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Zone Number :
Government Valuation : /-
Consideration : /-
Stamp Value : /-
Registration Fees : /-

AGREEMENT FOR SALE

AGREEMENT FOR SALE made & executed at Igatpuri on this ____th day of _____ in the Christian Year 2018.

BETWEEN

Mr.Nitin Dayalal Kothari
Age:57 yrs., Occ. Agricultural & Business,
PAN AACPK 6288 N ,
R/o.Tapowan, Panchavati,
Nashik-422003.

Hereinafter called as the VENDOR/SELLER/DEVELOPER/ PROMOTER (Which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective partners, heirs, successors, survivors, executors, administrators and assigns, etc.) ...PARTY OF THE FIRST PART.

AND

1) Mrs. ----------,
Age: ----- Years, Occ: Housewife,
PAN NO. - ----------,
2) Mr. ----------,
Age: ----- Years, Occ: Service,
PAN NO. - ----------,
Both R/ at: ----------,
----------,
----------.

Hereinafter called as the "PURCHASER'S, PURCHASERS/ALLOTTEE", (Which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their respective heirs, successors, survivors, executors, administrators and assigns, etc.) ...PARTY OF THE SECOND PART.

WHEREAS the vendor/promoter possessed and an otherwise well and sufficiently entitled to the Non Agricultural piece of land bearing Plot No.01, area adm. 8866.60 Sq.Mtrs - Rounding area of Road 23.00 Sq.Mtrs = Remaining Area 8843.60 Sq.Mtrs, out of Block/Gat No.279/1/2/30/35/C-part situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik more particularly described in schedule-A written hereunder and hereinafter referred to as the said property.

AND WHEREAS , by Sale Deed dated 12/02/2015,the previous owner of the property bearing Gat No.279/1/2, area adm. 00 H.22.80 R ,situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik , Karanjit Singh Saran absolutely conveyed abovesaid property to and in favour of Vendor. The said Sale Deed is registered in the office of Sub-Registrar Igatpurti at Sr.No.448 and accordingly the name of Vendor has been muted on record of rights of abovesaid property.

AND WHEREAS , by Sale Deed dated 12/02/2015,the previous owner of the property bearing Gat No.30, area adm. 2 H.39.9 R + P.K. 00 H.07R , situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik , Promit Singh Chawla absolutely conveyed abovesaid property to and in favour of Vendor. The said Sale Deed is registered in the office of Sub-Registrar Igatpurti at Sr.No.449 and accordingly the name of Vendor has been muted on record of rights of abovesaid property.

AND WHEREAS , by Sale Deed dated 12/02/2015,the previous owner of the property bearing Gat No.35/C, area adm. 2 H.14 R + P.K. 00 H.30R , situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik , Promit Singh Chawla & Karanjit Singh Saran absolutely conveyed abovesaid property to and in favour of Vendor. The said Sale Deed is registered in the office of Sub-Registrar Igatpurti at Sr.No.450 and accordingly the name of Vendor has been muted on record of rights of abovesaid property.

AND WHEREAS , vendor/promoter prepared a joint lay out of G.No. 279/1/2/30/35/C-part , total area adm.49970.00 sq.mtrs. along with permission for part construction on Plot No.1 out of said lay out and said lay out is sanctioned & permission for construction has been given by Assistant Director of Town Planning Nashik vide letter no.Antim Abhinyas/Mou.Pardevi Ta.Igatpuri/G.No.279/1/2,30,35(C)(Pai)/Sa.San.Na.Ra.Na./2807,dtd.17/11/2018 , The said lay

out has been also sanctioned by Tahasildar Nashik vide letter no.Jamabandi/NASR/11/2017,dtd.18/12/2018 and further permission for construction has been granted by Sub Divisional Officer Igatpuri-Trambakeshwar vide order no.Jamabandi/Ban.Pa.S.R./21/2018,dtd.18/12/2018.

AND WHEREAS ,vendor/promoter prepared a said building plan on area of adm._____ sq.mtrs out of total area adm._____sq.mtrs of Plot No.1, G.No.G.No. 279/1/2/30/35/C-part , situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik and rights to construction on remaining part has been retained by vendor/promoter.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

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

AND WHEREAS AND WHEREAS the Promoter has proposed to construct 01 Building on the area adm._____ Sq.mtrs out of total area adm.____ Sq.mtrs. of Plot No.1,G.No.G.No. 279/1/2/30/35/C-part , situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik, consisting Ground and 04 floors consisting of the Residential Flats(Service Apartments). The building shall be known as "Mansoon Mist"

AND WHEREAS the Allottee is offered an Apartment bearing Flat No._____ on the _____ floor, (hereinafter referred to as the said "Apartment") in the Building "Mansoon Mist" ,(hereinafter referred to as the said "Building").

