II SHREE II STAMPS : RS. _____

READY RECKNER CHART NO.	:	4 - 2 (AMBAD KHURD - 2019-20)
GOVT. RATE OF THE FLAT	:	RS. 30,700=00 PER SQ. MTR.
GOVT. RATE OF THE PLOT	:	RS. 11,400=00 PER SQ. MTR.
CONSTRUCTED AREA OF FLAT	:	_____ SQ. MTRS. (CARPET)
(THE USABLE AREA OF THIS FLAT IS		_____ SQ. MTRS. CARPET)
CONSIDERATION OF THE FLAT	:	RS. _____
MARKET VALUE OF THE FLAT	:	RS. _____
STAMP DUTY OF THE FLAT	:	RS. _____
REGISTRATION FEES OF THE FLAT	:	RS. _____

A G R E E M E N T O F S A L E

THIS AGREEMENT OF SALE is made and executed at Nasik on this ___ th, the day of DECEMBER' 2019.

Nature of the Document	Agreement of Sale
Registration details	Registrable / Non Registrable.
Registrable Name of S. R. O.	Registrable - Nashik - 4.
Property Description in brief	Survey No. : 222 / A / 1 / PLOT / 20, Plot No. 20 (Twenty) FLAT NO. _____ (_____), _____ Floor, Carpet : _____ Sq. Mtrs. (_____ Sq.Fts.) Usable area is : _____ Sq. Mtrs. Carpet. Samarth Residency - Ambadkhurd.
Consideration Amount	Rs. _____ (Rs. _____ only)
Stamp Purchasers Name	MR. _____ (PAN NO. : _____) (AADHAR NO. : _____)
Name of the other Party	VINAYAKA BUILDERS, A Prop. Concern through it's Prop. - MR. SAGAR PRAKASH BURHADE. (PAN NO. : ANQPB 2755 A) (AADHAR NO. : 9875 2726 0999), (RERA REGN. NO. : P 51600021567)
By hand (If, through name & address)	Self.
Stamp duty amount (in words)	Rs. _____ (Rs. _____ only)

B E T W E E N

VINAYAKA BUILDERS, (RERA REGN. NO. : P 51600021567), A Prop. Concern, through it's PROP.– MR. SAGAR PRAKASH BURHADE, (PAN NO. : ANQPB 2755 A), (AADHAR NO. : 9875 2726 0999), Age : 34 Years, Occupation : Business, having it's Office at C-11/12, First Floor, City Plaza, Near Kalika Mandir, Old Agra Road, Nasik 422002. Hereinafter referred to as the " VENDOR / BUILDER / LAND OWNER / PROMOTER " (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal Heirs, Executors, Administrators, Assignees, Successors, Representatives, etc.) of the FIRST PART.

A N D

MR. _____, (PAN NO. : _____), (AADHAR NO. : _____), Age : ____Years, Occupation : _____, R/o _____ _____.Hereinafter referred to as the " PURCHASER / ALLOTEE " (which expression shall unless it be repugnant to context or meaning thereof mean and include their legal Heirs, Executors, Administrators, Assignees, Representatives, Successors, etc.) of the SECOND PART.

WHEREAS the Vendor / Promoter is the absolute and exclusive owner and otherwise is well and suffrciently entitled to all that piece and parcel of the land situated at Village Pathardi, Tal. Dist. Nashik, more particularly described in the first schedule written hereunder and hereinafter refereed to as the SAID PROPERTY.

