READY RECKONER CHART No. 1.3.43,

RATE Rs. 31,900/- 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 Twenty One.

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 Headquarter, A – 33, 7th Lane, Satpur, MIDC Road, NICE Area, Nashik, Maharashtra 422007 hereinafter referred to as "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) **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 **"THE CO-PROMOTERS" or "THE LANDOWNERS"** (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and legal representatives) **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/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his /her/their heirs, executors, administrators, successors in interest and permitted assignees); **PARTY OF THE THIRD PART.....**

The Promoter, Co-Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party"

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 Residential Apartment

ALL THAT Residential Apartment in the project known as **"Samraat Gokuldham"** having carpet Area of **_____** square meters measured as per Notification bearing No. 4/2017 dated 14.6.2017 of **MahaRERA – (Maharashtra Real Estate Regulatory Act- 2016)**

The above carpet area is calculated as under:

1. Carpet area of all rooms including partition walls _____ square meters plus
2. Balcony carpet area of _____ square meters plus
3. Attached utility/terrace/s carpet _____ square meter

The said residential apartment is bearing the following particulars:

1. Residential Apartment No. _____
2. Floor: _____ 3. Building: **"C"** 4. Wing: **"D"**
5. Parking No. _____ (the said apartment is sold with the exclusive right of parking to the Allottee/s)

The said residential apartment is bounded as :-

East : _____

West : _____

North : _____

South : _____

The subject matter of these presents is the apartment more particularly elaborated in Schedule-II herein above and shown on the plan attached herein below as Annexure – VII and also on the plan of parking attached herein below as Annexure-VIII.

WHEREAS:

(A) The Co-Promoter abovenamed being M/s. Blossom Construwell Pvt. Ltd. is the owner of piece or parcel of land bearing 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 (hereinafter **"the said land"**) which is more particularly described in the **First Schedule** herein above written.

(B) For the development of the said land the Land Owner executed a Joint Venture Development Agreement dated 24/07/2014 together with General Power of Attorney dated 24/07/2014 in favour of the Promoter M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. The said Joint Venture

Development Agreement dated 24/07/2014 was duly registered in the office of Sub-Registrar Nashik at serial no. 6190 on 24/07/2014 and General Power of Attorney dated 24/07/2014 was duly registered before the Sub-Registrar Nashik at serial no. 6191 on 24/17/2014. Pursuant thereto, the name of the Promoter M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. was recorded in other Rights column of the 7/12 of the said property vide mutation entry no. 94242. By virtue of the said Joint Venture Development Agreement the Promoter M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. has obtained the right of development of real estate project over the said land.

(C) By virtue of the said Joint Venture Agreement, the Promoter has become entitled to construct a real estate project on the said property. The Promoter has proposed the construction of a real estate project namely '**SAMRAAT GOKULDHAM'** on the said land. The said project consists of three buildings being Building-A, Building -B and Building- C together with amenity areas, open spaces and infrastructure.

(D) Under the said Joint Venture Agreement, the Promoter has become entitled to construct the entire real estate project on the said property. The Promoter has become entitled to receive 59% of the constructed area and the said Land Owner has become entitled to receive 41% of constructed area out of the total constructed area of the said project. However, by a subsequent Memorandum of Understanding dated 22nd July 2019, the said area sharing ratio pertaining to the sale areas in Building C-Wing D of the Project has come to be modified and thereunder the Promoter has become entitled to receive 62% and the Land Owner has become entitled to 38% of the sale areas of the said building. The parties have allocated the premises comprised in their respective sale areas in the said Memorandum of Understanding dated 22nd July 2019. The apartment/ tenement/ flat hereunder sold by the Promoter to the Allottee/s forms part of the said 62% sale area to which the Promoter has become entitled to and hence the Promoter has the right to deal with and disposed of the same. By virtue of the said Joint Venture Development Agreement, the Promoter became entitled to construct buildings on the said property as per the

approved building plan/s and as per the terms and conditions of the joint venture development agreement.

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

(F) In terms of the provisions of the Development Plan, out of total area 15208.00 Sq. Mtrs of S.No. 206/1/3 the Co-Promoter/Land Owner has handed over the area adm. 1118.62 sq. mtrs to the Nashik Municipal Corporation for DP road and a further area of 595.18 sq mtrs has also been handed over to the Nashik Municipal Corporation for 'Playground' by and under two Deeds of Transfer both dated 14/06/2017 and duly registered in the office of the Sub-registrar of Assurances, Nashik vide Sr No. 658/2017 and 659/2017 on 14/06/2017 . Accordingly the name of Nashik Municipal Corporation has come to be mutated to the ownership column of Revenue Record for the said land areas adm. 1118.62 sq. mtrs and 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 Promoter.

(G) The Land Owner had obtained from Nashik Municipal Corporation, Nashik an approval of building plans vide Commencement Certificate bearing No. **LND/BP/PANCH/C-1/80/427** dated **24/04/2012**. Thereafter the Promoter submitted revised building plans and the Nashik Municipal Corporation issued the Commencement Certificate bearing **LND/BP/C1/586/5152**, dated **17/12/2016** for the said revised plans. The promoter submitted further revised building plans and the Nashik Municipal Corporation issued the Commencement Certificate bearing

LND/BP/C1/95/6221, dated **03/11/2018** approving the plans of the buildings to be constructed on the said land.

(H) The Promoter buildings proposed to be constructs on the said land and their present status is as under:-

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.**	- Wing-B - Stilt / Ground Floor for Car Parking. - First Floor to Fourteenth Floor consisting of 8 (Eight) flat/ Apartments on each floor 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.**	- 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 FOUR** **PHASE IV** **Construction Completion Date – 30th June 2022**	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 THREE** **PHASE III** **Construction Completed as on date.**	- Club House - Children play area above podium slab - Lawn - Gymnasium - Splash pool on podium

(I) The Promoter has 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 Promoter 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** and a copy of the registration certificate has been annexed hereto and marked **Annexure XIII-A & XIII-B**.

(ii) Nashik Municipal Corporation has issued the part completion/occupation certificate for **Building A- Wing A and Wing B**, **Building B -Wing C** vide order No. **Town Planning Department/Panchavati/ 22499/5501 dated 01/10/2018**. Pursuant thereto land areas being (i) a portion admeasuring 880.15 square meters for Building A-Wing A (ii) a portion admeasuring 768.85 square meters for Building A-Wing B and (iii) a portion admeasuring 629.43 square meters for Building B-Wing C together with the said respective buildings standing thereon has been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 under a Deed of Declaration and Bye-laws dated 01/06/2019 and registered with the Joint Sub-Registrar Class-II Nashik, under Serial No. 2484/2019 dated 01/06/2019. As per said Deed of Declaration the Building A-Wing A & Wing B, Building B-Wing C are collectively known/identified as "SAMRAAT GOKULDHAM APARTMENT Project 1 / Phase I".

