Zone no :
Flat Rate :
Area of Flat :
Government Valuation :
Consideration :
Stampduty +LBT :
Registration Fees :

AGREEMENT FOR SALE

This Agreement for Sale is made & executed on this ____day of _____ in the Christian year 2017 at Nashik

BY AND BETWEEN

SHREE BALAJI DEVELOPERS,

PAN NO. ACXFS6133M,

A partnership firm, having it's office at Plot no 3,4 Survey no 721, P and T Colony, Near Hotel Seble, Trimbak Road, Nashik-422005, through it's partners

1) **MR. PRAMOD KAILASH PARASRAMPURIA, age-41, occu-business,**
2) **MR. PANKAJ KAILASH PARASRAMPURIA, age-42, occu-business,**
3) **MR. INDRAJEET NANASAHEB CHAVAN, age-29, occu- business.**

Hereinafter referred to as the "PROMOTERS/DEVELOPERS" {which expression shall unless it be repugnant to the context or meaning thereof mean and include all the partners, their heirs, successors-in-interest, executors, administrators, representatives, permitted assigns etc. and all the persons claiming through them,} of the FIRST PART

AND

MR. _____
age-_____, Occu-_____
PAN NO._____
R/o. _____

Hereinafter referred to as the "ALLOTTEE/PURCHASER" {which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors -in-interest, executors, administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the OTHER PART;

The Promoters and Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS the Promoters are well and seized and possessed and otherwise well and sufficiently entitled to develop, a non-agricultural piece of land bearing **S No. 733/2A/5/10/11 F.P.No 487 T.P.II,**
Plot no. 53, admeasuring 473.8 Sq.Mtrs. of Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik and which is more particularly described in SCHEDULE - I written hereunder and hereinafter referred to as "THE SAID PROPERTY".

AND WHEREAS the said property was owned by Mr. Raghunath Tatyaji Shinde (hereinafter referred to as the owner). The owner intended to develop the said property by constructing building thereon, the owners were not having the technical knowledge for developing the said property and hence granted the rights to develop the said property to the promoters and executed a development agreement and a power of attorney in favour of the promoters. The said development agreement and power of attorney has been registered in the office of Sub Registrar no **3** Nashik at sr. no. **9436** and **9437** respectively on 08/12/2016. As per the terms and conditions mentioned in the development agreement, the owners have granted the rights to construct a building on the said property and to sell the built up premises out of the said building to the bona-fide purchase and have further given rights to enter into documents for selling the built up premises.

AND WHEREAS by virtue of the above Development Agreement and Power of Attorney, granted by the owners, the Promoters have acquired each and every right & authority to deal, develop the said property, to construct a building thereon and the Promoters herein have sole and exclusive right to sell the SHOPS AND OFFICES in the said building to be constructed by the Promoters on the said property and are fully competent to enter into Agreement for Sale/Sale Deed of the tenaments, with the prospective Purchasers at the price and terms and conditions as Promoters may deem fit and appropriate the sale proceeds thereon.

AND WHEREAS the said property is from and out of approved layout which is duly approved by City Planner and Development Officer Nashik Municipal Corporation. The said property has been converted for Non-agricultural use by the order of Collector of Nashik.

AND WHEREAS the Promoters has completed all the legal formalities with respect to the right, title and interest in respect of the said property on which the said building is to be constructed the Promoters is in possession of the said Property.

AND WHEREAS the Promoters have decided to develop and construct the multistoried building consisting Commercial units to be known in the name & style as “The HUB”, consisting of Basement + Parking Lower Ground floor + Upper Ground plus Six upper floors on the said property (hereinafter referred to as "THE SAID BUILDING").

