

appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

35. STAMP DUTY AND REGISTRATION :- The charges towards stamp duty and Registration of this Agreement, GST, MSEB meter and connection charges shall be borne by the purchaser.

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

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

38. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a] The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b] Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c] The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d] The car parking area shall not be enclosed under any circumstances.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property bearing S.No. 39/2/1 bearing Plot No. 28/31 total admeasuring 557.58 Sq. Mtrs. **situated at Village Anandvalli, Tal. Dist. Nashik**, within Nashik Municipal Corporation and within registration and sub registration district of Nashik bounded as follows:-

On or towards East	: By Plot No. 32
On or towards West	: By Plot No.27
On or towards South	: By 20 Ft. Road
On or towards North	: By Plot No. 30

SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERRED

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **Flat No. _____** on _____ Floor admeasuring _____ Sq. Mtrs. carpet area and usable area of Open Balcony + Open Terrace Adjoining to the said flat in **SHIVANSH HEIGHTS APARTMENT** bounded as follows:

BOUNDRIES OF THE SAID FLAT

EAST	BY
WEST	BY
SOUTH	By
NORTH	BY

AMENITIES TO BE PROVIDED IN THE FLAT

- Earth quake resistant RCC frame structure.
- 6" thick B.B.M./AAC blocks for external walls and 4" thick B.B.M./AAC blocks for internal walls.

- Sand faced plaster for external walls and neeru finish/POP/Gypsum cement plaster for internal walls.
- 2 x 2 Ft. vitrified tiles flooring in all rooms.
- Alluminium sliding windows with mosquito net with safety Grill.
- Kitchen platform with stainless steel sink with granite top.
- Dado upto 7 Ft. height in toilet and kitchen otta.
- Concealed plumbing & concealed electrification.
- Each room will have two light points, one fan point, one half point, one power point in kitchen, toilet/bath. One telephone point and one TV point in hall. One aqua guard point in kitchen.
- Lift facility for building with power backup.
- Neeru finish/POP/Gypsum plaster for internal walls with acrylic oil bound distemper.
- Outside walls having acrylic paint.
- Granite windows sill for all windows.
- Main door laminated /veneer finished with good quality fittings and other water proof flush doors with good quality oil paint.

COMMON AREAS AND FACILITIES

- a. **COMMON AREAS**
 1. The land under the buildings.
 2. The footings, RCC structures and main walls of the buildings.
 3. Staircase columns and lift as with lift room in the building/s.
 4. Common Sulage/Drainage, water, electrical lines, power backup.
 5. Common ground water storage tank and overhead tank.
 6. Electrical meters, wiring connected to common lights, lifts, pumps.
 7. Permanent watchman room.
- b. **LIMITED COMMON AREAS AND FACILITIES:**
 1. Partition walls between the two units shall be limited common property of the said two units.
 2. The parking areas under stilts/ marginal open spaces/ and portions thereof may be allotted for exclusive use of the specific flat by the Vendor as per his discretion or retained by him
 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
 5. land around building and open areas

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREINABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S. SHREERAM BUILDERS AND DEVELOPERS
through its PARTNER
[1] MR. VAIBHAV SUBHASH PUND
[2] MR. RAHUL BHAGWAN DAFTARE
[VENDOR/PROMOTER]

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SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
MR.
[PURCHASER/ALLOTTEE]

]
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]-----
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Witness :-

1. -----
 2. -----
- PRASAD-BUILDER-SHREERAM-BUILDERS-DRAFT**