(J) Declarations of the Promoter and Co-Promoter

i. The Promoter and the Co-Promoter affirms that there is no covenants affecting the said property.

ii. The Promoter and the Co-Promoter affirm that there are no impediments attached to the said property.

iii. The Promoter and the Co-Promoter affirm that there is no area occupied by the tenants and therefore there is no question of settlement with tenants. The Promoter and the Co-Promoter is in absolute occupation and possession of the said property.

iv. The Promoter and the Co-Promoter affirms that there is no illegal encroachment on the said property

v. The Promoter and the Co-Promoter 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 Promoter 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 Promoter 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 Promoter 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/s within 15 (Fifteen) days of the registration of Agreement for Sale registered. The Promoter declares that except the above charge of encumbrance for the above Construction Finance on the said property, the title of the said property is fully clear and marketable.

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

viii. The Promoter is in possession of the project land.

(K) The Allottee/s is / are aware of and agrees as under:

(i) That the Promoter shall construct the project as per the approved plans and other approvals, sanctions, permissions and consents existing as on date.

(ii) That the project sanctions will be re-approved, amended and changed and will be further sanctioned for the remaining / additional available FSI / TDR / Premium FSI as may be required.

(iii) That all the major amenities and recreational facilities have been completed above the said podium and are mentioned in the common areas in the table above.

(iv) That the particulars of the full project as proposed are shown in table above and the same has also been attached herewith as Annexure - V. Further, a separate copy of

the above table (in A2 size which is readable and understood by the Allottee/s) has been given to the Allottee/s on the date of booking which he/ she/ they acknowledge to have received.

(vii) The maximum FSI as per prevailing regulations which can be and may be utilized on the project land subject to approval of plans and grant of other necessary approvals, sanctions, permissions and consents will be approximate 31,000.00 sq. meters or thereabouts. Notwithstanding the same, the Promoter shall have the absolute right to carry out construction and development until the entire FSI including any additions, increments and increases thereto shall have been fully utilized and consumed.

(L) (i) The Promoter and Co Promoters or Land Owners have completed all the legal formalities with respect to the right, title and interest in respect of the project land. The Promoter herein alone has sole and exclusive right to sell the Residential Flat / Apartments in the said project and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Residential Flat / Apartments / Land and to receive the sale price / Loan / Construction Finance/ Equity in respect thereof. The Promoter declares as under:

a. The Promoter and Co Promoters or Land Owners affirms that there are no covenants affecting the said property.

b. The Promoter and Co Promoters or Land Owners affirms that there are no impediments attached to the said property.

c. The Promoter and Co Promoters or Land Owners affirms that there is no area occupied by the tenants and therefore there is no question of settlement with tenants.

d. The Promoter and Co Promoters or Land Owners are in absolute occupation and possession of the said property.

e. The Promoter and Co Promoters or Land Owners affirms that there is no illegal encroachment on the said property.

f. The Promoter and Co Promoters or Land Owners 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.

g. The Promoter also affirms that the construction of the said land is at a very initial stage and the details of the same is mentioned herein below.

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

(ii) The authenticated copies of Certificate of Title issued by the advocate of the Promoter is annexed herein below as **Annexure – I** and authenticated latest copy of the CTS Property card/ extract of Village Forms VII and XII or any other important and relevant revenue record showing the nature of the title of the Promoter and Co Promoters or Land Owners to the project land on which the Flats/Apartments are to be constructed have been annexed hereto and marked as **Annexure - II**.

(iii) The Promoter has entered into a standard agreement with Mrs. Tapasya H. Bendale, Architect (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture, to prepare the design of the layout, prepare the design of the building, provide entire working drawings for the whole project, liaison 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 his and his team's supervision.

(iv) The Promoter have appointed structural Engineer Mr. Jayant Vinayak Inamdar 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.

(M) (i) The Promoter has registered the real estate project pertaining to **"D" wing** of the **Building "C"** under the provisions of the Real Estate Regulation Act, 2016 with MahaRera vide Registration No. P51600020375 dated 09/07/2019.

(ii) The Allottee /s on his / her / their request has/have been offered a Residential Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Residential flat / apartment") in the **"D" wing**, of the **Building "C"** (herein after referred to as the said "Building") and more particularly described in the Second Schedule herein above written and shown on the plan annexed hereto as **Annexure- VII**, (hereinafter referred to or called as **"The Said Residential Flat /Apartment"**).

(iii) For the Allottee/s to understand the entire specifications to be provided inside the flat-apartment, the Promoter has constructed at site a similar sample flat in wing 'B' of the said project in which they have installed all the fixtures and fittings agreed to be provided along with the Apartment. The Allottee/s has/have also inspected the same along with his/her/their family/ families and his/her/their known architect / engineer and is satisfied about the same. The list of all these fittings and fixtures have been annexed

and marked as **Schedule III**. The allottee/s is/are also aware of the limitations, usage policies and maintenance of the installed items.

(N) (i) Upon the Allotee/s evincing interest in purchasing premises in the project, the Promoter herein had requested the Allottee/s to carry out his/her/their independent search by appointing his/her/their own Advocate for raising any doubts/queries regarding the marketable title, rights and authority of the Promoter herein and to verify other related permissions and sanctions for construction of the said project. The Allottee/s has/have accordingly satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Promoter herein and has also verified all other related permissions and sanctions for construction of the project.

(ii) The Allotee/s has/have demanded, and in pursuance thereof the Promoter has given, an inspection to the Allottee/s of all the documents of title relating to the project land, sanctioned plans, drawings, designs and specifications and of such other documents which 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. Upon keen perusal of the said documents, the Allottee/s has/have satisfied himself/herself/ themselves of the veracity of the particulars thereof herein recorded.

(iii) Upon the entire satisfaction of Allottee/ s and their legal counsel, the Allottee/s has/have agreed to purchase the said Residential flat / Apartment.

(O) The following documents and schedules have been annexed to this agreement as stipulated under the Provisions of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act").

i. A copy of the latest approved plan of the layout showing the location plan of the said project along with adjoining Survey Numbers as 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**.
ii. The copy of the Title Certificate of the above mentioned property is issued by **Adv. Dattaprasad Nikam** showing the clear title of the Promoter for the said property is annexed herein below as **Annexure-I**.
iii. The latest copy of the 7/12 extract of the said land showing the nature of the title of the Promoter and Co-promoter is annexed herein below as **Annexure – II.**

iv. The copies of the plan showing layout of the Residential Apartment (Floor Plan) which is to be purchased, the drawing/print/s of the same shows the Residential Apartment as agreed to be purchased by the Allottee and signed by the Alottee/s is annexed herein below as the Floor Plan of the Residential Apartment to be purchased as **Annexure – VII**.

v. The copy of the plan showing layout of the car parking, as well as showing the allotted parking bought and purchased by the Allottee along with the Residential Apartment agreed to be purchased by the Allottee/s is annexed herein below as Parking Plan as **Annexure-VIII.**

vi. The copy of the latest Commencement Certificate and along with earlier Commencement Certificate are annexed herein below as **Annexure – III-A & III-B**

vii. The copy of the N.A. order by the Hon. Collectorate, Nashik is annexed herein below as **Annexure-IX-A & IX-B.**

viii. PAN Card of Shweta Infrastructure and Housing (I) Pvt. Ltd. and the PAN Card of Allottee/s is attached herein below as **Annexure X**.

