

LETTER OF ALLOTMENT

Date: -

To,

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(Hereinafter referred to as 'Allottee')

Subject: Allotment of Residential Unit No..... in the project known under the name _____ with Residential and Commercial Premises situated at Village _____, Taluka Nashik and District Nashik.

Reference: Booking Form (Application) No.....

Details of Applicant and Unit allotted are as hereunder:

Full name of Allottee (Applicant)	
Full name of Joint Allottee (Co-Applicant) (if any)	
Allottee's and Joint Allottee's (if applicable) Residential Address (Permanent)	
E-mail ID for correspondence	
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Carpet Area	
Area of Balcony Space/s (if any)	
Area of attached Terrace/s (if any)	
Area of Garden Space/s (if any)	
Common Area/s (if any)	

**Note: Any change in the personal details of the Allottee and/or joint Allottee has to be intimated to the Developer for updation of its records in a prompt manner*

It is our pleasure to inform you that the Unit booked by you via the aforementioned Booking (Application) Form and thus provisionally allotted to you is now being finalized subject to the terms and conditions as stated in these presents and as are appearing hereunder:

Terms and Conditions

1. Upon issuance of this Letter of Allotment, the Allottee and/or joint Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being the essence of this transaction as envisaged herein.
2. The Allottee and/or joint Allottee shall, in relation to the Unit, make all payments to the Developer from his/her/its own bank account and not from and through the bank accounts of any third parties. If in the event such third party bank accounts are used the Allottee and/or joint Allottee, he/she/it/they alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee and/or joint Allottee only.
3. The Allottee and/or joint Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Booking (Application) Form and this Letter of Allotment, including timely payment of amounts stated hereunder.
4. In the event the Allottee and/or joint Allottee fails or neglects to comply with any of his obligations under the Booking (Application) Form/ Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) the Allottee

and/or joint Allottee shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Allottee and/or joint Allottee of such default and the Allottee and/or joint Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee and/or joint Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Developer shall reserve the option to cancel the allotment of the Unit, by sending a termination letter by Speed Post and/or email correspondence. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Developer by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to deduction thereon of tax at source and/or other applicable government levies and taxes be they direct or indirect in nature. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee and/or joint Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee and/or joint Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.

5. All overdue payments shall attract interest at 2% + prevailing SBI MCLR rate, from the dates they are due and payable till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard as the case may be and in accordance with the laws laid down in this regard .

6. The Total price is escalation-free, save and except escalations 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 entities from time to time.

7. The Developer shall endeavor to make available the Unit for Possession (for fit outs) of on or before _____ subject to the Allottee and/or joint Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly, complete clarity in this regard shall be rendered by the Developer to the Allottee and/or joint Allottee.

8. The unit cannot be let, sublet, re-sold or transferred to any third party by the Allottee and/or joint Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee and/or joint Allottee has taken possession of the Unit.

9. The Allottee and/or joint Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representatives without just cause and reason. In the event, the Allottee and/or joint Allottee does or omits to do any such act, deed or thing with malicious intent then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter and the law applicable in this regard .

10. The Allottee and/or joint Allottee hereby agrees that the Developer shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee and/or joint Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages provided the rationale behind the same is

justifiable and reasonable. The Allottee and/or joint Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee and/or joint Allottee, in that regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India and the Courts of Nashik District in particular. Any dispute shall be attempted to be primarily settled by a sole arbitrator appointed by the Developer and Allottee and/or joint Allottee jointly prior to approaching any court of law and/or ancillary forum and the said arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

I would like to take this opportunity to thank you for the trust that you have reposed in us, and assure you of our best services at all times.

Warm Regards,

For Karda Constructions Ltd.

(Authorized Signatory)

ANNEXURE A
PAYMENT SCHEDULE

ANNEXURE B
SOCIETY AND OTHER CHARGES

Particulars	Amount (in Rs.)
Towards MSEDCL Charges	
Amount calculated towards Apartment maintenance deposit covering provisional outgoing for common municipal taxes, common water bills, common electric bills, maintenance charges & other expenses	
Towards membership fees, share money and legal expenses for setting up the said organization herein written	
Towards monthly maintenance charges levied, 36 PDC to be given in advance before the possession	
Towards Club House Charges	

AGREEMENT FOR SALE

Agreement for Sale made at Nashik Road on this ____ day of _____, in the year 201__.

BETWEEN

Karda Constructions Ltd., (PAN: _____), a company duly incorporated under the Companies Act, 1956 having its registered office at "Karda Constructions Ltd." 2nd Floor, Gulmohar Status above Business Bank, Samarth Nagar Nashik - 422005, Maharashtra, India and local office at Saikrupa Commercial Complex, Opp. Muktidham, Tilak Path, Nashik Road ; **Email id:** customercare.kclnashik@gmail.com represented by its Director Mr. _____, Age:- __ years, Occu.: Business and agriculturist, R/o. - Saikrupa Commercial Complex, Opp. Muktidham, Tilak Path, Nashik Road hereinafter referred to as the **"DEVELOPER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and its successors-in-interest) of the **FIRST PART**.

AND

AGE - ____ YEARS, OCCUPATION: _____
PAN. _____
RESIDING AT:- _____
EMAIL ID _____

(Hereinafter called **"THE PURCHASER/S"**, which expression shall unless it be repugnant to the context or meaning thereof mean & include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the Developer owners and have purchased the following pieces of land from its erstwhile owners under the Sale Deeds referred hereinbelow;

And the same are more particularly described in the First Schedule hereunder written and the entire property is referred to as **"Said Property"**

WHEREAS the said property received Non-Agriculture purpose NOC by Collector of Nashik vide order No. _____ dated _____ and order No. _____ dated _____.

