READY RECKONAR CHART No.1.3.43
RATE Rs. 29,800/- PER SQ. MTR.
GOVT. VALUATION Rs. _____,
CONSIDERATION Rs. _____,
STAMP DUTY + L.B.T. Rs. _____,
REGI. FEES Rs. _____.

!! Om Sai !!

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Nashik on this _____ day of _____ Two Thousand Nineteen.

BETWEEN

Shweta Infrastructure and Housing (I) Pvt. Ltd., **(PAN No: AAJCS4306F) (CIN No. U45200MH2005PTC155493),** a company incorporated under the Companies Act, 1956 having its registered Corporate office at : 204, 2nd Floor, Veena – Beena Shopping Center, Opp. Bandra Station, Bandra (W), Mumbai – 400050 and for their Nashik Operation having their Nashik Office at : Samraat House, Tagore Nagar, Opp. Dr. Ambedkar Nagar,Nashik Pune Highway, Nashik 422006; represented by its Directors 1. **Mr. Sujoy Jayant Gupta**, Age 47 years, (Aadhar No. 411889507153), Occupation Business & agriculture and 2. **Mrs. Shweta Sujoy Gupta** Age: 42 years, (Aadhar No 645676049544) Occupation Business & agriculture, residing at 1207/1208, Signature Apartment, Serene Meadows, Anandvali, Gangapur Road, Nashik 422013; hereinafter referred to as "**THE BUILDER / PROMOTER / DEVELOPER**", (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees)signed by any one Director as authorized vide board resolution dated 01/06/2017; **PARTY OF THE FIRST PART….**

AND

BLOSSOM CONSTRUWELL PVT. LTD., **PAN NO.: (AAECB2024L),** a Company duly registered under the Companies Act, 1956, having its registered office at "Laxmi Niwas", Sharanpur Road, Nashik - 422005, through its Directors 1. **Mr. DINESH MULJIBHAI PATEL** Age 46 Yrs, Occupation– Business, Agriculturist R/At: Ishwari Apartments, Tilak Wadi, Nashik 2. **Mr. JITENDRA MANJI PATEL** Age - 46, Occupation – Business, Agriculturist R/At : Bhalchandra Sankul, Flat No 5, Ramdas Colony, Nashik (Hereinafter referred to as the "**Said Co-Promoter/Land Owners"**) the said landowners through their registered G.P.A. holder **SHWETA INFRASTRUCUTRE & HOUSING (INDIA) PVT. LTD.**, represented by its Directors 1. **Mr. Sujoy Jayant Gupta**, Age 47 years, (Aadhar No. 411889507153), Occupation Business & agriculture and **Mrs. Shweta Sujoy Gupta** Age: 42 years, (Aadhar No 645676049544) Occupation Business & agriculture, residing at 1207/1208, Signature, Serene Meadows, Anandvali, Gangapur Road, Nashik 422013; hereinafter referred to as "**CO-PROMOTER/THE CONFIRMING PARTY**", (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees) signed by any one Director as authorized vide board resolution dated 01/06/2017 ; **PARTY OF THE SECOND PART….**

AND

(1) _____

Age: _____ years, Occupation: _____,

PAN No. _____, Aadhar No. _____

R/at: _____

_____

(2) _____

Age: _____ years, Occupation: _____,

PAN No. _____, Aadhar No. _____

R/at: _____

_____

Hereinafter called the "**ALLOTTEE / PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his /her heirs, executors, successors in interest and permitted assignees); **PARTY OF THE THIRD PART...**

The Builder/Promoter/Developer, The Co-Promoter/The Confirming Party and Allottee / Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

W H E R E A S

(A) The property bearing Survey no. 206/1/3 area admeasuring 1 H 47.07 R+ Pot Kharaba 0 H 05.01 R Total Admeasuring 1H.52.08 R i.e. 15208.00 Sq.Mtrs was originally owned by the Shri Harilal Narsinghbhai Jethava. The said property purchased by Shri Jitendra Manji Patel and Other 19 from Shri Harilal Narsinghbhai Jethava with the consent of Shri Pratap Vasantrao Bedse and Shri Baburao Khandve by the way of Sale Deed dated 30/04/2010 which was duly registered before the Sub-Registrar at Sr. No. 4090/2010. Accordingly the names mentioned above of the purchasers were recorded in ownership column of the 7/12 extract vide mutation entry No. 67425 was made and Certified by the Revenue Officer.

(B) The Deed of Declaration and confirmation Deed which was executed on 31/12/2011 by the owners, Shri Jitendra Manji Patel and other 19 in favour of M/s. Blossom Construwell Pvt. Ltd.

through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel for the area admeasuring 1 H 47.07 R. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act had been affixed / paid with the said document. The said Declaration Deed and Confirmation Deed were registered before the Sub Registrar, Nashik at Sr. No. 373/2012 on 11/01/2012. Accordingly the name of said company, M/s. Blossom Construwell Pvt. Ltd. was recorded to the ownership column of 7/12 extract for the area admeasuring 1 H 47.07 R. Accordingly mutation entry no. 83282 was made and certified by the Revenue Officer. By virtue of said Declaration Deed and Confirmation Deed, the ownership rights was transferred in favour of M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel.

(C) The Declaration Deed and Confirmation Deed which was executed on 11/01/2012 by Shri Jitendra Manji Patel and other 19 in favor of M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel for the area of Pot Kharaba admeasuring 00 Hector 05.1 R. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act had been affixed / paid with the said document. The said Declaration Deed and Confirmation Deed of the area of Pot Kharaba admeasuring 00 Hector 05.1 R. were registered before the Sub Registrar, Nashik at Sr. No. 374/2012 on 11/01/2012. Accordingly the name of said company M/s. Blossom Construwell Pvt. Ltd. was recorded to the ownership column of the said 7/12 extract for the area admeasuring 00 Hector 05.1 R. and the mutation entry no. 84823 was made and certified by the Revenue Officer. By the virtue of said Declaration Deed and Confirmation Deed, the ownership rights was transferred in favour of M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel.

(D) The owner M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel of Survey no.206/1/3 admeasuring 1 H 47.07 R+ Pot Kharaba 0 H 5.01 R Total Admeasuring 1H 52.08 R i.e. 15208.00 Sq. Mtrs had decided to develop the said property. And for the development of the said property the Owners had executed a Joint Venture Development Agreement and General Power of Attorney in favour of the Builder/ Promoter/ Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd., through their Directors i) Mr. Sujoy Jayant Gupta and ii) Mrs. Shweta Sujoy Gupta. The said Joint Venture Development Agreement was duly registered in the office of Sub-Registrar Nashik at serial no. 6190/2014 on 24/07/2014

and General Power of Attorney was registered before the Sub-Registrar Nashik at serial no. 6191/2014 on 24/07/2014. Accordingly name of the Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. was recorded in other Rights column of the said 7/12 vide mutation entry no. 94242 dated 01/09/2014. By virtue of the said Joint Venture Development Agreement the Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd., through their Directors i) Mr. Sujoy Jayant Gupta and ii) Mrs. Shweta Sujoy Gupta has obtain the rights of Development of the project over the said land, further it appears from the contents of the said Joint Venture Agreement that, Builder/Promoter/Developer M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd., through their Directors i) Mr. Sujoy Jayant Gupta and ii) Mrs. Shweta Sujoy Gupta, are entitled for 59% constructed area out of the total constructed area, and the land owner M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel are entitled for 41% of constructed area out of the total construction, and the Non Refundable amount was paid to M/s. Blossom Construwell Pvt. Ltd. through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manji Patel by the Builder/Promoter/Developer.

The Builder/Promoter/Developer were entitled to retain an area to the extent of 62% out of total constructed area as their share in the total construction of the Project and the Co-Promoter/ Confirming Party were entitled for remaining 38% of constructed area from the total construction of the project for sale, lease, giving the premises on leave and license of their respective share as they may deem fit.

(E) By virtue of the Joint Venture Development Agreement, the Builder/Promoter/ Developer were entitled to construct the buildings on the said property as per the approved building plan and as per the terms and conditions of the joint venture development agreement. As per the terms of Joint Venture Development Agreement and after approval of the building plans, both the parties had distributed their respective 62% and 38% of the saleable constructed area specifying the Building No., Floor, Name of the building, Flat No. and the area of the respective flats for which both the parties were entitled to as per the terms of the Joint Venture Development Agreement. **The present tenement/ flat is subject matter of the present Agreement is the property out of the share of 62%** of the total constructed area under the ownership of the Builder/ Promoter / Developer. And therefore the Builder/ Promoter/ Developer have all the rights to deal

with and disposed off the same as per their whim and wish.

(F) The Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of said land bearing Survey No. 206/1/3 for non agricultural purposes for area admeasuring 13,494.20 square meters through its order **No.MH/Kaksha-3/4/N.A.Case no./81/2011** dated **16/08/2011,**. and further the Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of said land bearing Survey No. 206/1/3 for non agricultural purposes for area admeasuring 292.00 square meter out of area admeasuring 13,494.20 square meters for commercial purposes through its order **No.MH/Kaksha-3/2/Ru.C.Aa/S.R/281/2018** dated **07/09/2018.**

The Co-Promoter/Confirming party is the absolute owner of above mentioned survey number and are well and sufficiently entitled to all that pieces and parcels of land bearing Survey No. 206/1/3 area admeasuring 15208.00 square meters situated at village Nashik, Taluka and District Nashik within the limits of Nashik Municipal Corporation, Nashik and had entered with the Builder/ Promoter / Developer a Joint Venture Development Agreement as enumerated hereinbefore (Hereinafter collectively the total land referred to as **"the said land"**) which is more particularly described in the **First Schedule** hereunder written.

The Co-Promoter/Land Owner through power of Attorney holder, Shweta Infrastructure and Housing (I) Pvt Ltd through its Directors Mr. Sujoy Jayant Gupta and Mrs. Shweta Sujoy Gupta handed over the area adm. 1118.62 sq. mtrs to the Nashik Municipal Corporation for DP road & the area 595.18 sq mtrs was handed over to the Nashik Municipal Corporation for playground out of total area 15208.00 Sq. Mtrs of S.No. 206/1/3. Hence the Co-Promoter/Land Owner through power of Attorney holder, Shweta Infrastructure and Housing (I) Pvt Ltd through its Directors Mr. Sujoy Jayant Gupta and Mrs. Shweta Sujoy Gupta executed sale deeds in favor of the Nashik Municipal Corporation which were registered at Sr No. 658/2017 and 659/2017 respectively on 14/06/2017. Accordingly the name of Nashik Municipal Corporation was mutated to the ownership column of Revenue Record for the area adm. 1118.62 sq. mtrs & area 595.18 sq mtrs vide mutation entry no. 103681 on 21/02/2018. The F.S.I of the said area is availed and utilized for the construction of the project "Samraat Gokuldham" by the Grantor/Builder/Promoter/Developer.

Previously the Co-Promoter/Confirming party, M/s. Blossom Construwell Pvt. Ltd. had prepared building plan and got the building plan for area admeasuring **12497.91 sq mtrs** sanctioned from Nashik Municipal Corporation, Nashik vide Commencement Certificate bearing No. **LND/BP/PANCH/C-1/80/427** dated **24/04/2012,** in respect of buildings to be constructed on the said land. Further the Builder/Promoter/Developer, M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. had revised the above building plans and re-sanctioned the necessary building plans and the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing **LND/BP/C1/586/5152**, dated **17/12/2016** for area admeasuring **15556.26** sq mtrs in respect of buildings to be constructed on the said land. Thereafter Builder/Promoter/Developer, M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. again revised the above building plans and re-sanctioned the necessary building plans as per today's market requirement and the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing **LND/BP/C1/95/6221**, dated **03/11/2018** for area admeasuring **7170.91 Sq mtrs** in respect of buildings to be constructed on the said land.

Further the construction work of the said project known as "**SAMRAAT GOKULDHAM"** was partly completed for **Building "A"- Wing – "A" and Wing – "B"**, **Building – "B" – Wing – "C"** as per the approved plan by Nashik Municipal Corporation, Nashik and the Builder/Promoter/ Developer then applied to the Nashik Municipal Corporation, Nashik for obtaining the part occupation/completion certificate for the same and the Nashik Municipal Corporation, Nashik after visiting the site and checking all the compliances as required by Nashik Municipal Corporation bye-laws has issued the part completion/occupation certificate for **Building "A"- Wing "A" , Wing "B" and Building "B" - Wing "C"** vide its order, outward No. **Town Planning Department/ Panchavati/ 22499/5501 dated 01/10/2018 for area admeasuring 14343.50 Sq.Mtrs**.

AND

i. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party affirms that there is no covenants affecting the said property.

ii. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party affirm that there are no impediments attached to the said property.

iii. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party affirm that there is no area occupied by the tenants and therefore there is no question of settlement

with tenants. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party is in absolute occupation and possession of the said property.

iv. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party affirms that there is no illegal encroachment on the said property

v. The Builder/Promoter/Developer and the Co-Promoter/ The confirming Party affirms that title of the Property is clear and marketable and no permission (if any) required from any Government or Authority which affects the title to the property, if any has been obtained. The Builder/Promoter/Developer also affirms that the construction on the said land is in a very advanced stage and the details of the same is mentioned herein below in Table 1.

vi. The Builder/Promoter/Developer has obtained Construction Finance for construction on the said this said property Survey No. 206/1/3 from ECL FINANCE LIMITED. The said and building constructed on the said land is mortgaged with ECL FINANCE LIMITED and the said the mortgage deed for the same was executed on 31/08/2018 and was registered in the office Sub Registrar vide Sr. No. 2442/2018.

The Builder/Promoter/Developer declares that they will obtain no objection certificate for the sale of the said premises described in schedule II from the said lender after execution of the present agreement and the same will handed over to the Alottee/purchaser/s within 15 (Fifteen) days of the registration of Agreement for Sale registered. The Builder/Promoter/Developer declares that except the above charge of encrumbrance for the the above Construction Finance on the said property, the title of the said property is fully clear and marketable.

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

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

AND WHEREAS the Builder/Promoter/Developer had floated the ownership scheme on the said land under the name and style of "**SAMRAAT GOKULDHAM"** and proposed to construct on the

said land, 3 (Three) Buildings out of which all 3 (Three) Buildings - 4 (Four) Wings are already under construction and the details are as below:-

Table 1

PROPOSED /UNDER CONSTRUCTION AND COMPLETED BUILDINGS – 3 (Three) Buildings – 4 (FOUR) wings of Project "SAMRAAT GOKULDHAM"

Building A Building B	Residential Building Building A - Wing B Building B - Wing C **PHASE I** **ABOVE MENTIONED WINGS ARE COMPLETED AND PART COMPLETION CERTIFICATE IS OBTAINED FROM NASHIK MUNICIPAL CORPORATION VIDE Town Planning Department /Panchavati/ 22499/5501 dated 01/10/2018.**	Building A - Wing-B - Stilt / Ground Floor for Car Parking. - First Floor to Fourteenth Floor consisting of 8 (Eight) flat/ Apartments on each floor Building B - Wing-C - Stilt / Ground Floor for Car Parking. - First Floor to Fifth Floor consisting of 4 (Four) flat/ Apartments on each floor
Building A	Residential + Commercial Building Building A – Wing A **PHASE II** **ABOVE MENTIONED WING ARE COMPLETED AND PART COMPLETION CERTIFICATE IS OBTAINED FROM NASHIK MUNICIPAL CORPORATION VIDE Town Planning Department /Panchavati/ 22499/5501 dated 01/10/2018.**	Building A – Wing A - Stilt / Ground Floor for Car Parking and 7 Commercial Shops having access from the road. - First Floor consisting of 6 (Six) flat/ Apartments. - Second Floor consisting of 7 (Seven) flat/ Apartments - Third Floor to Fourteenth Floor consisting of 8 (Eight) flat/ Apartments on each floor.
Building C	Residential Building Building C - Wing D **PHASE IV** **Construction Completion Date – 31st December 2021**	Building C – Wing D - Stilt / Ground Floor for Car Parking. - First Floor to Fourteenth Floor consisting of 8 (Eight) flat/ Apartments on each floor.
Common Areas	Common Amenities **PHASE III** **Construction Completed as on date.**	- One Club House - Podium for Parking - One Children play area above podium slab - Lawn - One Gymnasium - Splash pool on podium

AND WHEREAS the Builder/Promoter/Developer has completed the construction work of **Building "A" - Wing "A", Wing "B" and Building "B" -Wing "C"** and has proposed to construct

the remaining wing in the project as denoted in **Table 1** and the Table denotes the approved project as per the sanction granted by the Nashik Municipal Corporation as on date and the project will be re-approved, amended and changed without any alteration in the sold flat/apartments, commercial area and will not hamper the sold area here and before this date, the changes will only be in the unsold area and will be informed accordingly to the new allottee/ purchaser/s. The Builder/Promoter/Developer reserve the right for further sanctioning of the remaining / additional available FSI / TDR / Premium FSI and re-approve as proposed in **Table 1** above.