ix. Part Completion Certificate issued by Nashik Municipal Corporation from time to time are attached herein below as **Annexure XII**.

x. Maharashtra Real Estate Regulatory Authority – Registration certificate dated 01/08/2017 & 09/04/2019 for Project No. P51600002529 & P51600020375 respectively are attached herein below as **Annexure XIII-A & XIII-B**.

xi. The specifications herein agreed to be provided by the Promoter in the Residential Apartment which is agreed to be purchased by the Allottee/s is mentioned herein below in **Schedule-III**.

xii. The specifications herein agreed to be provided by the Promoter in the said project which will be known as common amenities is mentioned herein below in **Schedule-IV**.

xiii. The common areas and the common facilities to be provided by Promoter is mentioned in detail herein below in **Schedule – V**.

xiv. 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.**

xv. Authenticated site plan of the entire project (the plan approved by the Nashik Municipal Corporation, Nashik) is attached as **Annexure VI.** The Residential Apartment which is intended to be bought by the allottee/s is also approved in the entire set of plans approved by Nashik Municipal Corporation, Nashik. The entire set of photo copies of the approved plan which are true copies certified by the

Architect Mrs. Tapasya H. Bendale has been handed over to the allottee/s along with the registration of this document.

(P) (i) The Allottee/s has/have gone through all the terms and conditions set out in this Agreement for Sale and has/have clearly understood the mutual rights and obligations detailed herein. The Allottee/s confirm/s that he/she/they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications as on date.

(ii) It has been specifically agreed by the Allottee/s that he/she/they has/have verified the stage of the construction of the Residential Apartment and whole project as on date.

(Q) (i) The purchase price of the said Residential Apartment/ Flat inclusive of car parking lot allotment charges but excluding GST and other charges recoverable under this agreement shall be Rs. _____ (Rupees _____ _____) and the Allottee/s has/have agreed to pay the same (including the amounts payable towards GST and other charges) as per the schedule of payment/payment plan and other provisions of this agreement.

(ii) The Allottee/s prior to execution of this present Agreement for Sale has paid to the Promoter a sum of Rs. _____ (Rupees _____ _____), being part payment towards the agreed purchase price of the said Residential Apartment which has been agreed to be sold by the Promoter to the Allottee/s.

(R) The Promoter, 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 Residential flat / Apartment in favor of the Allottee/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.

(S) 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 for Sale and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter;

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:

1.1 The Promoter shall construct on the project land described in the First Schedule the construction which is at present permitted under the approved building plans, and which shall be permitted anytime hereafter by way of amendments to the approved plans as a part of the real estate project known as **"SAMRAAT GOKULDHAM".**

1.2 The Allottee/s is/are aware that Building "A" Wing "A" have consist of the commercial shops/units and area part of the same project. These commercial premises/ areas can be used for any commercial activities/ businesses including but not limited to Hospitals, IT park, Restaurants, Small school, Tuition classes, Advocate offices, Chartered Accountant offices, Doctors clinics, Pathology Labs, wholesale and retail shops for grocery, hardware and paint shop, banks, hotels and any other kind of daily retail or such businesses / activities permissible from time to time as per the bye laws and regulations of Nashik Municipal Corporation.

1.3 The Allottee/s is/are aware that the common amenities and common facilities to be provided are for the entire project **"SAMRAAT GOKULDHAM"** and are to be enjoyed as common amenities by unit allottees of all the buildings in the project. The Allottee/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.

1.4 The Allottee/s has/have booked the said Residential Apartment, after knowing the present condition of the Project site/ location 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 to be provided by the Promoter.

1.5 The Allottee/s hereby gives his/her/their written unconditional assent / consent for making the changes / alterations in the building plans which may not affect the Residential Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee/s also hereby agrees and give consent to the construction of the said building 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/s hereby understands and gives its unconditional acceptance and consent for the same.

1.6 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations inside the Flat/Apartment only as may be required because of any conditions mentioned above but will not do any alterations or changes of tiles, color, wiring, switches and other fixtures ('Improvements') even if requested by the Allottee/s. In order to maintain standards and quality in such improvements inside the flat/apartment, the Promoter has a set of approved contractors and suppliers and only these contractors shall be permitted to carry out improvements subject to prior permission from the Promoter. The charges of improvements shall to made directly to the said contractors as per the agreement between the contractor and the Allottee/s.

1.7 It is unconditionally agreed by the Allottee/s that for all times hereafter nothing can be changed / modified/ added to the external face of the Residential Apartment / building/ wing, no balcony can be enclosed, no terrace can be enclosed, no additional 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 Residential 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 either in temporary or permanent nature . **THE ALLOTTEE/S HAS/HAVE UNDERSTOOD THIS TO BE A VERY IMPORTANT CLAUSE OF THIS DOCUMENT AND IS AWARE THAT IMMEDIATE LEGAL ACTION WILL BE INITIATED IF ANY VIOLATION IS NOTICED BY THE PROMOTER AND THE ALLOTTEE/S WILL BE LIABLE FOR THE CONSEQUENCES ARISING OUT OF SAME.**

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

2.1. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Residential flat - Apartment No. _____ on _____ floor in the building "**C"**, Wing **"D"** (hereinafter referred to as **"Residential 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** consideration payable for the said Residential Apartment together with all the internal amenities to be provided as per **Schedule- III** this agreement and all the facilities and benefits attached to the said Residential flat / Apartment as a member of associations of persons/apartment condominium. The said sum also includes the proportionate cost of the common areas and facilities, 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/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Parking No _____ admeasuring approx. 12.00 square meters situated at Ground stilt floor / below the podium 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 Residential Apartment as mentioned in clause 2.1 above. Further that the Allottee/s shall not raise any dispute in future about the suitability of the said parking space as constructed by the Promoter. 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/s before the execution of this Agreement for Sale and which has been duly acknowledged and admitted by the Allottee/s.

2.3. The Allottee/s agrees and understands that timely payment/s towards purchase of the said Residential Apartment as per payment plan/schedule hereto is the essence of the Agreement for Sale and the consequences of the non-payment has also been explained and written herein below.

2.4 The Allottee/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 Promoter 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 Promoter within 30 days after the execution of this Agreement.

ii. Amount of Rs**. _____ (Rupees _____**

_____),

(not exceeding 45% of the total consideration) to be paid to the Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter on completion of the tiling of floor and dado of the wall, kitchen platform of the said flat/apartment.

viii. Amount of Rs**. _____ (Rupees _____**

_____),

is to be paid to the Promoter 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**.

2.5 The Allottee/s agree/s that regardless of he/she/them delaying the taking of the actual physical possession of the Residential Apartment, he/she/they shall make the payment of final installment within 15 days of Promoter issuing an intimation of the completion of conditions mentioned in clause (ix). The application to Nashik Municipal Corporation for the occupancy certificate / completion certificate shall be made prior to the said demand under clause (ix). However, the Allottee/s unconditionally agree/s that the issuance of the

occupancy certificate by the Nashik Municipal Corporation shall not be the condition precedent for payment of clause (ix) herein above.