AND WHEREAS the IOD for the development activity on the said property has been issued by way of letter bearing _____ and dated _____ and the sanction of building permit and commencement certificate has been issued

by Nashik Municipal Corporation vide commencement no. _____ dated _____;

AND WHEREAS the said Developer/s have accordingly commenced a Residential / Commercial scheme/project known as “_____” a scheme of Residential / Commercial Units on the said property pursuant to the plans duly sanctioned by the concerned local authority.

AND WHEREAS The Developer has registered the said Project under the provisions of the statute applicable in this regard with the Real Estate Regulatory Authority on _____ under registration no. _____;

AND WHEREAS the title of the said property has been certified by legal advisor of the said Promter/s i.e Adv. _____;

AND WHEREAS the Developer/s herein has entered into standard agreement with Architect _____ registered with the Council of Architects.

AND WHEREAS the said Developer has agreed to sell and the Purchaser/s has/have agreed to purchase a **Flat / Unit / Shop /Commercial Premises/Office No.____ on the ____ Floor** as per the booking plan which is made on the basis of the sanctioned building plans Nashik Municipal Corporation as stated herein above in the said building (hereinafter referred to as the said “**Shop/Premises/Office**”) more particularly described in **Schedule A** appearing hereafter, on ownership basis for the price & on the terms & conditions hereinafter appearing;

AND WHEREAS the Purchaser/s confirm/s that the said Developers have given inspection of originals of all the aforesaid documents as well as all necessary information promptly to the Purchaser/s prior to the date of entering into these presents;

AND WHEREAS the Purchaser/s is/are aware of the fact that the said Developer/s has/have entered into or will enter into similar and/or separate agreement/s with several other person/s and party/ies in respect of other Shop/Premises/Offices/premises in the said building on the said property;

AND WHEREAS relying on the Purchaser/s representation and assurance, the said Developer/s herein has agreed to sell and the Purchaser/s herein has agreed to purchase a premises more particularly described in **Schedule A** hereunder and as delineated and identified in **Schedule B** and **Annexure D** hereunder at or for the total consideration as detailed and hereunder written.

AND WHEREAS relying upon the said request, the said Developer/s agreed to sell to the Purchaser/s the said Premises for the price and on the terms & conditions hereinafter appearing;

AND WHEREAS as per statutory requirements, the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, 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 Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said **Shop/Premises/Office**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY.

The Developer/s herein have commenced the construction work of the Building on the said First Schedule as per the layout plan approved under the project known under the name and style as “_____” which consist of _____ on the basis of approved plans and sanctions. The Developer herein is developing the said property in accordance with the plans, designs, specifications approved by the concerned Local Authority as well as necessary Environmental Clearances and which have been seen and approved by the Purchaser/s with only such variations and modifications as Developers may consider necessary or may be required and mandated by the concerned Local Authority or other such authority having a bearing on these presents.

2. AGREEMENT AND CONSIDERATION

A. Subject to the other terms and conditions herein and relying on the Purchaser/s representation/s and assurance/s, the Developer herein has agreed

to sell the **Flat/ Apartment / Shop/ Commercial Premises/Offices** No. _____ admeasuring Carpet Area _____ **Square Feet i.e.** _____ **Square Meters** together with **Adjacent Terrace** admeasuring area about _____ **Square Feet i.e.** _____ **Square Meters and / or Balcony** admeasuring area about _____ **Square Feet i.e.** _____ **Square Meters (as may be applicable)** situated on _____ **Floor** in the Project named as “_____” being constructed on the said property more particularly described in First Schedule hereunder written and the Purchaser/s has/have agreed to purchase the same (hereinafter called and referred to as the '**Said Shop/Premises**', for the sake of brevity and convenience which is more particularly described in **Schedule A** hereunder written) at or for total lumpsum consideration of **Rs.** _____ **/- (Rupees**
_____ **Only)** and this amount is inclusive of the price for the carpet area of the said **Shop/Premises/Office** and proportionate share in the common areas and amenities (the same being valued at **Rs.** _____ **/-** from and out of the lump sum consideration herein above) but excluding all other expenses, charges and statutory separately mentioned herein below.

B. The Purchaser 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 (booking) fee and hereby agrees to pay to that Developer the balance amount of **Rs**(**Rupees**) in the following manner :-

(the payment and receipt whereof the Developers do hereby admit and acknowledge). **If applicable to the transaction envisaged herein,** The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser stilt /covered / basement parking space/s bearing identification nos. _____ being constructed as per the layout and approved plans for the consideration of **Rs.** _____ **/-**. The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs.** _____ **/-**

C. The above mentioned price is a unit price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions

hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said unit, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST), any other incidental and applicable Indirect Tax etc., which will have to be paid by the Purchaser/s to the Builder or concerned authority separately.

D. The Purchaser/s herein shall pay the aforesaid agreed consideration to the Developer herein under terms of the deal arrived at between them in the manner as detailed hereunder:

PAYMENT SCHEDULE

E. Apart from the above consideration amount the Purchaser/s herein has/have agreed to pay the necessary indirect taxes attracted by the said Agreement Value to the Developer herein. However if, anytime in future the Government of India implements Goods and Service Tax or any other incidental indirect / direct tax/es, then the Purchaser shall be liable to pay the Goods and Service Tax and or other taxes as per the prescribed rate notified by the said Government. The rates specified herein are as per the current prevailing rules prescribed by Government. However, the current rates may vary from time to time as per the notifications issued by the Government and the Purchaser/s shall pay the same accordingly.

F. The Purchaser/s herein shall pay the aforesaid amount on the due date or within seven (7) days from the Developer giving the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/ have committed breach of this Agreement and in such case the Developer shall be entitled to take necessary action against the Purchaser/s under the provisions of law in this regard. The Purchaser/s agree/s not to question or challenge the said consideration, the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

G. Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.

H. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

I. The Total price is escalation-free, save and except escalations 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Developer 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 Purchaser, which shall only be applicable on subsequent payments.

3. MODE OF PAYMENT

The Purchaser/s shall make all the payments by RTGS(IFSC CODE _____, MICR _____), demand draft or by local 'A/C Payee' cheques drawn in favour of '_____, _____ Bank A/c No. _____' payable at Nashik or at par at these stations. Only after the

Cheque/Demand Draft has been cleared and the amount has been credited to the Developer's banking account, the Developer shall give effect of the same to the account of the **Shop/Premises/Office** Purchaser/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

4. CONDITIONS OF SANCTIONING AUTHORITY

It is hereby agreed that the Developer and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Local Authority at the time of sanctioning or revising the plans or any time thereafter and shall, before handing over possession of the said **Shop/Premises/Office** to the **Shop/Premises/Office** Purchaser/s, obtain from Local Authority Occupation and/or Completion Certificate in respect of the **Shop/Premises/Office**.

5. DELAY IN PAYMENT

Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due dates and other expenses, the Purchaser/s shall be bound and liable to pay interest at the rate of 2% + prevailing highest MCLR rate of State Bank of India, on all the amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment. Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of the delay by the Developer.

6. REVISED SANCTIONED BUILDING PLAN

A. The Purchaser/s hereby give/s his/ her/ their irrevocable consent to the Developer herein to make such alteration, modifications, revision in the sanctioned plan/s of the said building/s as the Developer in its sole discretion thinks fit and proper provided the Developers has obtained consent from at least 2/3rd Purchaser/s and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the Local Authority, Planning Authority, Competent Authority or Government or any officer of any local authority.

7. CALCULATION OF THE AREA OF THE SHOP/PREMISES/OFFICE

The carpet area of the said **Shop/Premises/Office** means the net usable floor area of the said **Shop/Premises/Office**, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive of attached terrace/balcony (if any) appurtenant to the said **Shop/Premises/Office** for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the **Shop/Premises/Office**. Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.

8. USE OF SAID SHOP/PREMISES/OFFICE

The Purchaser/s shall use the said **Shop/Premises/Office** and every part thereof and/or permit the same to be used only for the purpose of Residence.

9. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this Agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the Local Authority, State and/or Central Government including Environment Department etc. at the time of sanctioning of the plans or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said **Shop/Premises/Office** until the Completion Certificate in respect of the said **Shop/Premises/Office** is received from the Nashik Municipal Corporation and the Purchaser pays all dues, advances, deposits, etc. payable under this Agreement in respect of the said **Shop/Premises/Office** to the Developer and has signed the Possession documents, Bonds, Receipts, etc. After receipt of the Completion Certificate from Nashik Municipal Corporation the Developer shall be free from any liability in case of any addition and/or alteration to the **Shop/Premises/Office** /Building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchaser/s / Association, any event of force majeure and any Act of God.

10. POSSESSION OF THE SAID PREMISES

A. The Developers shall give possession to the Purchaser/s of **Shop/Premises/Office** on or before _____, to the Purchaser/s and after receipt of final consideration amount along with all other amount such as Service Tax/ VAT/ GST, all statutory dues and taxes and Maintenance Charges etc. from the Purchaser/s. It is specifically understood between the parties hereunto that on the purchaser/s fulfilling his/ her/ their part of the agreement, the said possession shall be confirmed, on receipt of the Completion Certificate from the Local Authority.

B. If the Developer fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under applicable statute then the Developer shall be liable, on demand, to refund to the Purchaser/s the amount already received by the Developer in respect of the said Shop/Premises/Office with 2% + prevailing highest MCLR rate of State Bank of India, from the date the Developer received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the Developer to the Purchaser/s, within 45 days of such demand. However, the Purchaser/s shall have no charge on the said Shop/Premises/Office, of whatsoever nature. Provided that the Developer shall be entitled to reasonable extension of time for giving possession of the said Shop/Premises/Office by the aforesaid period, if the construction and completion of said Shop/Premises/Office or the said building/s in which the said Shop/Premises/Office is situated is delayed on account of :

- i) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any Act of God or any prohibitory order of any Court against development of the said plot; or
- ii) any notices, orders, rules or notification of the Government and/or other public or Competent Authority; or
- iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- iv) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections

and meters to the project/premises/road or Completion Certificate from the appropriate authority; or

v) Any stay or injunction order from any Court; or

vi) Pendency of any litigation; or

vii) In case of delay or default in payment of dues by the Purchasers under these presents.

C. Before delivery of possession of the said Shop/Premises/Office, the Purchaser/s shall satisfy himself/herself/themselves about the correctness of area of the said Shop/Premises/Office and about the quality of construction work and specifications/ amenities provided. Thereafter the Purchaser/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Purchaser/s after receiving the possession of the said Shop/Premises/Office has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, FD Doors, Aluminium Windows, etc. is noticed in the said Shop/Premises/Office, the Purchaser/s shall inform/intimate the Developer herein immediately and the Developer shall be the responsible to repair such defects at its own cost. The Developer shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Purchaser as to his/her/its satisfaction regarding the same.

D. After the possession of the Shop/Premises/Office/ Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any / Cantonment Board / Statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the other Purchaser/s of the Shop/Premises/Offices and /or the Ultimate Organization in the said Building/s at their own costs and the Developer shall not be in any manner liable or responsible for the same provided the Developer has duly discharged its duties in all aspects and that it is out of purview of Developers duties and responsibilities under these presents.

