holders and without payment of any charges, fee, transfer fee and costs to any party/ies and/or person/s and/or to the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society /Condominium of Apartment Holders;

13.12.3. the 'Owner/Promoter' shall have absolute authority and control as regards to the disposal of the unsold Shops/ Offices/ Flats and the subsequently constructed Shops/ Offices/Flats;

13.12.4. the 'Owner/Promoter' shall not be liable to contribute any maintenance expenses towards the Shops/ Offices/ Flats and the subsequently constructed Shops/ Offices/ Flats;

13.12.5. the powers and authorities of the said proposed Ultimate Body /Apex Body/ Federal Society/Co-operative Society /Condominium of Apartment Holders so formed for the 'Allottee/s' and the Allottee/s of the other shops/ offices/ Flats in the 'Said Project' shall be subject to the overall control of the 'Owner/Promoter' in respect of any of the matters concerning the 'Said Project';

13.12.6. the proposed Ultimate Body/Apex Body/Federal Society/ Co-operative Society/ Condominium of Apartment Holders, shall be bound to admit the Allottee/s of such subsequently constructed shops/ offices/ Flats, as the member/s of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society / Condominium of Apartment Holders.

14. POSSESSION:

14.1. The 'Owner/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/ Government at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the 'Said Flat' to the 'Allottee/s', obtain from the concerned local authority occupancy and/or part occupancy and/or completion certificate/s in respect of the 'Said Flat'

- 14.2. Time is essence for the 'Owner/Promoter' as well as the 'Allottee/s'. The 'Owner/Promoter' shall abide by the time schedule for completing the 'Said Project' and handing over the 'Said Flat' to the 'Allottee/s' and the common areas to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders of the Allottees after receiving the occupancy and/or part occupancy and/or completion certificate/s, as the case may be. Similarly, the 'Allottee/s' shall make timely payments of the installments and other dues payable by him/her/it/them as provided in the **'Schedule of Consideration and Payment of Installments – III'** and shall meet/ abide by the other obligations under this 'Agreement' subject to the simultaneous completion of construction by the 'Owner/Promoter'.
- 14.3. The 'Owner/Promoter' shall give/ hand over possession of the 'Said Flat' to the 'Allottee/s' on or before **30.06.2025** [Referred to as the **'Possession Date'**]. The 'Owner/Promoter' may at its sole discretion, hand over possession of the 'Said Flat' to the 'Allottee/s' on an earlier date and the 'Allottee/s' shall not be entitled to demand extension of time for payment on the ground that the possession is proposed to be handed over on the 'Possession Date'. The 'Possession Date' or such earlier date fixed by the 'Owner/Promoter' shall be deemed to be the date of possession and hereinafter referred to as the **'Final Possession Date'** and shall be subject to the force majeure condition.
- 14.4. If the 'Owner/Promoter' fails to abide by the time schedule for completing the 'Said Project' and handing over the 'Said Flat' to the 'Allottee/s', the 'Owner/Promoter' agrees to pay to the 'Allottee/s', **who does/do not intend to withdraw from the 'Said Project'**, interest as specified in the said 'RERD Rules', on all the amounts paid by the 'Allottee/s', for every month of delay, till the handing over of the possession of the 'Said Flat'.
- 14.5. If the 'Owner/Promoter' fails [or] neglects to give possession of the 'Said Flat' to the 'Allottee/s' on account of reasons beyond its control and of its agents by the aforesaid date then the 'Owner/Promoter' shall be liable on demand to refund to the 'Allottee/s' the amounts already received by it in respect of the 'Said Flat' with interest at the same rate as mentioned in the preceding **[Clause 15.4]** herein from the date the 'Owner/Promoter' received the sum till the date the amounts and interest thereon is repaid. **PROVIDED THAT** the 'Owner/Promoter' shall be entitled to reasonable extension of time for giving/ handing over possession of the 'Said Flat' on the aforesaid date, if the completion of the 'Said Project' in which the 'Said Flat' is to be situated is delayed on account of:
- 14.5.1. war, civil commotion or act of God;
- 14.5.2. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- 14.5.3. delay by the local authority/ies in issuing or granting necessary Plinth Checking Completion or Occupation Certificates, in-spite of the 'Owner/Promoter' having complied with all requirements;
 - 14.5.4. delay on the part of the Regional Development Authority or any other Public Body or appropriate Authority, in issuing or granting necessary Certificate/s / No Objection Certificate/s / Permissions / Licenses / Connections / Installations of any service/s such as Lifts, Electricity, Drainage, Sewage and Water Connections and Meters to the 'Said Project' in-spite of the 'Owner/Promoter' having complied with all requirements;
 - 14.5.5. Any additional work in the 'Said Flat' undertaken by the 'Owner/Promoter' at the instance of the 'Allottee/s';
 - 14.5.6. Any other reasons beyond the control of the 'Owner/Promoter'.
- 14.6. The 'Allottee/s' agrees/ agree that the 'Allottee/s' shall not be entitled to claim possession of the 'Said Flat' until all the amounts payable hereunder against the 'Said Flat' have been paid in full i.e. under no circumstances, the possession of the 'Said Flat' shall be given by the 'Owner/Promoter' to the 'Allottee/s' unless and until all amounts due and payable to the 'Owner/Promoter' by the 'Allottee/s' under this 'Agreement' have been paid in full. The 'Allottee/s' shall not be entitled to demand compliance of any Clause under this 'Agreement' by the 'Owner/Promoter' unless and until the 'Allottee/s' has/ have paid his/her/its/their entire dues/ consideration lawfully payable to the 'Owner/Promoter' under this 'Agreement'.
- 14.7. Furthermore, if the 'Allottee/s' notifies/ notify and/or instructs/ instruct the 'Owner/Promoter' to carry out any additional work and/or any work of alteration, modification, amendment and/or revision in the existing layout of the 'Said Flat' and/or the 'Specifications and Amenities' the said 'Possession Date' shall be proportionately extended by the number of days required by the 'Owner/Promoter' to carry out such additional work and/or such work of alteration, modification, amendment or revision. In furtherance to the same, the 'Allottee/s' specifically agrees/ agree and assures/ assure, that the 'Allottee/s' shall not be entitled to claim any damages, compensation, penalty and/or interest, on account of such an extension in the said 'Possession Date'.
- 14.8. **Procedure for Taking Possession:**