The price and overall payment schedule have been arrived and agreed upon keeping in mind the express promise of the Allottee/s to make the payments as per the provisions of this agreement irrespective of the existing work progress and proposed stage of construction.

2.6 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of CESS, GST or any other similar taxes which is applicable as on date and is levied by the competent authority in connection with the construction of the said Residential Apartment or the project and carrying out the said Project). These taxes are as applicable today and are to be paid separately as the same are excluded in the above lump-sum cost as mentioned above and is to be paid as per the demand and before the handing over the possession of the Residential Apartment. The taxes which are exclusive as mentioned above in the total lump sum cost is as per today's tax structure and if there is any variation in the tax structure in future date then the same difference has to be borne by the allottee/s.

2.7 The Allottee/s herein is/are well aware that, the building in which the said Residential 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/s has/have agreed to pay the aforesaid agreed consideration to the Promoter as per the detailed clause no. 2.4 mentioned herein above.

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

2.9 (a) The Promoter at its sole discretion has appointed a management Company for providing the maintenance of the building/s and common amenities. 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,

gymnasium, Ganesh Temple, Swimming Pool and lifts, along with provision of security services.

(b) The charges for providing the above services shall have to be paid in lump sum before the possession of the Residential Apartment is handed over to the Allottee/s.

(c) The maintenance charges shall be applicable from the date on which either the letter of the possession for fit-out in respect of the said Residential Apartment is issued or the intimation calling upon the Allotee/s to take possession of the Residential Apartment is issued, whichever is earlier.

(d) The Allottee/s is/are well aware that he/she/they is/are liable to bear and pay the maintenance charges Rs. 1/- (Rs. One Only) per square feet per month of Salable area which amounts to Rs. _____ (Rs. _____ _____) for per year by the way of five cheques on the letter of possession for fit out and the cheque date should be the date of fit out letter. It is also understood and agreed that in an event the maintenance amount as stated above falls short of the actual expenses incurred or to be incurred 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 along with the Promoter shall take the decision to charge a separate additional maintenance amount per year and the said additional amount shall be paid by all the Allottee/s of the project and everyone shall adhere to the said increased additional amount per annum and pay this additional increased maintenance amount immediately without any delay to the Association of Apartment/ Promoter.

(e) It is further specifically agreed that the Allotee/s shall after 5 (five) years contribute and pay to the said maintenance company/ Promoter 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/s shall also be liable to pay any taxes if levied on such charges. It is specifically agreed and covenanted that the Allotee/s shall not raise any dispute as regards the maintenance to be carried out by the Association of Apartment.

2.10 The Allotee/s shall deposit a sum of Rs. _____ (Rs. _____ _____) as maintenance deposit/ corpus. The deposit/corpus received from all the allottee/s will be retained by the Promoter and the said corpus together with interest received on the same will be utilized by Promoter towards the day to day maintenance of the areas in the project.

Further, upon the Promoter receiving a Letter of Request from the Association of Apartment, the Promoter shall transfer in favour of the said association the principle amount of Corpus remaining unutilized (without any interest)to the Association of Apartment. The said Association shall invest the same in fixed deposit in a nationalized bank and the corpus as well as interest received from such fixed deposit will be used towards the further maintenance of the project by the Association of Apartment.

2.11 It is specifically covenanted that the Allottee/s has/have made himself/herself/ themselves well aware of the concept of maintenance through the maintenance company and the Promoter have given all necessary information thereto to the Allottee/s and having completely satisfied themselves, the Allottee/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 allottee/s.

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

2.13 The Promoter herein on reaching aforesaid construction milestone/stage of the said wing shall intimate the progress of the wing in which the said Residential Apartments there

and the amount payable as per the Agreement for Sale clause 2.4 stated herein above in writing / by digital E-mail / by SMS message / by WhatsApp message / by courier letter to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay. The Allottee/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 2.4 herein above. The Allottee/s has been made to understand that the progress report is itself the only reminder for payment which has been agreed in the clause 2.4 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/s will be sent the ledger statement of his/her/their Residential Apartment and if there is any discrepancy in the ledger the same has to be immediately bought to the notice of the Promoter by visiting the Nashik Office and also by sending an email to the concerned relationship manager and the head of 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/s. If there is no objection by the Allottee/s then the account ledger will be treated as correct and the Promoter shall move ahead with the same account ledger. **PAYMENT ON TIME IS THE MOST IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.**

2.14 The Promoter herein has informed to the Allotee/s that, aforesaid payment has to be made by the Allotee/s by Cheques/Demand Draft/RTGS issued/drawn in the name of "**Shweta Infrastructure and Housing (I) Pvt. Ltd.**" payable at Nashik for payments towards the apartment value, parking cost, stamp duty, registration and Goods and service tax (GST). The GSTN of "**Shweta Infrastructure and Housing (I) Pvt. Ltd.**" is 27AAJCS4306F1ZG.

2.15 In case the Allotee/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 Promoter 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.

2.16 It is agreed that, the Promoter has excluded the GST as applicable today as per the rules, notifications of any State government / Central government body along with the document additional to the above mentioned consideration 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 Residential Apartmentor this Agreement or the transaction herein, shall exclusively be paid / borne by the Allotee/s along with interest, if any. The Allotee/s shall pay within 7 (seven) days to the Promoter the amount towards such additional tax / duty / charges/ premium / cess / surcharge, etc. as and when charged and demanded by the Promoter.

3. ADJUSTMENT/APPROPRIATION 0F PAYMENTS:

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

4. INTEREST ON UNPAID DUE AMOUNT:

4.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest at 18% per annum with monthly rests, on all the amounts which become due and payable by the Allottee/s against the flat/apartment and as mentioned in clause 2.4 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 Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may or may not be informed to the Allottee/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/s has/have agreed to pay the same as and when demanded before the possession of the said Residential Apartment.

4.2 The Promoter shall confirm the final carpet area that has been allotted to the Allotee/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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days. If there is any increase in the carpet area allotted to Allotee/s, the Promoter shall demand additional amount from the Allotee/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/s during the booking and as per the quotation signed by him/her/them.

4.3 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, as per clause number 2.4 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 and "Shweta Buildwell Corporation" payable at Nashik as the case may be.

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

5.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local 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 Promoter shall before handing over possession of the said Residential Apartment to the Allottee/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 Promoter will always obtain occupation/ completion certificate in phases/ wing wise or building wise. This has been very clearly informed and explained to the Allottee/s and it has also been informed and explained that the Allottee/s has to pay his 100% payment on completion of his/her/their wing in which his/her/their Residential Apartment is situated and he/she/they has been well explained that the project completion has many phases hence he/she/they shall not demand completion of all the phases of the entire project as a pre-condition for full payment or for taking possession of his/her/ their Apartment. This is an indispensable clause which the Allottee/s has agreed and entered into this Agreement for Sale after understanding this clause very clearly.

5.2 Notwithstanding anything to the contrary contained herein, the Allottee/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/s has paid all dues payable under this agreement in respect of the said Residential Apartment to the Promoter and has also paid all the necessary maintenance amount/deposit, GST and other taxes payable which is inclusive as determined on the date of this agreement of the said Residential Apartment.