E. The Developer shall give possession of the Said Shop/Premises/Office to the Purchaser/s on or before the date prescribed herein above and on receiving all the dues payable by the Purchaser/s to the Developer, if any. The

Purchaser/s hereby agrees and confirms that he/she/they does not have any objection with regard to receiving the possession of the Said Shop/Premises/Office at such early date from the developer herein and, as such, hereby admits and undertakes to make payment of full consideration in respect of the Said Shop/Premises/Office and all other amounts payable by the Purchaser/s in respect of the Said Shop/Premises/Office at such early date, in the event the Developer is able to expedite the development of the Said Shop/Premises/Office and handover the possession of the same at such early date. It is clarified that in the event the builder provides the possession of the Said Shop/Premises/Office to the Purchaser/s at such early date, then such early date on which the Developer offers the possession of the Said Shop/Premises/Office shall be construed as the possession date under this agreement and not otherwise. However, the Purchaser/s is/are well aware of the fact that regarding possession of the said Shop/Premises/Office, if the Purchaser/s delays in acquiring possession for whatsoever reason, he/she/they shall be liable to pay interest/penalty in respect of handling charges amounting to a sum equivalent to balance (pending) consideration (if any) with interest thereupon together with actual maintenance charges incurred and the prevailing rental rate calculated on a per month basis for every delayed month.

11. TITLE

A. The Developer has made full and true disclosure to the Purchaser/s of the title of the said Land as well as the encumbrances, presently known to the Developer. The Developer has also disclosed to the Purchaser/s nature of its right, title and interest to construct building/s and to develop the said land. The Developer has also given inspection of all the relevant documents as required by law. The Purchaser/s having acquainted himself/ herself/ themselves with all the facts and right of the Developer pertaining to the said Land has entered into this Agreement.

B. The Developer herein has also requested the Purchaser/s to carry out its own search and to investigate the title of the said Land for that matter any other due diligence activity to be done on its own accord for which all necessary disclosure shall be provided by the Developer. The Purchaser/s hereinafter has/have investigated the title of the Developer to the said Land and after being completely satisfied has/have entered into the present Agreement. The

Purchaser/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Developer in respect of the said land and to enter into this Agreement.

The Purchaser/s hereby confirm that he/she/it/they have satisfied himself/herself/itself/themselves of the title to the said Shop/Premises/Office/Shop and all incidental matters thereto:

..... (signature of Purchaser/s)

12. TAXES AND OTHER LEVIES

A. The levies of any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. by Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial Authority / Quasi Judicial Authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Shop/Premises/Office or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Developer then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Developer from all such levies, cost and consequences.

B. The Purchaser/s shall be liable to pay all taxes (direct/ indirect). The Developer shall not be liable and / or responsible for payment thereof. In the event, however if the Developer is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Developer together with penalty (if any) and interest from the date of payment by the Developer. It is agreed that the Developer shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall be a charge / lien on the said Shop/Premises/Office in favour of the Developer in case of non-payment of

amount by the Purchaser/s towards the Service Tax / VAT /GST and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction (Agreement).

13. OTHER EXPENSES

A. The Purchaser/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and / or the Government (State and / or Central) and / or other Public Authority on account of change of user of the said Shop/Premises/Office by the Purchaser/s.

B. It is agreed and understood between the parties herein that the Purchaser/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the Conveyance, Deed of Apartment or any other Agreement. The Developer shall not be liable to bear the aforesaid expenses for the same.

C. As the Developer will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said Project, if there is delay in obtaining the water connection and electricity connections from the concerned department then in that case the Developer may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Developer shall not be held responsible for the same and the Purchaser/s hereby consent for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Developer and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings / maintenance charges for which the Purchaser/s hereby gives his/her/their consent.

..... (signature of Purchaser/s)

D. It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Purchaser/s in

addition to the consideration and other charges enumerated herein. The Purchaser/s agree, assure, undertake, affirm and confirm unto the Developer that he/she/they shall indemnify the Developer against all claim/s, charge/s, expense/s and loss/es incurred by the Developer, in case the Purchaser/s fails, neglects or avoids to make the payments mentioned in this Agreement.

E. That any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Developer under this Agreement **(if applicable)** shall be acknowledged/ credited by the Developer, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Shop/Premises/Office, if any such Certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such Certificate within 4 months of the Possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

F. The Purchaser/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date of handing over possession of his/her/their Shop/Premises/Office, whichever is earlier, the proportionate share of outgoings in respect of the Local Taxes, Betterment charges or such other levies by the concerned Local Authority and/ or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities, in respect of said land and building/s.

14. MAINTENANCE AND OTHER PERTINENT CHARGES

A. The Purchaser may make note of the following payments to be made:

Particulars	Amount (in Rs.)
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Towards MSEDCL Charges	
Amount calculated towards maintenance deposit covering provisional outgoing for common municipal taxes, common water bills, common electric bills, maintenance charges & other expenses	
Towards membership fees, share money and legal expenses for setting up the said organization herein written	
Towards monthly maintenance charges levied, 36 PDC to be given in advance before the possession	

B. It is hereby agreed that the Developer shall maintain the scheme only out of the advance received from the unit Purchaser/s. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non payment by the Purchaser/s. It is specifically agreed between the parties hereunto that the Developer is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, Shop/Premises/Offices, units etc. in the project.

C. Till a separate electric meter or a water meter is installed/allotted by the MSEDCL and any other Local Authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water charges and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Shop/Premises/Office.

D. It is further agreed between the parties hereunto that the Shop/Premises/Office Purchaser/s or the Ultimate Organization shall be responsible for maintaining all the common areas and amenities after the Developer discontinues the maintenance or handover the maintenance to the Ultimate Organization. Thereafter, the amenities provided by the Developer shall be maintained/managed by the Society/Ultimate Organisation under proper guidance by hiring skilled and professional personnel's. The Developer shall not be responsible for any accident, injury or damage to any life or property during maintenance of the common areas and amenities due to improper practices by the Ultimate Organisation.

