Zone – Ambad -

Govt. Rate per Sq. Mtr. Rs.

Govt. Valuation Rs. _____/-

Consideration Rs. _____/-

Stamp Rs. _____/-

Registration Fee Rs. _____/-

Agreement For Sale

THIS AGREEMENT FOR SALE is made & executed on this __**th** day of **October** in the Christian year **Two Thousand Eighteen,** at NASHIK.

BETWEEN

M/s.Saarthak Constructions Partnership firm(PAN NO. ABSFS7318G) A Partnership Firm, carrying its business at 2, liberty Point, Racc Colony, Sharanpur Road, Nashik-422002, hereinafter referred to as the "**PROMOTER**" through the **Partners 1) Mr. Santosh Sambhajirao Patil**, Age - 43 years, 2) **Mr. Hrishikesh Sham Summanwar**, Age-45 years (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors and administrators & successors/assigns thereof) of the **ONE PART.**

AND

Mr.----------, Age–--- Yrs, Occupation-Service, (PAN NO.----------) AND **Mrs.---------- ,** Age- ----- Yrs, Occupation- House wife, (PAN NO. ----------) R/o----------. Hereinafter referred to as the " **ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof shall include his/ her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

(A) All that peace and parcel of Non-Agricultural area admeasuring 3065.89 Sq.Mtr. out of Gut no.227/A/2/1 lying and situated at village Ambadkhurd,Tal and Dist Nashik owned and possessed by M/s. Baglan Developers Pvt.Ltd.through Director Mr. Santosh Sambhajirao Patil, Mrs. Pallavi Santosh Patil and Mr. DadasahebRaosahebDhavane. In the said total plotted area the owner of plot M/s.Baglan Developers Pvt.Ltd. through Directors Mr. Santosh Sambhajirao Patil & Mrs. Pallavi Santosh Patil having undivided share of 75% and Mr.DadasahebRaosahebDhavane have undivided share of 25%. The said area of plot no.5 to 8 was

amalgamated by order of Assistant Director town planning through Letter No. NMC/ADTP-B2/21 dt.14-12-2017. On 27-04-2018 the plots owner have executed Development Agreement in favour of M/s. Saarthak Constructions Partnership firm for development of plotted area. Therefore have executed registered Development Agreement and General Power of Attorney dt.03-05-2018 at Sr.No.4078 and 4079.

By the said development Agreement Developer/ Promoter had agreed to give 35% share of the consideration price that will come from the sale of the total constructed area to land owner. Therefore plot owners have given their free consent to develop the said plot area. Accordingly promoter Developer having right to develop and constructed multistoried buildings on above mentioned total area of plots.

The Promoter has planned to develop the said project by constructing three buildings/wings i.e. residential buildings/wing A and B and commercial building/wing-C on the total area, specifically mentioned in schedule-I out of the said buildings/wings, Building/ Wing No. B is approved by Nashik Municipal Corporation, Nashik and Building/Wing No. A & C are partly approved by Nashik Municipal Corporation, Nashik. Said all buildings/ wings are registered with competent authority established under RERA. The said buildings/wings are going to be develop on total Plot area 3065.89 Sq.Mtr. The Promoter will use the balance FSI and avail the TDR/ Premium FSI and the same will be used in building/Wing no. A and C by constructing additional floors as shown in plan.

AND WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the said property/ Project land in accordance with the recitals herein above.

AND WHEREAS the Promoter is a registered partnership firm in the name and style M/s. **Saarthak Constructions Partnership firm**. That, the said firm has been registered in the office of Registrar of Firms, Mumbai at Sr.No.MA- 35369, dt. 21/04/2011. The then registered office address of the said partnership firm was Kamdhenu, D'souza colony, College Road, Nashik-422005 and presently said partnership firm office address is 2, liberty Point, Racca Colony, Sharanpur Road, Nashik-422002. The business of the said partnership firm is of Construction, Builders and Land Developers. Mr. Santosh Sambhajirao Patil and Mr. Hrishikesh Sham Summanwar are the partners of the said firm and are also the executants of this agreement.