5.3 The Allottee/s is /are satisfied about all the observations and performances of the Promoter which are observed / observing and performed / performing by the Promoter while developing and constructing the said project as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter. The Promoter will comply all the conditions stipulated as above, however the Promoter 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 Promoter 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.

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

5.5 Similarly, the Allottee/s shall make timely payments of the installment 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 Promoter as provided in **clause 2.4** herein above. ("**Payment Plan**").

5.6 Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of the letter / email that has been sent to the Allottee/s that the Residential 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 Residential Apartment / building / phase / wing as stated in the said agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Residential Apartment sold or in the building/ phase/ wing done by him/ her/ them or by any third

person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter 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 Promoter.

6. DISCLOSURE AS TO FLOOR SPACE INDEX:

6.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 30,361.75 square meters. The Promoter 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. will be added to the above area. The Promoter 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 / ancillary 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.

6.2 The Promoter may also utilize any increased FSI which may be available in future on modification to Development Control Regulations Act and 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 Promoter 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/s has agreed to purchase the said Residential Apartment understanding the present construction going on the said land and the proposed construction and sale of Residential Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6.3 It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/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.

6.4 The Promoter 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/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.

6.5 It is hereby indemnified by the Allottee/s that he/they shall not make any alteration, modification, erection or demolition of any kind of temporary and/or permanent structure which will be detrimental to the entire structure of the building. In case if the Allottee/s will erect any kind of temporary and/or permanent structure, modification, alteration, demolition shall be subjected to further action by the Competent Authority which will be intimated by the Promoter and all the cost and further consequences shall be levied upon the Allottee/s .

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter and Co Promoters or Land Owners have made thorough and accurate disclosure of the title of the said land through the title certificate issued by **Adv. Dattaprasad Vishnu Nikam**, as well as encumbrances, if any, known to the Promoter or the Land Owners in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and has also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

8. SPECIFICATIONS AND AMENITIES:

8.1 The Specifications and amenities of the Residential Apartment to be provided by the Promoter in the said project, in the said Residential 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

buildings/wings and considering to maintain the stability of the buildings/wings and internal structures, the allottee/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 Promoter there shall be no customization permitted inside the said 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/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 there under 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 Promoter with such permissions and approvals which would enable the Promoter 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 for time being in force. The Allottee/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/they shall be liable for any further action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter shall not be held responsible in any manner towards compliance with the necessary formalities which are to be carried out by the Allottee/s.

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

10. POSSESSION OF THE RESIDENTIAL APARTMENT:

10.1. Schedule for possession of the Residential flat – Apartment: -

(a) The Promoter agrees and understands that timely delivery of possession of the Residential Apartment is the essence of the Agreement. Subject to the receipt of full consideration/total price, dues of the Promoter and taxes from the Allottee/s , the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Residential Apartment ANY TIME ON OR BEFORE 30th December 2022. This date is as per the MahaRERA uploaded Completion date but the actual possession will be much before this date and the Promoter has clearly informed the Allottee/s that the letter of progress along with the demand letter has to be always considered for the Payments and the Possession in the similar sequence.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Residential 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 Residential Apartment is to be situated is delayed on account of force majeure as mentioned below.

(i) The Allottee/s has/have committed any default in payment of installments

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

(iii) War, civil commotion, any major pandemic situation like Lockdown by the State Government or Central Government for situations like the pandemic COVID-19 in this case the period of completion may be extended by two-three times of the lockdown period as it takes time to re gear the project again back to action or any act of God beyond the capabilities of human mankind.

(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 Promoter.

(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 Promoter as the said project contains modern amenities and facilities.

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

(b) The Promoter herein will complete the construction of the entire project in which the said Residential Apartment is situated on or before 30th December 2022. After

completion of construction in respect of the said Residential flat / Apartment the Promoter herein will inform in writing by email / courier / WhatsApp to the Allottee/s that the said Residential Apartment is ready, and on receipt of such letter the Allottee/s herein shall inspect the said Residential Apartment and get himself/herself/themselves satisfied according to the terms and conditions of this agreement.

(c) After the Allottee/s is/are satisfied herself/himself/ themselves as aforesaid, at his/ her/their request the Promoter herein shall hand over the possession of the said Residential Apartment to the Allottee/s on payment of all dues payable by the Allottee/s without any default. If the Promoter fails to deliver the possession within prescribed period as described hereinbefore, the Allottee/s will be entitled for the amount of compensation as stated herein above similar to the delayed payment for the amounts paid towards Residential Apartment till the delivery of the possession.

(d) It is further agreed between the parties hereto that, after receiving the possession of the said Residential Apartment by the Allottee/s in pursuance of this clause, the Allottee/s herein shall not be entitled to raise any objection or to demand refund of any amount on any ground whatsoever from the Promoter.

(e) It is further agreed between the parties thereto that, on receipt of possession of the said Residential Apartment, it shall be presumed that Allottee/s herein has/have accepted the said Residential Apartment on as is where is basis and the same has extinguished his/her/their rights as to raise any objection or complaint in respect of internal amenities, workmanship etc. in the Apartment.

(f) The Promoter 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/s has demanded the same before receiving the completion/ occupancy certificate. Only after receipt of the Completion / Occupancy Certificate the Allottee/s shall be entitled to use and occupy the said Residential Apartment for its intent of residing/residential purpose.

(g) If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter

shall refund the Allottee/s the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 The Allottee/s further agree that even where 'substantial completion' of works has been done, the final possession of the said Residential Apartment shall be given only after receiving Occupancy/ completion certificate from the competent authority. The term 'substantial completion' would mean works sufficient for occupation of the Residential Apartment. However, in the interim if the Promoter is not allowed by the Allottee/s or any person on his/her/their behalf to complete the remaining portion of the works, then it shall be deemed that the Promoter has carried out the remaining works.

10.3 Failure of Allottee/s to take Possession of Residential Apartment –

(a) Upon receiving a written intimation from the Promoter as per the clause mentioned herein above, the Allottee/s shall take possession of the Residential 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 Residential Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided and mentioned herein above, in such an event, the Allottee/s shall be liable to pay interest on the remaining balance payment @ 24% (Twenty Four Percent) per annum. The rate of 24% (Twenty Four Percent) per annum on the balance payment is applicable only after completion / occupancy certificate is received by the Promoter and the Residential Apartment is complete for occupation / residing. In the case the Allottee/s is not able to clear the balance payment within 03 (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 Promoter is at liberty to terminate these presents and return the amounts received from the Allottee/s without any interest within 09 (Nine) months of such termination or the sale of the Residential Apartment whichever event happens later. The Allottee/s agrees that, where the Promoter has to terminate the agreement of allotment, then the Promoter shall recover from the Allottee/s one time cancellation charge of Rs. 2,00,000/- (Rupees Two Lakhs only).

(b) After taking possession, the Allottee/s shall use the Residential 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 vehicles.