E. The maintenance charges collected from the Purchaser/s shall be incurred on expenses/charges which are basically applicable for Gardens, Lobbies, Elevators, Fire Staircase, Entrance/Exit of Building, Parking Areas, installation of Central Services such as power light and things that are necessary for the maintenance, safety and existence of the Ultimate Organization.

F. The services for the maintenance of the above mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the Developer herein as and when demanded.

15. FLOOR SPACE INDEX (F.S.I.)

A. The Developer hereby declares that the Floor Space Index available as on date in respect of the said property and project thereupon is square meters only and Developer has planned to utilize Floor Space Index of _____ 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 upon the said property. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

B. In this Agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye laws.

C. The Developer shall be entitled to and have right of pre-emption of first right to use the present unutilized and/or additional built-up area / F.S.I. or

by taking and loading T.D.R. (Transferable Development Rights) as and when the same is permitted by way of construction of new building/s or extension of the present building/s.

D. The Purchaser/s has/have given his/her/their irrevocable consent thereof and the developer shall be entitled to revise the plans, get them sanctioned from concerned Authority, construct the additional units permitted by concerned Authority and the Purchaser/s shall fully co-operate with the developer to enable the developer to make any addition/alteration, or structure/s or construct new structure/s on the said Land/Property in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority / Local Body.

..... (Signature of Purchaser/s)

E. Notwithstanding anything contained in this Agreement the Developer shall be entitled to utilize any balance and/or additional F.S.I. and/or TDR as stated herein above on terraces above the building/s prior to completion of building/s in respect of the said Land.

F. In case the Land or any portion of the said Land is acquired by any authority before execution of the conveyance, then the Developer alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

16. SPECIFICATION

The specifications of the unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Shop/Premises/Office are described in the **Annexure E** written hereunder. The Purchaser/s also agrees not to make any demand to change the existing plans. The Purchaser/s shall not deem any changes in the plan of the unit annexed herewith. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser/s.

17. COMMON AND RESTRICTED AREAS:

A. The nature, extent and description of the common areas and facilities, are more particularly described in the **Second Schedule** written hereunder. It is hereby agreed that the areas mentioned in said **Second Schedule** shall be the common areas and facilities. The Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose off other areas and facilities in such manner as the Developer thinks fit.

B. It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Developer shall be utilized by all the Purchaser/s in the entire project and that the Purchaser/s or the ultimate organization of the Shop/Premises/Office holders shall have no right to claim any ownership rights or any other rights therein.

18. DEFECT LIABILITY:

A. If within a period of five years from the date of handing over the Shop/Premises/Office to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Shop/Premises/Office or the building in which the Shop/Premises/Office are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Developer at his own cost within reasonable time thereof natural wear and tear notwithstanding. Whereas any kind of claim for defective workmanship shall have to be authentic in nature.

B. Whereas defect liability for the period of 5 years from the date of receiving possession of the said Shop/Premises/Office is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Developer at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings,

Garbage chutes, water pumps, water Purifier, LED Lights, Battery Inverter, Video Door Phones, Fans, False Ceiling etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developers. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Developers herein may have shade variation and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as are provided free of charge by the Developer to the Shop/Premises/Office Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.

C. Disclosure regarding manufacturer's warranty;

The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

D. The Developer herein by spending huge amount providing high quality specifications in the Said Shop/Premises/Office and for the buildings which are under construction on the Said Land which Developer herein are constructing, hence Purchaser/s / unauthorised persons/ any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/ss are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the Said Shop/Premises/Office or any person on behalf of them is entitled to chisel such internal walls in any manner or

remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Shop/Premises/Office because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of Ultimate Organization, such Ultimate Organization will have absolute authority to expel the member for the Said Shop/Premises/Office and dispose of such Shop/Premises/Office in market and refund the amount paid by the Purchaser/s to the Developer herein being consideration of the Said Shop/Premises/Office. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

E. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Shop/Premises/Office or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Shop/Premises/Office or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.

F. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Consulting Engineer / Professional competent to determine the problem and then shall submit a report to state the defects in materials used, in the structure built of the Shop/Premises/Office/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

19. RIGHT TO ALLOT:

The Purchaser/s confirms and declares that he/she/ they shall not raise any dispute regarding the aforesaid allotment or any other valid allotment as

deemed fit by the Developer. The terrace (if any) shall not be enclosed by the said Shop/Premises/Office Purchaser/s to whom it is allotted, till the permission in writing /is obtained from the concerned Local Authority and the Developer or the Ultimate Organization as the case may be.

20. ULTIMATE ORGANIZATION:

A. It is hereby made clear that the Ultimate Organization of all the Purchaser/s/ Unit holders of the present project will be an apartment association formulated as per statute applicable in this regard.

B. The Purchaser/s shall have no objection for the new purchaser/s to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.

21. CONVEYANCE:

Unless prevented by the circumstances beyond the control of the Developer, it is agreed that the said land along with the building/s constructed thereon, will be conveyed by the Developer herein within three months from and after obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible (and if applicable herein)to be utilized on the entire said land as per development control rules of Nashik (irrespective of previous sanction or not of FSI). Any other statutory provisions in this regard shall be applicable to matters related to conveyance and the Developer shall duly comply with all such necessary stipulations.

22. COVENANTS BY THE PURCHASER/S

The Shop/Premises/Office Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Shop/Premises/Office may come, doth hereby covenant with the Developer as follows for the said Shop/Premises/Office and also for the Building in which the said Shop/Premises/Office is situated.

A. To maintain the said Shop/Premises/Office at Shop/Premises/Office Purchaser/s own cost in good tenantable repair and condition from the date of

Completion Certificate or Possession whichever is earlier and the Purchaser shall not do or cause to be done anything in or to the said Shop/Premises/Office or the Building in which the said Shop/Premises/Office is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Shop/Premises/Office and/or the building in which the said Shop/Premises/Office is situated and the said Shop/Premises/Office itself or any part thereof.