AND WHEREAS the Promoter further declares and discloses that, to carry out and complete the construction of the project as aforesaid the Promoter will raised the loan from any financial institute / Bank .That said loan will be considered as a project loan or construction finance loan and the said property will be subject to the said Bank as a security for the repayment of the loan.However, to execute this agreement and/ or to execute the final deed of Apartment or allotment letter, the Promoter will obtain No Objection

Certificate from the concerned Bank. Hence, except this liability/ charge said property will not encumbered in anyway whatsoever manner.

AND WHEREAS the Promoter has decided to launch a group housing scheme named as “SAARTHAK GARIMA” on the said property. The said group Housing scheme shall be constituting 3 (Three) Buildings out of which 2 (Two) buildings for residential purpose namely “SAARTHAK GARIMA” A-wing, “SAARTHAK GARIMA” B-wing, and One building for commercial purpose i.e. “SAARTHAK GARIMA” C-wing.

(B) The Promoter has sole and exclusive right to sell the Apartments/unit/shop/commertial unit in the Building/s and enter into an agreement/s with the Allottee/s thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said project, the Promoter has to pay/ paid premium etc. for obtaining sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc the flats, by entering into agreements and to receive the consideration in respect thereof.

(C) The Promoter has appointed Architect for the said Entire Project **Ar. SumitMohanlalKumath** having Office at 9B, Anudeep Park, Tidke Colony, Nashik registered with the council of Architect of India having enrollment No. CA/2003/32323 for preparation of the layout and drawing of the buildings. The Promoter has also appointed Structural engineer Er. **Yogin Kulkarni** registered License No. 56 Dt. 01/01/2016 of Structural Engineer issued by Nashik Municipal corporation and having office at AadharBunglow, Kulkarni colony, Sharanpur road, Nashik for preparation of structural design/ drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Entire Project inter alia including the said Project. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision etc. till the completion of the said Entire project inter alia including the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer at its sole discretion, if so required, before the completion of the said Entire project inter alia including the said Project and appoint new Architect or Structural engineer.

(D) The Promoter has got some approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building/s. The Promoter has obtained sanctions, permissions etc. as follows,

(E) The tenure of the property has been converted from Agricultural to Non Agricultural and the Collector, Nashik had issued NA order dt.17-11-1995 bearing no. Maha/Kaksha-3/ N. A. Lett.no/359/1995 Nashik.

(F) That the building plan for residential + commercial purpose on the said property was previously approved and sanctioned by Nashik Municipal Corporation,Nashik vide no. LND/ BP/Ambad/ DCR/ 0082/2018,dt.12-04-2018, which has been revised and the Promoter has obtained a latest commencement certificate dt. 10-09-2018 bearing no. LND/ BP/ Ambad / DCR/0382/2018, from Nashik Municipal Corporation, Nashik (NMC).

(G) The Promoter has obtained Fire NOC from chief fire officer, Nashik vide Ref. No. NMC/FIRE/WS/II/MIXED-37/2018 Dt. 28/03/2018.

(H) The Promoter has started the construction of the building/ wing-B from **Saarthak- Garima** and has obtained commencement certificate from Nashik Municipal Corporation, Nashik.

It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/ies, the same shall be obtained in due course of time, by the Promoter. The Promoter hereby undertakes to abide by all the statutory terms and conditions as may be prescribed by relevant authorities from time to time.

(I) While sanctioning the above said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Entire project Land and the said Building/s and upon due observance and performance of which only the completion or occupation certification in respect of the said Building/s shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

(J) The Promoter has represented to the Allottee that the development of the said project shall be in accordance with the provisions of the real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA”) AND THE Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act 1963, (hereinafter referred to as “MOFA”) and rules made there under, as applicable on the date of this presents, and obligations of the Parties under this Agreement shall be governed thereunder.

(K) The promoter has disclosed that the said property will be subject to the provisions of Apartment Ownership Act. The

promoter hereby assures and undertake that they will execute and get registered The Declaration Deed of Apartment required under the said Act together with necessary details and specifications, also together with other relevant material and provisions and details. The said declaration will be registered by the promoter as and when required necessary, mostly after the entire completion of the project.

(L) The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Entire Project Land, the approvals and permissions, search and title report issued by the Advocate Sandeep PrabhkarKapote of the Promoter, Plans, designs and specifications prepared by the Architect and of such documents as are specified under the Real Estate(Regulations and Development) Act,2016("the said Act") and the rules and regulations made thereunder. The Promoter has also requested and permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Entire project land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said entire project and said project, the Allottee has decided to purchase an Apartment in the said Project vide application dt…….and has requested for an allotment of an Apartment No.-------- in wing No.--------- and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in Schedule-II written hereunder and hereinafter referred as **"the said Apartment"**.