10.4 (a) The Allottee/s alone along with family and relatives shall use the said Residential 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 Residential 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, crèche, babysitting, doctor's clinics, professionals office, or any other commercial, semi commercial or other than residential activity or for any illegal or immoral purpose. Any act of the abovementioned activities will lead to serious consequences and the Promoter or the Association of Apartment immediate legal steps shall be taken to prevent continuation of such change of user and also a Penalty of **Rs. 50,000/- (Rupees Fifty Thousand Only)** per month will be imposed until such activity is stopped.

(b) The Allottee/s shall use their allotted parking space/s (if any allotted to them) only for the purpose for parking the Allottee/s owned personal two / light four wheeler vehicle but the Allottee/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/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 Promoter till handing over the administration to the Association of Apartment and thereafter from the managing committee of such Association of Apartment. The Promoter shall not be held responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any Residential Apartment in the project after the said project has been handed over to such Allottee/s or the Association of Apartment by the Promoter. It is very clearly understood by the allottee/s that allotted parking in this agreement is the only parking he/she/they are allowed to use for their personal parking only. The Allottee/s can never ever in their life time enclose the said parking allotted to him/her/them from any side or convert it into any kind of store room, godown, etc. The allotted parking has to be always open from all sides and use strictly for vehicle parking purpose only as mentioned above.

10.5 That the Allottee/s unconditionally agrees that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said buildings and the said land there under and not thereafter.

10.6 Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Residential Apartment:-

(i) in accordance with the terms of this Agreement duly completed by the date specified herein; or

(ii) due to discontinuance of business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/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 Residential Apartment without any interest within 180 (One Hundred Eighty) days after receiving an application in writing from the Allottee/s requesting for withdrawal.

11. TERMINATION OF AGREEMENT:

11.1 (a) Without prejudice to the right of Promoter to charge interest as per the terms mentioned herein above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments (three defaults means even if one single installment is not paid for three consecutive months), the Promoter will send three reminders for consecutive three months and on still not receiving the payment with interest as applicable written herein above, the Promoter shall at his own option terminate this Agreement and refund the payment received after deducting 10% cost of the Residential 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/s before the registration of this document and it has been agreed by the allottee/s for the implementation of this clause without any hindrance.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD/ courier/ book post at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/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/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 Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 180 (One Hundred Eighty) days of the termination, the installments of sale consideration of the Residential Apartment which may till then have been paid by the Allottee/s to the Promoter after deducting the agreed amount as mentioned herein above.

(b) It is also agreed by and between the parties hereto that upon the termination of this agreement, and after deducting 10% (Ten Percent) amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/s the installments or payments which the Allottee/s might have paid to the Promoter till that point of time but without any interest, the aforesaid amount shall be paid by the Promoter to the Allottee/s by cheque within 180 (One Hundred Eighty) days, or a post- dated cheque of 180 (One Hundred Eighty) days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Promoter shall on day one of notice, be entitled to resale the said Residential Apartment and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in its sole discretion as it thinks fit. In case the Allottee/s has/have taken/availed any housing loan from any financial institution or bank then in case of such termination/cancellation of the said Residential Apartment by the Promoter, 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 Promoter, the same amount along with interest shall be paid by the Promoter to the said financial institution / bank directly and only the difference of payable amount to the Allottee will be paid which is balance after paying the financial institution/ bank and the deduction towards the deduction earnest amount will be paid back to the Allottee.

11.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Residential Apartment between the Promoter and Allottee/s herein terminated

as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/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

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

12.2 The interpretation of word defect is only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Residential Apartment 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/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 Residential 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.

12.3 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. 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/s to continue warranty on the products/ equipment used inside the Residential Apartment by renewing the annual maintenance contract at his/her cost and it is the responsibility of the 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 Promoter automatically becomes void.

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

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

12.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/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 used, in the structure built of the shop/flat/apartment/building/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF ORGANISATION OF RESIDENTIAL APARTMENT HOLDERS:-

13.1 Considering the Promoter 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/s (such as a co-operative housing society) which may be permissible to be formed under prevailing local laws as may be applicable to the said project, which the Promoter

has conveyed to the allottee/s and feels that this is suitable for the Residential Apartment holders in the said project which is under construction on the said land.

13.2 The Allottee/s along with other Allottee/s of Residential Apartment in all the buildings shall join in forming and registering the said Association of Apartment to be known by/ necessarily consist of the project name **"SAMRAAT GOKULDHAM**" and for this purpose the Allottee/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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Association of Apartment of Allottee/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter for registering the Association of Apartment, the Promoter shall not be liable for any delay in the formation of the Association of Apartment, as the case may be and if the allottee/s neglects or any of the Allottee/s continues to neglect for a period of 04 (four) months, then the Promoter 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 Residential Apartment holders to have signed and given the necessary documents. No objection shall be taken by the Allottee/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 Promoter shall, within 06 (six) months of completion / occupation certificate received for the last building/construction/phase cause to be conveyed and permanently transferred to the said Association of Apartment, all the right, title and the interest of the Vendor/Lessor/Original Land Owners and/or the Promoter in the project land on which the buildings with multiple wings or buildings shall have been constructed. In the event of the Allottee/s failing/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter by the Allottee/s, the Promoter 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/s continues for a period of 04 (four) months, then the Promoter shall be relieved of their aforesaid obligation, which shall thereafter be responsibility of tenement holders.

14. PAYMENT OF TAXES, CESSES AND OUTGOINGS ETC:-

14.1 The Allottee/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 Residential Apartment and the Promoter has excluded the applicable GST on the day of each payment in the agreed Lump-Sum price/cost of the Residential Apartment which is agreed by the Allottee/s, 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/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 Promoter herein and enable the Promoter to deposit/pay the same to the Central Government / State Government. The Allottee/s has been clearly made to understand that the applicable GST as on date of agreement is excluded in the Lump Sum cost/price of the Residential Apartment, but if there is any increase in the GST or any other taxes in the future date from this agreement then the difference of the amount towards GST or any other tax, if levied, by the local authority / State/Central government then the difference of such amount will be paid separately by the allottee/s over and above the agreed Lump Sum price/cost of the said Residential Apartment. The same is clarified more elaborately in clause no. 14.2 below.

14.2 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/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Residential Apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, taxes, cost and consequences.

14.3 Provided that the Promoter shall provide to the Allottee/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.

14.4 Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Residential Apartment is ready for use and occupancy, the Allottee/s shall be

liable to bear and pay the proportionate share (i.e. in proportion to the area of the Residential 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/s shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promoter. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to "Shweta Buildwell Corporation" provisional monthly contribution as of as mentioned above for five years towards the outgoings expenses as mentioned herein above. The amounts payable by the Allottee/s to the "Shweta Buildwell Corporation" shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above.

14.5 The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above. The Promoter 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 for corpus fund (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of Apartment, as already mentioned herein above.

14.6 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/s of the said Residential Apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Residential Apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

15. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee/s shall on or before delivery of possession of the said flat / apartment shall pay to the Promoter, the following amounts along with GST payable thereon.

(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. _____ as Deposit/payment/charges towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.

(iv) Rs. _____ as payment towards infrastructure charges.

(v) Rs. _____ as payment towards monthly maintenance paid before possession towards maintenance for per year for 5 years.

(vi) Rs. _____ towards corpus fund.