Intention of Development as proposed in Table 1 above, copy of the plan of IOD – Intention of Development as proposed in **Table -1** has been attached herewith as **Annexure - V**. A separate copy in A2 size which is readable and understood by the allottee / purchaser/s has been given to the allottee / purchaser/s which he / she/ they acknowledge to have received.

AND WHEREAS the Builder/Promoter/Developer had floated the ownership scheme on the said Land under the name and style of "**SAMRAAT GOKULDHAM"** comprising of various buildings consisting of residential flats/apartments. Though the Builder/Promoter/Developer herein has right to develop the entire project land, the Builder/Promoter/Developer has decided to carry out construction/development in phases and accordingly has identified the different phases and has mentioned the same hereinabove in **Table 1**. The respective building as per the Phase mentioned above is the subject matter of this agreement and the said project shall be known as "**SAMRAAT GOKULDHAM"** hereinafter referred as "Said Project" and will finally admeasure as per the approved building plans and occupation certificates as mentioned above. The maximum allowed FSI can be approximate 31,000.00 sq. meters and thereabouts more particularly described in and shown in **Annexure- V**;

AND WHEREAS by virtue of the Joint Venture Development Agreement which was registered in the office of Sub-Registrar vide Registration No. 6190/2014 dated 24/07/2014 and General Power of Attorney which was registered in the office of Sub-Registrar vide Registration No. 6191/2014 dated 24/07/2014. The Builder/Promoter/Developer has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is constructed. The Builder/Promoter/Developer herein alone has sole and exclusive right to sell the

Flat/ Apartments in the said project constructed by the Builder/Promoter/Developer of his share of 62% as stated herein above and is fully competent to enter into agreement/s with the Allottee / Purchaser/s, lessee, mortgagee, of the Flat/ Apartments / Land and to receive the sale price / Loan/ Construction Finance/ Equity in respect thereof.

AND WHEREAS the Allottee/Purchaser/s on his / her / their request has been offered a flat/apartment bearing number _____ on the _____ floor, (herein after referred to as the said "**Flat/ Apartment**") in the _____ wing, of the Building _____ (herein after referred to as the said "**Building"**) being constructed in the _____ phase of the said project and the entire project will be known as "**SAMRAAT GOKULDHAM"**.

AND WHEREAS the Builder/Promoter/Developer have registered the Project "**SAMRAAT GOKULDHAM" – Project 1 (Building A – Wing A & Wing B, Building B – Wing C)** under the provisions of the Real Estate (Regulation and redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra under **Registration Number P51600002529.** The same has been Annexed and Marked as **Annexure XIII-A,** the Builder/Promoter/Developer has also updated the Occupation Certificate and the revised building plans of the above phase as received from Nashik Municipal Corporation and mentioned above has also been updated on the **RERA Registration Number P51600002529.**

"**SAMRAAT GOKULDHAM" Project – 02 Building 'C' (Residential) Wing 'D'** has also been registered under the provisions of the Real Estate (Regulation and development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra vide **Registration Number** _____ and has been Annexed and Marked as **Annexure XIII-B** and the same is informed/ conveyed to the Allottee / Purchaser/s. All requisite documents are uploaded on the RERA website www.maharera.mahaonline.gov.in and the allottee/purchaser/s are also informed to verify the same on the above mentioned website.

AND WHEREAS the Builder/Promoter/Developer has entered into a standard agreement with their Architect (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture and such agreement is as per the agreement prepared by the Council of Architecture,

the Builder/Promoter/Developer herein has appointed Architect Tapasaya H. Bendale to prepare the design of the layout, prepare the design of the building, provide entire the working drawings for entire project, liasion with the land scape designer, the R.C.C designer and other consultants and incorporate all the necessary requirements in the working drawings and ensure safe and healthy project under her supervision with weekly visits to the site as per the signed agreement. Further she is also responsible to liaison with the Nashik Municipal Corporation and get drawings approved as per the Nashik Municipal Corporation bye laws and adhere here and here forward to all the changes bought in by the local authority, the state authority or the national authority and do the necessary correction in the working drawings and the approved drawings and get them reapproved from time to time Entire responsibility of keeping the drawings updated as per the latest bye laws is full responsibility of Architect Tapasaya H. Bendale who has prepared all the drawing from land layout till possession. Architect Tapasaya H. Bendale operate from the office which is addressed at present Samraat House, Tagore Nagar, Off. Nashik- Pune Highway, Nashik, and all the construction on site has been as per the drawings and the guidance and supervision of Architect Tapasaya H. Bendale.

AND WHEREAS the Builder/Promoter/Developer has appointed structural engineer Mr. Jayant V. Inamdar, Strudcom Consultants Pvt. Ltd., having their office at 201, 2nd Floor, Ekdanta, CTS 136, Near Manali Hotel, Erandwane, Pune – 411004 as its Structural Engineer for the preparation of the structural design and drawings of the said project / buildings as per the latest structural norms and codes. The Builder/Promoter/Developer accepts the professional supervision of the Architect and structural engineer till the completion of the said project. The project will be completed as per the drawings provided by Mr. J.V Inamdar and he and his company is fully responsible for structural strength of all the buildings.

The Builder/Promoter/Developer herein has reserved the rights to change aforesaid Architects and Engineers if they feel so at any time before the completion of the project.

AND WHEREAS after the Allotee/ Purchaser/s enquiry in the said project, the Builder/Promoter/Developer herein had requested the Allottee/Purchaser/s to carry out his/her/their independent search by appointing his/her/their own Advocate for any doubts/queries,

he/she/they had regarding the marketable title, rights and authority of the Builder/Promoter/Developer herein & to verify other related permissions and sanctions for construction of the said project. The Allottee/Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Builder/Promoter/Developer herein & has also verified all other related permissions and sanctions for construction of the project and accordingly, on satisfaction of Allottee/Purchaser/s and their legal - council, the Allottee/ Purchaser/s has/have agreed to purchase the Residential flat/ Apartment which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto as **Annexure- VII**, (hereinafter referred to or called as **"THE SAID FLAT /APARTMENT"**).

AND WHEREAS on demand from the allottee/ purchaser/s, the Builder/Promoter/Developer has also given inspection to the Allottee / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents what 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. Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in all respect.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Builder/Promoter/Developer is annexed herein below as **Annexure – I** and authenticated latest copy of the extract of Village Forms VII and XII or any other important and relevant revenue record showing the nature of the title of the Builder/Promoter/Developer to the project land on which the Flat/Apartments are to be constructed have been annexed hereto and marked as **Annexure - II**.

Following Documents as per the Provisions of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") are attached as herein under vide various Annexures and schedules.

1. A copy of the layout showing location plan of the said project approved by the Nashik Municipal Corporation, Nashik with the land area and other details as mentioned therein has been annexed herein below and marked as **Annexure - IV**.

2. The copy of the Title Certificate of the above mentioned property is issued by **Adv. Dattaprasad Nikam** showing the clear title of the Builder/Promoter/Developer for the said property is annexed herein below as **Annexure-I**.
3. The latest copy of the 7/12 extract of the said land showing the nature of the title of the Builder/Promoter/Developer is annexed herein below as **Annexure – II.**
4. The copies of the plan showing layout of the Apartment/flat (Floor Plan) which is to be purchased, the drawing/print/s of the same shows the flat as agreed to be purchased by the Allottee/ purchaser/s and signed by the Alottee/Purchaser/s is annexed herein below as the Floor Plan of the flat/apartment to be purchased as **Annexure – VII**.
5. The copy of the plan showing layout of the car parking, as well as showing the allotted parking along with the Flat/ Apartment agreed to be purchased by the Allottee/ Purchaser/s is annexed herein below as Parking Plan as **Annexure-VIII**.
6. The copy of the latest Commencement Certificate along with the earlier Commencement Certificates is annexed herein below as **Annexure – III A & III B**.
7. The copy of the N.A. order by the Hon. Collectorate, Nashik is annexed herein below as **Annexure-IX-A & IX-B.**
8. PAN Card of Shweta Infrastructure and Housing (I) Pvt. Ltd and the PAN Card of Allottee/purchaser/s is attached herein below as **Annexure X**.
9. Part Completion Certificate issued by Nashik Municipal Corporation from time to time are attached herein below as **Annexure XII**.
10. Maharashtra Real Estate Regulatory Authority – Registration certificates of Project is attached herein below as **Annexure XIII-A & XIII-B**.
11. The specifications herein agreed to be provided by the Builder/Promoter/Developer in the Flat/ Apartment which is agreed to be purchased by the Allottee / Purchaser/s is mentioned herein below in **Schedule-III**.
12. The specifications herein agreed to be provided by the Builder/Promoter/Developer in the said project which will be known as common amenities is mentioned herein below in **Schedule-IV**.

13. The common areas and the common facilities have been shown in detail herein below in **Schedule – V**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold (also written herein above as IOD – Intention of Development) is attached herein below as **Annexure V.**

The said flat/apartment which is intended to be bought by the Allottee / Purchaser/s is in the said project (phase/wing) and with this Agreement for Sale, the Allottee / Purchaser/s shall have the right to claim the same for the above plan which is marked herein below as **Annexure VII.**

AND WHEREAS the authenticated site plan of the entire project (page 1 of the plan approved by the Nashik Municipal Corporation) is attached as **Annexure VI.** The Flat/Apartment which is intended to be bought by the allotee/purchaser/s is also approved in the entire set of plans approved by Nashik Municipal Corporation. The entire set of photo copies of the approved plan which are true copies certified by the Architect Tapasaya H. Bendale has been handed over to the allottee/purchaser/s along with the registration of this document.

AND WHEREAS the Builder/Promoter/Developer has obtained the sanctions/approvals from the Nashik Municipal Corporation for the plans/ sections/ drainage etc. of the said building/s required in the project and shall obtain re-approvals from various authorities from time to time, so as to obtain Building Completion Certificate / Occupancy Certificate of the said Building/s from Nashik Municipal Corporation.

The present Commencement Certificate in force as on date for the said residential issued by Nashik Municipal Corporation vide Commencement Certificate No. **LND/BP/C1/95/6221,** dated **03/11/2018.**

AND WHEREAS THE ALLOTTEE / PURCHASER/S IS / ARE WELL AWARE OF ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDING PLANS:

The Builder/Promoter/Developer herein have specifically informed the Allottee/Purchaser/s that, the present sanctioned building plans received from the Nashik Municipal Corporation is for part FSI of the said land and complete available FSI has not been approved in the latest Commencement Certificate mentioned above and this plan is subject to further sanction of the building plans for the remaining FSI that will be available on the said land / property including floating FSI/TDR/ Premium FSI which is yet to be utilized for the upper floor plans of Building "C" - Wing 'D' and will be approved, hence the plans will be changed in the near future for which the Allottee/Purchaser/s hereby gives his/her/their irrevocable consent to the Builder/Promoter/Developer to carry out such amalgamation, alterations, modifications in the plot layout plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Builder/Promoter/Developer feels right in their sole discretion he/they may think fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority subject to **NO CHANGE WILL BE DONE AS AGREED AS ON TODAY IN THIS AGREEMENT FOR THE FLOOR PLAN AND THE APARTMENT/FLAT PLAN WHICH IS SOLD UNDER THIS AGREEMENT FOR SALE.**

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/apartment is situated may be interconnected or joined with any adjacent residential building~~/ commercial building (consisting of basement / shops and offices)~~ or new building/s under development or to be developed by the Builder/Promoter/Developer and that save and except the flat/apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Builder/Promoter/Developer right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

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 Builder/Promoter/Developer 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/ phase shall be granted by the concerned local authority.

The Allotee/Purchaser/s is /are satisfied about all observations and performances of the Builder/ Promoter/Developer which are observed / observing and performed / performing by the Builder/ Promoter/Developer while developing the said project. The Builder/Promoter/Developer will comply all the conditions stipulated as above however the Builder/Promoter/Developer shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Builder/Promoter/Developer shall not be further responsible for any or all conditions/ stipulations laid down by the Authority which is / are not as per the prevailing rules, regulation and Act.

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

AND WHEREAS the Allottee / Purchaser/s on confirmation of accepting all the conditions of sanctioned plans by Nashik Municipal Corporation, Nashik has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/regulations under which sanctioned plans have been given shall not be binding on the Allottee/ Purchaser/s and that the Allottee / Purchaser/s shall not hold the Builder/Promoter/Developer responsible for the such contrary conditions.

AND WHEREAS the Allottee / Purchaser/s has independently made himself aware about the specifications to be provided by the Builder/Promoter/Developer in the said flat/ apartment. For the allottee/purchaser/s to understand the entire specifications to be provided inside the flat-apartment, the Owner/promoter has constructed on site a similar sample flat in a building / wing

of the said project in which they have clearly installed all the fixtures and fittings. The allottee/ purchaser/s has also inspected the same along with his/her / their family/ families and his/her/their known architect / engineer and got satisfied on the same. The list of all the fittings and fixtures have been annexed and marked as **Schedule III**. The allottee/ purchaser/s is also aware of the limitations, usage policies and maintenance of the installed items.

AND WHEREAS the Allottee / Purchaser/s has been very clearly informed and shown the conditions of contracts with the vendors/ contractors/ manufacturers and quality standards of products/fittings and fixtures which will be used in the flat/Apartment, in the common areas, their brands, specification etc. has been clearly shown to the Allottee/ Purchaser/s in the sample flat and the Allotee / Purchaser/s has independently verified the same and after satisfaction on the quality of workmanship, the brands of CP Fittings, Sanitary ware, wires, switches, cables, tiles, etc. which will be utilized/ fitted inside the flat/Apartment. He/she/they is/are also aware of the workmanship in common areas. He/she/they has/have also been informed the brands of common area fittings like the elevator/ switches/ wires and their brands or any other product etc. to be used in the entire project and building. He/she/they has/have been well explained and now after his/her/their satisfaction, he/she / they has/have agreed to all the brands, the guarantee / warrantee conditions mentioned in the respective purchase contracts and that the Allottee / Purchaser/s agrees to abide by the same, failure of which shall absolve the Builder/ Promoter/Developer to that extent.