14.8.1. The 'Owner/Promoter', upon obtaining the occupancy/ part occupancy certificate from the competent authority/ies and upon the 'Allottee/s' making payments in terms of this 'Agreement' shall offer in writing the possession of the 'Said Flat', to the 'Allottee/s' in terms of this 'Agreement' to be taken within 03 [Three] Months from the date of issue of such notice and the 'Owner/Promoter' shall give possession of the 'Said Flat' to the 'Allottee/s'.

14.8.2. The 'Owner/Promoter' agrees and undertakes to indemnify the 'Allottee/s' in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the 'Owner/Promoter'.

14.8.3. The 'Allottee/s' agrees/ agree to pay the outgoings/ maintenance charges/ corpus as determined by the 'Owner/Promoter' or at the instance of the 'Owner /Promoter' determined by the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/Condominium of Apartment Holders of allottees, as the case may be.

14.8.4. The 'Owner/Promoter' on its behalf shall offer the possession in the aforementioned manner to the 'Allottee/s' in writing within 07 [Seven] Days of receiving the occupancy/ part occupancy certificate of the 'Said Project' within which the 'Said Flat' is situated.

14.9. Time limit of Taking Possession:

14.9.1. The 'Allottee/s' shall take possession of the 'Said Flat' within 15 [Fifteen] Days of the written notice from the 'Owner/Promoter' to the 'Allottee/s' intimating that the 'Said Flat' is ready for use and occupancy.

14.10. Failure of Allottee/s to take Possession of 'Said Flat':

14.10.1. Upon receiving a written intimation from the 'Owner / Promoter' as per [Clause 15.8.1], the 'Allottee/s' shall take possession of the 'Said Flat' from the 'Owner/Promoter' by executing necessary indemnities, undertakings and such other documentation as prescribed in this 'Agreement' and the 'Owner/Promoter' shall give possession of the 'Said Flat' to the 'Allottee/s'.

14.10.2. In case the 'Allottee/s' fails/ fail to take possession within the time provided in [Clause 15.9.1] such 'Allottee/s' shall continue to be liable to pay maintenance charges as applicable.

15. DEFECTS LIABILITY:

- 15.1. If within a period of 05 [Five] Years from the date of handing over the possession of the 'Said Flat' to the 'Allottee/s' [**Defect Liability Period**], the 'Allottee/s' brings/ bring to the notice of the 'Owner / Promoter' any 'Structural Defect' [**Clause 1.1.8**] in the 'Said Flat' or the building in which the 'Said Flat' is situated [or] any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the 'Owner/Promoter' at its own cost and in case it is not possible to rectify such defects, then the 'Allottee/s' shall be entitled to receive from the 'Owner/Promoter', compensation for such defect in the manner as provided under the 'RERD Act'. The said responsibility and financial liability of the 'Owner/Promoter' towards the 'Allottee/s' shall be subject to the terms and conditions stated in [**Clause 16**] being strictly abided by the 'Allottee/s'. However, the 'Owner/Promoter' shall not be held liable for conditions, malfunctions or damage not resulting from 'Structural Defect' or defects in the material used. The 'Owner/Promoter' shall further not be held liable for conditions, malfunctions or damage resulting from failure on the part of the 'Allottee/s' to fulfill his/her/its/their responsibilities or duties as specified herein or due to failure on his/her/its/their part to exercise due care.
- 15.2. If there is a dispute regarding any defect in the building or material used, the matter shall, within the 'Defects Liability Period', on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to the Adjudicating Officer appointed under the 'RERD Act'
- 15.3. The 'Allottee/s' shall not carry out any alterations of whatsoever nature in the 'Said Flat' or in the equipment and/or fittings installed therein, in particular the 'Allottee/s' shall not make any alterations in any of the fittings, pipes, water supply connections and/or any of the plumbing and sanitary assembly within the bathroom/s as this may result in seepage of the water. The 'Allottee/s' shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the 'Said Flat'. If any of such works are carried out without the written consent of the 'Owner/Promoter', the defect liability automatically, shall become void. Even when such works are carried out with the written consent of the 'Owner/Promoter', the 'Owner/Promoter' shall not be held responsible for any liability including defect liability if such works are carried out by anyone other than authorized personnel of the 'Owner/Promoter'. Provided further that the 'Owner/Promoter' shall not be held responsible for damage caused due to improper maintenance or operation, negligence or improper service of fixture, appliances and items of equipment whether or not components of cooling, ventilation, heating, electrical, plumbing, or in-house sprinkler systems by the 'Allottee/s'. Further, the 'Allottee/s' shall be liable to pay compensation and/or damages, if

any, to allottees/ owners/ occupiers/ users of the shops/ offices/ Flats above/ below and/or adjacent to the 'Said Flat', as the case may be.