B. Not to store in/outside the said Shop/Premises/Office/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Shop/Premises/Office is situated or to the said Shop/Premises/Office or any fatality on account of negligence or default of the Shop/Premises/Office Purchaser/s in this behalf, the Shop/Premises/Office Purchaser/s shall be liable for all the consequences of the breach.

C. To carry out at his own cost all internal repairs to the said Shop/Premises/Office and maintain the said Shop/Premises/Office in the same condition, state and order in which it was delivered by the Developer, provided that for the defect liability period such repairs shall be carried out by the Shop/Premises/Office Purchaser/s with the written consent and the supervision of the Developer if deemed necessary among the parties and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the Concerned Local Authority or other Public Authority. And in the event of the Shop/Premises/Office Purchaser/s committing any act in contravention of the above provisions, the Shop/Premises/Office Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.

D. Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the

said Shop/Premises/Office or any part thereof, or in or to the Building in which said Shop/Premises/Office is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, parris or other structural members in the said Shop/Premises/Office without the prior written permission of the Developer and/or the apartment as the case may be. After possession of the said Shop/Premises/Office, the Purchaser/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

E. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Land and the Building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Premises/Office in the compound or any portion of the said Land and the Building/s.

G. To bear and pay the local taxes, water charges, insurance and such other levies, if any, from the date of handing over possession of said Shop/Premises/Office and also pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and/or the Government and/or other Public Authority on account of permitted change of user of the said Shop/Premises/Office by the Shop/Premises/Office Purchaser/s.

H. The Shop/Premises/Office Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Shop/Premises/Office Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Shop/Premises/Office until all the dues payable by the Shop/Premises/Office Purchaser/s to the Developer under this Agreement are fully paid up and only if the Shop/Premises/Office Purchaser/s had not been guilty of breach of or non-observance of any of the terms and

conditions of this Agreement and until the Shop/Premises/Office Purchaser/s has intimated in writing to the Developer and obtained written consent thereof.

I. The Shop/Premises/Office Purchaser/s shall observe and perform all the rules and regulations which the Apartment 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/s and the Shop/Premises/Offices therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned Local Authority and of the Government and other public bodies. The Shop/Premises/Office Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Apartment regarding the occupation and use of the Shop/Premises/Office in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

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

K. In the event of the Developer carrying out any work of additions and/or alterations as per instructions of the Shop/Premises/Office Purchaser/s to keep the Developer harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Developer shall not be bound to obtain Completion/Occupation Certificate as per such additions or alterations which work shall be done by the Shop/Premises/Office Purchaser/s at his/her/its own costs and risk.

L. The Purchaser/s shall use the allotted Shop/Premises/Office only for agreed/ sanctioned/ permitted purpose and shall not change the use without prior written permission of the Developer/ Assignor or Apartment as the case may be.

M. Not to cause any nuisance to other Shop/Premises/Office Purchaser/s and Developer in any manner whatever.

N. The Purchaser/s shall use the said Shop/Premises/Office or any part thereof as per permit and the same to be used only for specific purpose as shown in the sanctioned plan.

O. The Purchaser/s or Occupier/s of the said Shop/Premises/Office shall not use the same as and for Massage Centre, Gambling House, Classes, Service

Apartment, Hostel, group accommodation, Lodging Boarding or any illegal or immoral purpose.

P. The Purchaser/s shall take required permission from the Local Authority for change of use.

Q. The Developer may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Shop/Premises/Office/s to the Purchaser/s hereof and the Purchaser/s shall not be entitled to raise any objection thereto. Upon the Shop/Premises/Office Purchaser/s taking possession of the Said Shop/Premises/Office/s (including the Purchaser/s taking possession of the Said Shop/Premises/Office) in such partly completed or portion or floor, the Developer or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying his/her/their/its Shop/Premises/Office. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

23. OTHER CONDITIONS

A. The Purchaser/s is/are well aware of the building plan sanctions received by the Developers herein as well as proposed sanctions which is to be received in future against balance FSI/TDR to be purchased/paid FSI or Future Premium/Extra FSI received from Local Authorities (**IF APPLICABLE**). Whereas the Purchaser/s is/are also aware of the Specifications & Amenities to be provided by the Developer in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned. That the developer is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Developers have not given any verbal commitments to the Purchaser/s herein. The Purchaser/s confirms that he/she/they will not demand any changes of whatsoever nature in the said Shop/Premises/Office/Unit which the Purchaser/s intends to book. The Purchaser/s herein is/are aware that the brochure provided by the Developers is a replica of the proposed project and whereas the actual project will be as natural as it should be. The Purchaser/s herein has/have been clearly communicated about the installments of payment to be done as per the Schedule mention hereunder written.

B. That the Purchaser/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Developer shall provide guidance in paying the said Stamp Duty and Registration Fees. However in case, the Purchaser is not satisfied and wants to cancel the booking/Agreement then the Purchaser/s herein shall be liable to receive only the amount paid by him/her/them out of the Consideration Amount/Agreement Value. Whereas the Purchaser/s shall be liable to approach to the concerned Authorities for refund of Stamp duty & Registration paid by him/her/them and the Developers herein shall not be in any way responsible for the same.

C. The Purchaser/s is/are aware that the Developer will be applying for Water connection on behalf of the Ultimate Organisation to the Local Authority after receiving Completion Certificate (as per rules applicable in this regard). However, the authority to sanction the application for waterline lies with Local Authority as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Local Authority and therefore The Developer shall not be held responsible for the supply of water or low pressure of water.