The details of the all the above amounts and its utilization has been clarified in this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

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

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

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

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee/s and the Allottee/s is aware that professional liability have been undertaken by them individually along with the Promoter which shall prevail on these consultants individually or cumulatively along with the Promoter if there is any loss/ harm that is caused to the Allottee/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 Promoter has been and shall, at all times, comply with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Residential Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

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

k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the Occupancy / Completion Certificate received from the Nashik Municipal Corporation, Nashik for the particular building/wing which is the subject matter this present and formation of 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. COVENANTS AS TO USE OF SAID RESIDENTIAL APARTMENT:-

The Allottee/s or himself/themselves with intention to bring all persons into whomsoever hands the Residential Apartment may come, hereby covenants with the Promoter as follows for the said Residential Apartment and also the said project in which the said Residential Apartment is situated.

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

b) Not to store in the Residential Apartment as mentioned in schedule-II any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Residential 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 Residential Apartment is situated, including entrances of the building in which the Residential Apartment is situated and in case any damage is caused to the building in which the Residential Apartment is situated or the Residential Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach.

c) To carry out at his own cost all internal repairs to the said Residential Apartment and maintain the Residential Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated or the Residential 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/s committing any act in contravention of the above provision, the Allottee/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 Residential 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 Residential Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Residential Apartment is situated and shall keep the portion, sewers, drains and pipes in the Residential 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 Residential

Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of light weight cement blocks & walls, slabs or RCC, RCC Pardi or other structural members in the Residential Apartment without the prior written permission of the Promoter , 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 if any insurance of the project land and the building is done in which the Residential 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 Residential Apartment in the compound or any portion of the project land and the building in which the Residential Apartment is situated.

g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter , his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Residential 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 Residential Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

i) The Allottee/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 Residential Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and until the conveyance of the said Residential Apartment is done in the name of the allottee/s. It has also been clearly discussed and informed to the Allottee/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 Residential Apartment has been sold as a single unit/entity and cannot be sub broken ever in its lifetime.

j) The Allottee/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 Residential Apartment 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/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 Residential 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 project buildings is executed in favour of Association of Apartment, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said 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/s shall indemnify and keep indemnifying the Promoter 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/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 Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.

n) That nothing herein contained shall construe as entitling the Allottee/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/s to the Promoter in this regards.

o) That the parking spaces sold to the Allottee/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/s and the same has been agreed by the Allottee/s.

Both the parties hereby agreed for the following covenants -

(i) SPECIFIC COVENANTS :

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

b) The Allottee/s shall not be entitled to carry out any modification or changes in the said Residential Apartment during or after the construction of the said Residential Apartment without the prior written permission and consent of the Promoter, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Promoter 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 Allottee/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 Residential Apartment and the Allottee/s after taking possession thereof shall permit the Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance through their Residential Apartment and or on their parking (if any allotted) for the same the Allottee/s shall temporary remove his/her/their vehicles from the car parking to carry on the maintenance works and repairs.

d) The Allottee/s herein admits and agrees to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/s under this agreement to the Promoter and to execute the conveyance in respect of the said Residential Apartment on completion of construction thereof, to grant possession of such Residential Apartment. The grant of completion/occupancy certificate by the concerned authority, in respect of the said Residential Apartment shall be conclusive proof as to completion of construction of the said Residential 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/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies cost and consequences.

f) The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of Residential Apartment to whomsoever the Promoter 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/s 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.

g) 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 Residential Apartment. The Allottee/s shall have no claim save and except in respect of the said Residential Apartment hereby agreed to be sold to him/her/them and all common gardens, side margin spaces, club house, gymnasium, children play area, Lord Hanuman Mandir etc. will remain the property of the Promoter until the said land and all project buildings are 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 Association of Apartment.

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

i) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Residential Apartment in the project, all the power, authorities and right of all the unsold Residential Apartment in the entire said project and any additional addition, if any, to the project herein shall always be with the Promoter only and the Promoter will always have over all right to dispose off all the unsold Residential 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 Promoter will alone have the entire right to collect all the consideration from such disposed Residential Apartment, parking space, terrace, etc. The Promoter will also have the singular right to collect amount from the sold Residential Apartment before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/s or any other

tenement holder in the building or members of the 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 Promoter herein in respect of the unsold Residential Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

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

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

l) If any space open to sky adjacent to the Residential Apartment approved as adjacent terrace or attached terrace on any floor or top terrace above any Residential Apartment , has/have been allotted by the Promoter to the Allottee/s of any Residential Apartment in the wing/ building/s, such respective Allottee/s and occupier of such Residential Apartment shall enjoy using the same as his/her/their 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/s or Occupier of Residential Apartment holders in the wing/ building/s commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/s or occupier and recover the cost of removal from such allottee/s or occupier. In light of this condition, the Allottee/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 Residential Apartment, if any.

m) The Allotee/s shall offer his/her/their unconditional support to the Association of Apartment Owners for compliances as required by local/state/central government including semi-governmental agencies and also the pollution control board for operation of the sewerage treatment plant / Water treatment plant, rain water harvesting etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoter 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.

n) The Allottee/s is aware that the attached terraces/balcony/dry balconies of some apartments shall either be partially covered or directly exposed to sky and the allottee/s shall not have any right to either partially or fully cover the said terraces/balcony/dry balconies in whatsoever manner.

o) In case after the possession of the said Residential Apartment is handed over to the Allottee/s and the Allottee/s wants to let out or rent or lease or give on leave and license basis the said Residential Apartment, then in such an event, the Allottee/s shall inform in writing to the Promoter or the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. (No Objection Certificate) from the Promoter and subsequently the Association of Apartment and only after receiving the N.O.C. (No Objection Certificate) the Allottee/s can rent out, lease etc. the Residential Apartment. The Allottee/s and the Licensee of the Leave and license/ occupier of the Residential 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.

p) "SAMRAAT GOKULDHAM" project is a large project with a lot of amenities and facilities. The possession of the Residential Apartment in the project will be delivered to the respective allottee/s after completion of the construction of the Residential 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/s that the common facilities/ amenities of the project will be completed as mentioned hereinabove and thereafter will be handed over to the Association of Apartment.

q) It shall be the duty of the Allottee/s to take insurance cover for the said Residential Apartment as may be required by him/her/them or under law or as per any financial institution if he/she/they has borrowed any loan against the residential apartment.

r) It is clearly stated and understood by the Allottee/s that the Residential Apartment 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/s if demands the possession for fit out after the Residential 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/s as per the guidelines of the Promoter / the Association of Apartment. The allottee/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 / use in the Residential Apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/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 cheque and corpus fund cheque etc. as stated herein above and only after receiving all these payments and the only after the payments being reflected of having received in the bank account of the promoter, the Promoter will give in writing the letter of possession for fit out. It is also very clear with the allottee/s that the letter of possession for fit out does not grant him / her/ them the right to stay/ occupy the Residential Apartment.

s) The Allottee/s 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/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 Promoter as per its sole discretion and subsequently the Association of Apartment and the Allottee/s do also agree to abide by the revised Rules and Regulations which will be applicable on the given day.