- 15.4. It shall be incumbent upon the 'Allottee/s' to maintain his/her/its/their 'Said Flat' in a diligent manner and take all due care necessary for the same.
- 15.5. Where the 'Defects Liability Period' as given by the 'Owner / Promoter' to the 'Allottee/s' expires, the same have to be renewed from time to time under Annual Maintenance Contracts [AMC] for proper maintenance of such facilities & amenities and in an event where the Annual Maintenance Contracts [AMC] are not renewed by the 'Allottee/s' and/or Ultimate Body/Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders, the 'Owner/Promoter' shall not be responsible for any repairs/ defects occurring due to the same.
- 15.6. In case of use of inappropriate cleaning materials or any other material, the 'Owner/Promoter' shall not be responsible for any deterioration of the materials & fittings, in the 'Said Flat' and/or the common areas, facilities & amenities.
- 15.7. The 'Owner/Promoter' shall not be responsible for normal wear and tear of the materials & fittings, due to weather effect or usage or non-occupation of the 'Said Flat' for long durations.
- 15.8. In carrying out the repairs of any 'Structural Defect':
 - 15.8.1. The 'Owner/Promoter' reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the 'Said Flat'
 - 15.8.2. The 'Owner/Promoter' states that many of the materials procured from factories / vendors are subject to variations in tone, grain, texture, color and other aesthetic features which are beyond the control of the 'Owner/Promoter', wherein they may not be the same as shown in the model unit/ samples. This is mostly due to items being manufactured in different lots. Every effort shall be made to minimize such variations, however, the Allottee/s' is/are informed to expect variations within natural/ permissible limits.
 - 15.8.3. The 'Owner/Promoter' shall ensure that the workmanship of all the works shall be generally in accordance with the general and detailed specifications as mentioned in this 'Agreement' and as per the sanctioned plans.

- 15.9. The 'Allottee/s' has/ have been made aware and that the 'Allottee/s' expressly agree/ agrees that the regular wear and tear of the building in which the 'Said Flat' is situated includes minor hairline cracks on the external and internal walls, leakage caused due to wear and tear, damage in the painting, excluding the R.C.C. structure, which happens due to variation in temperature, of more than 20° [Twenty Degrees] Celsius, do not amount to 'Structural Defect' and hence cannot be attributed to either faulty workmanship or 'Structural Defect'.

16. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

- 16.1. That the 'Owner/Promoter' has clear and marketable title with respect to the 'Project Land' as declared in the 'Title Certificate/ 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 'Said Project';
- 16.2. That the 'Owner/Promoter' has lawful rights and requisite approvals from the Competent Authority/ies to carry out development of the 'Said Project' and shall obtain requisite approvals from time to time to complete the development of the 'Said Project';
- 16.3. That there are no encumbrances/charge upon the 'Project Land' or any of the structure of the building/s comprised within the 'Said Project' as on the date of the execution of this 'Agreement', except those disclosed in the 'Title Report' issued by the Attorney-at-Law/ Advocate/s of the 'Owner/Promoter';
- 16.4. That there are no litigations pending before any Court of law with respect to the 'Project Land' or the 'Said Project' as on the date of the execution of this 'Agreement'.
- 16.5. That all approvals, licenses and permits issued by the Competent Authority/ies with respect to the 'Said Project', 'Project Land' and the building comprising the 'Said Flat' are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authority/ies with respect to the 'Said Project', 'Said Land' and the building comprising the 'Said Flat' shall be obtained by following due process of law and the 'Owner/Promoter' has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the 'Said Project', 'Said Land', the building comprising the 'Said Flat' and the common areas;
- 16.6. That the 'Owner/Promoter' has the right to enter into this 'Agreement' and has not committed or omitted to perform any act or

thing, whereby the right, title and interest of the 'Allottee/s' created herein, may prejudicially be affected;

- 16.7. That the 'Owner/Promoter' has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the 'Project Land', including the 'Said Project' and the 'Said Flat' which will, in any manner, affect the rights of 'Allottee/s' under this 'Agreement' and furthermore, in an event the 'Owner/Promoter' enters into any such agreement, the 'Owner/Promoter' shall ensure that the rights of the 'Allottee/s' under this 'Agreement' shall remain unaffected;
- 16.8. That the 'Owner/Promoter' confirms that the 'Owner/Promoter' is not restricted in any manner whatsoever from selling the 'Said Flat' to the 'Allottee/s' in the manner contemplated in this 'Agreement';
- 16.9. That subject to the rights of the 'Owner/Promoter' as mentioned in [Clause 8.11] and [Clause 8.12], at the time of execution of the conveyance deed of the structure to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders of the allottees, the 'Owner/Promoter' shall handover lawful, vacant, peaceful and physical possession of the common areas to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders of the Allottees;
- 16.10. That the 'Owner/Promoter' has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 'Said Project' to the Competent Authority/ies up-to the date of receipt of the Occupation Certificate/ Completion Certificate, as the case may be;
- 16.11. That the 'Owner/Promoter' further agrees that no notice from the Central/ State/ Municipal Government or any other local body or authority or under any legislative enactment, government ordinance, order, notification *[including any notice for acquisition or requisition of the 'Project Land']* has been received or served upon the 'Owner/Promoter' in respect of the 'Project Land' and/or the 'Said Project' except those disclosed in the 'Title Report' issued by the Attorney-at-Law/ Advocate/s of the 'Owner/Promoter'.

17. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE 'ALLOTTEE/S':

The 'Allottee/s' for himself/herself/itself/themselves, with the intention to bring all persons into whatsoever hands the 'Said Flat' may come, doth hereby covenants with the 'Owner/Promoter' as follows:

- 17.1. To use the 'Said Flat' or any part thereof or permit the same to be used only for **Residential purposes** and if required, to at his/her/its/their own costs and expenses, obtain all appropriate clearances and permissions, sanctions and approvals, licenses and No Objection Certificate/s from various statutory authorities or bodies under any laws, rules and regulations for conducting the intended activities from the 'Said Flat';
- 17.2. To maintain the 'Said Flat' at his/her/its/their own cost in good and tenantable repair and condition from the date of possession of the 'Said Flat' and shall not do or suffer to be done anything in or to the building in which the 'Said Flat' is situated which may be against the rules, regulations or bye-laws [or] change/ alter or make addition in or to the building in which the 'Said Flat' is situated and the 'Said Flat' itself or any part thereof without the consent of the local authorities, if required;
- 17.3. To not utilize entry and exit areas, common areas, passage areas, ducting, service access areas, etc. for any kind of storage purpose which may or may not create obstruction to other allottee/s;
- 17.4. 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' is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the 'Said Flat' is situated, including entrances of the building in which the 'Said Flat' is situated and in case any damage is caused to the building in which the 'Said Flat' is situated or the 'Said Flat' on account of negligence or default of the 'Allottee/s' in this behalf, the 'Allottee/s' shall be liable for the consequences of the breach;
- 17.5. To carry out at his/her/its/their own cost all internal repairs to the said 'Said Flat' and maintain the 'Said Flat' in the same condition, state and order in which it was delivered by the 'Owner/Promoter' to the 'Allottee/s' and shall not do or suffer to be done anything in or to the building in which the 'Said Flat' is situated or the 'Said Flat' which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 'Allottee/s' committing any act in contravention of the above provision, the 'Allottee/s' shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 17.6. 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 building in which the 'Said Flat' is situated and shall keep the portion, sewers, drains and pipes in the 'Said Flat' and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the 'Said Flat' is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the 'Said Flat' without the prior written permission of the 'Owner/Promoter' and/or the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders;

- 17.7. To ensure that, any cracks or leakage/s or damage caused to the adjacent/ neighboring/ above/ below Flat/s on account of the 'Allottee/s' undertaking/ carrying out interior decoration and internal furniture/ fixtures/ fittings work in the 'Said Flat', shall be rectified at the sole cost and expense of the 'Allottee/s';
- 17.8. To ensure that no workers/carpenters/ contractors shall stay overnight at the 'Said Flat' or in any other place in or around the premises where the 'Said Project' is situated;
- 17.9. To make arrangements to store all the materials such as plywood, glass, steel, etc., within the 'Said Flat' and nothing shall be stored in the corridor or common area/s of the building in which the 'Said Flat' is situated and/or the 'Said Project';
- 17.10. To be responsible for the safety of the workers/ carpenters/ contractors or their personnel's engaged in carrying out interior decoration and internal furniture/ fixtures/ fittings work in the 'Said Flat' and any claim arising out of any accident or act shall be met by the 'Allottee/s' and the 'Owner/Promoter' shall not be responsible for the same in any manner whatsoever';
- 17.11. To not join two adjacent shops/ offices/ Flats, without prior permission of the 'Owner/Promoter' and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the 'Said Flat';
- 17.12. To not make any demand to change the existing plans and/or any changes in the plan of the 'Said Flat' annexed herewith. The 'Owner/Promoter' shall not refund any amount for deleting items of specifications and amenities on request of the 'Allottee/s';
- 17.13. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the 'Said Project', 'Project Land' and the building in which the 'Said **Flat**' is situated or any part thereof or

whereby any increased premium shall become payable in respect of the insurance;

- 17.14. Not to hang clothes to dry, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said 'Said Flat' in the compound or any portion of the 'Said Project', 'Said Land' and the building in which the 'Said Flat' is situated;
- 17.15. To pay to the 'Owner/Promoter' within 15 [Fifteen] Days of demand by the 'Owner/Promoter', his/her/its/their share of security deposit demanded by the concerned local authority or Government or utility service provider for giving water, electricity or any other service connection to the building in which the 'Said **Flat**' is situated;
- 17.16. To bear and pay increase in local taxes, water charges, electricity charges, transformer charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the 'Said Flat' by the 'Allottee/s' for any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the 'Owner/Promoter';
- 17.17. Not to lay/ install over the exterior of the building in which the 'Said Flat' is situated or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits;
- 17.18. Not to let, sub-let, transfer, assign or part with interest or benefit factor of this 'Agreement' or part with the possession of the 'Said Flat' until all the dues payable by the 'Allottee/s' to the 'Owner/Promoter' under this 'Agreement' are fully paid up and the prior written and express permission of the 'Owner/Promoter' is obtained for transfer of the 'Said Flat' from the 'Allottee/s' in favour of any party/ies and/or person/s;
- 17.19. To observe and perform all the rules and regulations which the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time together with the rules and regulations enforced by the 'Owner/Promoter' for protection and maintenance of the 'Said Land', 'Said Project' and the Flat /s comprised 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 the Government and other public bodies. The 'Allottee/s' shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders regarding the occupancy and use of the 'Said Flat' and shall pay and contribute regularly and punctually

towards the taxes, expenses or other out-goings in accordance with the terms of this 'Agreement';

- 17.20. Till the conveyance of the structure of the building in which the 'Said Flat p' is situated is executed in favor of Co-operative Society/ Condominium of Apartment Holders, the 'Allottee/s' shall permit the 'Owner/Promoter' and its/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the building or any part thereof to view and examine the state and condition thereof;
- 17.21. Till a conveyance of the 'Said Land' on which the building in which 'Said Flat' is situated is executed in favor of the Ultimate Body/ Apex Body/ Federal Society, the 'Allottee/s' shall permit the 'Owner/Promoter' and its/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the 'Project Land' or any part thereof to view and examine the state and condition thereof;
- 17.22. Not to obstruct the development work for any reason and in any way;
- 17.23. Not to affix any sign/ name/ display boards/ hoardings/ neon lights etc. in or around the 'Said Flat', common areas, parking etc. or in any portion of the 'Said Project' without the prior written approval of the 'Owner/Promoter';
- 17.24. Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the 'Said Flat' whereby such Dish or other Antennae projects outside the 'Said Flat' or on any part of the exterior of the building in which the 'Said Flat' is situated or any of the Common Areas thereof, including on the terrace thereof, without the prior written approval of the 'Owner/Promoter';
- 17.25. Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, plants, shrubs, etc. planted on the 'Said Land' or planted in various pots kept in any of the common areas of the 'Said Project';
- 17.26. The 'Allottee/s' shall install his/her/its/their signage's strictly at designated areas as allocated by the 'Owner/Promoter'. The signage/ display boards shall be in the formats/ sizes as approved by the 'Owner/Promoter' to maintain uniformity. However, the 'Allottee/s' may use its corporate colors and lettering fonts for the signage so displayed;
- 17.27. Not to make use of overhead terraces of the building in which the 'Said Project' is situated, in any manner;
- 17.28. Not to raise any objection in the matter of allotment or sale of any Flat or allotment of parking space/area by the 'Owner/Promoter' on

the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority/ies;