WHEREAS the property mentioned in Schedule–I, i. e. Plot No. 20, lying and being and situated at village Ambadkhurd, within the limits of Nashik Muncipal Corporation, Nasik is owned by the Vendor / Buildedr / Land Owner / Promoter i. e. Vinayaka Builders, through it's Prop. - Mr. Sagar Prakash Burhade, who has purchased above said non agriculture plot from Mrs. Vasudha Vidyadhar Padhye by sale deed dated : 09-02-2018. The above said sale deed has registered in the office of the Joint Sub Registrar, Class-II, Nasik-4 at Sr. No. 1326 on 12-02-2018. The name of Plot Owner / Builder has registered in the owners column of 7/12 extract by M. E. No. 11901. Hence, being as the Owner, he has every right to take benefit from it by way of constructing residential / commercial units / shops / flats on the same. Accordingly he has decided to develop said property in their own name and style. For said purpose and convenience, the Vendor / Builder has also purchased the T.D.R. totally admeasuring 10-13 Sq. Mtrs. by sale deed, dated 29-05-2018 & said sale deed has registered in the office of the Joint Sub Registrar, Class-II, Nasik-5 at SR. NO. 4117 on 29-05-2018. Hence, as decided by himself, the Vendor / Promoter has prepared the building plan on the said property.

AND WHEREAS the Vendor has entered into a standard agreement with the Architect registered with the Council of Architects and the Vendor has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor shall accept the professional supervision of Architect and the Structural Engineer, till completion of the building.

AND WHEREAS the plans for construction of building consisting of residential / commercial units is approved by Executive Engineer (Town Planning) Nasik Municipal Corporation, Nasik by it's Sanction of Building Permit and Commencement Certificate No : LND / BP / Ambad / DCR / 1121 / 2019, Dated : 30-05-2019.

AND WHEREAS the title of Owner to said plot is clear and marketable and certificate for the same is issued by Advocate. The said building plan and specifications are displayed for inspection at the site and also in the office of the Vendor / Builder.

The said property has converted into non agriculture use by the Collector, Nasik, vide his Order No. : RB / DESK – III / LNA / SR / 92 / 81, Dated : 23-03-1981.

The layout of said plot has approved by Nasik Municipal Corporation, Nasik by it's letter No. : RB / AMBAD / 475, Dated : 06-02-1981.

AND WHEREAS the Allottee is offered an Apartment, hereinafter Apartment's referred to as the said unit in the Building called as " SAMARTH RESIDENCY ". Here in after referred to as the said 'Building' being constructed on the said property, by the Vendor / Promoter, said apartment is more particularly described in the second schedule / Annexure-A written hereunder.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the RERA with the Real Estate Regutation and Redevelopment Act, 2016 with the Real Estate Regulatory Authority under REGISTRATION NO. : P 51600021567 has aanexed. This project is of ground + Four floors, having sixteen flats and four shops, hence, totally containing twenty units.

AND WHEREAS Promoter has appointed a structural Engineer - MR. SAVANT ASSOCIATES, having office at : Shop No. 1, Nirman Vihar, Vise Mala, College Road, Nashik–422005 for preparation of structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and structural Engineer till completion of the building.

AND WHEREAS by virtue of the above saledeeds, the Promoter have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and plans, designs and specifications prepared by Promoter's Architect - MR. SAVANT ASSOCIATES, having office at : Shop No. 1, Nirman Vihar, Vise Mala, College Road, Nashik–422005 and of such other documents as are specified under the Real Estate (Regufatfon & Development Act 2016 (heretnafter referred to as " the sald Act ") and the Rules and Regulations made hereunder ;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of the property card or extract of Village Forms VII and XII or any other revenue record, showing nature of title of Promoter to the project land, on which, Apartments are constructed or are to be constructed have annexed hereto and marked as Annexure 'A' and 'B',respectively.

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

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

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

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

AND WHEREAS the Promoter has accordingly commenced the construction of the said building in accordance with said sanctioned plan.

AND WHEREAS the purchaser/s has shown conditions of contracts with the Vendors / contractors and workmanship and quality standards of product / fittings and furnitures as agreed between promoter and the Vendors & on independently verifying the same, the purchasers has now agreed the same as conditions mentioned in these contracts and that the purchasers agrees to abide by the same failure of which shall absolve the promoters to that extent.