AND WHEREAS The Promoters declare and disclose that the said project as aforesaid will be subject to the provision of Maharashtra Apartment Ownership Act 1970 and the Maharashtra Ownership Flat (regulation of the promotion of the construction, sale, management & transfer) Act 1963. And for that purpose the necessary Declaration of Apartment will be registered and in accordance with the provision of the said Act so also after the registration of declaration, the Promoters will execute and register Deed of Apartment in respect of the said Shop/Office in favor of the Allottee/Purchaser. The Promoters declares that the said property along with the said building to be constructed

thereon shall be governed by the said act and the Allottee/Purchaser or the other persons claiming there under will be bound by the provision of said act.

AND WHEREAS the Promoters have entered into a standard agreement with its Architect Mr Dhiraj Tukaram Walunj who is registered with the Nashik Municipal corporation and the Promoters have appointed MR. Milind Rathi as a structural engineer for the preparation of structural design and drawing of the said building. The Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the said building.

AND WHEREAS the Promoters have submitted Commercial scheme building plan on the above mentioned said property & the said building plan on the above mentioned said property & the said building plan was sanctioned by Nashik Municipal Corporation Nashik vide their official order No. LND/BP/A1/34/5141, dated 07/09/2018. The Promoters have accordingly commenced the Construction of the said building in accordance with the above sanctioned building plan.

AND WHEREAS if required, the Promoters will register the said Project under the provisions of the Real Estate (Registration and Development) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS the plans and specification have been displayed for the inspection of the purchasers at the site and also in the office of Promoters.

AND WHEREAS the Allottee/Purchaser being interested, has offered to the Promoters for the purchase of the
Shop/Office No. _____ situated on _____ Floor,
having carpet area admeasuring _____sq.mtrs. i.e. _____sq.Ft. with
Exclusive balcony area admeasuring_____sq.mtrs. i.e. _____sq.Ft. with Exclusive Alternate /Open terrace admeasuring_____sq.mtrs. i.e. _____sq.Ft.
in the said building known as “THE HUB B WING”, which is to be constructed on the said property and which is more particularly described in SCHEDULE - II written hereunder and hereinafter referred to as "THE SAID APARTMENT".

AND WHEREAS the Allottee/Purchaser have demanded from the Promoters and the Promoters have given inspection and delivered to the Allottee/Purchaser the copies of all the documents of title relating to the said property, Title Certificate of advocate, 7/12 extracts and other related revenue records showing the nature of the title of the Promoters to the said property, The Plans, Designs and Specifications prepared by the Architect of the Promoters and of such documents which are specified under Maharashtra Ownership Flats (Regulation of promotion of construction, sale, Management & Transfer) Act 1963 (hereinafter referred to as the said Act) & rules made there under, as well as of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016

and the Rules and regulations made thereunder, after the Allottee/Purchasers enquiry, the Promoters herein has requested to the Allottee/Purchaser to carry out independent search by appointing his advocate and to ask any queries, he have regarding the marketable title and rights and authorities of the Promoters. The Allottee/Purchaser have satisfied himself in respect of marketable title of the said property and the rights and authorities of the Promoters herein. That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of the title of the said property be on the Promoters up and until the conveyance of the said building and the said property thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoters, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoters to the said property on which the Apartment is constructed or is to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout of the said building/property as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the layout/building plan as proposed by the Promoters and according to which the construction of the building and open spaces is proposed to be provided for on the said property have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/Flat agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the Promoters has obtained some of the sanctions/approvals from the concerned local authorities to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from the various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building.

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

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

AND WHEREAS the Allottee/Purchaser has agreed to purchase the said Flat based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/Purchaser strictly.

AND WHEREAS the Allottee/Purchaser has independently made himself aware about the specifications provided by the Promoters and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the Allottee/Purchaser has been shown the conditions of contracts with the contractors/manufactures and workmanship and quality stands of products/fittings and fixtures as agreed between the Promoters and the suppliers and on independently verifying the same the Allottee/Purchaser has now agreed to the same as conditions mentioned in these contracts and that the Allottee/Purchaser agrees to abide by the same failure of which shall absolve the Promoters to that extent.