17.29. Not to carry on any business/profession in the 'Said Flat' which may be illegal/ anti-social/ anti-national which may tarnish the reputation of the 'Owner/Promoter' and cause nuisance, annoyance or inconvenience to the neighboring unit holders/ occupiers, etc.;

17.30. To comply with all the requirements/ norms of the Fire Department of the Nashik Municipal Corporation within the 'Said Flat' and to maintain such fire-fighting equipment etc. and to make available the same for inspection of the concerned authorities. The 'Allottee/s' is aware of the fact that the 'Owner/Promoter' has submitted an undertaking to this effect to the Nashik Municipal Corporation and such undertaking shall be binding on the 'Allottee/s'. The 'Owner/Promoter' shall make provision for tapping of sprinklers in the 'Said Flat' and the 'Allottee/s' shall at its own cost and expenses, install required sprinkler system in the 'Said Flat' as per the norms of the Fire Department of Nashik Municipal Corporation and before such installation the 'Allottee/s' shall get the drawings thereof approved from the 'Owner/Promoter';

17.31. To irrevocably authorize the 'Owner/Promoter' to represent the 'Allottee/s' before the concerned Authority/ies in all matters regarding Property Tax, Assessment and Reassessment before the concerned Authority/ies and the decisions taken by the 'Owner /Promoter' in this regard shall be binding on the 'Allottee/s'. The 'Owner/Promoter' may till the execution of the final conveyance, represent the 'Allottee/s' to do all the necessary things /acts in all the Government and Semi-Government Department/s and the same shall stand ratified and confirmed by the 'Allottee/s';

17.32. In an event that the Nashik Municipal Corporation and/or the concerned Authority/ies may not be able to supply adequate drinking water throughout the year, then until formation of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders or any other legal entity, the 'Owner/Promoter' shall help/ assist the Flat Allottee/s and/or the Ad-hoc committee collectively formed by the Flat Allottee/s for providing required quantity of water by purchasing the same from the open market as per the availability. All costs incidental thereto shall be borne collectively by the Allottee/s wherein the 'Owner/ Promoter' shall not be liable to bear the costs thereof. For the sake of clarity, the role of the 'Owner/Promoter' herein shall be of giving required help and making adequate arrangements only;

- 17.33. To preserve ambience, hygiene, efficient control and management of the common areas and facilities as well as the overall operations and maintenance of the 'Said Project',
- 17.34. The 'Allottee/s' shall allow the contractors/ laborers appointed by the 'Owner/Promoter' or the Ultimate Body/ Apex Body/ Federal Society/Co-operative Society/ Condominium of Apartment Holders to repair or maintain common water lines, toilet pipes etc.
- 17.35. The 'Allottee/s' shall not extend the 'Said Flat' or make any external attachments to the walls of the 'Said Flat' like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the 'Said Flat';
- 17.36. In the event of the 'Allottee/s' committing any act in contravention of the above provisions, the 'Allottee/s' shall for the consequences thereof, be responsible and liable to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/ Condominium of Apartment Holders or any other legal entity and/or to the concerned local authority/ies and/or other public authority/ies as the case may be.
- 17.37. The 'Allottee/s' further acknowledges/ acknowledge and understands/ understand that the 'Said Flat' shall be subject to all the following conditions:
- 17.37.1. The access to the individual Flat /s shall be as per the sanctioned plans and/or revised plans from time to time;
- 17.37.2. Air-Conditioners shall be fixed in the space provided by the 'Said Architect' of the 'Owner/Promoter' and location of the air-conditioners shall be restricted to the above-mentioned space only;
- 17.37.3. The elevations and finishing material of the building, both externally and internally, will not be permitted to be changed under any circumstances;
- 17.37.4. Construction of lofts and other civil non-structural changes done internally shall, besides being at the risk and cost of the 'Allottee/s', not damage the basic R.C.C. structure and such changes shall be implemented only after obtaining prior written consent of the 'Owner/Promoter' and the R.C.C. Consultants;
- 17.38. In the event of the 'Allottee/s' committing any act in contravention of the above provisions, the 'Allottee/s' shall for the consequences thereof, be responsible and liable to the 'Owner/Promoter' and/or to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/

Condominium of Apartment Holders or any other legal entity and/or to the concerned local authority/ies and/or other public authority/ies as the case may be.

- 17.39. The 'Allottee/s' acknowledges/ acknowledge and understands/ understand that the 'Owner/Promoter' shall be entitled to engage various service providers in relation to security services, managerial services, parking management services & other service providers for the 'Said Project' and the 'Allottee/s' shall be liable to bear and pay the common area maintenance charges and/or other charges in respect of such services as may be determined by the 'Owner/Promoter';

18. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 18.1. After the 'Owner/Promoter' executes this 'Agreement', it shall not mortgage or create a charge on the 'Said Flat' and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the 'Allottee/s' who has/have agreed to purchase the 'Said Flat'.
- 18.2. The 'Owner/Promoter' shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institutions and/or person/s for development and completion of the 'Said Project' on the 'Said Land' and/or other pieces of land which may be the subject matter for development by the 'Owner/Promoter'.
- 18.3. The 'Owner/Promoter' shall be entitled to create security either by way of mortgage or otherwise, on the 'Project Land' in favor of such bank/s and/or financial institutions and/or person/s, however, the 'Owner/Promoter' shall always keep the 'Allottee/s' duly indemnified from repayment of such loan and/or consequences flowing therefrom.