AND WHEREAS the Allottee / Purchaser/s has/have applied for flat/ apartment in the said project **"SAMRAAT GOKULDHAM"** vide application no. _____ dated _____ for a _____ Bed Room Hall Kitchen flat/apartment No. _____ having carpet area of _____ square meters and exclusive balcony/s area of _____ square meters and terrace/s area of _____ square meters on _____ floor in Building "___**"** Wing "___**"** being constructed in the ___ phase of the said project along with covered parking No. **CP-**_____ admeasuring ____ square meter and pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment and further _____ square meters of limited common areas and facilities both of which are more particularly described in **Schedule IV** & **Schedule V** and the floor plan of the apartment is annexed hereto and marked

as **Annexure VII.** The total salable area of the flat/apartment is _____ square meters i.e. _____ square feet. The total salable area has arrived by adding the carpet area, the balcony area (the balcony cannot be enclosed), the terrace area(the terrace area cannot be covered or enclosed) and the pro-rata share in all common areas and the same has been well explained to the Allottee/ Purchaser/s and only after his/her/their complete satisfaction of the said area he/she/they is/are purchasing and also after the advocate appointed by the Allottee/ Purchaser/s has/have also got completely satisfied on the title and the area to be purchased, the Allottee/ purchaser/s have entered into this Agreement for Sale.

AND WHEREAS the present status of the flat/apartment which is being allotted by virtue of this agreement is as below:-

It has been specifically agreed by the Allottee / Purchaser/s that he/she/they have verified the stage of the construction of the flat / apartment and whole project as on date. The Allottee/ Purchaser/s also have inspected and seen all the common amenities like the club house, the gym area in wing A, the lawn, the children play area, splash pool on podium and Temple etc. which is complete as on date and no common amenities or facilities other than the completed and mentioned facilities above are promised by the Builder/Promoter/Developer. The same has been inspected by the Allottee/Purchaser/s and he is satisfied with the progress till date, the quality and the amenities promised whatever is fitted. And also the Allottee/ Purchaser/s promises to pay the amount as per the current stage of construction of the project which is due today as per the construction stage, amounting to **Rs.** _____ **(Rupees** _____ _____**)** within 30 days from the date of registration of this Agreement for Sale. It is very clearly explained to the Allottee/ Purchaser/s that only the flat/apartment which he/she/they have bought through this Agreement for Sale is subject matter of this document and all the payments are linked to his/her/their wing ____ only and is not linked to any other building nor to any common facilities as all the common facilities have been completed as on date.

AND WHEREAS relying upon the aforesaid application, the Builder/Promoter/Developer has agreed to allot and sell to the Purchaser/s, the said flat/apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said flat/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 flat/apartment for exclusive use of the Allottee / Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said flat/apartment for exclusive use of the Allottee / Purchaser/s, but includes the area covered by the internal partition walls of the said flat/apartment. Also the 100% area of enclosed / open balcony plus 100% dry balcony plus 100% attached terrace area is also subject matter of the present Agreement. The subject matter of the present agreement is carpet area_____sq.mtrs. as described above +(plus) balcony area ____sq.mtrs. + (plus) terrace area ____sq.mtrs. The total area of the said flat/apartment is _____sq.mtrs. The salable area of the entire flat/apartment for the exclusive use of the Allotteee / Purchaser/s is _____sq.mtrs which is also _____ sq. feet.

To arrive on the above mentioned said area of the flat / apartment which the Allottee/Purchaser/s have agreed to purchase is/are actual carpet area of the flat/apartment which includes the skirting and plaster thickness of the walls has to be considered in the carpet area. The area of adjacent terrace/ balcony exclusively attached to the said flat/apartment is also highlighted separately in the plan attached as Annexure VII. The said area is also to be considered in the aforesaid formula. The proportionate share in the common areas, such as corridor, staircase, landings, passages, lift, entrance lobbies, all wall of the tenement, etc. is not defined separately, but which can be determined by multiplying the sum of **the carpet area of the Apartment/Flat plus the area of adjacent terrace/s plus the area of the open and enclosed balconies and thus the total area is arrived by a factor of multiplication of 1.35 which is mentioned above as salable area.**

At the time of taking the possession of the said flat/apartment the Allottee/Purchaser/s at his/her/their own discretion can get the area measured through their appointed engineer/ architect or themselves and get satisfied with the above sizes and carpet area converted to salable area also. If any difference more than 3% in the area is found then the consideration of the said flat/apartment shall be adjusted accordingly and either Builder/Promoter/Developer if the area is found more then the Allottee/ Purchaser/s will pay to the Builder/Promoter/Developer the

differential amount as per the agreed rate or if the area is found less than 3% as mentioned above then the Builder/Promoter/Developer shall refund the extra amount, if received, back to the Allottee/Purchaser/s or adjust it against the balance receivable, as the case may be.

After taking the possession of the said Apartment by the Allottee/Purchaser/s it shall be presumed that the Allottee/Purchaser/s has/have no grievance under whatsoever head including as to built area/ salable area, carpet area, height, length and width etc. of the said Apartment/Flat.

AND WHEREAS, the Allottee / Purchaser/s prior to execution of this present Agreement for Sale has paid to the Builder/Promoter/Developer a sum of **Rs.** _____ **(Rupees** _____**)**, being part payment towards the agreed purchase price of the said flat/ apartment which has been agreed to be sold by the Builder/Promoter/Developer to the Allottee/ Purchaser/s and will be adjusted against advance payment / deposit / application fee (the payment and receipt whereof the Builder/ Promoter/Developer both hereby admit and acknowledge) and the Allottee / Purchaser/s has agreed to pay the remaining price/cost of the said flat/Apartment as prescribed in the payment plan mentioned herein below to the Builder/Promoter/Developer within the time and the manner appearing hereinafter. Payment as per the agreed schedule mentioned herein below is the major essence of this Agreement for sale and the most important clause to which the Allottee/ Purchaser/s has to be strictly adhere. Failing to pay the agreed due amounts on time may lead to the cancellation of this Agreement for Sale without any prejudice and the allotment of the said flat/apartment will stand cancelled if the payment schedule is not adhered to strictly today and till the possession of the said flat/apartment.

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Builder/Promoter/Developer has agreed to sell and the Allottee / Purchaser/s hereby has/have agreed to purchase the said Flat/Apartment and the parking as specified hereinabove.

That the consideration as agreed between the parties is on **LUMP-SUM BASIS**. Considering the area of Flat/Apartment, parking, common area and other relevant amenities of the said project.

AND WHEREAS the Builder/Promoter/Developer in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Flat/Apartment in favour of the Allottee / Purchaser/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this present document is executed.

Notwithstanding anything stated in any other document/ allotment letter/ E-mail/ cost sheet or any other form of communication given or communicated to the Allottee / Purchaser/s any time prior to this agreement is null and void and this Agreement for Sale shall be considered as the only document and the terms and conditions mentioned and written in this Agreement for Sale shall only be read as the only Terms and Conditions valid and basis for which the said flat/apartment is agreed to be sold to the Allottee / Purchaser/s. The same has been explained, agreed and understood by the Allottee / Purchaser/s.

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/ Purchase/s in respect of his flat / apartment as mentioned above in the said project.

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

And that the Allottee / Purchaser/s has not given / not allowed to give and cannot give any third party any rights to enforce this said agreement unless the said flat / apartment is transferred to him/ her / them through a registered conveyance deed.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Builder/Promoter/Developer shall construct on the said land, 3 (Three) Buildings- Building “A”, Building “B” and Building “C” in which four wings will be constructed Wing “A”, Wing “B”, Wing “C” and Wing “D” out of these Wing “A” is Residential and commercial building consisting of Ground Floor for Car Parking and 7 Commercial Shops/units having access from the road and 14 (Fourteen) floors, Wing “B” is Residential building consisting of 14 (Fourteen) floors above car parking and Wing “C” which is Resdential building consisting of 5 (Five) floors above car parking and Wing “D” which is also a Residential building consisting of 14 (Fourteen) floors above car parking on the said project.

The Allottee/Purchaser/s is aware that although the Wing “A”, consists of the commercial shops/units and is part of same project which can be used for any of the following activities/ business which are lawfully allowed to be operated and run in a commercial space as per the Nashik Municipal Corporation byelaws. The businesses that may run in this Commercial Wing “A” may be hospitals, IT park, Restaurants , Tuition classes, Advocate offices, Chartered Accountant offices, Doctors clinics, Pathology Labs and any other such legitimate business / activities which is allowed as per the Nashik Municipal Corporation Byelaws. Also the large showroom/ shops with loft on the Ground floor can be used for large business activities either mentioned above or for car showrooms, wholesale and retail shops for grocery, hardware and paint shop, banks, hotels, restaurants, and other kind of daily retail. The project will be known as **“SAMRAAT GOKULDHAM”** with the wings mentioned separately at the entrance of each wing and on this project land as

mentioned above in accordance with the plans, designs as approved by the Nashik Municipal Corporation and reapproved from time to time by the Nashik Municipal Corporation. The details of the same has been provided hereinabove in **Table 1**.

The Builder/Promoter/Developer hereby has also informed that they have completed the entire construction work of **Building "A"- Wing-"A", Wing-"B" & Wing-"C"** and obtained the Part Completion / Occupation Certificate from the Nashik Municipal Corporation as mentioned above. They have also completed Common Facilities and Common Amenities like the Club House, the Gymnasium in Wing A, lawn, Kids Play Area**,** splash pool on podium, temple etc., are also completed on this date and delivered at actual. The Allottee/ Purchaser/s who have already taken the possession of the Flat/ apartment in Building "A" - Wing "A", Wing "B" and Building B- Wing "C" are already enjoying and using the same.

The Allottee/Purchaser/s are aware of this fact that the common amenities and common facilities provided for the entire project "Samraat Gokuldham" are common for all the Wings A/B/C/D and is complete as on date. The Allottee/Purchaser/s has/have booked the said Unit/Flat/ Apartment/Commercial Unit, after knowing the present condition of the Project site after he / she/they has/have visited the project site and the project engineer has taken them around and has made them aware of all the common amenities and common facilities provided by the Builder/Promoter/Developer. No further common facility or amenity is balance as on date and the Allottee/Purchaser/s has/have agreed, understood and has/have no objection to the same and has/have given his/her/their irrevocable consent to the same. It is clearly understood by him/her/them that only the amenities of the flat/Apartment and its construction is balance as on date.

The Allottee/Purchaser/s hereby gives his/her/their written unconditional assent / consent for making the changes / alterations in the building plans which may not affect the Flat/ Apartment of the Allottee/ Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee / Purchaser/s also hereby agrees and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour

through the premises and along the premises. The Allottee / purchaser/s hereby understands and gives its unconditional assent and consent for the same.

Provided that the Builder/Promoter/Developer shall have to obtain prior consent in writing of the Allottee / Purchaser/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee / Purchaser/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Builder/Promoter/Developer in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Builder/Promoter/Developer may also make such minor additions and alterations inside the flat / apartment only as may be required because of any conditions mentioned above but will not do any alteration, change of tile, color, wiring, switches, etc even if requested by the Allottee / Purchaser/s. For such changes inside the flat/apartment the Builder/Promoter/Developer has a set of approved contractors and suppliers and only these contractors can do all the necessary changes required by the Allottee / Purchaser/s and the payment for these changes has to be directly paid to the said contractor as per the agreement between the contractor and the Allottee / Purchaser/s. It is very important that nothing can be changed / modified / added to the external face of the flat/ apartment/ building/ wing, no balcony can be enclosed, no terrace can be enclosed, no grill can be put on the external face, no windows can be changed nor the window sizes can be resized, nor any coloring can be done or changed in the balcony or the external surface of the flat/apartment, nor can any terrace be enclosed with brickwork, nor can the shade of the window glass or the type of the window glass cannot be changed.

THIS IS A VERY IMPORTANT CLAUSE OF THIS DOCUMENT AND LEGAL ACTION WILL BE INITIATED IF ANY THING OF SUCH NATURE AS MENTIONED ABOVE IS DONE AND THE ALLOTTEE/ PURCHASER/S WILL BE LIABLE FOR THE CONSEQUENCES ARISING OUT OF SAME.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT:

2.1. The Allottee / Purchaser/s hereby agrees to purchase from the Builder/Promoter/Developer and the Builder/Promoter/Developer hereby agrees to sell to the Allottee/Purchaser/s flat/apartment No. _____ on _____floor in the building ____, Wing ____, Phase ____

(hereinafter referred to as "**the Flat/ Apartment**") as shown in the floor plan thereof hereto annexed and marked **Annexure VII** for the LUMP-SUM consideration of **Rs.** _____ **(Rupees** _____**)**. The said amount is agreed as **lump-sum** amount against the said flat / apartment along with parking and also along with the all the facilities and benefits attached to the said flat/apartment as a member of associations of persons/apartment condominium. This also includes the proportionate cost of the common areas and facilities appurtenant to the premises, the nature and extent and description of these limited common areas and facilities are more particularly described in the **Schedule – IV and Schedule - V** herein below.

2.2. The Allottee / Purchaser/s hereby agrees to purchase from the Builder/Promoter/Developer and the Builder/Promoter/Developer hereby agrees to sell to the Allottee / Purchaser/s Parking No **CP-**____ situated at **Ground stilt floor of each wing / Along the compound wall/Below podium** covered with polycarbonate/ PVC/ Pre-coated sheet and made in MS Fabrication which is being constructed in the layout as per the approved building plan and the cost is inclusive in the total agreed Lump-sum consideration of the flat / Apartment as mentioned in clause 2.1 above. Further that the Allottee/ purchaser/s shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Builder/Promoter/Developer. The parking has been pre-allotted and no changes in the location will be done in the allotted parking and the same has been very clearly informed to the Allottee / Purchaser/s before the execution of this Agreement for Sale.

2.3. The Allottee / Purchaser/s agrees and understands that timely payment/s towards purchase of the said flat/apartment as per payment plan/schedule hereto is the essence of the Agreement and the consequences of the non-payment has also been explained and written herein above.
The Allottee / Purchaser/s has paid on or before execution of this agreement a sum of **Rs.** _____ **(Rupees** _____ **)**, as advance payment or application fee and hereby agrees to pay to that Builder/Promoter/Developer the balance amount of **Rs.** _____ **(Rupees** _____**)**, in the following manner :-

i. Amount of Rs**.** _____ **(Rupees** _____**)**, (not exceeding 30% of the total consideration) to be paid to the Builder/Promoter/Developer within 15 days after the execution of this Agreement.

ii. Amount of Rs**.** _____ **(Rupees** _____**)**, (not exceeding 45% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of the Plinth of the wing in which the said flat/apartment is located.

iii. Amount of **Rs.** _____ **(Rupees** _____**)**, (not exceeding 60% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of the 6th (Sixth) slab and stilt of the wing in which the said flat/apartment is located.

iv. Amount of **Rs.** _____ **(Rupees** _____**)**, (not exceeding 70% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of all the 15 (fifteen) slabs of the wing in which the said flat/apartment is located.

v. Amount of **Rs.** _____ **(Rupees** _____**)**, (not exceeding 80% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of the walls of the said building/ wing.

vi. Amount of **Rs.** _____ **(Rupees** _____**)**, (not exceeding 90% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of the internal and external plaster of the Wing in which the said flat/apartment is located.

vii. Amount of **Rs.** _____ **(Rupees** _____**)**, (not exceeding 95% of the total consideration) to be paid to the Builder/Promoter/Developer on completion of the tiling of floor and dado of the wall, kitchen platform of the said flat/apartment.

viii. Balance Amount of **Rs.** _____ **(Rupees** _____ _____ **)** is to be paid to the Builder/Promoter/Developer on completion of the lifts, water pumps, electrical fittings of staircase and stilt parking, Electro/ mechanical requirements, entrance lobby/s, paving of areas appertain **to the said wing only**.

The time of taking the possession of the flat/apartment by the Allottee / Purchaser/s has no concern with the final payment as mentioned in clause viii and the same is to be paid within 15 days of intimation of the conditions of completion as mentioned in clause (viii). The application to Nashik Municipal Corporation for the occupancy certificate / completion certificate has to be done before

the demand as per clause (viii) but receiving the occupancy certificate from the Nashik Municipal Corporation is a time taking process and cannot act as a subject for non-payment of clause (viii) herein above.