AND WHEREAS the Allottee/Purchaser has applied to the Promoters for purchase of Shop/Office No. _____ situated on _____ Floor, having carpet area admeasuring _____sq.mtrs. i.e. _____sq.Ft. with Exclusive balcony area admeasuring_____sq.mtrs. i.e. _____sq.Ft. with Exclusive Alternate /Open terrace admeasuring_____sq.mtrs. i.e. _____sq.Ft. in the said building known as “THE HUB B WING”, which is to be constructed on the said property and which is more particularly described in SCHEDULE - II written hereunder and hereinafter referred to as "THE SAID APARTMENT".

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

AND WHEREAS the carpet area of the said Apartment is _____ sq.mtrs. (approx) and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, prior to the execution of these presents the Allottee/Purchaser has paid to the Promoters a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/Purchaser as advance payment or application fee or Deposit (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoters the balance of the sale consideration of the Apartment as prescribed in the payment plan as may be demanded by the Promoters within the time and the manner specified therein.

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

AND WHEREAS under section 4 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management & transfer) Act 1963, and under section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoters are required to execute written agreement for sale of the said Flat in favour of the Purchaser being in fact this present & also to register the said agreement under the Registration Act, 1908.

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

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the rights of the Allottee/Purchaser in respect of their unit in the said project.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said Apartment.

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

1. CONSTRUCTION OF THE PROJECT:-

The Promoter shall construct the said building consisting of 34 Apartments in Upper Ground+6 Floors on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which have been seen and approved by the Allottee with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government authority to be made in them or any of them for which the Allottee hereby gives the consent. The Allottee shall not object to the Promoter for

making changes in and revising the layout, plans of the project as required by the Promoter due to additional FSI available or otherwise, as per the promoter's discretion as permitted legally and as prescribed in law including RERA. Provided that the Promoter shall obtain prior written consent of the at least 2/3 rd Allottee/s in respect of variations and modifications which may adversely affect the office of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No 7 that can be utilized on this project land so if in future, the promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No7, no consent will be required from Allottee. Therefore, In accordance with the sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017 the allottee hereby gives specific consent to the local authorities and also to the promoter and has no objection against the promoter for the following:

a) The construct the project as per the future potential layout/building plan.

b) Additional floors to be constructed to utilize additional FSI if available.

c) Changes in building/layout plan due to instructions received from local authority.

d) Minor additions or alterations.

(Signature of Allottee)
(This consent shall be construed as informed consent)

2. CONSIDERATION/PRICE OF THE SAID FLAT/APARTMENT:

2.1. The Allottee/Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/Purchaser a Shop/Office No. _____ situated on _____ Floor, having carpet area admeasuring _____sq.mtrs. i.e. _____sq.Ft. with Exclusive balcony area admeasuring_____sq.mtrs. i.e. _____sq.Ft. with Exclusive Alternate /Open terrace admeasuring_____sq.mtrs. i.e. _____sq.Ft. in the said building known as “THE HUB B WING”, which is to be constructed on the said property and which is more particularly described in SCHEDULE - II written hereunder and hereinafter referred to as "THE SAID APARTMENT". As shown in the Floor plan thereof hereto annexed for a mutually concluded and agreed lump sum Consideration of Rs. _____ _____/- (In words). This amount of Consideration includes the proportionate price of common areas, facilities appurtenant to the said APARTMENT. The price of the said Apartment is on the basis of lump sum only.

The price of the said Flat is as per the prevalent market price, amenities and facilities. The amount of consideration is fixed with mutual consent of both Promoters and Purchaser and there is no dispute about the same. the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule-III hereinunder written. The Promoters have agreed to provide amenities and specifications in the said Flat which are more particularly described as Schedule IV written hereunder.