19. BINDING EFFECT:

- 19.1. Forwarding this 'Agreement' to the 'Allottee/s' by the Owner/ Promoter does not create a binding obligation on the part of the 'Owner/Promoter' or the 'Allottee/s' until:
- 19.1.1. **Firstly**, the 'Allottee/s' signs/ sign and delivers/ deliver this 'Agreement' with all the Schedules/ Annexure/s, along with the payments due as stipulated in the 'Schedule of Consideration and Payment of Installments – III', within 30 [Thirty] Days from the date of receipt by the 'Allottee/s'; and
- 19.1.2. **Secondly**, the 'Allottee/s' appears/ appear for registration of the same before the concerned Sub-Registrar as and when intimated by the 'Owner/Promoter'.

- 19.2. If the 'Allottee/s' fails/ fail to execute and deliver to the 'Owner/Promoter' this 'Agreement' within 30 [Thirty] days from the date of its receipt by the 'Allottee/s' and/or fails/ fail to appear before the Sub-Registrar for its registration as and when intimated by the 'Owner/Promoter', then the 'Owner/Promoter' shall serve a notice to the 'Allottee/s' for rectifying the default, which if not rectified within 15 [Fifteen] days from the date of its receipt by the 'Allottee/s', the application of the 'Allottee/s' shall be treated as cancelled and all sums deposited by the 'Allottee/s' in connection therewith including the booking amount shall be returned to the 'Allottee/s' without any interest or compensation whatsoever.

20. GENERAL COVENANTS OF THE PARTIES:

- 20.1. Nothing contained in this 'Agreement' is intended to be nor shall be construed as a grant, demise or assignment in law, of the 'Said Land' and/or the 'Said Project' and/or the building/s and Flat /s comprised therein or any part thereof. The 'Allottee/s' shall have no claim save and except in respect of the 'Said Flat' hereby agreed to be sold to him/her/it/them and all unsold Shop /units/Flats, open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the 'Owner/Promoter' until the said structure of the building/s comprised in the 'Said Project' is/are transferred to the Co-operative Society/ Condominium of Apartment Holders and until the 'Project Land' is transferred to the Ultimate Body/ Apex Body/ Federal Society as hereinbefore mentioned. Significant risks and rewards of ownership and effective control of the 'Said Flat' shall be deemed to have been transferred on delivery of possession through ownership.
- 20.2. The PARTIES agree that this 'Agreement' shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and the 'RERD Act' and/or any similar and superseding laws that may come into force and the rules made there under. Any dispute arising out of this 'Agreement' or any clause, except the disputes expressly covered by the 'RERD Act' and/or any similar and superseding laws that may come into force shall be settled by and under the provisions of 'RERD Act' and/or any similar and superseding laws that may come into force.
- 20.3. This 'Agreement' is on the express condition that the Flat/s comprised in the 'Said Project' to be constructed on the 'Said Land', have or are being sold subject to the mutual rights of such Allottee/s with regard to his/her/its/their open space/ eye level terrace/ balcony as aforesaid and that the Allottee/s of each of such unit/s and the rights in relation thereto of each Allottee shall be subject to all the rights of the other Allottee/s in relation to his/ her/ its/ their units. None of the Allottee/s of the remaining unit/s shall have any right whatsoever to

and shall not use and/or occupy the open space/ eye level terrace and/or any part thereof acquired by any other existing Allottee/s including the 'Allottee/s' herein, nor shall he/she/it/they do or cause to do anything whereby such existing Allottee/s including the 'Allottee/s' herein is prevented from using, enjoying and occupying the said eye level terrace/s/ open space/s as aforesaid or the rights of such Allottee/s including the 'Allottee/s' herein, for the same are in any manner affected or prejudiced. The 'Allottee/s' covenants/ covenant that he/she/it/they shall exercise his/her/its/their rights consistently with the rights of the other Allottee/s and shall not do anything whereby the Allottee/s of the other Flat are prevented from using or occupying exclusively the Flat in the 'Said Project' allotted to them.

- 20.4. Any relevant and necessary covenants as may be stipulated by the 'Owner/Promoter' for the more beneficial and optimum use and enjoyment of the 'Said Land' [*i.e. the 'Project Land' together with the structure/s of building/s comprised in the 'Said Project' thereof*] is in general and for the benefit of any class of holders of any unit or any part thereof, as the case may be. All rights of water drainage, water course, light and other easements and/or quasi or reputed easements and rights of adjoining owner/s [*if any*] effecting the same and to any liability to repair and contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters, the 'Owner/Promoter' shall not be required to show the creation of or define or apportion any burden.
- 20.5. The 'Allottee/s', if resident outside 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, 1934 and the 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 shall provide the 'Owner/Promoter' with such permission, approvals which would enable the 'Owner/Promoter' to fulfill its obligations under this 'Agreement'. Any refund if provided in terms of this 'Agreement' shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 and/or other applicable statutory enactments or amendments thereof and the rules and regulations thereof. The 'Allottee/s' understands/ understand and agrees/ agree that in the event of any failure on his/her/its/their part to comply with the applicable guidelines issued by the Reserve Bank of India and/or any other competent governmental authority, he/she/it/they shall be liable for such action under the Foreign Exchange Management Act, 1999 or other laws as may be applicable and as amended from time to time and the 'Owner/Promoter' accepts no responsibility in this regard. The 'Allottee/s' shall keep the 'Owner/Promoter' fully indemnified and harmless in this regard.