The Price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/Promoter/Developer by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied by the competent authority in connection with the construction of the said flat/apartment or the project and carrying out the said Project). These taxes are to be paid separately other than the above lump-sum cost from time to time by the Allottee/Purchaser/s and to be paid to the Builder/Promoter/Developer as per the demand and before the handing over the possession of the flat/ apartment. It is also clearly informed to the Allottee/Purchaser/s that the taxes keep on varying by the Central or the State Government and the applicable tax on the particular date of demand has to be paid by the Allottee/Purchaser/s.

The Allottee/Purchaser/s herein is/are well aware that, the building in which the said flat/apartment is situated and the said building is under construction on the said land, the construction of which is in progress and after considering the present status of the construction of the said building, the Allotee/Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Builder/Promoter/Developer as per the detailed clause no. 2.3 mentioned herein above.

The Allotee/Purchaser/s herein shall pay the aforesaid consideration to the Builder/Promoter/Developer on due date as per the progress of the Wing and within 8 (eight) days from the Allotee/Purchaser/s receiving the written intimation by email or courier or speed post or SMS or Whatsapp from the Builder/Promoter/Developer informing him/her/them about the progress of the said wing in which the said flat/apartment is booked.

The Allottee / Purchaser/s herein specifically agrees that he/she/they shall pay aforesaid amount along with the service tax, VAT, GST and any other tax / cess applicable from time to time and the rate of such Service tax, VAT, GST, Cess etc. may change and the allottee/ Purchaser/s agrees to

pay the above as per the prevailing rate on the day of payment. The prevailing rate can be cross verified by the allottee/ purchaser/s by visiting the web site of the concerned department / authority.

PAYMENT ON TIME IS THE ONE OF THE MAIN AND IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.

The Builder/Promoter/Developer herein informed to the Allotee/Purchaser/s that, aforesaid payment has to be made by the Allotee/Purchaser/s by Cheques/Demand Draft/RTGS issued/drawn in the name of "**Shweta Infrastructure and Housing (I) Pvt. Ltd**" payable at Nashik and agree/s to deposit all above mentioned payment in the bank i.e. **ICICI Bank** Ltd., Nashik Road Branch Escrow Account No. **018205005371 IFSC Code – ICIC0000182, Branch Name:** Nashik Road, Nashik.

However in case the Allotee/Purchaser/s making any payment by any outstation cheques/demand drafts, the date of payment shall be treated as and when the said amount is credited to the account of the Builder/Promoter/Developer and only to the extent of the amount left after deduction of any commission/ collection charges or other charges which may be charged by the bank.

It is agreed that, the Allotee/Purchaser/s has/have to pay VAT, Service tax, GST or any other tax/ levies/ cesses as applicable time to time as per the rules, notifications of any State government / Central government body along with the document additional to the above mentioned cost but, if at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/ surcharge etc. such as Sales Tax, VAT, GST, Work Contract Tax, Additional premium, etc or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, or the local authority, in respect of the said land or the said flat/ apartment or this Agreement or the transaction herein, shall exclusively be paid / borne by the Allotee/Purchaser/s along with interest, if any. The Allotee/Purchaser/s shall pay within 7 (seven) days to the Builder/Promoter/Developer the amount towards such tax / duty / charges / premium/ cess / surcharge, etc. as and when charged and demanded by the Builder/Promoter/Developer.

2.4. The Builder/Promoter/Developer at their sole discretion can appoint a management Company for providing the maintenance of the building/s and common amenities for a period of 5 (five)

Years from the date of the first Occupation Certificate. The said maintenance services shall be only towards the maintenance of common areas and amenities and general maintenance of garden, side margin spaces, club house, children play area, gymnasium, Temple and lifts. Provision of security services has to come from any authorized and good Security Agency. The charges for providing the above services has been mentioned below very clearly and these charges are collected before the possession of the flat/apartment is handed over to the Allottee/Purchaser/s. The maintenance charges are applicable and has to be paid from the date on the letter of the possession for fit-out in respect of the said flat/apartment to the Allotee/Purchaser/s. He /she/they is/are made well aware that he/she/they is/are liable to bear and pay the maintenance charges to the maintenance company or the Builder/Promoter/Developer from the above mentioned date on the letter of possession for fit out. For the aforesaid purpose as mentioned above the Allottee/Purchaser/s has/have agreed to pay before the possession of the said flat/apartment, **Rs.** _____ **(Rupees** _____**)** per year for 5 (five) years by way of 5 (five) cheques which means one cheque of the present date and four cheques for the next 4 (four) years. Each cheque will be the total of the twelve months of maintenance put together. And it is further subject to revision after 5 (five) years or in between on mutual consent of Association of Apartment and the service provider. The Post Dated Cheques or ECS for the said period towards maintenance charges shall be handed over by the Allotee/Purchaser/s to the Builder/Promoter/Developer at the time taking possession of the said flat/ apartment. The said Association of Apartment shall pay to the agency the above amount and get the maintenance as stated above for the said period utilizing the said received amounts as mentioned above. It is also understood and agreed that in an event the maintenance amount as stated above falls short for the maintenance of the project and it seems to be insufficient to keep the project in the best of its condition then the Governing body of the Association of Apartment shall take the decision to increase the maintenance amount and the same increased amount shall be binding on all the Allottee / Purchaser/s of the project and everyone shall adhere to this increase and pay the increased maintenance amount immediately without any delay to the Association of Apartment. It is further specifically agreed that the Allotee/Purchaser/s shall after 5 (five) years contribute and pay to the said maintenance company such sums as may be determined by the said Association of Apartment taking into consideration the inflation cost, the man power cost and the water and power tariff and other incidental cost, also the increase in the maintenance cost of the fixed assets

and goods like the transformer, the lifts, the generator, the battery backup to the lifts and such similar capital assets. The Allotee/Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, cess, or any other taxes, etc., if applicable as regards to the said maintenance service charges to be provided by the service provider through the Association of Apartment. It is specifically agreed and covenanted that the Allotee/Purchaser/s who will become the member of the ultimate organization by purchasing the flat/apartment, shall not raise any dispute as regards the maintenance to be carried out by the Apex body of the said Association of Apartment.

2.5 The Allotee/Purchaser/s shall further also deposit the cheque with the Builder/ Promoter/Developer before taking possession of the said flat/ apartment an amount of Rs. 50/- (Rupees Fifty only) per square feet of saleable area as per the size of the flat towards maintenance deposit corpus fund. The amount to be paid towards the maintenance deposit corpus fund by the Allottee/Purchaser/s is **Rs.** _____ **(Rupees** _____ _____**).** This cheque will be drawn in favor of the Builder/Promoter/Developer. The total deposits received from all the allotee/ purchaser/s together will be with the Owner /Promoter upto the period of 5 (five) years from the date of the final Occupation Certificate (last occupation certificate) and will be handed over to the Association of Apartment with 6% simple interest per annum added to the full amount and scrutinized by an approved Chartered Accountant. This complete corpus fund along with the interest amount together will be kept in secured fixed deposit with some nationalized bank with four Authorized Signatories from the apex body of the Association of Apartment and the interest that will be received from such fixed deposit will also be used towards the maintenance of the project and capital goods repairs. The said maintenance deposit/corpus shall be handed over with 6% interest per annum on the total corpus as mentioned above to the Association of Apartment of the allottee/ purchaser/s within 90 (ninety) days after receiving the letter from the apex body of the Association of Apartment but after 5 (five) years as mentioned above, the request letter should also have along the resolutions passed in the General body meeting to take over the amount from the Builder/ Promoter/Developer and deposit it in the specific bank where the account of the Association of Apartment has been opened. After receiving a written request only signed by the Apex body along with the resolution as mentioned above the Builder/Promoter/Developer within 90 (ninety) days from the date of this letter will hand over the entire amount collected against corpus funds along

with the interest as specified above by a single cheque to the Association of Apartment of the said project.

It is also understood that if the maintenance company is not able to carry out the maintenance of the project as per the set standards by the apex body, then the maintenance company shall be given a sufficient notice of 12 (twelve) months from the apex body of the Association of Apartment and the apex body can set out a new tender to look out for new maintenance company which shall be equal or better in giving services and shall have a proven track record of the same services provided.

It is specifically covenanted that the Allottee/ Purchaser/s has/have made himself/ herself/themselves well aware of the concept of maintenance through the maintenance company and the Builder/Promoter/Developer have given all necessary information thereto the Allottee/ Purchaser/s and having completely satisfied themselves about the post maintenance through such company only, the Allottee/ Purchaser/s has/have entered into these presents and further covenant not to raise any dispute thereto in future, including through the ultimate organization of the flat / apartment purchasers. It has been clearly made aware to the Allottee/Purchaser/s that the Builder/ Promoter/Developer will not look into the daily maintenance of the project including the services mentioned above and also the security of the project. They will appoint the agency for such services for maintenance of the project and security of the project and pay them directly for all such services rendered by the approved agency for the maintenance and the security of the project. The Builder/ Promoter/Developer will not be responsible for the daily maintenance such as garbage collection, cleaning of staircase and stilt, podium parking, maintenance of garden, club house, gym, multiple play areas, temple etc. The Builder/Promoter/Developer will also not be responsible for the day and night security of the project. This will be done by the appointed agency and any complaint towards such services has to be directly dealt by the Allottee/ Purchaser/s with the appointed agency only. No email, registered letter, telephone, SMS, whatsapp will be entertained by the Builder/Promoter/Developer after the agency to provide such services has been appointed. THIS IS A VERY IMPORTANT CLAUSE AND HAS BEEN UNDERSTOOD BY THE ALLOTTEE/ PURCHASER/S. The Builder/Promoter/Developer will only be responsible for any legitimate repairs outside the building or wing. The Builder/Promoter/Developer will also not be responsible for any internal maintenance of the said flat/apartment nor will the maintenance agency/company will be

responsible for any repair / replacement of anything inside the flat/apartment. It has been very clearly informed to the Allottee/Purchaser/s all the brands that are being used inside the flat/apartment and each product carries a self- warranty from the supplying company and this supplying company will be responsible towards the maintenance of their products under their warranty period which is minimum 5 (Five) years and maximum 7 (seven) years. A separate manual of these companies have been provided to the Allottee/Purchaser/s having every detail of the brands used, their website, their service center number, their distributor / dealer/ call center number etc. and the Allottee/Purchaser/s has to directly call the concerned company for the repair/ maintenance during this warranty period. The Builder/Promoter/Developer or their engineers from the Builder/Promoter/Developer company will not be liable for any such complaints coming to the office via email, letter, registered post, pertaining to the products provided by the company mentioned in the manual handed over.

2.6. The Total Lump-sum price / cost as mentioned above of the flat/apartment is escalation-free, save and except increases in any taxes as mentioned above which the Allottee / Purchaser/s hereby agrees to pay, due to increase on account of development tax payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Builder/Promoter/Developer undertakes and agrees that while raising a demand on the Allottee / Purchaser/s for increase in development tax/charges, cost/charges imposed by the competent authorities, the Builder/Promoter/Developer shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Allottee / Purchaser/s, which shall only be applicable on subsequent payments. The Builder/ Promoter/Developer may charge the Allottee / Purchaser/s separately for any up-gradation/ changes / additional work as specifically requested by the Allottee / Purchaser/s for changes in fittings, fixtures and specifications and any other facility inside the flat/apartment which will be been done by the contracting agency as mentioned above and the amount of such changes can be routed through the Builder/Promoter/Developer or paid directly to the contracting agency.

2.7. The Builder/Promoter/Developer herein on reaching aforesaid construction milestone/stage of the said wing shall intimate the progress of the wing in which the said flat/apartment is there and the amount payable as per the Agreement for Sale clause 2.3 stated herein above in writing / by digital E-mail / by SMS message / by WhatsApp message / by courier letter to the Allottee /

Purchaser/s and the Allottee / Purchaser/s shall make payment of such due amount to the Builder/Promoter/Developer within seven days from date of receiving such intimation. The Allottee/ Purchaser/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each instalment. The Allottee/Purchaser/s will also be intimated every fortnight i.e. on every 10th and 25th of every month the progress of the wing, project along with photographs and the progress chart on his/her/their email id, SMS on the specified given contact details, whatsapp on his/her/ their specified mobile number so that he/she/they is aware of the speed of the project and is also ready well in advance for the payments as mentioned in clause 2.3 herein above. The Allottee/Purchaser/s has been made to understand that the progress report is itself the only reminder for payment which has been agreed in the clause 2.3 above. No separate demand letter is required for receiving the payment from them. After every quarter on the 25th of March, 25th of June, 25th of September and 25th of December the Allottee/Purchaser/s will be sent the ledger statement of his/her/their flat/apartment and if there is any discrepancy in the ledger the same has to be immediately bought to the notice of the Builder/Promoter/Developer by visiting the Nashik Office and also by sending an email to the concerned relationship manager and the head or recovery department and also to the head of accounts department. The same should be done within 15 days of receiving the ledger or else it will be deemed to be correct and no further request of erroneous accounts or imprecise ledger posting or anything to do with the total receipt will be entertained after 15 days of the receipt of ledger by the Allottee/Purchaser/s. If there is no objection by the Allottee/Purchaser/s then the account ledger will be treated as correct and the Builder/Promoter/Developer shall move ahead with the same account ledger.

3. ADJUSTMENT/APPROPRIATION 0F PAYMENTS:

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

4. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Builder/Promoter/Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee / Purchaser/s shall be bound and liable to pay interest at 18% per annum with monthly rests, on all the amounts which become due and payable by the Allottee / Purchaser/s against the flat/apartment and as mentioned in clause 2.3 above, the interest as mentioned above will be calculated 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 Builder/Promoter/Developer under this Agreement, nor shall it be construed as condonation of delay by the Builder/Promoter/Developer. The amount of interest may or may not be informed to the Allottee / Purchaser/s from time to time and can be accounted every quarter in the ledger as mentioned herein above and final accounts can be settled on completion of the said project/ apartment, and the Allottee / Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said flat/apartment.

4.1 The Builder/Promoter/Developer shall confirm the final carpet area that has been allotted to the Allotee/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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Builder/Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Builder/Promoter/Developer shall refund the excess money paid by Allottee/ Purchaser/s within 45 (forty-five) days with annual interest at the rate specified herein above for delayed payment, from the date when such an excess amount was paid by the Allotee/Purchaser/s. If there is any increase in the carpet area allotted to Allotee/Purchaser/s, the Builder/Promoter/Developer shall demand additional amount from the Allotee/Purchaser/s in the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed and signed off by the Allottee / Purchaser/s during the booking and as per the quotation signed by him/her/them.

4.2 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/ purchaser shall make all payments, as per clause number 2.3 as mentioned herein above/ on demand by the Promoter, within the stipulated time as mentioned in

the Payment Plan through A/c payee cheque/demand draft or online payment in favor of 'Shweta Infrastructure & Housing (I) Pvt Ltd' payable at Nashik.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:

The Builder/Promoter/Developer 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 authorities, Nashik Municipal Corporation, Nashik, State Government and or Central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate. The Builder/Promoter/Developer shall before handing over possession of the said flat/apartment to the Allottee / Purchaser/s herein above shall obtain from the Nashik Municipal Corporation, Nashik, Occupation / Completion certificate in respect of the said flat/apartment/ wing/ building/ project as the case may be. The Builder/Promoter/Developer will always obtain occupation/ completion certificate in phases/ wing wise or building wise. This has been very clearly informed and explained to the Allottee / Purchaser/s and it has also been informed and explained that the Allottee / Purchaser/s has to pay his 100% payment on completion of his/her/their wing and he/she/they has been well explained that the project completion has many phases hence he/she/they cannot demand all phases completion for full payment or for taking possession. This is also a very indispensable clause which the Allottee / Purchaser/s has agreed and entered into this Agreement for Sale after understanding this clause very clearly.