(M) The Allottee has agreed to purchase the said Apartment 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 strictly.

(N) The carpet area of the said Apartment as per RERA is ------ Sq.Mtrs., and the area of the balcony is ---------- Sq.Mtrs. "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment. However the Carpet area of the said apartment as per sanctioned building plan is---------- Sq.Mtr.

(O) The authenticated copy of sanctioned layout plan of the said Entire Project is annexed hereto as **Annexture-1**. The

authenticated floor plan of the said Apartment is annexed hereto as **Annexture-2**. The specifications and amenities for the said Apartment are stated in **Annexture-3** annexed hereto. The common amenities and facilities of the said Entire project, to be shared in common for all buildings/wings in the said Entire Project are stated in **Annexture-4** annexed hereto. Authenticated copy of the latest commencement certificate issued by the NMC is annexed hereto as **Annexture-5**. Authenticated copy of the 7/12 extract is annexed hereto as **Annexture-6**. Authenticated copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as **Annexture-7**.

(P) The Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority **(RERA)** at ---------- no. --------- as per the applicable rules, authenticated copy is annexed hereto as **Annextre-8**.

(Q) 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.

(R) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rs. _____ _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

(S) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(T) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. **Construction of the Project/ Apartment**- The Promoter shall construct the said building / Wing /s as mentioned above, A-Wing consisting of Ground floor for parking plus Two wheeler parking on First floor plus upper **ten** floors, B-Wing consisting of

Ground floor for parking plus Two wheeler parking on First floor plus upper **ten** floors, C-Wing consisting of Ground plus One floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Presently the Promoter has obtained sanction of 4 floors of A-wing, 10 floors of B-wing, and Ground floor of C-wing And will purchase T.D.R to load and utilize it on A-wing and C-wing for construction of remaining floors.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by the Government authorities or due to change in law.

2. **Total consideration price** -

(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No.** _____ of carpet area admeasuring ___ **Sq.mtrs.** on _____ Floor in the building / **wing -B** (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure-C-1 for the consideration of **Rs.** _____**/- (Rs.** _____ _____ **Only)** (said flat cost excludes the proportionate price of the development of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Fifth Schedule annexed herewith).

2(b) The Total aggregate consideration amount for the apartment is thus **Rs.** _____**/- (Rs.** _____ _____ **Only)**

2(c) The Purchaser has agreed to pay to the promoter the consideration of **Rs.** _____**/- (Rs.** _____ _____ **Only)** in respect of the said flat in following manner :-

(i) 5% of the total consideration amount at the time of booking.

(ii) 20% of the total consideration amount after execution of the Agreement starts of excavation work.

(iii) 15% of the total consideration amount at the time of completion of the plinth of the wing.

(iv) 7% of the total consideration amount at the time of completion of 4th slab.

(v) 8% of the total consideration amount at the time of completion of 8th slab.

(vi) 8% of the total consideration amount at the time of completion of the wing B final slab.
(vii) 8% of the total consideration amount at the time of completion of External plaster.
(viii) 8% of the total consideration amount at the time of completion of Tilling.
(ix) 8% of the total consideration amount at the time of completion of Electrification.
(x) 5% of the total consideration amount at the time of possession.

100% Total amount of Rs. _____/- (Rs. _____ _____ Only)

The following amounts are received on and before the date of this agreement and balance amounts of payment shall be payable by purchaser as per the above payment schedule.
_____/- In Words Rupees _____ Only paid by Cheque No. _____ Dated ___/___/_____ drawn on _____, _____ Branch.
_____/- In Words Rupees _____ Only paid by NEFT Transfer UTR No. _____ Dated __/___/___. Paid as earnest money on execution of this agreement.

Total Rs. Rs. _____/- (Rs. _____ _____ Only)

The Promoter has acknowledged the receipt of the same subject to clearance of all cheques.

2(d) The Total Price above Includes Taxes (consisting of Tax paid or payable by the Promoter by way of GST which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

2(e) The Promoter has allowed in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments for the period by which the installments has been prepond. This provision is made at the request and instance of the Allottee and is voluntarily agreed by the Allottee and, subject to other terms of this agreement, shall not be subject to any revision/ withdrawal and shall not be questioned by the Promoter and the Allottee for any reason whatever.