- 20.6. Furthermore, whenever there is any change in the residential status of the 'Allottee/s' subsequent to the signing and registration of this 'Agreement', it shall be the sole responsibility of the 'Allottee/s' to intimate the same in writing to the 'Owner/Promoter' immediately and comply with necessary formalities if any under the applicable laws. The 'Owner/Promoter' shall not be responsible towards any third party making payment/ remittances on behalf of the 'Allottee/s' and such third party shall not have any right in the application/ allotment of the 'Said Flat' herein, in any way and the 'Owner/Promoter' shall be issuing the payment receipts in favor of the 'Allottee/s' only.
- 20.7. The 'Owner/Promoter' herein is aware that he is required to provide drainage line to the Ultimate Body/ Apex Body/ Federal Society which shall be connected to drainage line of Local Authority and the same shall fall under the terms and conditions of Local Authority. However, if the Nashik Municipal Corporation drainage line is delayed due to any reason not attributable to 'Owner/Promoter', the 'Owner/Promoter' shall make necessary arrangements at the cost of the 'Allottee/s' for the same.
- 20.8. It is specifically understood that the brochure/s published by 'Owner/Promoter' from time to time in respect of the 'Said Project' is just an advertisement material and contain various features such as furniture layout in the units/ offices/ shops/Flats, vegetation and plantation shown around the building in which the 'Said Flat' is situated, the 'Said Project', vehicles, etc. to increase the aesthetic value only and are not facts. Mere revelation in the advertisement does not imply that these specification/ amenities are agreed to be developed or provided by the 'Owner/Promoter'.
- 20.9. The 'Allottee/s' is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation of units/ offices/ shops/Flats/parking spaces, etc., on the ground of religion/ caste/ creed or nuisance/ annoyance/ inconvenience for any profession/ trade/ business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 20.10. The 'Allottee/s' acknowledges/ acknowledge and understands/ understand that the 'Said Project' may contain/consists of Flat / offices/Flats. The 'Owner/Promoter' shall be fully entitled to retain ownership, management and control of any such shops/ offices/Flats or the 'Owner/Promoter' shall be fully entitled to either allot or grant lease or license or any other operating/ conducting permission *[on such terms and conditions and for such period as the 'Owner/Promoter' deems fit and proper]* of any such shops/ offices/Flats and to receive the sale proceeds and/or appropriate/ collect the premium/ lease rent/ license fee/ deposit/ operating fee/

conducting fee/ arrangement fee received from any Allottee/ purchaser/ lessee/ licensee/ conductor/ operator/ shop-in-shop keeper/ manager.

- 20.11. The 'Allottee/s' hereby consents/consent that the 'Owner/ Promoter' may and shall always continue to have the right to place/ erect hoarding/s on the 'Project Land', of such nature and in such form as the 'Owner/Promoter' may deem fit and the 'Owner/ Promoter' shall deal with such hoarding spaces as its sole discretion until conveyance of the 'Project Land' to the Ultimate Body/ Apex Body/Federal Society/ Co-operative Society/ Condominium of Apartment Holders and the 'Allottee/s' agrees/ agree not to dispute or object to the same. The 'Owner/Promoter' shall not be liable to pay any fees / charges to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Society/Condominium of Apartment Holders for placing/ putting up the hoarding/s, provided that any municipal taxes payable for such use and maintenance shall be borne and paid by the 'Owner/Promoter'.

21. MISCELLANEOUS:

21.1. Notices:

- 21.1.1. All letters, receipts and/or notices, emails issued by the 'Owner/Promoter' and dispatched by Registered/ Speed Post/ notified Email ID/ to the address of the 'Allottee/s' shall be sufficient proof of receipt of the same by the 'Allottee/s'. For this purpose the 'Allottee/s' has/have given the address mentioned in the title of this 'Agreement' and the 'Allottee/s' shall not dispute receipt of notice when served on the address mentioned in this 'Agreement'.
- 21.1.2. It shall be the duty of the 'Allottee/s' and the 'Owner/Promoter' to inform each other of any change in address subsequent to the execution of this 'Agreement' in the above address, failing which all communications and letters posted at the above address shall be deemed to have been received by the 'Owner/Promoter' or the 'Allottee/s', as the case may be.
- 21.1.3. In case there are Joint Allottee/s, all communications shall be sent by the 'Owner/Promoter' to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the 'Allottee/s'.

21.2. ENTIRE AGREEMENT:

This 'Agreement', along with its Schedule/s and Annexure/s, constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes any and all understandings, documents, deeds, writings, pamphlets, brochures, any other agreements, allotment letter, correspondences,

arrangements whether written or oral, if any, between the PARTIES in regard to the 'Said Flat', as the case may be.

21.3. RIGHT TO AMEND:

This 'Agreement' shall not be amended or altered or modified except by an instrument in writing duly signed by the PARTIES.

21.4. PROVISIONS OF THIS 'AGREEMENT' APPLICABLE TO 'ALLOTTEE/S' & SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by and between the PARTIES hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 'Said Project' shall equally be applicable to and enforceable against any subsequent Allottee/s of the 'Said Flat', in case of a transfer, as the said obligations go along with the 'Said Flat' for all intents and purposes.

21.5. SEVERABILITY:

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

21.6. WAIVER:

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

21.7. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this 'Agreement' it is stipulated that the 'Allottee/s' has/ have to make any payment, in common with other Allottee/s in 'Said Project', the same shall be in proportion to the 'Carpet Area' of the 'Said Flat' to the total 'Carpet Area' of all the units in the 'Said Project'.

21.8. PLACE OF EXECUTION:

The execution of this 'Agreement' shall be complete only upon its execution by the 'Owner/Promoter' and/or its authorized signatory at the 'Owner/Promoter's' Office at Nashik. After this 'Agreement' is

duly executed by the 'Allottee/s', the 'Owner/Promoter' or simultaneously with the execution, this 'Agreement' shall be registered at the office of the Sub-Registrar of Nashik. Hence, this 'Agreement' shall be deemed to have been executed at Nashik.