Notwithstanding anything to the contrary contained herein, the Allottee / Purchaser/s shall not be entitled to claim possession of the said apartment until the completion certificate is received from the Nashik Municipal Corporation, Nashik and the Allottee / Purchaser/s has paid all dues payable under this agreement in respect of the said flat/apartment to the Builder/Promoter/Developer and has also paid all the necessary maintenance amount/deposit, Service Tax, VAT and other taxes payable under this agreement of the said flat/apartment.

The Allottee / Purchaser/s is /are satisfied about all the observations and performances of the Builder/Promoter/Developer which are observed / observing and performed / performing by the Builder/Promoter/Developer while developing the said project and making the constructions as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter.

The Builder/Promoter/Developer will comply all the conditions stipulated as above, however the Builder/Promoter/Developer shall not be responsible for any other conditions / observant which is/ are not stipulated as a term of condition while sanctioning the said plans and the Builder/Promoter/Developer shall not be further responsible for any or all conditions / stipulations which is / are not as per the prevailing rules, regulation and Act, laid down by the Authority, Nashik Municipal Corporation, Nashik, State or Central Government.

Time is essence for the Builder/Promoter/Developer as well as the Allottee/Purchaser/s. The Builder/Promoter/Developer shall abide by the time schedule for completing the project and handing over the flat/apartment to the Allottee/Purchaser/s and also the common areas as defined above to the Association of Apartment after receiving the occupancy certificate / completion certificate.

Similarly, the Allottee/ Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder/Promoter/Developer as provided in **clause 2.3** herein above. ("**Payment Plan**").

Howsoever for the purpose of defect liability on towards the Builder/Promoter/Developer, the date shall be calculated from the date of the letter / email that has been sent to the Allottee / Purchaser/s that the flat/apartment is ready for fit out and interior works. The said liability shall be those responsibilities which are not covered under maintenance of the said flat/apartment / building/ phase/wing as stated in the said agreement. That further it has been agreed by the Allottee / Purchaser/s that any damage or change done within the flat/apartment sold or in the building/ phase/ wing done by him/ her/ them or by any third person on and behalf of the Allottee / Purchaser/s then the Allottee / Purchaser/s expressly absolves the Builder/Promoter/Developer from the same liability and specifically consents that on such act done, he/she/they shall waive his right to enforce the defect liability on and towards the Builder/Promoter/Developer.

6. DISCLOSURE AS TO FLOOR SPACE INDEX:

The Builder/Promoter/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 30361.75 square meters. The Builder/Promoter/Developer has planned to utilize maximum Floor Space Index anywhere between 30,000.00 square meter to 31,000.00 square meter plus the balcony area, double height terrace area, passages, lobby, stilt parking, parking along the compound wall, common amenities like club house, gymnasium etc., otta to the ground floor shops etc. will be added to the above area. The Builder/Promoter/ Developer shall utilize the above Floor Space Index by utilizing the basic available FSI on the land which is 1.1 of the land area plus the available FSI for handing over the road free of cost to Nashik Municipal Corporation, Nashik and also availing of floating TDR and also by purchasing premium FSI available on payment of premiums to Nashik Municipal Corporation, Nashik or also utilizing FSI available as incentive FSI by implementing of various scheme as mentioned in the Development Control Regulation act in the bye-laws of Nashik Municipal Corporation. The Builder/Promoter/ Developer may also utilize any increased FSI which may be available in future on modification to Development Control Regulations act, or change in bye-laws of Nashik Municipal Corporation as changed and approved from time to time which will be applicable to the said Project and before full completion/ occupation certificate of the project. The Builder/Promoter/Developer has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project in the IOD plan annexed herewith as **Annexure – V** and Allottee / Purchaser/s has agreed to purchase the said flat/apartment understanding the present construction going on the said land and the proposed construction and sale of flats/ apartments to be carried out by the Builder/Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder/Promoter/Developer only.

It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/Purchaser/s and the floor space index (FSI) available & utilized till date is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI/FAR/TDR or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Builder/Promoter/Developer shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other **FSI**/ **PREMIUM FSI/ FSI FOR ROAD, AMENITIES SPACE ETC /TDR** (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land or any other land. The Allottee/Purchaser/s herein by executing these present Agreement for Sale has/have given his/her/their irrevocable consent for the aforesaid purposes and no separate consent will be required in this regard.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :

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

8. SPECIFICATIONS AND AMENITIES:

The Specifications and amenities of the flat/apartment to be provided by the Builder/Promoter/Developer in the said project, in the said flat/apartment are those that are set out in **Schedule III** herein below. Also the Common amenities for the said project on the said land are set out in the **Schedule IV** herein below. As the project is multi storied high rise buildings/wings and considering to maintain the stability of the buildings/wings and internal structures, the allottee/ Purchaser/s are being specifically informed that the consultants of the project have not allowed any internal changes. As per the policy of the company of Builder/Promoter/Developer there shall be no customization permitted inside the said flat/apartment. Changes such as civil, electrical, plumbing etc. are not permitted and shall not be allowed.

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

9.2 The Builder/Promoter/Developer accepts no responsibility as per clause no 9.1 and the matter mentioned therein. The Allottee / Purchaser/s shall keep the Builder/Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser/s to intimate the same in writing to the Builder/ Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Builder/Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee / Purchaser/s and such third party shall not have any right in the application/allotment of the said flat/ apartment applied for herein in any way and the Builder/Promoter/Developer shall be issuing the payment receipts in favour of the Allottee / Purchaser/s only.

10. POSSESSION OF THE FLAT/APARTMENT:

10.1. **Schedule for possession of the said flat/apartment**: - The Builder/Promoter/Developer agrees and understands that timely delivery of possession of the flat/apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the

Builder/Promoter/Developer and taxes thereon are paid by the Allottee/ Purchaser/s in respect of the said flat/apartment, in terms of these presents. The Builder/Promoter/Developer, based on the approved plans and specifications, assures to hand over possession of the said flat/ Apartment on 31/12/2021**.**

Provided that the Builder/Promoter/Developer shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/s and the Builder/Promoter/Developer for giving possession of the flat/apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the flat/apartment is to be situated is delayed on account of force majeure as mentioned below.

(i) The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause No. 2.3 written herein above.

(ii) Non-availability of steel, cement, natural sand, small stones (khadi) or any other building materials, water or electric supply.

(iii) War, civil commotion or act of God.

(iv) Any notice, order, rules or notification of the Government and/or public or competent authority.

(v) Any permission or sanction from the concerned authorities being delayed in spite the same being followed up by the Builder/Promoter/Developer.

(vi) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies in spite of the same being followed up by the Builder/Promoter/Developer as the said project contains modern amenities and facilities.

(vii) Any litigation or any order of any Court or judicial forum.

The Builder/Promoter/Developer herein will complete the construction of the said Flat/ Apartment on or before 31/12/2021. After completion of construction in respect of the said Flat/ Apartment the Builder/Promoter/Developer herein will inform in writing by email / courier / whatsapp to the Allottee/Purchaser/s that the said Flat/ Apartment is ready and on receipt of such letter the Allottee/Purchaser/s herein shall inspect the said flat/ apartment and get himself/herself/themselves satisfied according to the terms and conditions of this agreement. After the Allottee/Purchaser/s is/are satisfied

herself/himself/ themselves as aforesaid, at his/ her/their request the Builder/ Promoter/Developers herein shall give the possession of the said flat/apartment to the Allottee/Purchaser/s on payment of all dues payable by the Allottee/Purchaser/s, along with 5 post-dated Cheques/ ECS for yearly maintenance from the following month of such letter given to Allottee/Purchaser/s that the flat/apartment is ready and conditionally the Allottee/Purchaser/s herein has/have not committed any default in payment of consideration in installment on due date to the Builder/Promoter/Developer in pursuance of these presents. If the Builder/Promoter/Developer fails to deliver the possession within prescribed period as described hereinbefore, the allottee/purchaser/s will be entitled for the amount of compensation as stated herein above similar to the delayed payment for the amounts paid towards flat/apartment till the delivery of the possession.

It is further agreed between the parties hereto that, after receiving the possession of the said flat/apartment by the Allottee/Purchaser/s in pursuance of this clause, the Allottee/Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Builder/Promoter/Developer herein. It is further agreed between the parties thereto that on receipt of possession of the said flat/ apartment by the Allottee/Purchaser/s in pursuance of these presents, it shall be presumed that Allottee/ Purchaser herein has/have accepted the said flat/apartment on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head for any amenities as promised not provided inside the flat/apartment nor against any workmanship default as he/she/they have inspected every detail as mentioned in this Agreement for Sale and only after being fully satisfied have taken the possession of the said flat/apartment.

The Builder/Promoter/Developer shall obtain the Completion Certificate from the Nashik Municipal Corporation, Nashik within reasonable time from the date of handing over of the possession for fit-out if the allottee/purchaser/s has demanded the same before receiving the completion/ occupancy certificate. Only after receipt of the

Completion / Occupancy Certificate the Allottee/Purchaser/s shall be entitled to use and occupy the said flat/apartment for its intent of residing/residential purpose.

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

10.2 That the Allottee / Purchaser/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy/ completion certificate from the competent authority possession of the said flat/apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his flat/apartment and he can cohabit in the said flat / apartment. However if the Builder/Promoter/Developer is not allowed by the Allottee / Purchaser/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Builder/Promoter/Developer.

10.3 Failure of Allottee/Purchaser/s to take Possession of flat/apartment - Upon receiving a written intimation from the Promoter as per the clause mentioned herein above, the Allottee/ Purchaser/s shall take possession of the flat/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 flat/apartment to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided and mentioned herein above, in such an event, the Allottee/Purchaser/s shall be liable to pay maintenance charges as applicable and interest on the remaining balance payment @ 24% per annum. The rate of 24% per annum

on the balance payment is applicable only after completion / occupancy certificate is received by the Builder/Promoter/Developer and the flat / apartment is complete for occupation / residing. In the case of the allottee / purchaser/s not able to clear the balance payment within 3 (three) months of receiving the completion / occupancy certificate and the notice / intimation for the same has been sent three times within three months then the Builder/Promoter/Developer is at liberty to cancel the said flat / apartment and return the received amounts against the flat without any interest within 9 (nine) months of such cancellation or the sale of the flat / apartment which ever happens early. The Allottee/ Purchaser/s has been very clearly informed that if the above situation happens where the Builder/Promoter/Developer has to cancel the flat/apartment then there will be a cancellation charge applicable of Rs. 2,00,000/- (Rupees Two lakhs only) towards cancellation penalty.

The Allottee/Purchaser/s shall use the flat/apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of parking his/her/their own vehicle only.

10.4 The Allottee/Purchaser/s alone along with family and relatives shall use the said flat/apartment or any part thereof or permit the same to be used for residential purpose only as shown in the sanctioned plan. Any Occupier/s of any flat/apartment in the building/s shall not use the same for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, company guest house, guest house, Bachelors accommodation for students, rentals on cot basis, Lodging, Boarding, tuition classes, tutorials, beauty parlor, crèach, baby sitting, doctors clinics, professionals office, or any other commercial activity or for any illegal or immoral purpose. Any act of the above mentioned activities will lead to serious consequences and the apex body of the Association of Apartment managing the project **"SAMRAAT GOKULDHAM"** will take immediate steps in any legal way to put an end to this kind of use. And a Penalty of **Rs. 50,000/- (Rupees Fifty Thousand Only)** per month will be imposed until such activity is stopped.

The Allottee/ Purchaser/s shall use their allotted parking space/s (if any allotted to them) only for the purpose for parking the Allottee/Purchaser/s owned personal two / light four wheeler vehicle but the Allottee/Purchaser/s is /are not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, mini bus, matador, bull dozers, buses, tractors, etc. and further

that the Allottee/Purchaser/s shall not be entitled to park his/her/their any two/ four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking of two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Builder/Promoter/Developer till handing over the administration to the Association of Apartment and thereafter from the apex managing committee of such Association of Apartment. The Builder/Promoter/Developer shall not be held responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any flat/apartment in the project after the said project has been handed over to such Allottee/Purchaser/s or the Association of Apartment by the Builder/Promoter/Developer. It is very clearly understood by the allottee/ purchaser that allotted parking in this agreement is the only parking he/she/they are allowed to use for their personal parking only.

10.5 That the Allottee / Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the Builder/Promoter/Developer up and until the conveyance of the said building/phase/ Wing and the said land thereunder.

10.6 Except for occurrence of the events stating herein above, if the Builder/ Promoter/Developer fails to complete or is unable to give possession of the flat/apartment
(i) in accordance with the terms of this Agreement duly completed by the date specified herein; or
(ii) due to discontinuance of his business as a Builder/Promoter/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Builder/Promoter/Developer shall be liable, on demand to the Allottee / Purchaser/s, in case the Allottee / Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat/apartment without any interest within 180 days after receiving the application in writing requesting for withdrawal by the Allottee/ Purchaser/s.

11. TERMINATION OF AGREEMENT:

11.1 Without prejudice to the right of Builder/Promoter/Developer to charge interest as per the terms mentioned herein above, on the Allottee/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/s to the Builder/Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local

authority and other outgoings) and on the Allottee/Purchaser/s committing three defaults of payment of installments (three defaults means even if one single installment is not paid for three consecutive months), the Builder/Promoter/Developer will send three reminders for consecutive three months and on still not receiving the payment with interest as applicable written herein above, the Builder/Promoter/Developer shall at his own option terminate this Agreement and refund the payment received after deducting 10% cost of the flat/apartment as termination amount and return the balance amount within 6 (Six) Months of such termination. The date of termination will be calculated from the date of termination notice send. This clause has been very specifically and categorically discussed with the allottee / purchaser/s before the registration of this document and it has been agreed by the allottee / purchaser/s for the implementation of this clause without any hindrance.

Provided that, Builder/Promoter/Developer shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD at the address provided by the Allottee/Purchaser/s and mail at the e-mail address provided by the Allottee/Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement for Sale.

Provided further that upon termination of this Agreement for Sale as aforesaid, the Builder/Promoter/Developer shall refund to the Allottee/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder/Promoter/Developer) within a period of 180 (one hundred eighty) days of the termination, the installments of sale consideration of the flat/apartment which may till then have been paid by the Allottee/Purchaser/s to the Builder/Promoter/Developer after deducting the agreed amount as mentioned herein above.

It is also agreed by and between the parties hereto that upon the termination of this agreement, and after deducting 10% amount of the total consideration as the earnest money, which the Builder/Promoter/Developer herein is entitled to forfeit the same, the Builder/Promoter/Developer shall refund to the Allottee/Purchaser/s the installments or payments which the Allottee/

Purchaser/s might have paid to the Builder/Promoter/Developer till that point of time but without any interest, the aforesaid amount shall be paid by the Builder/Promoter/Developer to the Allottee/Purchaser/s by cheque within 180 days, or a post- dated cheque of 180 days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Builder/Promoter/Developer shall on day one of notice, be entitled to resale the said flat/apartment and/or dispose off or otherwise alienate the same in any of the manner as the Builder/Promoter/Developer herein in its sole discretion as it thinks fit. In case the Allottee/Purchaser/s has/have taken/availed any housing loan from any financial institution or bank then in case of such termination/cancellation of the said flat/apartment by the Builder/ Promoter/Developer, no consent from such financial institution or bank shall be required, and in such an eventuality the said loan amount which has been disbursed by the said financial institution/bank to the Builder/Promoter/Developer, the same amount along with interest shall be paid by the Builder/Promoter/Developer to the said financial institution / bank directly.

11.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat/apartment between the Builder/Promoter/Developer and Allottee / Purchaser/s herein terminated as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Builder/Promoter/Developer and Allottee / Purchaser/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the flat/Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Builder/Promoter/ Developer any structural defect in the apartment/flat or the building in which the apartment/flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder/Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Builder/Promoter/Developer, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment/ flat of phase / wing in specific the structure or the said flat/apartment /wing/ phase of the said building which shall include but

no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in the bathroom, toilet & kitchen, which may result in seepage of the water. If any such works carried out without the written consent of Builder/Promoter/Developer the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Builder/Promoter/Developer and shall not mean defect/s caused by normal wear and tear, negligent use of apartment/flat by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that the regular wear and tear of the flat/ apartment/ Building / Wing includes minor hair line cracks on the external and internal wall excluding the R.C.C. structure and which also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.

Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, Switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be in sustainable and in proper working condition. It is the responsibility of the allottee/ purchaser/s to continue warranty on the products/ equipment used inside the flat/apartment by renewing the annual maintenance contract at his cost and it is the responsibility of the apex body of Association of Apartment to keep on renewing the annual maintenance contract of the products/ machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the Builder/Promoter/Developer automatically becomes void.

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

Further where the manufacturer warranty as shown by the Builder/Promoter/Developer to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said flat/ apartment /building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s/Purchaser/s the Builder/Promoter/Developer shall not be responsible for any defects occurring due to the same.

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

13. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-

13.1 Considering the Builder/Promoter/Developer herein is carrying on the construction/ development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be only one Association of Apartment of Allottee / Purchaser/s which may be formed by prevailing local laws as may be applicable to the said project, which the Builder/Promoter/Developer has conveyed to the allottee/ purchaser/s and feels that this is suitable for the flat/apartment holders in the said project which is under construction on the said land.

13.2 The Allottee/Purchaser/s along with other allottee / Purchaser/s of apartments/flats in the building shall join in forming and registering the Association of Apartment to be known by **"SAMRAAT GOKULDHAM"** Association of Apartment and for this purpose the allottee/purchaser/s from time to time will sign and execute the required application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment and for becoming a member, including the byelaws of the proposed Association of Apartment and will duly fill in, sign and return to the Builder/Promoter/ Developer within seven days of the same being forwarded by the Builder/Promoter/Developer to

the Allottee/ Purchaser/s, so as to enable the Builder/Promoter/Developer to register the Association of Apartment of Allottee/ Purchaser/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Builder/Promoter/Developer for registering the Association of Apartment, the Builder/Promoter/Developer shall not be liable for any delay in the formation of the Association of Apartment, as the case may be and if the allottee/ Purchaser/s neglects or any of the Allottee/Purchaser/s continues to neglect for a period of (4) four months, then the Builder/Promoter/Developer shall be relieved of their obligation to make him/them the member of the Association of Apartment or forming the association of Apartment if the minimum numbers required are not there. If the minimum members required to form the Association of Apartment is there then the same shall be formed by all the other flat/apartment holders to have signed and given the necessary documents. No objection shall be taken by the Allottee/ Purchaser/s if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Association of Apartment.

13.3 The Builder/Promoter/Developer shall, within 6 (Six) months of completion / occupation certificate received for the last phase as mentioned in Table 1 herein above, as aforesaid, cause to be transferred to the Association of Apartment, all the right, title and the interest of the Vendor/ Lessor/Original Builder/Promoter/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed, failing/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Builder/Promoter/Developer by the allottee/purchaser/s the Builder/Promoter/Developer shall not be liable for any delay for the transfer of all the rights and interest in favor of Association of Apartment, as the case may be and if the defaulter neglects or any of the Allottee/Purchaser/s continues for a period of (4) four months, then the Builder/Promoter/Developer shall be relieved of their aforesaid obligation, which shall thereafter be responsibility of tenement holders.

14. CONVEYANCE/DEED OF THE SAID FLAT/APARTMENT:- The Builder/Promoter/ Developer, on receipt of complete amount of the Price / cost agreed herein above along with all other receivables against the said Flat/ Apartment under this Agreement from the Allottee / Purchaser/s, shall execute a conveyance deed / Apartment deed and convey the title of the said flat/apartment not later than 6 (six) months from the date of receiving the last completion/ occupancy certificate of the last phase of the entire project from the Nashik Municipal Corporation

along with proportionate indivisible share in the Common Areas to the Association of Apartment, which will be formed and all the right, title and interest of the Builder/Promoter/Developer/original owner in the aliquot part of the said land i.e. said project referred in **Schedule-I**, it is agreed to by and between the parties hereto within 6 (six) months from the issuance of the completion / occupancy certificate. **THIS CONVEYANCE/ DEED OF APARTMENT WILL ONLY BE FOR THE BUILDING IN WHICH THE SAID FLAT/APARTMENT IS LOCATED ALONG WITH THE LAND BELOW THE PLINTH OF THIS BUILDING/WING ONLY.** However, in case the Allottee/ Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee / Purchaser/s authorizes the Builder/Promoter/Developer to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues stamp duty and registration charges to the Builder/Promoter/Developer is made by the Allottee/ Purchaser/s. It is also clearly conveyed to the allottee/ purchaser/s that the conveyance of the completed project land along with all amenities/ apparatus/ rights and title will be transferred only after 6 (Six) months of the completion/ occupation certificate received of the last phase / the last date of completion as mentioned in Table 1 herein above.

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

15.1 The Allottee/Purchaser/s herein are well aware that, the Central Government has imposed Goods and Service Tax (GST) on the agreed consideration of the transaction value for the sale of the flat/apartment and the Allottee/Purchaser/s agrees to pay the applicable GST on the day of each payment over and above the agreed Lump-Sum price/cost of the flat/apartment to the Builder/Promoter/Developer, as per the aforesaid act, it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee / Purchaser/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this transaction, to the Builder/Promoter/Developer herein and enable the Builder/Promoter/Developer to deposit/pay the same to the Central Government / State Government.

15.2 It is also agreed that if the Local authority, the state government or the central government implies any other form of tax which is connected in any way to this agreement under respective statute by the central and state government respectively and further at any time before or after

execution of this agreement by adding or increasing additional taxes/duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/role/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said flat/apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee / Purchaser/s. The Allottee/ Purchaser/s hereby, always indemnifies the Builder/Promoter/Developer from all such levies, taxes, cost and consequences.

15.3 Provided that the Builder/Promoter/Developer shall provide to the Allottee / Purchaser/s the details of such taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

15.4 Within 15 (fifteen) days after notice in writing is given by the Builder/Promoter/Developer to the Allottee/ Purchaser/s that the flat/ Apartment is ready for use and occupancy, the Allottee / Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the flat/ apartment) all outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment is formed and the said structure of the building/s or wings is transferred to the Association of Apartment, the Allottee / Purchaser/s shall pay to the Builder/Promoter/Developer such proportionate share of outgoings as may be determined and demanded by the Builder/Promoter/Developer. The Allottee / Purchaser/s further agrees that till the Allottee / Purchaser/s share is so determined the Allottee / Purchaser/s shall pay to the Builder/Promoter/Developer provisional yearly contribution of **Rs.** _____ per year towards the outgoings expenses as mentioned herein above. The first cheque for the first year has to be cleared before taking the possession of the said flat/apartment by the Allottee/Purchaser/s.

The amounts so paid by the Allottee / Purchaser/s to the Builder/Promoter/Developer shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above. The Builder/Promoter/Developer will do the same until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the Association of Apartment as aforesaid.

On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits collected @ Rs 50/- per square feet for corpus fund (less deduction provided for in this Agreement) shall be paid over by the Builder/Promoter/Developer to the Association of Apartment, as already mentioned herein above.

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

15.6 That the Allottee / Purchaser/s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority or there is likely to be low water supply from the local authority, then it is clearly understood by the Allottee / Purchaser/s that he/she/them have to pay for the water charges either bought in by tanker or any other form once the flat/apartment is handed over as per the conditions mentioned herein above. The proportionate share of the expenses borne for getting water through water tankers will be divided between the residents of the flat/apartments of all the sold flats/ apartments and the same has to be promptly paid to the Association of Apartment after it is made. It will be the responsibility of the Association of Apartment to bring in water for use of the residents by way of tanker and pay directly from their outgoing expenses whether the project is handed over by way of conveyance to the Association of Apartment or not as mentioned herein above.

It is also made aware to the Allottee/Purchaser/s that if there is no water supply pipeline from the Nashik Municipal Corporation within 100 meter range of the said project then the Builder/Promoter/Developer will make application to the Nashik Municipal Corporation and their competent authority to supply water by the common pipeline till the compound wall or if such

water line is available until 50 meter from the periphery of the said project then the Builder/ Promoter/Developer will get in the water by putting the pipeline at his own cost upto 50 meter but beyond 50 meter the Builder/Promoter/Developer has to wait and pursue the Nashik Municipal Corporation to get the water line upto the said project as the Builder/Promoter/Developer has paid the entire development charges, water charges for the said project and it is a responsibility of the Nashik Municipal corporation to provide drinking water supply line and drainage line upto the said project. In such case the Allottee/ Purchaser/s is also made aware that in the eventuality of water supply line not being there water will be bought in by tankers and the Allottee/purchaser/s will have to bear the charges till the Nashik Municipal Corporation provides such water by common water pipe line connections.

16. DEPOSITS BY ALLOTTEE / PURCHASER/S WITH THE BUILDER/ PROMOTER/ DEVELOPER:-

The Allottee / Purchaser/s shall on or before delivery of possession of the said flat / apartment shall pay the Builder/Promoter/Developer, the following amounts:-

(i) Rs. 2,000/- for share money, application entrance fee of the Association of Apartment.

(ii) Rs. 8,000/- for formation and registration of the Association of Apartment.

(iii) Rs. 40,000/- for Deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.

17. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/ PROMOTER/ DEVELOPER:

The Builder/Promoter/Developer hereby represents and warrants to the Allottee / Purchaser/s as follows:

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

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

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

d) There are no litigations pending before any Court of law with respect to the project land or Project;

e) All drawings, sale plans, other drawings are as given to the Builder/Promoter/Developer by the appointed Architect, Structural Consultants, other consultants, the Builder/Promoter/Developer has thus disclosed the same to the Allottee / Purchaser/s and the Allottee / Purchaser/s is aware that professional liability have been undertaken by them individually along with the Builder/Promoter/Developer which shall prevail on these consultants individually or cumulatively along with the Builder/Promoter/Developer if there is any loss/ harm that is caused to the Allottee/ Purchaser/s based on these said details.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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 Builder/Promoter/Developer 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;

g) The Builder/Promoter/Developer 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 / Purchaser/s created herein, may prejudicially be affected;

h) The Builder/Promoter/Developer 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 flat/apartment which will, in any manner, affect the rights of Allottee / Purchaser/s under this Agreement;

i) The Builder/Promoter/Developer confirms that the Builder/Promoter/Developer is not restricted in any manner whatsoever from selling the said flat/apartment to the Allottee / Purchaser/s in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of Allottee / Purchaser/s the Builder/Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee / Purchaser/s;

k) The Builder/Promoter/Developer 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 until the Occupancy / Completion Certificate received from the Nashik Municipal Corporation, Nashik and conveyance of land and building is passed on to the Association of Apartment;

l) 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 Builder/Promoter/Developer in respect of the project land and/or the Project except those disclosed in the title report.

18. COVENANTS AS TO USE OF SAID FLAT/APARTMENT:- The Allottee / Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands the flat/apartment may come, hereby covenants with the Builder/Promoter/Developer as follows for the said flat/apartment and also the said project in which the said flat/apartment is situated.

a) To maintain the flat/apartment at the Allottee / Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the flat/ apartment is taken and shall not do or suffer to be done anything in or to the building in which the flat/ apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the flat/ apartment is situated and the flat/ apartment itself or any part thereof without the consent of the local authorities, as required.

b) Not to store in the flat/ 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 flat/ apartment is situated or storing of such goods which are objected (not allowed) by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, lifts (elevators) or any other structure of the building in which the flat/ apartment is situated, including entrances of the building in which the flat/ apartment is situated and in case any damage is caused to the building in which the flat/ apartment is situated or the flat/ apartment on account of negligence or default of the Allottee / Purchaser/s in this behalf, the Allottee / Purchaser/s shall be liable for the consequences of such breach.

c) To carry out at his own cost all internal repairs to the said flat/ apartment and maintain the flat/ apartment in the same condition, state and order in which it was delivered by the Builder/Promoter/Developer to the Allottee / Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat/ apartment is situated or the flat/ apartment which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser/s committing any act in contravention of the above provision, the Allottee/ Purchaser/s shall be responsible and liable for the consequences thereof the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the flat/ 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 flat/ apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat / apartment is situated and shall keep the portion, sewers, drains and pipes in the flat/ 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 flat/ apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of red brick / light weight cement blocks / hollow cement concrete blocks, slabs or RCC, RCC Pardi or other structural members in the flat / apartment without the prior written permission of the Builder/Promoter/Developer, the architect for the project, the RCC consultant for the project and/or the Association of Apartment.

e) 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 flat/ apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

g) Pay to the Builder/Promoter/Developer within fifteen days of demand by the Builder/Promoter/Developer, 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 flat/ apartment is situated.

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

on account of change of user of the flat/ apartment by the Allottee / Purchaser/s for any purposes other than for purpose for which it is sold.

i) The Allottee / Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat/ apartment until all the dues payable by the Allottee / Purchaser/s to the Builder/Promoter/Developer under this Agreement are fully paid up and until the conveyance of the said flat/apartment is done in the name of the allottee/ purchaser/s. It has also been clearly discussed and informed to the Allottee/Purchaser/s that he/she/they cannot break the units into two parts or their multiple (i.e. he/she/they cannot buy a 3BHK and then part sell 1 bed room along with attach toilet and try to create a separate entry for that). The flat/apartment has been sold as a single unit/entity and cannot be sub broken ever in its lifetime. Also it has been very clearly informed to the allottee/purchaser/s that they cannot buy two units side by side and attached both the units to make it a single unit. It is very clearly informed to the allottee/purchaser that the scheme Samraat Gokuldham is a project where only one unit can be sold/allotted to one family. The allottee/purchaser/s has understood the same and indemnifies the same by signing this document.

j) The Allottee / Purchaser/s shall observe and perform all the rules and regulations which the Association of 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 and the flats/ apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment regarding the occupancy and use of the flat/ apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which flat/ apartment is situated is executed in favour of Association of Apartment, the Allottee / Purchaser/s shall permit the Builder/ Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said flat / apartment, wing, building/s and the said project or any part thereof to view and examine the state and condition thereof.

l) That the Allottee / Purchaser/s shall indemnify and keep indemnifying the Builder/ Promoter/Developer towards against any actions, proceedings, cost, claims and demands in respect

of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee / Purchaser/s.

m) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Builder/Promoter/Developer and the Allottee/ Purchaser/s and the same shall be paid by the allottee/purchaser/s as agreed mutually.

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

o) That the parking spaces sold to the Allottee / Purchaser/s shall be used only for the purposes of parking of his/her/their own vehicles of private use and no commercial vehicles like bus, truck, mini-van, small pick-up vans etc. is allowed to be parked. It is also informed that the said space is designed and made for use of parking a car, four wheeler like car and similar vehicles & vehicle of not more than five tonnes and not more than 2.20 meters height. That this has been clearly made aware to the Allottee / Purchaser/s and the same has been agreed by the Allottee / Purchaser/s.