3. **Adjustment of Payments**-

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the head (s) of dues against lawful outstanding, if any, in his/her 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/her payments in any manner.

4. The Promoter hereby agrees that the Allottee shall be allotted One car parking by the Promoter. The Promoter further states that the said lumsum consideration amount is inclusive of the Parking Space amount and no extra or separate charges have been charged or levied to the Allottee for the said Car parking space in whatsoever manner.

5. Use of Parking -All the Allottees in the said scheme (who have till this day booked the Aparments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/units and shall be heritable and transferable along with respective apartments/units and shall not be separated from the apartments / units. Accordingly the Allottee/s has selected for himself / herself / themselves covered Car park No. _____ hereto and Allottee agrees that the Promoter has not done the said allotment and therefore Promoter has given its consent for the same subject to the terms of this Agreement/s. The Allottees further agree that in case of disputes among themselves regarding selection of the car parks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.

6. **Measurement of the Carpet area of the said Apartment-**

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 Promoter. 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 between the parties. 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.

7. **Observation of conditions imposed by local/ planning authority-**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or any time thereafter. The Promoter shall before handing over possession of the said apartment to the allottees herein, obtain from the concerned planning/ local authority/ development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottees shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the Allottees shall paid all dues payable such as the necessary maintenance amount,deposit amount, Infrastructure charges,commonmaintainance charges and all the amounts and other taxes payable under this agreement with respect to the said apartment to the Promoter before taking possession of the flat premises.

8. 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 known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottees nature of its rights, title and interest or right to construct building and also given inspection of all documents to the Allottees as required by the law. The Allottees having acquainted themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this agreement. That, the Promoters hereby declare that the said property as

described in schedule-I is free from all encumbrances. The Promoters further declare and confirm that the title of the said property is clear, marketable and without any of the encumbrances whatsoever.

9. **Disclosure As to Floor Space Index**-

The Promoter hereby declares that, the total Floor Space Index for the B wing is permissible as on date is ---------- Sq. Mtr. out of the said total floor space index currently consumed FSI on the B wing is ---------- Sq. Mtrs. only and Promoter has planned to utilize remaining Floor Space Index as available today and in future in other building/s by availing of TDR or FSI available on payment of premiums or FSI available as 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 Promoter has disclosed the Floor Space Index of (------) ----------Sq. Mtr. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area and that will be got sanctioned in future in the recitals above.

9(1) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

9(2) Without prejudice to the right of Promoter to charge interest in terms of sub clause 9.1 above, 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 of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen 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 condition 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 agreed liquidated damages of Rupees One Lakh or Ten percent of the total amount received, whichever is higher payable to the Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not to terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

9(3) The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rupees One Lakh or Ten percent of the total amount

received, whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.

10. Specification and Amenities:-

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in Schedule-III hereto. Common amenities for the Project on the said land are stated in the schedule-V annexed hereto. In the project multi storied high rise buildings/ wings are under construction 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.

11. Possesion

1. The Promoter shall give possession of the Apartment to the Allottee on or before 31/03/2023 If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control, by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest as mentioned in the clause 9.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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 or act of God

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any

disputes or matters relating to the property pending final determination by the courts or any other authorities
(iii) Non-availability of steel, cement, other building materials, water or electric supply;
(iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
(v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
(vi) Delay or default in payment of dues by the allottee under these presents.
(vii)Pendency of any litigation.
(viii)Any act beyond the control of the Promoter.
(ix) Non availability of adequate labour for any reason.
(x) Force-Majeure

It is further clarified that the Promoter shall be entitled for an extension of twelve months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid force majeure conditions.

12. **Procedure for takingPossession–**

(1) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the project.

(2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/s is/are ready for use and occupancy.

(3) Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause mentioned herein above, the Allottee 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 to take possession within the time provided in above mentioned clause such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

13. **Use of Apartment**- The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle. And common spaces, places, facilities and amenities, Parking spaces for use of all.