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

a) The Promoter herein has reserved the right to amalgamate the adjoining lands with the project land for effective development. In the event of the amalgamation, the Promoter shall have the absolute right to utilize the benefits of additional FSI which shall be generated thereby, and in such an event the term 'project' shall mean the project encompassing the additional construction which shall be permissible owing to the amalgamation of lands and 'buildings' shall include further buildings as may be permitted.

b) The Promoter herein has specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoter 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/s or any Builder or occupier of the Residential 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/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the

Promoter herein have agreed to allot and sell the said Residential Apartment to the Allottee/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.

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

d) The Promoter herein is providing amenities / material / plant and equipment facilities in common area like elevators, electric rooms, CCTV camera with footage recording and monitoring system, garden, gymnasium, club house, play area with few equipment for the Residential 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 Promoter 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 said body shall then set its own norms for use of Common amenities. It is further agreed that the Promoter 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.

18. 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 Promoter 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 Promoter and further erect or affix Promoter 's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s, or all the Allottee/s, member of the Association of Apartment or the Association of Apartment are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is also an essential and important condition of this Agreement for Sale.

19. 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 Residential Apartment. This agreement may only be amended through written consent of the Parties.

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

The Allottee/s hereby agrees to purchase the Residential Apartment on the specific understanding that his/her/their right is only to 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 Apartment or the maintenance agency appointed by it and performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

21. MEASUREMENT OF THE CARPET AREA OF THE SAID RESIDENTIAL APARTMENT:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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 gap of 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 Promoter shall refund the excess money paid by Allottee/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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/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 Residential Apartment and submitting the said details. The fees to the appointed architect will be borne 50:50 between the Allottee/s and the Promoter.

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

(i) 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 transferees/ assignees/s of the Residential Apartment, in case of a transfer, as the said obligations go along with the Residential Apartment for all intents and purposes.

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

23. REGISTRATION OF THIS AGREEMENT:

The Promoter 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/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

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

(a) The Allottee/s alone shall bear and pay the entire stamp duty, registration fees and the Local Body Cess and all other incidental charges etc., in respect of this agreement and all other agreements in pursuance hereof and shall bear and pay the proportionate share in respect of stamp duty, registration fees and the Local Body Cess and all other incidental charges payable in respect of indenture of transfer of project land and structures unto the Association of Apartment i.e. the organization as may be formed in which the Allottee/s will be the member.

(b) The Allottee/s alone shall pay to the Promoter 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 Promoter 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. This said sum is not a part of the Lump Sum cost/price and has to be paid separately.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Sale, waive the breach by the Allottee/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/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

25.2 Failure on the part of the Promoter 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.

26. SERVERABILITY

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or Rules and Regulations made there under 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.

27. PLACE OF EXECUTION

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

28. NOTICES

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

Name & Address of Allottee/s

(1) _____

(2) _____

R/At: _____

_____

Notified email id: _____

Notified email id: _____

Name & Address of Promoter

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

Samraat Head Quarters, Plot No.A-33, 7th Lane, NICE Area,

MIDC Satpur, Nashik 422007

Notified Email ID: crm@samraatgroup.com

Notified Email ID :customercare@samraatgroup.com

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

29. JOINT ALLOTTEE/S; TRANSFERRES; EASEMENT HOLDERS:

(a) In case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/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. Also the same letter will be forwarded on all the email IDs notified above and will be considered as properly served to the Allottee/s.

(b) 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/s of the Residential Apartment, in case of a transfer, as the said obligations go along with the Residential Apartment for all intents and purpose.

(c) The Allottee/s, the subsequent allottees as the case may be agree that they shall not object to any easement rights that needs to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly

stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Residential Apartmentpurchased by him any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

30. GOVERNING LAW

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.

SCHEDULE - III

Specifications of the said Flat / Apartment

Living & dining

- Main door 32 mm both side laminated flush door Make & Brand - Kalpataru, manufactured by V.K. Patel & Co., Bhiwandi.
- Stainless steel fittings and hinges on the main door are locally made.
- Vitrified flooring (1200 x 600 mm) in living & dining room Make & Brand – By SIMPOLO.
- Aluminum sliding window to access the terrace attached to the living room 4 mm ST-167 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 –Asian Paints/ New World.
- Modular switches of Make & Brand **Schneider**, manufactured by **Schneider** Electricals.
- Wiring of SYSKA wiring And Cables/ Equivalent Make.
- 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 (1200 x 600 mm) in living & dining room Make & Brand – By SIMPOLO.
- 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
- Exhaust fan in kitchen Make & Brand RR /Equivalent Make.
- 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

- 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.
- Mortise lock to all toilets Make & Brand Godrej , manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai
- Concealed Plumbing.

Bedrooms

- Vitrified flooring (1200 x 600 mm) in living & dining room Make & Brand – By SIMPOLO.
- Bedroom door - 30 mm both side laminated flush doors. Make & Brand Kalpataru, manufactured by V.K. Patel & Co., Bhiwandi.
- Mortise lock to all toilets Make & Brand Godrej , manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai
- Emulsion paint in Bedroom. Make & Brand Asian Paint / New World.
- Modular switches of Make & Brand **Schneider**, manufactured by **Schneider** Electricals.
- Wiring of SYSKA wiring And Cables/ Equivalent Make.
- One TV & telephone points in all bed rooms.
- 3 (Three) Track Aluminum Sliding Windows with aluminum Net & 4 mm Toughened glass ST-167 for lower fixed portion and clear annealed glass for sliding portion 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 PROMOTER 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 PROMOTER 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.

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 elevatorsin 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 Promoter 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 Promoter 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 Promoter 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 Promoter 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 **"Promoter "**)
Shweta Infrastructure and Housing (I) Pvt. Ltd.,)
by the hands of its _____)
_____) _____
duly granted pursuant to the resolution of the board)
of directors dated 11/06/2020)

SIGNED SEALED AND DELIVERED
by the within named "**THE CO-PROMOTER/LAND OWNERS**"
BLOSSOM CONSTRUWELL PVT. LTD.,
Through its Directors
1. Mr. DINESHMULJIBHAI PATEL
2. Mr. JITENDRA MANJI PATEL
Through their Power of Attorney Holder
Shweta Infrastructure and Housing (I) Pvt. Ltd.,
by the hands of its _____)
_____) _____
duly granted pursuant to the resolution of the board)
of directors dated 11/06/2020)

SIGNED SEALED AND DELIVERED
by the within named **"Allottee/s"**

(1) _____) _____

(2) _____) _____

In the presence of:

(1)Signature: … … … … … … … … … … … … (2)Signature: … … … … … … … … … … … …

Name:
Address : A-33, 7th Lane, NICE Area,
MIDC, Satpur, Nashik –422007

Name:
Address : A-33, 7th Lane, NICE Area,
MIDC, Satpur, Nashik - 422007

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/ 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/s

Annexure XII

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 /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 /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 /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 /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/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 /s 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/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/s are requested to have a shower before entering the splash pool.
5. Allottee/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/s are not allowed to invite their friends or guests to utilize the Splash pool. allottee /s 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 Promoter 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/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 /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 /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 /s 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 and his family and guests.