Both the parties hereby agreed for the following covenants -

(I) SPECIFIC COVENANTS:

a) The Allottee/Purchaser herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said flat / apartment during the course of construction with prior permission of the Builder/Promoter/Developer and on a pre-appointed time and date only and will follow all the safety norms describe on site by the Builder/Promoter/Developer or their contractors.

b) The Allottee/Purchaser shall not be entitled to carry out any modification or changes in the said flat / apartment during or after the construction of the said flat / apartment without the prior written permission and consent of the Builder/Promoter/Developer, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Builder/Promoter/Developer and their approval in writing only.

c) There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allotte/Purchaser/s in the manner as stated in

this agreement or the pipe line will be in the duct or pipeline on the parapet wall of attached terrace or top terrace which is accessible through the flat/ apartment and the Allottee/Purchaser/s after taking possession thereof shall permit the Builder/Promoter/Developer and or their nominees or the maintenance agency to access the same for repairs and maintenance through their flat/apartment and/ or on their parking (if any allotted) for the same the Allottee/Purchaser/s shall temporary remove his/her/their vehicles from the car parking to carry on the maintenance works and repairs.

d) The Allottee/Purchaser/s herein admits and agrees to always admit that the Builder/Promoter/Developer is always ready and willing on all payment payable by the Allottee/Purchaser/s under this agreement to the Builder/Promoter/Developer and to execute the conveyance in respect of the said flat / apartment on completion of construction thereof, to grant possession of such flat / apartment. The grant of completion/occupancy certificate by the concerned authority, in respect of the said flat / apartment shall be conclusive proof as to completion of construction of the said flat / apartment.

e) If at any time, after execution of this agreement, any additional tax/duty/ charges/ premium/ cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land of the said project or the said flat / apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Allottee/Purchaser/s hereby, always indemnifies the Builder/Promoter/Developer from all such levies cost and consequences.

f) After the Builder/Promoter/Developer obtaining the completion/ occupancy certificate in respect of the said project / said wing where the flat/ apartment is situated, the Builder/ Promoter/Developer shall also execute such other document as required such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, Deed of Apartment, Transfer Deed etc., which ever may be required to be given to the allottee/ purchaser/s or whatever the Builder/Promoter/Developer feels suitable by the law. The charges payable towards the same if any applicable will always be borne by the Allottee/purchaser/s.

g) The Allottee/Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of flat / apartment to whomsoever the Builder/Promoter/Developer may deem fit and also against allotment of any exclusive right to use garage, Parking Spaces, terrace/s, garden space/s,

space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. also on ground of health hazards without any official proof towards it and that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser is/are by executing these present document and has/have given his/her/their irrevocable consent and for this reason a separate consent for the same will not be required.

h) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said flat / apartment. The Allottee/Purchaser/s shall have no claim save and except in respect of the said flat / apartment hereby agreed to be sold to him/her/them and all common gardens, side margin spaces, club house, children play area, gymnasium, Temple etc. will remain the property of the Builder/Promoter/Developer until the said land and building is Conveyed to the Association of Apartment as mentioned here in above and thereafter all the common amenities herein above will be the common property of the Association of Apartment and will be governed and maintained under the apex body of the Association of Apartment.

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

j) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the flat/ apartment in the building/wing / Project. All the power, authorities and right of all the unsold flat/apartment in the entire said project and any additional addition, if any, to the project herein shall always be with the Owners/Promoter's only and the Builder/Promoter/Developer will always have over all right to dispose off all the unsold flat/ Apartment and allotment of exclusive rights to use and sell un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Builder/Promoter/Developer will alone have the entire right to collect all the consideration from such disposed flat/ apartment, parking space, terrace,

etc. The Builder/Promoter/Developer will also have the singular right to collect amount from the sold flats/apartments before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/Purchaser/s or any other tenement holder in the building or members of the apex body / ad-hoc committee or Association of Apartment or the maintenance company as the case may be will not have any right on the above nor shall they have any right to demand any amount from the Builder/Promoter/Developer herein in respect of the unsold flat / apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

k) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Builder/Promoter/Developer shall have all the rights under this agreement and other agreements in respect of the other flat/ apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the flat/ apartment in the building /wing is received by the Builder/Promoter/Developer.

l) The Builder/Promoter/Developer herein have not undertaken any responsibility nor have they agreed anything with the Allottee/Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Builder/Promoter/Developer, other than the terms and conditions expressly provided under this agreement.

m) If any space open to sky adjacent to the flat/ apartment approved as adjacent terrace or attached terrace on any floor or top terrace above any flat/ apartment, has/have been allotted by the Builder/Promoter/Developer to the Allottee/Purchaser/s of any flat/ apartment in the wing/ building/s, such respective allottee/purchaser/s and occupier of such flat/ apartment shall enjoy using the same as his personal attached garden, varandah or attached terrace etc. but is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, verandah etc., or to use any part of the terrace or parapet wall as the part of the flower bed or water body etc. if the allottee / purchaser/s or Occupier of flat/ apartment holders in the wing/ building/s commit breach of this condition, the Builder/Promoter/Developer herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/ purchaser/s or occupier and recover the cost of removal from such allottee/ purchaser/s or occupier. In light of this condition, the Allottee/Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any

premises being allotted as an exclusive right to use in the attached terrace, verandah, open space, attached gardens, parking space etc. along with the said flat/ apartment, if any.

n) The Allotee/Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board. And which includes operation of the sewerage treatment plant / Water treatment plant, rain water harvesting, etc as may be applicable and if provided. The Allottee/Purchaser/s hereby gives his/her//their consent and no objection to the Builder/Promoter/Developer and later to the Association of Apartment / the maintenance company to operate and run facilities such as sewerage treatment plant/ water filtration plant, rain water harvesting, as may be applicable and if provided etc. as per the rules and regulations imposed by the concerned authorities.

o) The Allottee/Purchaser/s is aware that some or all of the attached terraces/balcony/dry balconies of certain floors/all floors are partially covered or directly exposed to sky.

p) In case after the possession of the said flat/ apartment is handed over to the Allottee/Purchaser/s and the Allottee/Purchaser/s wants to let out or rent or lease or give on leave and license basis the said flat/ apartment, then in such an event, the Allottee/Purchaser/s shall inform in writing to the Builder/Promoter/Developer or the Apex body of the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. from the Builder/Promoter/Developer and subsequently the apex body of the Association of Apartment and only after receiving the N.O.C. the allottee/Purchaser/s can rent out, lease etc the flat/ apartment. The allottee/Purchaser/s and the Licensee of the Leave and license/ occupier of the flat/apartment who has taken on rent, have to compulsory adhere by the terms and conditions as mentioned in the N.O.C. and comply with them.

q) **"SAMRAAT GOKULDHAM"** project is a large project with a lot of amenities and facilities. The possession of the flat/ apartment in the project will be delivered to the respective allottee/ purchaser/s after completion of the construction of the flat/apartment/wing/building and its construction in all respect and after receiving the completion / occupancy certificate from the Nashik Municipal Corporation. Further it is clearly informed to the Allottee/Purchaser/s that the common facilities of the project are complete as mentioned in phase III in Table 1 herein above and will be handed over to the apex body of the Association of Apartment.

r) It shall be the duty of the Allottee/ Purchaser to take insurance cover for the said flat/ apartment as may be required by him/her/them or under law.

s) It is clearly stated and understood by the Allottee/Purchaser that the flat will not be given for possession without the complete civil work done. No civil work or changes will be allowed at all as stated above. Only furniture work can be carried out by the allottee / purchaser/s if demands the possession for fit out after the flat/ apartment is ready in all respect but before the completion/ occupancy certificate is received from the local authority. A letter for possession for fit out has to be signed by the allottee / purchaser/s as per the guidelines of the Builder/Promoter/Developer / the apex body of the Association of Apartment. The allottee/ purchaser/s is also made to understand very clearly that he/ she/they can take the possession for making of furniture before the completion / occupancy certificate is received from the local authority but cannot reside / stay in the flat/ apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/ purchaser/s that if he /she/they desire to take the possession for carrying out the furniture work only then also they have to pay the balance amount towards the final consideration as agreed above along with any applicable tax also needs to be paid before taking possession for fit out of furniture and also pay all the maintenance cheques and corpus fund cheques etc. as stated herein above and only after receiving all these payments and the only after the payments being reflection of having received in the bank account of the Builder/Promoter/Developer, the Builder/Promoter/Developer will give in writing the letter of possession for fit out. It is also very clear with the allottee/ purchaser/s that the letter of possession for fit out does not grant him / her/ them the right to stay / occupy the flat / apartment.

t) The Allottee/Purchaser has/have read and understood the general rules relating to the concept of **"SAMRAAT GOKULDHAM" "Way of Better Living"** and which is annexed hereto in a small form and attached here as **Annexure - XI** and the Allottee//Purchaser/s do hereby agree and covenant to abide by the same now and always. The same will be amended from time to time by the Builder/Promoter/Developer and subsequently the apex body of the Association of Apartment and the Allottee/Purchaser/s do also agree to abide by the revised Rules and Regulations which will be applicable on the given day.

(11) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

a) **The Builder/Promoter/Developer herein has reserved the right to amalgamate the adjoining lands with the said land for effective development.**

b) The Builder/Promoter/Developer herein has specifically informed to the Allottee/Purchaser/s and Allottee/Purchaser/s herein is/are also well aware that, the Builder/Promoter/Developer herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer color scheme, terraces, windows, terrace Railing etc. and hence the Allottee/Purchaser/s or any owner or occupier of the flat/apartment in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces, change the color of the outer wall/ change windows and its glass, change the railing or any alteration that will disturb or spoil the elevation or the homogeneity of the entire design and elevation. The Allottee/Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Builder/Promoter/Developer herein have agreed to allot and sell the said flat/apartment to the Allottee/Purchaser/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.

c) The Builder/Promoter/Developer herein has reserved the right to divide the scheme phase wise or to have entire scheme as one phase.

d) The Builder/Promoter/Developer herein is providing amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, CCTV camera with footage recording and monitoring system, fire-fighting systems, garden, temple, gymnasium, one club house, one kids play area with few equipment for the flat/ apartment holders in this project. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Builder/Promoter/Developer shall not be responsible for further maintenance of the amenities in the said project after handing over of premises to Association of Apartment and the apex body shall then set its own norms for use of Common amenities. It is further agreed that the Builder/Promoter/Developer shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities/facilities or any other amenities/facilities in the said project.

19. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Builder/Promoter/Developer herein has decided to have the name of the Project **"SAMRAAT GOKULDHAM"** and building will be denoted by **Building "A"- Wing "A", Wing "B", Building "B" - Wing "C", Building "C" - Wing "D"** which has been decided by the Builder/Promoter/Developer and further erect or affix Builder/Promoter/Developer's name board at suitable places as decided by the Builder/Promoter/Developer herein on a building and at the entrances of the scheme. The Allottee / Purchaser/s in the said project/building/s, or all the Allottee/ Purchaser/s, member of the Association of Apartment or the Apex body of the Association of Apartment are not entitled to change the aforesaid project name and remove or alter Builder/Promoter/Developer's name board in any circumstances. This condition is also an essential and important condition of this Agreement.

20. ENTIRE AGREEMENT AND RIGHT TO AMEND:

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

21. RIGHT OF ALLOTTEE / PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee / Purchaser/s hereby agrees to purchase the Flat/ Apartment on the specific understanding that his/her/their right is to only to the use and unless specifically allotted given vide a separate letter, to use (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottee / Purchaser/s (or the maintenance agency appointed by it and performance by the Allottee / Purchaser/s of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee / Purchaser/s from time to time.

22. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT:

The Builder/Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee / Purchaser/s after the construction of the Building is complete and the completion / 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 3% (three percent). The total price payable for the carpet area shall be recalculated upon continuation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Builder/Promoter/Developer shall refund the excess money paid by Allottee / Purchaser/s within 45 (forty-five) days with annual interest at the rate specified herein above, from the date when such an excess amount was paid by the Allottee / Purchaser/s. If there is any increase in the carpet area allotted to Allottee / Purchaser/s, the Builder/Promoter/Developer shall demand additional amount from the Allottee / Purchaser/s in the next milestone as per the Payment Plan agreed herein above. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2.1 of this Agreement. That in such a case, the parties hereto agree that a nominated architect as an expert be appointed mutually to take his expert opinion of measuring the said flat/apartment and submitting the said details. The fees to the appointed architect will be borne 50:50 between the Allottee/Purchaser/s and the Builder/Promoter/Developer.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER/S AND SUBSEQUENT ALLOTTEE / PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottee / Purchaser/s of the flat/ apartment, in case of a transfer, as the said obligations go along with the flat/apartment for all intents and purposes.

That the Allottee / Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Builder/Promoter/Developer in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially

dispensed by the Allottee / Purchaser/s to the Builder/Promoter/Developer for the same; save and except his right to enjoy and use the flat/apartment purchased by him and any other rights given by the Builder/Promoter/Developer to the Allottee / Purchaser/s for which consideration has been dispensed.

24. REGISTRATION OF THIS AGREEMENT:-

The Builder/Promoter/Developer herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee / Purchaser/s will attend such office and admit execution thereof, on receiving the written intimation from the Builder/Promoter/Developer.

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

The Allottee / Purchaser/s herein shall only bear and pay stamp duty, registration fees and the Local Body Cess and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Builder/Promoter/ Developer in favour of Allottee / Purchaser/s or Association of Apartment i.e. the organization as may be formed in which the Allottee / Purchaser/s will be the member.

The Allottee / Purchaser/s shall also pay to the Builder/Promoter/Developer a sum of Rs. 10,000/- (Rupees Ten Thousand only) for meeting all legal cost charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builder/Promoter/Developer in connection with formation of the said Association of Apartment and for preparing its rules, regulations and bye-laws and the cost of preparing an engrossing the conveyance or assignment rights.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Builder/Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee / Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee / Purchaser/s that exercise of discretion by the Builder/Promoter/Developer in the case of one Allottee / Purchaser/s shall not be construed to be

a precedent and/or binding on the Builder/Promoter/Developer to exercise such discretion in the case of other Allottee / Purchaser/s.

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

27. SERVERABILITY

If any provisions 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 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.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Builder/Promoter/Developer through its authorized signatory at the Builder/Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Builder/ Promoter/Developer and the Allottee / Purchaser/s, after the Agreement is duly executed by the Allottee / Purchaser/s and the Builder/Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

29. NOTICES

That all notices to be served on the Allottee / Purchaser/s by the Builder/Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser/s or the Builder/Promoter/Developer by courier/Registered Post/email at their respective addresses specified below or their email id. As specified below :

Name & Address of Allottee / Purchaser/s

(1) _____

(2) _____

R/At: _____

_____

Notified email id: _____

Notified email id: _____

Notified email id: _____

Name & Address of Builder/Promoter/Developer

M/s Shweta Infrastructure & Housing (I) Pvt. Ltd.

Samraat House, Tagore Nagar, Opp. Dr. Ambedkar Nagar,

Nashik Pune Highway, Nashik 422006.

Notified Email ID: crm@samraatgroup.com

customercare@samraatgroup.com

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

30. JOINT ALLOTTEE / PURCHASER/S

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Builder/Promoter/Developer to the Allottee/Purchaser/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s/Purchaser/s. Also the same letter will be forwarded on all the email ids notified above and will be considered as properly served to the allottee/Purchaser/s.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees/Purchaser/s of the

flat/apartment, in case of a transfer, as the said obligations go along with the flat/apartment for all intents and purpose.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. DISPUTE RESOLUTION

In case of any dispute regarding this document or payment or any other clause of the said agreement, the same shall be referred to Advocate Jayant D. Jaibhave of Nashik, as a sole single arbitrator appointed by the Builder/Promoter/Developer at his sole discretion. The Sole Arbitrator shall dispense with oral evidence and shall pass the necessary award within 21 (Twenty One) days of from reference of the dispute to him. The venue of the arbitration shall be at Nashik and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modifications made thereto. The Allotee/Purchaser/s hereby always indemnifies the Builder/Promoter/Developer from all such levies, cost and consequences.

SCHEDULE – I

Description of the Said Land

All that piece and parcel of the Non Agricultural land Property lying and being situated at village Nashik Taluka, and district Nashik, within the limit of Nashik Municipal Corporation bearing survey number 206/1/3 admeasuring 15208.00 Sq. Mtrs. (out of the same 1118.62 Sq. Mtrs., area

is for 18.00 Mts., D.P. Road of N.M.C. and 595.18 Sq.Mtrs., area is under reservation for Play Ground. F.S.I. of the same consumed and applied) bounded by four side as under:-

On or towards the East	:	By Survey No. 205.
On or towards the West	:	By Survey No. 210 & Part area of Survey No. 207 & 18m wide DP road.
On or towards the South	:	By Part of Survey No.206.
On or towards the North	:	By Part of Survey No.206/1/2.