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS on demand from the allottee , the Promoter has given inspection to the Allottee of all the documents of title relating to the land and the plans, designs and specifications prepared by the Promoter's Architects Mr.Manish Jadhav as project Architects and _____ as Structural Consultant and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder,

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats/Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open /common spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the vendor has converted the use of said land/ property into Non Agricultural purpose and got Non Agricultural permission from Collector Nashik vide order No. Jamabandi/NASR/120/ 2014,dtd.22/10/2014.

AND WHEREAS the vendor has got approved building plan from the concern local authority the plans, elevations , sanction and details of the said scheme under Building Permit and Commencement Certificate No.Antim Abhinyas/Mou.Pardevi Ta.Igatpuri/G.No.279/1/ 2,30,35(C)(Pai)/Sa.San.Na.Ra.Na./2807,dtd.17/11/2018 from Assistant

Director of Town Planning Nashik. The said lay out has been also sanctioned by Tahasildar Nashik vide letter no.Jamabandi/NASR/11/ 2017,dtd.18/12/2018 and further permission for construction has been granted by Sub Divisional Officer Igatpuri-Trambakeshwar vide order no.Jamabandi/Ban.Pa.S.R./21/2018,dtd.18/12/2018.

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Purchasers/ Allottee has applied to the Promoter for allotment of an Apartment /Flat No._____ on the _____ floor, in the Building "Mansoon Mist".

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee 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.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all

applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at_____ no._____.,dtd._____

AND WHEREAS, 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.

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 neither agrees to sell and nor sold any space for Parking to the Purchasers/ Allottee. The Parking space will be provided in marginal Space of the building , as shown in sanctioned building plan and all the members along with Purchasers/ Allottee will have the common right to use the said space for parking purpose only.

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

1. The Promoter shall construct the said building/s consisting of ground and four upper floors on area adm._____ sq.mtrs out of total area adm._____sq.mtrs of plot no.1,(particularly mentioned in First Schedule) in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Promoter has right to make or prepare the separate building plan of one or more building on said remaining area of plot no.1 , in its sole discretion, without any written or oral consent of the Allottee. The promoter has the right to get sanctioned such building plan or plans from concern authority and to construct the building or buildings and to sell the units in the open market.

The Promoter has made the purchasers aware and the purchaser hereby gives explicit no objection and irrevocable and unconditional consent to the Promoter to prepare the new/ revised layout

and building plans, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc. of the said land and to submit the same to the requisite authorities and obtain their sanctions 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, and for the said purposes to sign all plans, without in any manner making the Purchaser liable for any costs and affecting his/ her interest.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No. _____ of the carpet area admeasuring _____ sq. metres on _____ floor in the the Building "Mansoon Mist"(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/-(Rupees :- _____ only) including the proportionate price of the 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 Second Schedule annexed herewith.

3. The total aggregate consideration amount for the apartment is thus Rs._____/-(Rupees :- _____ only).The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee by way of Cheque bearing Cheque No._____, dtd._____ drawn on _____ (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and Allottee / Promoter hereby agrees to pay to the Promoter the balance amount of Rs._____/-(Rupees._____ ____ ___ _____ only) in the following manner :-

a. Amount of Rs._____/-(Rupees-_____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter within 15 days after the execution of this Agreement

b. Amount of Rs._____/-(Rupees-_____ (not exceeding 45% of the total consideration) to be paid to the Promoter within 15 days from the completion of the Plinth of the building.

c. Amount of Rs._____/-(Rupees-_____ to be paid to the Promoter within 15 days from the completion of the first slabs of the building.

d. Amount of Rs._____/-(Rupees-_____ to be paid to the Promoter within 15 days from the completion of the second slabs of the building

e. Amount of Rs._____/-(Rupees-_____ to be paid to the Promoter within 15 days from the completion of the third slabs of the building.

f. Amount of Rs._____/-(Rupees-_____ to be paid to the Promoter within 15 days from the completion of the Fourth slabs of the building.

g. Amount of Rs._____/-(Rupees-_____ (not exceeding 70% of the total consideration)to be paid to the Promoter within 15 days from the completion of the fifth slabs of the building

h. Amount of Rs._____/-(Rupees-_____ (not exceeding 75% of the total consideration) to be paid to the Promoter within 15 days from the completion of the internal plaster of the building.