2.2 The Allottee/Purchaser agrees to pay to the promoters the amount of the total consideration of the said flat Rs. _____ in the following manner:-

Percentage	Particulars
10%	As an Advance
20%	to be paid to the Promoters after the execution of Agreement.
15%	to be paid to the Promoters on completion of the Plinth of the building in which the said Apartment is located.
25%	to be paid to the Promoters on completion of the slabs of the building in which the said Apartment is located.
5%	to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment .
5%	to be paid to the Promoters on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Apartment.
5%	to be paid to the Promoters on completion of the external plumbing and external plaster, terraces with waterproofing, of the building in which the said Apartment is located.
10%	to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements entrance lobby/s, plinth protection, paving of areas and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
5%	to be paid against and at the time of handing over of the possession of the Apartment to the Allottee/Purchaser on or after receipt of occupancy certificate or completion certificate.

Out of the total amount of consideration, The Allottee/Purchaser have paid amounts to the Promoters in the following manner-

Amount	Particulars
Rs. _____/-	(Rupees _____ Only) paid by Cheque No. _____ dated _____ drawn on _____.
Rs. _____/-	(Rupees _____ Only) paid by Cheque No. _____ dated _____ drawn on _____.

The Promoters admits to have received an amount of Rs. _____/- (Rupees _____ Only) as an advance or application fee, from the Allottee/Purchaser and the Allottee/Purchaser agrees to pay the remaining amount of consideration Rs. _____/- (Rupees_____ Only) as per the schedule mentioned above.

The Allottee/Purchaser agrees and understand that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement.

2.3. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, Cess, G.S.T. or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

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

2.5. The Promoters herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Promoters within seven days from date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he shall pay the aforesaid amount along with the service tax, Vat, G.S.T. and such other taxes, cesses, charges etc. without any delay along with each installment.

2.6. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ 6% per annum 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 an Allottee/Purchaser by the Promoters.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'Shree Balaji Developers The HUB B Wing' payable at Nashik. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoters Banking Account, the Developer shall give effect of the same to the account of the office allottee/s.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said Flat/Apartment , and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat/Apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or any time thereafter and shall before handling over possession of the said Flat/Apartment to the Allottee/s herein, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Flat/Apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Flat/Apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said office to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat, G.S.T. and other taxes payable under this agreement of the said Flat/Apartment to the Promoter and has signed Possession documents. Howsoever for the purpose of defect liability on towards the

developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said building as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer. After the receipt of completion certificate from Nashik Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the Flat/Apartment by the allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the allottee/s or apartment associations any event of force majeure and any act of God.

7. DISCLOSURE AS TO FLOOR SPACE INDEX :

The Promoters hereby declares that the Floor Space Index available at the time of sanctioning the plans and as on date is 1.1 of the project land/said property i.e. 521.18 square meters only and the Promoters has planned to utilize Floor Space Index of 521.18 sq. mtrs. Any FSI available by availing of TDR or FSI available on payment of premiums, incentive FSI by implementing various scheme as mentioned in the Development Control Regulation 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. The Promoters has disclosed the Floor Space Index as proposed to be utilized by them on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Flat/Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. The Allottee/s has/have given his/her/their irrevocable consent thereof and the promoter shall be entitled to revise the plans, get the sanctioned from local authority, construct the additional units/floors as may be permitted by the local authority and the allottee/s shall fully co-operate with the developer to enable the promoter to make any addition/alteration on the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

8. USE OF THE FLAT/APARTMENT :-

The Allottee shall use the apartment or any part thereof or permit the same to be used only for the Commercial purpose as it is sanctioned for in the Building plan.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

The Promoter herein has also requested the allottee/s to carry out its search and to investigate the title of the said Land. For that matter, any other due diligence activity to be done on its own accord for which all necessary disclosures has been provided by the Promoter. The Allotte/s has also verified the title from his/her/their advocate and after being completely satisfied has/have entered into this present agreement. The allottee/s henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.