14. **MAINTAINENCE:-**

a) The allottee/flat Purchaser shall be liable to bear and pay from the date of the completion certificate of said flat, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said flat and building/s namely maintenance charges or such other levies levied by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said building/s and its common areas.

b) The allottee/Purchaser simultaneously with the execution hereof but in any event, before taking possession of the said premises shall pay the following amounts to the Promoter/ person/Agency/ Association appointed by the Promoters for looking after day to day maintenance of the entire project which inter alia includes maintenance of common amenities, areas & facilities described in Schedule- hereto **Rs. _____/- (In Words Rupees _____ Only)** towards advance of maintenance deposit of the common areas, facilities & amenities. The promoter admits that the said amount shall be transferable.

It is hereby agreed between the parties to this Agreement that unless the payment of aforesaid amount is received by the Promoters or the person/Agency/ Association

appointed by the Promoters from the Purchasers, possession of the said flat Premises shall not be delivered.

c) The allottee/Purchaser shall pay to the Promoter/ person/Agency / Association appointed by the Promoters maintenance charges of **Rs. _____/- (In Words Rupees _____ Only)** plus GST as applicable from time to time per year in the form of 1 current dated and 5 post dated cheques towards yearly maintenance charges of the said flat prior to possession of the said flat by the Promoter to the Purchaser and Purchaser do hereby undertake to honor all the cheques.

d)The allottee shall pay following amounts separetely to the agency appointed by promoter or to the promoter or to the Association of Apartment

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.
2. For the maintenance of the overhead tanks and electric pump. Common electrical expenses for the passage light in the landing, staircase and marginal space as well as bore-well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A. Taxes.
4. For the payment of the watchmen, and the swipper and also for the regular maintenance of the cleanliness of the building.

e) It is hereby agreed between the promoter and the allottee/purchaser that if the allottee/purchaser fail to pay the maintenance amount or any other amount to which he is liable to pay then in that case he shall be liable and responsible to clear the dues with interest @ 24 % p. a. and fine as may be decided from time to time. It is also made clear that charge of all such overdue amounts with interest and fine shall be deemed to have been created on the said premises automatically. The promoter shall have sole right of termination of this agreement or recovery with penal interest of the balance maintenance amount from purchaser.

15. Separate Account - The Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the maintenance deposit and yearly maintenance. And promoter shall handover said account to the Association of Apartment, after completion of whole Project.

16 Infrastructure charges- The allottee shall pay to the Promoter separate amount of Rs.----------/- (Rs.---------- only) towards the Infrastructure development charges, facilities provided in the entire project which inter alia includes common amenity and infrastructure, on or before taking possession of the said flat and the allottee hereby undertake to honor all amounts or all the cheques.

17. **The allottee agrees that the total amount / consideration of flat / unit excludes the following :-**

(i) Amount for share money, application entrance fee of the Association.
(ii) Amount for formation and registration of the Association.
(iii) Amount for proportionate share of taxes and other charges / levies in respect of the Association. (The allottee shall pay to the promoter,his share of amount mentioned in i,ii,iii at the time of possession or before taking possession of the flat premises)
(iv) Amount for deposit towards Water, Electric, drainage and other utility and services connection charges and the amount for deposits of electrical receiving and Sub Station / Transformer provided in the Layout .For the said expenses the allottee shall pay total amount of Rs.30,000/-(Rs. Thirty Thousand only) to the Promoter at the time of or before taking possession.

18. At the time of registration of conveyance of the building or wing of the building or the unit or apartment, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. If Promoter at its discretion decides to form Association of all Apartment in the larger land under layout and to convey any portion of the property then the Allottee shall bear and pay to the Promoter his share of the costs thereof including stamp, registration charges, taxes, etc. as and when demanded and shall sign require documents and register the same.

19. **Termination of Agreement**:-

1. For whatsoever reason if the Allottees herein, without any default or breach on their part, desire to terminate this agreement/ transaction in respect of the said apartment then, the Allottees herein shall issue a prior written notice to the Promoter as to their intention 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 the Allottees to execute and register deed of cancellation. Only upon the execution and registration of Deed of Cancellation the Allottees shall be entitled to receive the refund of consideration (excluding GST amount paid) subject to terms of this agreement.

2. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and the Allottees herein is terminated as stated above, then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and the Allottees herein, in respect of the said apartment, shall stand automatically canelled and either party shall have no right, title interest or claim against each other except as provided hereinafter.