SCHEDULE – II

Description of the said Flat/Apartment

Carpet Area of flat about _____square meters plus balcony/s _____ square meters plus attached terrace/s _____square meter which is _____ square meters i.e. _____ square feet.

Saleable Area about _____ square meter i.e. _____ square feet.

1. **Flat/Apartment.** _____ (AS PER BOOKING OR NMC APPROVED PLAN)
2. Floor: _____
3. Wing: **"____"** Wing
4. in the project to be known as **"SAMRAAT GOKULDHAM"**.

Said flat bounded as :-

East : _____

West : _____

North : _____

South : _____

SCHEDULE - III

Specifications of the said Flat / Apartment

Living & dining

- Main door 32 mm both side laminated flush door & Laminated ply door frame Make & Brand - Kalpataru, manufactured by V.K. Patel & Co., Bhiwandi.
- Stainless steel fittings and hinges on the main door are locally made.
- Vitrified flooring (800 x 800 mm) in living & dining room Make & Brand - Zeal Top, manufactured by Zealtop Granito Pvt. Ltd., Morbi, Gujrat.

- Aluminum sliding window to access the terrace attached to the living room or the bed room (any one as the case may be) in the particular flat/apartment with 4 mm ST-167 Toughened glass by Saint Gobain.
  (safety grills will not be provided to the window of any living rooms and all the bed rooms)
- Emulsion paint in Living and Dining room of Make & Brand - New World, manufactured by New World Paints Pvt Ltd, Bandra East, Mumbai
- Modular switches of Make & Brand GM , manufactured by GM Modular Pvt Ltd, Andheri West, Mumbai
- Wiring Make & Brand Syska Wires & Cables, manufactured by Syska Miterr Pvt. Ltd., Haryana
- Night latch to main door Make & Brand Godrej, manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai
- One TV & one telephone point in living room

Kitchen

- Vitrified flooring (800 x 800 mm) in kitchen Make & Brand Zeal Top, manufactured by Zealtop Granito Pvt. Ltd., Morbi, Gujrat.
- Granite top Kitchen platform in the kitchen with no shelves below.
- Quartz kitchen sink Make & Brand Carysil, manufactured by Carysil Limited, Rajkot.
- Small water purifier for domestic use in kitchen Make & Brand Alfa, manufactured by ACE Hygiene Products Pvt. Ltd, Lower Parel, Mumbai
- 8” Exhaust fan in kitchen Make & Brand RR manufactured by Ram Ratan Electrical Limited, Mumbai
- 300x 300mm & 300x600 mm wall tiles for dado upto lintel level in kitchen above kitchen platform Make & Brand Italake, manufactured by Italake Ceramics, Pvt. Ltd, Morbi Gujrat

Bathroom & Toilet

- Concealed CP fittings in all toilets Make & Brand Jaquar, manufactured by Jaquar & Co. Pvt. Ltd.
- Sanitaryware in all toilets Make & Brand Jaquar, manufactured by Jaquar & Co. Pvt. Ltd.

- 300 x 300mm tiles for flooring & 300x600mm wall tile for dado up to 7 (seven) feet height in bathroom and toilet Make & Brand Italake , manufactured by Italake Ceramics,Pvt. Ltd, Morbi Gujrat
- Toilet door - 30 mm both side laminated flush doors Make & Brand Kalpataru, manufactured by V.K. Patel & Co., Bhiwandi.
- Cylindrical lock to all toilets Make & Brand Godrej , manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai.
- Concealed Plumbing.

Bedrooms

- Vitrified flooring (800 x 800 mm) in all bedrooms, passage Make & Brand Zeal Top, manufactured by Zealtop Granito Pvt. Ltd., Morbi, Gujrat
- Bedroom door - 30 mm both side laminated flush doors. Make & Brand Kalpataru, manufactured by V.K. Patel & Co., Bhiwandi.
- Cylindrical lock to all bedrooms. Make & Brand Godrej, manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai
- Emulsion paint in Bedroom. Make & Brand New World, manufactured by New World Paints Pvt Ltd, Bandra East, Mumbai.
- Modular switches. Make & Brand GM, manufactured by GM Modular Pvt Ltd, Andheri West, Mumbai.
- Wiring. Make & Brand Syska wires and cables, manufactured by Syska Miterr Pvt. Ltd., Haryana
- One TV & telephone points in all bed rooms.
- 3 (Three) Track Aluminum Sliding Windows with aluminum Net & 4 mm Toughened glass ST-167 by Saint Gobain and no safety grills.

THE ABOVE BRANDS AND MAKE ARE ALL DISPLAYED AS ON DATE IN THE SAMPLE FLAT OF THE PROJECT AND THE ALLOTTEE/PURCHASER/S HAS/HAVE SEEN EVERYTHING MENTIONED ABOVE, GOT SATISFIED ON THE MAKE AND BRAND USED AND POST GETTING SATISFIED HE/SHE/THEY

HAS/HAVE ENTERED THIS AGREEMENT. IT IS ALSO VERY CLEARLY INFORMED AND WRITTEN HEREIN UNDER THAT IF THE BRAND, THE COMPANY, THE PARTICULAR MODEL DISPLAYED IN THE SAMPLE FLAT IS DISCONTINUED OR CLOSED DOWN THEN THE BUILDER/PROMOTER/DEVELOPER RESERVES ALL THE RIGHT TO CHANGE AND BRING IN SOME THING SIMILAR AND EQUIVALENT TO THE ABOVE MENTIONED PRODUCT, BRAND AND MAKE. THE ALLOTTEE / PURCHASER/S HEREBY ASSIGNS COMPLETE AUTHORITY TO THE BUILDER/PROMOTER/DEVELOPER TO DO SO AND NO SEPARATE CONSENT WILL BE REQUIRED FROM THE ALLOTTEE/ PURCHASER/S.

SCHEDULE IV

Description of Common Amenities for the said project/phase

Security Features: -

- Average 6 (six) feet high compound wall all around the said “Property”.
- One Entry & one exit gate complete with one Security Cabin.
- One CCTV camera at entrance gate and one at each entrance lobby for surveillance.
- Fire Fighting System as per the norms laid down by Nashik Municipal Corporation, Nashik.

Recreational Amenities:-

- One Club House in Wing A.
- One Gymnasium with few Equipment in Wing A.
- Children’s play area on podium with few playing equipment.
- Splash Pool on podium.
- Children play area on podium.
- Two elevators in each building. Make & Brand- KONE, manufactured by KONE Elevators Pvt Ltd
- Battery backup to elevators. Make & Brand – SALVO, manufactured by Salvo Electoniks Corporation Pune.
- Individual Mail box for each flat/apartment at parking level.
- Paved internal roads in Cement interlocking Blocks.
- Sanitation facilities for drivers at parking level.

SCHEDULE V

Description of common areas and facilities/limited common areas and facilities

(A) COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator, lift well and elevator equipment.
7. Security Systems, children play area above podium slab, Lawn above podium slab, Splash Pool above podium slab and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The podium floor/stilt floor flat/apartments upto the fencing or boundary mark for the respective building, are restricted areas and the Builder/Promoter/Developer herein shall have exclusive right to allot the same to the tenement holder in the building.
2. The parking spaces at ground floor and under podium slab shall be restricted and the Builder/Promoter/Developer herein shall have exclusive right to allot the same to the Allottee/Purchaser/s in the building.
3. Top terrace of the building/s shall be restricted and the Builder/Promoter/Developer herein shall have exclusive right of allotment of the same.
4. All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, spaces adjoining flat/apartments on podium, terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Builder/ Promoter/ Developer shall have exclusive rights to allot sell or transfer, convey the same in part or in full to any buyer of flat/apartment, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED SEALED AND DELIVERED

by the within named Builder/Promoter/Developer

Shweta Infrastructure and Housing (I) Pvt. Ltd.,

through the hands of its Director

(1) _____ **[**_____

SIGNED SEALED AND DELIVERED

by the within named Co-Promoter/Confirming Party

BLOSSOM CONSTRUWELL PVT. LTD.,

through its Directors

1. Mr. DINESHMULJIBHAI PATEL

2.Mr. JITENDRA MANJI PATEL

through registered General Power of Attorney Holder

Shweta Infrastructure and Housing (I) Pvt. Ltd.,

through the hands of its Director

_____ **]** _____

SIGNED SEALED AND DELIVERED

by the within named Allottee Purchaser/s. ... ...

(1) _____ **[**_____

(2) _____ **[**_____

In the presence of:

(1)Signature: ... ...

Name:

Address: Samraat House, Tagore Nagar,

Nashik – Poona Road, Nashik.

(2)Signature: ... ...

Name :

Address: Samraat House, Tagore Nagar,

Nashik – Poona Road, Nashik.

ANNEXURE I

Copy of the Certificate of the title issued by the advocate

ANNEXURE II

Copy of Property Card 7/ 12 Extract of the said land.

ANNEXURE III A

Copy of Building permission /Commencement certificate

ANNEXURE III B

Copy of Building permission /Commencement certificate

ANNEXURE IV

Copy of layout Plan of the said land

ANNEXURE V

Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as per the IOD (A2 size print which is readable has been given to the allottee/purchase/s which is understood by him/her/them).

ANNEXURE VI

Copy of the plans approved by the concerned local/planning authority. (A2 size print which is readable has been given to the allottee/purchase/s which is understood by him/her/them).

ANNEXURE VII

Copy of floor plan of the said apartment as per the booking plan shown and the allottee/purchaser/s has understood and verified the same.

ANNEXURE VIII

Copy of Parking plan marked with the allotted parking for the said flat/apartment

ANNEXURE IX-A

Copy of the NA Order

ANNEXURE IX -B

Copy of the NA Order

ANNEXURE X

Copy of the PAN Card of Shweta Infrastructure & Housing (I) Pvt. Ltd.

Copy of the PAN Card of Allottee / Purchaser/s

Annexure XI I

Copy of the Part Completion / Occupation Certificate

Annexure XI I B

Copy of the Part Completion / Occupation Certificate

Annexure XIII A

Maharashtra Real Estate Regulatory Authority – Registration certificate

Annexure XIII B

Maharashtra Real Estate Regulatory Authority – Registration certificate

Annexure XI

Rules and Regulations – Samraat Gokuldham - Way for Better Living

PART I - GENERAL RULES FOR THE FACILITIES

1. All this facilities that are available for common use in common areas can be used only by the allottee / purchaser/s and his / her/ their family only and only during prescribed time for each of the Areas.

2. The Club House is meant for mini parties and no liquor can be served to the Allottee/Purchaser/s to their guests. There is no kitchen in the Club House and only ready to eat food can be bought from registered vendors/caterers registered by the Apex Body of Association of Apartment of Samraat Gokuldham. No cooking is allowed. It is mandatory to use registered caterers only as they have been briefed of the do's and don'ts for using the Club House. The music played in the Club House should not be loud so as to cause disturbance to other Allottee/Purchaser/s. The music should be switched off latest by 09.30 p.m. or action will be taken by the Apex Body of Association of Apartment. There will be a charge of Rs. 500/- per hour towards the use of Club House facility. Approx. 50 guests can be called for any party hosted by the Allottee/Purchaser/s with a pre list of the invited guests to be given at the Security Gate. No vehicles will be permitted to be parked or valet inside the Samraat Gokuldham premises.

3. Allottee/Purchaser/s are informed that the Lawn above podium slab is strictly meant for the Flat/apartment owners. The timings of the above is from 06.00 am to 10.00 pm.

4. There is a specific area marked below every wing/ building for drivers only where drivers have to sit and wait and they should not loiter around the building compound.

5. The children's Play area is strictly meant for the Flat/apartment owners, their family members and their relatives staying in the building or residing with them as a guest for a short stay and no outside guests will be allowed. The timings of the children's Play area will be from 8.00 am to 8.00 pm daily.

6. Every car will enter the building through the main gate which is the entry gate and it should necessarily have a car recognition sticker to be affixed on the car, else the car entry inside the building will be denied. Only the cars having its recognition sticker will be allowed inside the premises and also the registered cars for parking inside the premises. Unregistered cars without the sticker of the project will not be allowed inside the premises at all.

7. The Allottee/Purchaser are informed that Smoking or loitering around or consumption of any kind of food / drink / alcohol is not allowed in any common area of the project. If found the apex body can fine Rs. 5000/- for such offence.

PART II - RULES FOR VARIOUS DEPARTMENTS OF THE FUN FLOOR

RULES AND REGULATIONS FOR SPLASH POOL

1. Allottee/Purchaser/s are requested to wear proper Swimming attire made of Lycra or similar material in splash pool.
2. Swimmers should preferably wear a swimming cap while using splash pool.
3. As the splash pool is just 2.5 feet deep, hence no diving is allowed in any part of the pool.
4. Allottee/Purchaser/s are requested to have a shower before entering the splash pool.
5. Allottee/Purchaser/s are informed that no life guard will be available the Splash pool and they are requested to take care of themselves, their family members and their children while in the Splash pool and the Apex body of Association of Apartment will not responsible for any untoward event and all persons who utilize the Splash pool may use the splash pool their own risk.
6. Allottee/Purchaser/s are not allowed to invite their friends or guests to utilize the Splash pool. Allottee/Purchaser/s are informed that the Splash pool is strictly meant for the Flat/apartment owners and only their blood related members residing in the building and their guests who are staying with them in the premises overnight.
7. No parties or guests are allowed in the Splash pool area nor any celebration which may cause damage to the lawn, plantation or the pool and its deck is allowed.
8. No food articles, cold drinks, soft drinks etc. are allowed to be taken near or around the pool which will create dirt in the pool water and make the pool water unhygienic. Similarly, no soap or shampoo is allowed in the pool water.
9. TIMINGS : Splash pool can be used only from 08.00 am to 08.00 pm.

RULES AND REGULATIONS FOR GYMNASIUM

1. The timings during which Gymnasium is kept open only for ladies is from 12.00 noon to 4.00 p.m. The other timings is from 6.00 am to 10.00 pm which is a unisex time which the male and female members, both can use. No coach will be available in the Gym.

2. There is a monthly fee payable by all members for using the Gymnasium which will be **Rs. 250/-** per person per month which will be collected and payable in advance to the Apex body of Association of Apartment.

3. Proper attire should be worn in the Gymnasium.

4. Music played in the Gymnasium will be from the stored songs and music only and cannot be played loudly.

The management, the Builder/Promoter/Developer or the Association of Apartment will not be responsible for any accident, injury or health problem that may occur during the use of any sports or entertainment on any part / area of common areas and amenities of "SAMRAAT GOKULDHAM".

The above-mentioned Rules and Regulations are just a few which will not only ensure a healthy and safe living environment and will also help the allottee/ purchaser/s and all the members to keep the property in good condition. These are just few Rules and Regulations but a detailed approach towards healthy and happy living will be made by the Apex body of the Association of Apartment after getting the same approved in the General Body meeting and explained to all Allottee/Purchaser/s. The Rules and Regulations will also be amended from time to time by the Apex body of the Association of Apartment which may change the timings, the charges payable or the terms and conditions of the usage. These terms and conditions will be binding on all the allottee/ purchaser/s and occupiers of the flat/ apartment and the latest amended "Happy Living Guide" in "Samraat Gokuldham" will always form the prevailing guide for the Allottee/Purchaser/s/Occupier of the Apex body of the Association of Apartment. The Rules and Regulations will be again reviewed in the Annual General Meeting and the Bi-Annual General Meetings and the fees and norms will be reviewed, revised as per the suggestions of the residents of "Samraat Gokuldham" and will be applicable and payable to the Allottee/purchaser/s and his family and guests.

This is the end of the document
The document contains ___ number of pages.