10. ADVERTISEMENT/PROSPECTUS:

It is specifically understood and agreed by the Allottee that the prospectus, brouchers, other advertising material published by the Promoter from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, elevation etc to increase the aesthetic value only and are not facts and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule III hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications. The allottee hereby declares that the amenities/specifications mentioned in this agreement shall always prevails over those advertised by the promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities/specification agreed and not those mentioned anywhere else; and the allottee shall never make any claim to the contrary. The allottee is aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The allottee shall have no objection/complaints whatsoever on the account.

11. SPECIFICATIONS AND AMENITIES:-

The specifications and amenities of the Apartment to be provided by the Promoter in the said project and the Apartment are those that are set out in Schedule III & IV hereto. In the project, considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Apartment . Changes such as civil, electrical, plumbing etc. shall not be allowed during

construction and till delivery of possession. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee/s.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

12.1. The Allottee, 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 and Rules and Regulations made thereunder or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

12.2. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

13. POSSESSION OF THE APARTMENT :-

13.1. Schedule for possession of the said Apartment:- The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment , in
terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on 31-12-2020.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date if the completion of building in which the Apartment is to be situated is delayed on account of –

i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

ii) any notices, orders, rules or notification of the Government and/or other public or competent authority.

iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.

iv) delay in grant of any NOC/permission/licesnse/connection for installation of any services such as lifts, electricity and water connections and meters to the project or completion certificate from the local authority.

v) In case of delay or default in payment of dues by the allottee/s under these presents.

vi) Pendency of any litigation.

vii) Where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

13.2. That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

13.3. Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing/by email to the Allottee/s intimating that, the said Apartment is ready for use and occupation. The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said office within 15 days from the date of

written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

13.4. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

13.5. Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per clause 11.3, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 11.3, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, interest on delayed payment and any other expenses and outgoing in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear.

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

13.7. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment , with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days

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

13.8. Before delivery of possession of the said Apartment , the allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Apartment and about the quality of the construction work and specifications/amenities provided. Thereafter the allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The allottee/s receiving

the possession of the said Apartment has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, Doors, Aluminiums windows etc, is noticed in the said Apartment , the allottee/s shall inform/intimate the Promoter herein immediately and the promoter shall be the responsible to repair such defects at its own cost. The promoter shall ensure that the handover of possession is conducted smoothely and due acknowledgement in writing is taken from the purchaser as to his/her/its satisfaction regarding the same.

13.9. After the possession of the SHOPS/OFFICES, building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the allottee/s in co-operation with the other allottee of the offices and/or the Ultimate organization in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same provided the promoter has duly discharged its duties in all aspects and that it is out of purview of promoter duties and responsibilities under these presents.

13.10.The promoter shall give possession of the said Apartment to the allottee on or before the date prescribed herein above and on receiving all the dues payable by the allottee to the promoter, if any. The allottee hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the said Apartment at such early date from the promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said Apartment and all other amounts payable by the allottee in respect of the said Apartment at such early date, in the event the promoter is able to expedite the development of the said Apartment and handover the possession of the same at such early date.

14. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

15. TERMINATION OF AGREEMENT:-

15.1. Without prejudice to the right of promoter to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by

the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

15.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said office then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

15.3. If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the promoter, then the Promoter shall deduct 10% of the consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by the Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, GST, stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.

16. DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said building which shall

include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Occupants, vagaries of nature, damage to electrical equipments due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature etc.

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

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

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

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

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

17. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-

17.1. Considering the Promoter herein is carrying on the construction/development on the said land as aforesaid and further to have the maintenance of building and common facilities more conveniently, there will be one APARTMENT Formation as per the provisions of the Relevant Acts. Hence, the allottee will have to purchase the Apartment under the scope and under the provisions of said Apartment declaration deed.

17.2. The Allottee along with other allottee(s)s of Apartment in the building shall 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 office and including the bye-laws of the proposed apartment/society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee.