20. **Defect liability:-**

(i) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee bring to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is 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 and in case it is not possible to rectify such defects, then the allottees shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottees shall not carry out any alterations of whatsoever nature in the said apartment of buildiing/ wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottees 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 water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature,etc.

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

Further where the manufacturer warranty as shown by the developer to the Allottees, ends before the defect liability period

and such warrantes are covered under the maintenance of the said unit/building/wing and if the annual maintenance contracts are not done/ renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same.

That, the Allottees have been made aware and that the Allottees expressly agree that the regular wear and tear of the unit/building/wings 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 degrees centigrade 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 Allottees, 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 built of the unit/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, kitchen gas supply machinery and others) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

(ii) However, for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handling over possession to the Allottees for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/ wing as stated in the said agreement. That further it has been agreed by the Allottees that any damage or change done within the unit sold or in the building/wing done by them or by any third person on and behalf of the Allottees then the Allottees expressly absolves the developer from the said liability and specifically consents that on such act done, he shall waive his rights to enforce the defect liability on and towards the developer.

21. **Formation of Organisation of Apartment Holders**:-

1) AND WHEREAS prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof, along with building/s constructed or to be constructed thereon along with all the facilities, amenities, open spaces etc. shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction work of all buildings in the entire scheme and utilization of entire FSI and TDR, permissible to be utilized in the said scheme as per Development Control Rules (whether previously got sanctioned or not) and after receiving completions certificate from Nashik Municipal Corporation, Nashik (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their apartments to the provisions of the said Act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the unit/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

2) Considering the Promoter herein is carrying on the construction/ development on the said land in phases or stages as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more associations of as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

3) Allottees along with other Allottees of Apartments in the building shall join in forming and registering the association of Apartment owners-condominium to be known by such name SAARTHAK GARIMA, Wing-A,B and C 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 Association of

Apartment owners-condominium and for becoming a member, including the bye-laws of the proposed Association of Apartment owners-condominium and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottees, so as to enable the Promoter to register the common organization of allottees. No objection shall be taken by the Allottees if any, changes or modifications are made in the draft bye-laws,or the Memorandum and/or Articles of Association of Apartment owners-condominium, as may be required by the competent authority.

4) The Promoter shall within the stipulated time period of 3(Three) months of registration of the Association of Apartment owners-condominium as aforesaid, cause to be transferred to the Association of Apartment owners-condominium all the right, title and the interest of the Promoter in the said structure of the building or wing in which the said Apartment is situated. As well as the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.

22. Conveyance of the said Apartment:-

The Promoter on receipt of any of the unpaid dues if any with respect to the said Apartment under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the said unit not later than 2(Two) years and with proportionate indivisible share in the common area within 3(Three) months to the Association of Apartment owners condominium, as may be formed all the rights, title and interest of the Promoter/original owner in the aliquot part of the said land i.e. said project referred in schedule-I unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (Three) months from the issuance of the occupancy certificate. However in case the Allottees fail 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 Allottees authorize the Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees.

23. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

i. 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.

ii. 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.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. 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.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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/wing 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/wing and common areas.

vi. 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.

vii. 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 Apartmentwhich will, in any manner, affect the rights of Allottee under this Agreement.

viii. 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.

ix. After receiving occupation certificate or completion certificate from Nashik Municipal Corporation, promoter shall execute Declaration deed of Association of an Apartment or all

Apartments or shall execute conveyance deed of the structure / apartment to the Association of allottees within three months. And at the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 Authorities.

xi. 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.

(xii) During the stage wise development of project the Promoter is entitled to adopt any suitable construction methodology/ technology as may be advised and approved by the structural design consultant and project Architects.

24. **Covenants by Allottee as to use of said Apartment**

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i) To maintain the Apartment at the Allottee'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.

ii). 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 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 Apartment is situated, including entrances of

the building 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

iii) 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 Promoter to the Allottee 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) 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 Promoter and/or the Association.

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

vi) 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.

vii) Pay to the Promoter within fifteen days of demand by the Promoter, his 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.

viii) To bear and pay increase in local taxes, NA 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 for any purposes other than for purpose for which it is sold.

ix) The Allottee shall not let, sub-let, give on leave and license basis, 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 to the Promoter under this Agreement are fully paid up.

x) The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 shall also observe and perform all the stipulations and conditions laid down by the Association 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.

xi) Till a conveyance of the buildings along with Project land/ Plot area in which Apartment is situated is executed in favour of Association, the Allottee shall permit the Promoter 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.

xii) Not to obstruct the development work for any reason and in any way.