21.9. STAMP DUTY & REGISTRATION:

21.9.1. The charges towards Stamp Duty paid by Owner/Promoter and Registration of this 'Agreement' by the 'Allottee/s' alone.

21.9.2. The paid Registration Charges, including any increments thereof, applicable and levied in future on account of and incidental to this 'Agreement' shall be borne and paid additionally by the 'Allottee/s' alone. The 'Allottee/s' shall present this 'Agreement' for registration within the time limit prescribed by the Registration Act, 1908 and the 'Owner/Promoter' shall present itself/ themselves before the Sub-Registrar and admit execution thereof in accordance with the 'RERD Act' and/or as per any similar and superseding laws that may come into force.

21.10. DISPUTE RESOLUTION:

Any dispute between the PARTIES shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulatory Authority of Maharashtra as per the provisions of the 'RERD Act' and the Rules and Regulations made thereunder.

21.11. GOVERNING LAW:

21.11.1. The rights and obligations of the PARTIES under or arising out of this 'Agreement' shall be construed and enforced in accordance with the laws of INDIA for the time being in force and the competent Nashik Courts shall have the jurisdiction for this 'Agreement', subject to the provisions of the 'RERD Act' to adjudicate upon all disputes arising by and between the PARTIES hereto, under the terms of this 'Agreement'.

21.11.2. The PARTIES hereto confirm that the 'Allottee/s' has/have agreed to purchase the 'Said Flat' as an Investor and hence the 'Allottee/s' reserve his/her/its/their right to claim stamp duty set off/ adjustment of the amount already paid on these presents in the event the 'Allottee/s' resell/ resells the 'Said Flat' to a subsequent Allottee/s.

SCHEDULE OF PROPERTY-I

All that piece and parcel of land admeasuring 3456-12 **Sq. Mtrs.** from and out of the survey no. 11/1/1A/1/3 plot/1 to 5/1 situated at Village Dasak, Taluka Nashik within the limits of the Nashik Municipal Corporation and within registration district of Nashik and Sub Registration District Nashik Which is bounded as shown below: -

- East : Existing 7.50 Meter Wide Road
- West : 30.00 Meter Wide Road
- South : Adj. S.No. 11/1B/3
- North : Adj. S.No. 3A

Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof. Hereinabove referred as **Said Land/ Said Project Land.**

SCHEDULE OF PROPERTY-II

All that piece and parcel of Residential premises comprised in **Flat No.---** **Wing,** admeasuring carpet area ----- **Sq. Mtrs.** i.e.----- **Sq. Ft. &** balcony area ----- Sq.Mtrs. i.e. ----- Sq.ft. situated on the -----, in the ‘Said Project’ being constructed/ developed on the Said Land/Project Land’, as mentioned in ‘Schedule of Property I’ hereinabove and more particularly delineated on the authenticated copies of the plans and specifications of the ‘Said Flat’, annexed hereto and marked as **Annexure ‘4’** Which is bounded as shown below: -

- East : -----
- West : -----
- South : -----
- North : -----

[Herein above Referred to as the **‘Said Flat’**]

SCHEDULE OF CONSIDERATION AND PAYMENT OF INSTALLMENTS - III			
Sr. No.	Payment Stage	% of Payment	Amount
1.	Paid prior to the execution of these presents, including Booking Amount.	10	-----/-
2.	On the execution of this 'Agreement'	10	-----/-
3.	On Completion of the Plinth of the Building/ Wing in which the 'Said Flat is located.	15	-----/-
4.	On Completion of First Slab	05	-----/-
5.	On Completion of Third Slab	05	-----/-
6.	On Completion of Fifth Slab	05	-----/-
7.	On Completion of Seventh Slab	05	-----/-
8.	On Completion of Ninth Slab	05	-----/-
9.	On Completion of Eleventh Slab	05	-----/-
10.	On Completion of Thirteen Slab	05	-----/-
11.	On Completion of the Walls, Internal Plaster, Floorings, Doors & Windows of the said Apartment	05	-----/-
12.	On Completion of the Sanitary Fittings, Staircase, Fittings, Staircase, Lift wells, Lobbies upto the floor level of the said Apartment	05	-----/-
13.	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing, of the Building / Wing in which said Apartment is located	05	-----/-
14.	On Completion of the Lifts, Water Pumps, Electrical fittings, Environment requirement, paving of areas other Building/Wing in which the said Apartment is located	10	-----/-
15.	On Notice to fitout	05	-----/-
	Total	100%	-----/-

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands and seals this day and year first hereinbefore mentioned.

SIGNED, SEALED & DELIVERED
By the within named 'Owner/Promoter'
VIVA HIGHWAYS LIMITED
Through Director
Mr. Anup Subhashchandra Katariya

|

SIGNED & DELIVERED
By the within named 'Allottee/s'
1) Mr. -----

|

2) Mr -----

In the presence of Witnesses;

(1) Signature:_____
Name: _____

(2) Signature:-----
Name: _____

R E C E I P T

Acknowledged to have received heretofore of and from the within named 'Allottee/s' the sum of **Rs.-----/- [Rupees -----Only]** as part payment towards the 'Total Sale Consideration', for the 'Booking Amount' [Partial Payment], as mentioned in the '**Schedule of Consideration and Payment of Installments – III**', as follows:

SR. NO.	PARTICULARS	AMOUNT
1.	Cheque No. -----, Canara Bank, Branch Nashik Road, dated -----	Rs. -----/-
TOTAL		Rs. -----/-

Dated this of / /
WE SAY RECEIVED

By the within named 'Owner/Promoter'
VIVA HIGHWAYS LIMITED
Through its Director Mr. Anup Subhashchandra Katariya