18. CONVEYANCE OF THE APARTMENT :-

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit within 3 months from and after obtaining the full and final completion certificate in respect of the entire project . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

19. COMPLETION / OCCUPANCY CERTIFICATE :-

The Promoter hereby assures to obtain all N.O.C's from various concerned government authorities and shall submit the file to the Local Authority for occupancy/completion certificate. However, if the local authority delays issuing the certificate beyond 21 days after submission of all the required documents/NOC's for occupation/completion, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate.

20. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

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

20.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the

proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government
water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building.

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

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

g) The 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 created herein, may prejudicially be affected;

h) The 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 Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

22. COVENANTS AS TO USE OF THE SAID APARTMENT:

The Allottee/Purchaser himself with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters as follows for the said apartment and also the said building in which the said apartment is situated:

a. To maintain the Apartment at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoters and/or the association of apartment owners or the Society or the Limited Company.

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

g. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other

public authority, on account of change of user of the Apartment by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

i. The Allottee/Purchaser shall not let, sub -let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/Purchaser to the Promoters under this Agreement are fully paid up.

j. The Allottee/Purchaser shall observe and perform all the rules and regulations which the association of apartment owners or the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the association of apartment owners or the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out -goings in accordance with the terms of this Agreement.

k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of the association of apartment owners or the Society/Limited Society, the Allottee/Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l. Till a conveyance of the said property on which the building in which Apartment is situated is executed in favour of the association of apartment owners or Apex Body or Federation, the Allottee/Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property or any part thereof to view and examine the state and condition thereof.

m. That the Allottee/Purchaser shall indemnify and keep indemnifying the Promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

n. That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the Promoters in this regards.

o. That the parking spaces if sold to the respective Allottee/Purchaser, shall be used only for the purposes of parking.

23. NAME OF THE BUILDING :

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the said building as "THE HUB B WING" and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on building and at the entrance of the project. The Allottee/Purchaser herein or the proposed ultimate organization of apartment purchasers are not entitled to change the aforesaid building name and remove or alter Promoters name board in any circumstances.

24. ENTIRE AGREEMENT AND RIGHT TO AMEND:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. This agreement may only be amended through written consent of the Parties.

25. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT :-

In case the Allottee or the Promoter desires, The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEES

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 Allottees of

the Apartment , in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

27. PROMOTER TO HAVE PARAMOUNT CHARGE TILL ALL AMOUNTS PAID:

That the promoter shall have first and paramount necessary lien and first charge on the said unit for all amounts that the allottee is liable to pay under this agreement and the promoter shall be entitled to recover and receive the same from the allottee and shall be entitiled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s. The Allottee/s shall present this agreement, duly stamped as per rules, at the proper registration office for registration within the time limit prescribed by the registration act and on intimation that the promoter will attend such office and admit execution thereof. The purchase hereby indemnifies the Promoter against any liability towards stamp duty, registration charges and/or other claims/penalties that may be levied by any government authority for non - payment or short payment of stamp duty or other charges upon execution of this agreement.

29. WAIVER NOT A LIMITATION TO ENFORCE:-

29.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

29.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions of the 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 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.

31. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

32. OTHER CONDITIONS:-

The purchase of the said Apartment shall be subject to all the following conditions :-

a. The construction and other civil changes done internally shall be at the risk and cost of the Purchaser who shall not damage the basic R.C.C. structure.

b. The construction of chimneys, hanging telephone and telex wires, electric connection, fax, tele printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoters and their Architect in writing.

c. The installation of any grills or any doors shall only be as per the form prescribed and Promoters Architect .

d. The Allottee/Purchaser shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Apartment.

e. In the event of the Promoters carrying out any work of additions and/or alterations as per instructions of the Allottee/Purchaser to keep the Promoters harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoters shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee/Purchaser at his own costs and risk.

f. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the Apartments in building, all the powers, authorities and right of the accommodation to the allottee herein shall be always subject to the promoter's over all right to dispose of unsold Apartments and all other right thereon, it is specifically agreed between the parties hereto that for the unsold Apartments the promoter herein shall and will not be liable or required to contribute toward the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be promoter or the new incoming allottee be liable and required to pay any transfer charge, premium etc.