D. The Developer assures that he would do all the necessary documentation on behalf of the Ultimate Organization /Society / Apartment Complex for acquiring Electricity Connection which shall be provided by MSEDCL. The Developer herein assures that he would obtain the sanction regarding the same before possession. However, the Purchaser/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of Electric meters with MSEDCL etc.). If such situation occurs, the Purchaser/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Purchaser/s.

E. The Developer herein is aware that he is required to provide Drainage line to the Ultimate Organization which shall be connected to drainage line of Local Authority, and the same shall fall under the terms and conditions of Local Authority. However, if the NMC drainage line is delayed due to any reason not attributable to Developer or beyond its control, in such case the Developer shall make necessary arrangements at the cost of the Purchaser/s.

F. The Purchaser/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.

G. It is specifically understood that the brochure/s published by developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a Shop/Premises/Office, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/amenities are not agreed to be developed or provided.

H. The Purchaser/s is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Purchaser/s shall have no objection/ complaints whatsoever on the account.

I. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / Shop/Premises/Office / garage / car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be permitted by Law or by Local Authority in the concerned locality.

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

K. The Purchaser/s authorizes and empower the Developer to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said

Shop/Premises/Office in the name of Purchaser/s, Municipal Assessment of the said Shop/Premises/Office in the name of Purchaser/s. The Purchaser/s undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year, even if the possession of the said Shop/Premises/Office is taken later.

L. The Purchaser/s understands that the work of the development and construction on the said Land by the Developer may continue even after grant of possession of the said Shop/Premises/Office to the Purchaser/s. The Purchaser/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

M. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Shop/Premises/Office or of Building/s or a part thereof. The Purchaser/s shall have no claim save and except in respect of the said Shop/Premises/Office hereby agreed to be sold to him/her/them and all common, area and facilities as described herein below will remain the property of the Developer until the conveyance.

N. Any delay tolerated or indulgence shown or commission on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Developer.

O. The Developer has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.

P. The Purchaser/s herein represents, assures and declares that neither the Purchaser/s nor the members of the family are debarred or disentitled to acquire the said Shop/Premises/Office under any statute, notification, and rule for the time being in force.

Q. The Purchaser/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Developer to the Collector/Corporation or any other authority and terms and conditions

mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

R. The Developer herein may, if necessary and duly approved, be constructing the building/s on the said Land in phases and Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

S. The Developer shall have a first charge and/lien on the said Shop/Premises/Office in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

T. The Developer shall be entitled to allot by way of lease or license a portion of the said Land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.

U. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Shop/Premises/Office by the Developer to the Purchaser/s herein, it will always be presumed that, the Developer had discharged and performed all his obligations except formation of proposed Ultimate Organization and conveyance as stated hereto before in favour of such Ultimate Organization in which the Purchaser/s herein will be member in respect of the Said Shop/Premises/Office, under the said agreement and as well as under The Maharashtra Ownership Shop/Premises/Offices (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and rules made thereunder and The Real Estate (Regulation & Development) Act, 2016 and rules made thereunder. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Builder.

V. That the Developer herein may have allotted some open/covered parking to the customers, who have registered the Agreement to Sale before 1st May 2017 (i.e. before enforcement of RERA) in respect of Shop/Premises/Offices in the said Project and the Purchaser/s is/are well aware about the aforesaid allotment of parking and he/she/they have no objection for the same.

W. If necessary, The Purchaser/s hereby irrevocably authorizes and empowers the Developer to represent him before the concern authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer shall represent the Purchaser/s to do all the necessary things in all the departments of the Nashik Municipal Corporation, Collector, Government, Semi-Government MSEDCL etc. and the same shall stand ratified and confirmed by the Purchaser/s personal representation in the form of signature, the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

24. RESTRICTION ON PURCHASER/S:

The Developer has informed the Purchaser/s and the Purchaser/s is aware that the Purchaser/s of the said Shop/Premises/Office shall be subject to all the following conditions:

A. Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure. For that matter any changes done by the Purchaser/s which are not approved and which are not practicable and prudent shall be at the cost and risk of the said Purchaser/s herein

B. The Purchaser/s shall not join two adjacent Shop/Premises/Offices and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Shop/Premises/Office.

25. TERMINATION OF AGREEMENT:

A. If the Purchaser/s herein violates any terms and conditions of this Agreement for whatsoever reason including non-payment of agreed consideration within stipulated period as mentioned hereinabove then, UPON THREE SUCH SPECIFIC BREACHES BEING COMMITTED BY THE PURCHASER HEREIN the Developer shall have absolute right and authority to terminate this Agreement, after deducting an amount of 10% of the total consideration value towards penalty/compensation, by giving prior notice in writing of its intention

to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the Agreement and the Purchaser/s herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Purchaser/s herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Purchaser/s under this Agreement towards the said Shop/Premises/Office shall also stand cancelled and the Purchaser/s shall have only right to receive the refund of the amount paid out of consideration to the Developer without any interest or compensation after deducting the aforesaid amount.

B. For whatsoever reason if the Purchaser/s herein desire to terminate this Agreement /transaction in respect of the said Shop/Premises/Office then, the Purchaser/s herein shall issue 15 days prior notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the said Shop/Premises/Office with prospective buyers.

C. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Shop/Premises/Office between the Developer and Purchaser/s herein is terminated as stated hereinabove, then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser/s herein shall stand automatically cancelled.

D. On termination of transaction in respect of the said Shop/Premises/Office as aforesaid the Purchaser/s herein shall be entitled to receive the consideration amount paid by him/her to the Developer after re-dispose of the said Shop/Premises/Office by the Developer as under :

i. If the Developer is able to dispose off the said Shop/Premises/Office for the same consideration or higher consideration as compared to the consideration agreed between Developer and Purchaser/s herein then, the Purchaser/s is/are entitled to receive and Developer is bound to pay the entire

part consideration paid by the Purchaser/s to the Developer in pursuance of this Agreement without any interest.

ii. If the Developer able to dispose of the said Shop/Premises/Office for a lesser consideration than the consideration agreed between Developer and Purchaser/s herein then, the Developer shall be entitled to deduct such differential amount of consideration from the amount paid by the Purchaser/s to the Developer towards the consideration of the said Shop/Premises/Office and shall refund balance amount without any interest and accordingly the Purchaser/s herein shall be entitled to receive the same.