i. Amount of Rs._____/-(Rupees-_____ (not exceeding 80% of the total consideration)to be paid to the Promoter within 15 days from the completion of the Sanitary fittings, staircases, liftwel, lobbies upto the floor level of the said Apartment.

j. Amount of Rs._____/-(Rupees-_____ (not exceeding 85% of the total consideration) to be paid to the Promoter within 15 days from the completion of the external plumbing and external plaster, of the building or wing in which the said Apartment is located.

k. Amount of Rs._____/-(Rupees-_____ (not exceeding 95% of the total consideration) to be paid to the Promoter within in 15 days from the completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

I. Balance Amount of Rs._____/-(Rupees-_____ _____ against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

4. 1(d) The above purchase price / consideration does not include the following charges:-

a) Stamp Duty, Registration and other charges payable to the concerned authorities.
b) Legal charges for documentation.
c) Transfer fees.
d) Water Resources Development charges.
e) Any other taxes, cesses that shall be levied or become leviable by any Government authorities and also such other charges, escalations imposed by any Government Authorities.
f) Proportionate share of Property taxes.
g) Share money; entrance Fee of the Society or limited Company.
h) Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment.
i) The amount of single phase MSEDCL meter deposit & water connection charges, Building maintenance deposit, Proportionate amount for formation and registration of Association of Apartment owners and Other expenses mentioned in the agreement.

5. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along

with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

6. The Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft or by local cheques drawn in the name of 'Mr.Nitin Dayalal Kothari', If the Flat Purchaser/s makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D or by local cheques & the possession of the said flat shall only be handed over after the amount is realized and credited by the drawee bank.

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques . If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No rebate /interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks,etc.

7. 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 Pro-

moter. 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.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any 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 payments in any manner.

9. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

10. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3 herein above. ("Payment Plan").

11. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said building is _____ square meters only and Promoter may planned to utilize Floor Space Index 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 _____ as pro-

posed to be utilized by him on the land under the building and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

12. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @ 12% per annum or 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 @ 12% per annum or 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.

13. It is hereby agreed that the time for payment as specified above is the ESSENCE OF THIS AGREEMENT and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Promoter shall be entitled to take such action as he is entitled to take in case of breach/ default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest @ 12% per annum with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment.

Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat and the Purchaser has agreed to pay the same before possession of the said flat.

Without prejudice to the right of promoter to charge interest in terms of above, On the Purchaser committing default in payment on due dates of any one installment due and payable under this agreement (including his/her proportionate share of taxes levied by con-

cerned local authority and other outgoings) and/or on the Purchaser committing breach of any one of the terms and conditions herein contained the Promoter, shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Purchaser 15 days prior notice in writing of their intention to terminate this agreement stating the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach within the time of maximum 15 days.

Provided further that upon termination of this agreement as aforesaid, the Promoters shall simultaneously carry out the new booking of the said FLAT and refund the amount paid till that date by the Purchaser without interest and after deducting the ___% of the amount paid, towards damages, compensation ,brokerage , if paid and after deducting G.S.T. and / or any other amount due and payable by the Purchaser/s and / or paid by the Promoters in respect of the said Premises only after selling/disposing of the said flat to any other person/s or party. However, the erstwhile Purchaser shall not have any other claim upon the Said FLAT itself or against the Promoters, except that of the amount to be refunded i.e. money claim without interest.

14. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in ANNEXURE-annexed hereto. The Promoters shall endeavor to provide the amenities of the same specifications as herein stated. However, in the event , amenities of the said specifications are not available in the market then the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.

15. The Promoter shall give possession of the Apartment to the Allottee on or before ____st day of _____ 20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 12 hereinabove from the date the Promoter received the sum

against the consideration of said flat till the date the amounts and interest thereon is repaid. 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.
(iii) Any reasons beyond the Promoter's' control.
(iv) Any default by purchaser.
vi) Delay in grant of any NOC/permissions/licenses/connections/installation of any services such as lifts, electricity, water connections and meters to the Scheme FLAT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.

16. 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 3 months 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 7 days of receiving the occupancy certificate of the Project.

17. 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 Apartments are ready for use and occupancy:

18. Upon receiving a written intimation from the Promoter as per clause 16, 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 clause 16 such Allottee shall continue to be liable to pay maintenance charges as applicable.

19. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided further that the Flat Purchaser/s shall not carry out any alterations of whatsoever nature in the said flat and building or in the fittings therein. In particular it is hereby agreed that the Flat Purchaser/s shall not make any alterations in any of the RCC structures, fittings, amenities, pipes, water supply connections or any of the erection ,alterations in the kitchen, toilets, W.C., terraces, bathroom etc. If any of such works are carried out or any heavy loads are stored in the Flat, balconies, terraces, passages, etc, any liability including defect liability automatically shall become void. Further, the purchaser shall be liable of paying damages, if any, to purchaser / owner / user of the flat below or any affected flat.

20. The Purchasers/ Allottee shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of residence He/She shall use the parking space only for purpose of keeping or parking vehicle.

21. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

22. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

23. The Promoter shall, within three months of registration of the Federation/apex body o f the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the land on which the building with multiple wings is constructed.

In the event the Federation/Co-operative Society Owners being formed prior to the construction, sale and disposal of all the apartments /units /tenements in the Said Scheme/s, the rights, interests, entitlements, etc., of the said Society/ holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose off such unsold units/tenements/ /parking spaces/ / as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Purchaser/s that the Promoters shall not be liable and /or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold premises.

24. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of whatever may come, per month towards the outgoings. The amounts so paid by the Allottee to

the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

25. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amounts for share money, application entrance fees, formation and registration of the Society or Limited Company/Federation/ Apex body and proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body , the amount for provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for Two years and amount for Deposit towards Water, Electric, and other utility and services connection charges & amount for deposits of electrical receiving and Sub Station provided in Layout.

26. The Allottee shall pay to the Promoter a sum of whatever may come for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

27. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

28. 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 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 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 Apartment which 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. 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 governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent 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.

29. 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, com-

mon passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee 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 color 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 Society or the Limited Company.

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, 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 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 Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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 outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their survey-

ors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

30. After the registering the project under the provisions of the said act with Rera the Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

31. 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 Society/Limited Company or other body and until the land under the building is transferred to the Apex Body /Federation as hereinbefore mentioned.

32. After the Promoter executes this Agreement he 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.

33. 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 and after deducting the ___% of the amount paid, towards damages, compensation & brokerage , if paid.

34. The allottee has applied to the promoter for allotment of an apartment , described in Second Schedule written hereinbelow, through agent _____, registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at_____ no._____.The information of project & terms of allotment are mentioned in this agreement & fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in ANNEXURE- annexed hereto, except these ,if abovesaid agent made or makes any other representation , promoter will not be responsible and liable for such representations. The liability of abovesaid agent imposed under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 will be limited with said agent alone.

Further, it is made clear and agreed by and between the parties that, the amount of brokerage , payable to said agent under this transaction, have to pay by promoter alone. The allottee authorized the promoter to pay the amount of brokerage in proportion to all payments against consideration of apartment made by him to promoter.

35. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

37. 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.

38. 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 Apartments in the Project.

39. 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.

40. 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.

41. 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. Under Certificate of Posting at their respective addresses specified on page no.1 of this Agreement.

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

42. 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.

43. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

45. 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 Courts at Nashik will have jurisdiction for this Agreement.

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

First Schedule

All that piece and parcel of vacant land area adm._____ sq.mtrs out of total area adm.8866.60 Sq.Mtrs - Rounding area of Road 23.00 Sq.Mtrs = 8843.60 Sq.Mtrs out of Block/Gat No.279/1/2/30/35/C-part situated at Revenue Village Pardevi, Tal.- Igatpuri , Dist. Nashik bounded as follows;

On or towards EAST :
On or towards WEST :
On or towards SOUTH :
On or towards NORTH :

Together with the right to use common space, colony roads and other easementory rights.

Second Schedule

All that piece and parcel of Service Apartment No._____, ad-measuring carpet area _____ sq. mtrs. + Balcony area adm._____ sq.mtrs + attached Terrace area ____, (net usabel area of Apartment, area adm. sq.mtrs) on _____ Floor, In Building known as "Mansoon Mist", to be constructed upon the said land described in first schedule above. The said Apartment is bounded as under:

On or towards EAST :
On or towards WEST :
On or towards SOUTH :

On or towards NORTH :

Here set out the nature, extent and description of common areas and facilities.

Annexure -A

(Fixtures, Fittings and Amenities to be provided in the Apartment)

Annexure -B

(Common Fixtures, Fittings and Amenities to be provided to the building)

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

SIGNED AND DELIVERED by the
Within Named "PURCHASER"

_____

SIGNED AND DELIVERED by the
Within Named "VENDOR/SALER"

_____

In the presence of Witnesses.

1]_____ 2]_____