33. PROJECT FINANCE:

a. The allottee hereby consents and authorize the promoter for raising any finance by way mortgage or the said land or scheme or any portion thereof, as and when so deemed necessary by the promoter. At any stage during the implementation of the scheme the promoter shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building to be constructed thereon provide that the same does not adversely affect or prejudice the rights granted in favor of the allottee in respect of the said Apartment agreed to be purchased by him/her/them of this agreement.

b. The allottee may obtain finance from any bank/financial institution or any other source for purchase of the Apartment , but the allottee obligation to purchase the Apartment pursuant to this agreement shall not be contingent on the allottee ability or competency to obtain such finance and the allottee will remain bound by the terms of this agreement. The allottee hereby agrees that in case he has availed any loan facility for the purchase of the Apartment, then upon execution and registration of Conveyance Deed in respect of the Apartment , the original Conveyance Deed shall be received by the promoter on behalf of the allottee from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Apartment in accordance with the terms of grant of the loan.

34. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Mr.

(Allottee Address)
Shree Balaji Developers,
Office-Plot no 3,4 Survey no 721, P and T Colony,
Near Hotel Seble, Trimbak Road,
Nashik-422005

(Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

35. JOINT ALLOTTEES

That in case there are Joint Allottees , they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name 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.

36. 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.

37. The Allotte shall not demand partition of the said property i.e. the plot upon which the building is constructed or for the said Apartment . However the name of the Allottee shall only be recorded in the Municipal Corporation record for the assessment of the house taxes.

The Allottee/s hereby declares that he/she/they has/have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Alottee/s.

SCHEDULE- I

(THE SAID PROJECT LAND REFERRED TO ABOVE)

All that piece and parcel of the land bearing
S No. 733/2A/5/10/11 F.P.No 487 T.P.II,
Plot no. 53, admeasuring 473.8 Sq.Mtrs. of Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik district and sub district of Nashik, and which is bounded as follows-

On or towards East	:	Plot no 54
On or towards West	:	30 M wide Road
On or towards South	:	12 M wide Road
On or towards North	:	Plot no 52

SCHEDULE - II
THE PROPERTY AGREED TO SALE

All THAT PIECE AND PARCEL OF Constructed Apartment bearing No. _____ situated on _____ Floor, having carpet area admeasuring _____sq.mtrs. i.e. _____sq.Ft. with Exclusive balcony area admeasuring_____sq.mtrs. i.e. _____sq.Ft. with Exclusive Alternate /Open terrace admeasuring_____sq.mtrs. i.e. _____sq.Ft. in the said building known as "THE HUB B WING" to be constructed on the property as mentioned in the first schedule, along with right to use utilise and enjoy common areas and facilities and bounded as per approved building plan :-

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

SCHEDULE-III

1. Entrance lobby.
2. Lift with Power back-up.
3. Vitrified tiled flooring for The premises.
4. Branded quality plumbing fitting & sanitary wares
5. Clear glass façade
6. Concealed wiring (branded Modular switches)
7. Electrical : MCD & ELCB for each Apartment.

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

SIGNED SEALED & DELIVERED
BY THE WITHINNAMED

Shree Balaji Developers,
through it's partners

1) **MR. PRAMOD KAILASH PARASRAMPURIA,** _____

2) MR. PANKAJ KAILASH PARASRAMPURIA, _____

3) **MR. INDRAJEET NANASAHEB CHAVAN,** _____
Developers/Promoters

SIGNED SEALED & DELIVERED
BY THE WITHINNAMED

MR. _____

ALLOTTEE/PURCHASER

WITNESSES

1._____ 2._____