E. The Purchaser/s is/are not entitled to receive refund of amount paid by the Purchaser/s to the Developer towards Service Tax, VAT or any other Taxes, Cesses, Stamp Duty, Registration Fee, etc.

F. If the Purchaser/s has/have availed housing loan against the said Shop/Premises/Office from any Bank / financial institute, etc. then the Purchaser/s is/are not entitled to receive the aforesaid refund till producing No-Dues Certificate and/or Release Deed executed by such Bank / financial institute for releasing the encumbrance of loan and interest thereon on said Shop/Premises/Office.

G. Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this Agreement and transaction between the parties hereto as aforesaid, the Purchaser/s shall only have the right to claim the refund of the amount as stated above on execution of Cancellation Deed and in such an event all other rights under this Agreement of the Purchaser/s herein stands automatically extinguished.

H. This Agreement being registered Agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, the Purchaser has to execute proper Cancellation Deed and admit the execution thereon personally but if the Purchaser on termination as aforesaid, within one month fail to execute the Cancellation Deed and admit the execution personally then for the purpose to execute such Cancellation Deed and admit the execution, the Purchaser/s herein by executing these present, irrevocably nominate, constitute and appoint the Developer herein for such Cancellation Deed or any other document as may required to cancel this transaction in law on

termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Purchaser for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of the present clause.

26. 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 Laws of India for the time being in force and the Nashik District Courts shall have the Jurisdiction to try and entertain the dispute arising out of this Agreement.

27. NAME OF THE PROJECT:

The name of the Project shall be “_____” and this name shall not be changed without the written consent of the Developer.

28. PROJECT FINANCE:

A. The Purchaser/s hereby consent/s and authorize/s the Developer for raising any finance by way mortgage or the said Land or scheme or any portion thereof, as and when so deemed necessary by the Developer. At any stage during the implementation of the scheme the Developer shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon provide that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said Shop/Premises/Office agreed to be purchased by him/her/them in terms of this Agreement.

..... (signature of Purchaser/s)

B. The Purchaser/s may obtain finance from any Bank/Financial institution or any other source for purchase of the Shop/Premises/Office, but the Purchaser/s obligation to purchase the Shop/Premises/Office pursuant to this Agreement shall not be contingent on the Purchaser/s ability or competency

to obtain such finance and the Purchaser/s will remain bound by the terms of this Agreement. The Purchaser/s hereby agrees that in case he has availed any loan facility for the purchase of Shop/Premises/Office, then upon execution and registration of Conveyance Deed in respect of the Shop/Premises/Office, the original Conveyance Deed shall be received by the Developer on behalf of the Purchaser/s from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Shop/Premises/Office in accordance with the terms of grant of the loan.

29. SERVICE OF NOTICE

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Courier, Registered Post, Under Certificate of Posting or Ordinary Post together with e-mail at his/her/their address/s specified in the Title of this Agreement or at the address intimated in writing by the Purchaser/s by registered post after execution of this Agreement. Any change in address / other necessary details has to be duly intimated to the Developers.

30. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deed, documents etc, which are to be executed by the parties hereto in pursuance of these presents, at the proper Registration Office on intimation thereof from the Developer and as per the law applicable in this regard. The Developer shall not be responsible if the Purchaser/s fails to register the Agreement as mentioned above.

31. It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or

of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

32. STAMP DUTY AND REGISTRATION CHARGES

The consideration of the said Shop/Premises/Office as agreed between the Developer and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Shop/Premises/Office. The Stamp Duty for this transaction is payable as per the provisions of the Bombay Stamp Act, 1958. The parties hereto shall be entitled to get the aforesaid Stamp Duty adjusted, leviable on the conveyance, which is to be executed by the Developer herein in the name of the Ultimate Organization in which the Shop/Premises/Office Purchaser/s will be the member in respect of the said Shop/Premises/Office/Accommodation. If additional Stamp Duty is required to be paid at the time of conveyance the same shall be paid by the Shop/Premises/Office Purchaser/s.

33. JOINT ALLOTTEES /PURCHASERS

That in case there are Joint Allottees/Purchaser, they shall be considered as joint and severable allottees /purchasers for the purpose of these clauses in the agreement and all communications shall be sent by the Developer to the Allottee /Purchaser 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/Purchasers.

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

First Schedule (Description of the freehold land and all other details)

Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof.

Second Schedule (nature, extent and description of common areas and facilities)

SCHEDULE ‘A’

The Shop/Premises/Office premises in ongoing scheme/project known as “_____” having Unit No. , having Carpet Area Admeasuring Sq. Mtrs., on the Floor, Which is bounded as shown below: -

East	:	}	As per approved plans
West	:		
South	:		
North	:		

SCHEDULE ‘B’ FLOOR PLAN OF THE PREMISES

ANNEXURE – A

Name of the Attorney at Law/Advocate Adv. Mrs. Anita Prakash Mungase (Pawar), Address _____ : Date _____ : No. RE. _____ :
Title Report Details of the Title Report The Schedule Above Referred to (Description of property) Place: Datedday of 20.....

(Signed) Signature of Attorney-at-Law/Advocate

ANNEXURE –B (Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer to the project land).

ANNEXURE –C (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE -D (Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE – E (Specification and amenities for the Shop/Commercial Unit),

ANNEXURE –F (Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – G (Map showing partition of area between the Developer and Consenting Party herein)