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

xiv) If the Allottee shall desire to fit collapsible grill/s / safety door to the balconies then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter

and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.

xv) The Allottee shall not dry or hang clothes in the balconies.

xvi) The unit allotted is a residential unit hence the Allottee shall use the same only for the residential purpose.

xvii) Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./N.M.C./ concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.

xviii) If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefore.

xix) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.

xx) The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 18 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be

responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

xxi) The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Association and until the project land is also transferred to the Association of Apartment, as hereinbefore mentioned.

26. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment 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 who has taken or agreed to take such Apartment.

27. It is agreed by and between the Parties as under –

I. The name of the project shall be “SAARTHAK GARIMA” and the said agreement is of **“Saarthak Garima- Wing-B”**

II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee/s as required by law. The Allottee/s having acquainted himself/ herself/ themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Owner/ Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or

mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.

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

IV. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefore, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.

VI. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.

VII. Title Insurance is mandatory by RERA but the same is not currently provided by any insurance company or State or Central Government. As on when made available, promoter declares that he/they will avail of the same by collecting proportionate share of expenses of title insurance from each current and future buyer.

VIII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions and the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire

scheme or under this agreement or in the said building hereinafter to be constructed thereon.

IX. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

X. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.

XI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building or any other TDR obtained by the Promoter.

XII. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.

XIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

XIV. If promoter will purchase additional TDR ,in such an event the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently

permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, and construct the additional units permitted by Corporation/Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members.

XV. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.

XVI. The Promoter herein may be constructing the said building in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining building may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.

XVII. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

XVIII. There is Transformer, underground water tank and other facilities in the said Project. The said facilities are subject right of use of all the Apartment holders in common from all wings/ buildings , subject to all sharing maintenance in proportion of their respective flat areas.

XIX. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

XX. The Promoter may develop the common facilities and amenities common for all buildings/ wings, as per the progress of construction of all buildings/ wings. Hence the possessions of all amenities and facilities common for all will handover to Association of Apartment after completion of last building/wing of Saarthak Garima Apartment.

XXI. It is hereby made clear that as stated herein above the organization of all the Apartment Allottee/Unit holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

XXII. The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958.

XXIII.The Promoter may at its discretion and option decide to form a Association separately of each building/wing or jointly of all the buildings/wings in the said property. The decision taken by the Promoter shall be final and binding on the Allottee/s.

XXIV. (i)The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

XXV. It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation /

Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, puja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

XXVI. If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the apartment / unit until the charges are paid.

28. **Right of Allottees to use Common areas and facilities subject to Payment of Total Maintenance charges:-**

The Allottees hereby agree to purchase the apartment on the specific understanding that their rights are only for the use of said common areas and facilities unless specifically allotted/given common areas/ facilities, the use of it shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees or the maintenance agency appointed by it and performance by the Allottees of all their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Allottees have expressly agreed to pay for the same.

29. **BINDING EFFECT:-**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be

returned to the Allottee without any interest or compensation whatsoever.

30. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

31. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

32. **PROVISION OF THIS AGREEMENT APPLICABLE TO 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 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.

33. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other 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.

34. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the

Apartment to the total carpet area of all the Apartmentin the Project.

35. **FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office after the Agreement is duly executed by the Allottee 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.

37. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

38. NOTICE

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 A.D. and notified Email ID at their respective address / specified below :-

Name of Allottee
1. _____
2. _____
B/R/o.
_____

Notified Email ID : _____

Promoter Name
M/s. Saarthak Constructions Partnership firm
Promoter Address - 2, liberty Point, Racca Colony, Sharanpur Road, Nashik-422002

Notified Email ID: saarthaknashik@gmail.com

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 received by the Promoter or the Allottee, as the case may be.

39. **JOINT ALLOTTEE**

That in case there are Joint Allottees 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.

40. **Stamp Duty and Registration -** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

41. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser / allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Developer, which deposit shall refunded by the Developer on the allottee producing such certificate within 4 months of the possession. Provided further that in case the alloottee/s fails to produce such certificate within the stipulated period of the 4

months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

42. The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty on carpet area plus 20% or flat consideration whichever is higher. The same is calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be executed by the Owner/Promoter herein in favour of the Allottee herein in respect of the said apartment / accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee. In addition to the stamp duty mentioned above LBC stamp of 1% is also paid to this Agreement.

43. **Dispute Resolution –**

i)In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the Notice of Dispute) The authorized representatives of the parties shall co-Operate and negotiate in good faith, and attempt to amicably resolve the dispute. The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and / or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint a single arbitrator to be appointed by the Promoter preferably Architect/ Advocate of the project as the sole arbitrator in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 and the decision of the sole Arbitrator shall be final and binding. The Arbitration shall take place in Nashik, Maharashtra.

ii) As mentioned above the dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

44. **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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE

All that piece and parcel of of**Plot No.8+7+6+5** total area admeasuring 3065.89 Sq.Mtr. out of **Gut No. 227/A/2/1** laying and situated at **village Ambad khurd,** within the limit of Nashik Municipal Corporation, Nashik bounded as,

East- 9 mtr. Wide road
West- 30 mtr. Wide DP road
South- Plot No. 4
North- Survey No. 222

SECOND SHEDULE ABOVE REFERRED TO

Description of the said Apartment agreed to be sale by this Agreement.

The constructed premises of Apartment / Flat No. _____ admeasuring carpet area about _____ **Sq. Mtrs.**, Carpet Area of Sit out / Balcony / utility / covered area ____ Sq. Mtr. which is shown on the building plan which is annexure herewith situated on _____ **Floor** in the **Building** known as **"SAARTHAK GARIMA APARTMENT Wing-B "** together with the absolute and exclusive right to use, utilize and enjoy the said premise is bounded as under,

East-
West-
South-
North-

THIRD SCHEDULE

AMENITIES PROVIDED IN THE FLAT

1) R .C.C. Frame structure with tested steel & Portland cement.
2) 6 “thick external & 4” thick internal walls with external sand face & internal neeru finish plaster.
3) External single coat of Primer & two coats of external waterproof acrylic paint.
4) Internal oil bond tractor distemper of Asian paints make with two coats of putti.
5) M. S. grill for windows with powder coated Aluminum windows with mosquito net.
6) Elevators.
8) Wide common staircase with kota stone finish.
9) Decorative compound wall with M.S. gate & security cabin
10) Main door of Plywood flush door with designer laminates having metal hardware fittings.
11) All other rooms with Plywood flush door with designer laminates having metal hardware fittings.
12) Entire flat will have 600 x 600 mm ceramic tiles.
13) All toilets in flat will have dado up to 7’ height with good quality glaze tiles.
14) Toilets flooring will be of 1’ x 1’ ceramic tiles.
15) All toilets will have shower & mixer.
16) One common wash hand basin & one in master toilet.
17) Kitchen will have 9’ length black gray spotted granite otta with stainless steel sink and water connection.
18) Under-ground & Overhead water tanks for ample water storage.
19) Attached terrace will have ceramic flooring.
20) Electrification will be partly concealed with concealed switchboard.
21) Cable & telephone point in living room
22) Drainage line connected to NMC sewerage line through septic tank.

FOURTH SCHEDULE

Limited common area and facilities in SAATHAK GARIMA APARTMENT”

1. Partition walls between the two units shall be limited common property of the said two units.
2. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
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.

FIFTH SCHEDULE

COMMON AREA AND FACILITIES to be managed by Association of Apartment –

1. Marginal Spaces
2. Internal pathways.
3. Transformer, common, overhead water tank.
4. The above common area and facilities shall be developed, constructed and made operational progressively as per the progress of each building.
5. Common ground water storage tank.
6. Compound walls, fencing and gates.
7. Common drainage, water and electrical lines with water and electrical meters, Lifts, Generator, Amenities in Terrace.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY THE MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED & DELIVERED
BY WITHIN NAMES

PROMOTER

M/S. Saarthak Constructions Partnership

firmThrough its **Partner**

1) MR.SANTOSH SAMBHAJIRAO PATIL _____

2) MR. HRISHIKESH SHAM SUMMANWAR _____

SIGNED, SEALED & DELIVERED
BY WITHIN NAMED **ALLOTTEE**

MR.---------- _____

MRS.---------- _____

ALLOTTEE

WITNESSES:-1._____ **2.**_____