AND WHEREAS Allottee has applied to Promoter for allotment of the **FLAT NO. ___ (_____)**, in the above said building, being constructed in the said Project "" **SAMARTH RESIDENCY** ".

AND WHEREAS the area of said Apartment is **CARPET AREA _____ SQ. MTRS.** and " CARPET AREA " as per " RERA " means, the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shaft, excluding balcony or varanda area and excluding open terrace area, but, includes the area covered by internal partition walls of apartment. Whereas, the actual usable area of the above said flat is **admeasuring : _____ Sq. Mtrs. Carpet.**

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items,fixtures and fittings of the same and have been annexed and marked as Annexure-G.

AND WHEREAS notwithstanding anything stated in any other document / allotment / letter given or communicated with the purchasers anytime prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis, for which, the said premises is agreed to be sold to the purchasers.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which, finance has taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of allotted in respect of his premises in the said project.

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

AND WHEREAS the purchaser/allottee has independenfly verified the tilte of the said land, building plan, the specifications and amenities to be provided in the said building and common facilities as detailed by the promoter and the purchaser / allottee is satisfred about the same and after his/her satisfaction, the purchaser has agreed to purchase the apartment from the Promoter / Vendor.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and Allottee hereby agrees to purchase Apartment and the garage/covered parking (if applicable) as described herein after.

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

AND WHEREAS prior to execution of this agreement, the Allottee has paid to the Vendor / Promoter a sum of **Rs. _____ (Rupees _____ only) by cash on - -2019,** as part amount of consideation of said flat and agreed to be sold by Promoter to the Allottee, (the payment and receipt whereof the Promoter hereby admit and acknowledge). Thus, the Vendor / Promoter has received the entire amount of consideration of the above said flat from the Allottee.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWTEEN THE PARTIES HEREBY AS FOLLOWS:-

1. The Promoter has constructed the said building/s consisting of flat on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present. Provided that the promoter shall have to obtain prior consent of allottee, in respect of variations or modifications, which may adversely affect the apartment of allottee, except any alteration or additions required by any Govt. Authorities or due to change in law.

1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to Allottee **FLAT NO. ___ (_____),** admeasuring _____ **SQ. MTRS. Carpet** area and absolute ownership an usable area of Balconies / utility / C / B / Otta in the said building, Whereas, the actual usable area of the above said flat is admeasuring : _____ Sq. Mtrs. Carpet. (hereinafter referred to as " the Apartment ") as shown in the floor plan thereof hereto annexed and marked Annexures-E for consideration of **Rs. _____ (Rupees _____ only)** and proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, which are more particularly described in the Schedule annexed herewith.

1 (b) The consideration amount for said Flat is **Rs. _____ (Rupees _____ only)**

1 (c) The Allottee has paid before execution of this agreement a sum of **Rs. _____ (Rupees _____ only) by cash on _____2019 as part amount of consideration and remaining amount of Rs. _____ (Rupees _____ only) as remaining amount of consideation of the above said flat to the Vendor / Promoter up to 00-00-0000** and after receipt of full amount of consideration of the said flat, **Vendor will deliver the possession of said flat to the Purchaser as per " RERA " Act.**

The Vendor / Promoter will deliver the possession of said flat to the Purchaser after receiving of full amount of consideration of the said flat. The date of possession is as per " RERA ". If, the Purchaser / Allottee has delayed the remaingin amount of consideration of the said flat, then, date of possession will be postponed automatically and Vendor / Promoter should not be hold responsible for the same.

1 (d) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Cess or any other similar taxes, which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. The Purchaser will pay every type of taxes and any other taxes, which has imposed or to be imposed by the State and Central Govt and any other local statutory body.

1 (e) The Vendor shall construct Flat on said property as mentioned in the Schedule–I, according to plans, designs approved by concerned Local Authority & specifications annexed hereto with such variations & modifications as Vendor may consider necessary or as may be required by concerned Local Authority or the Government to be made & Purchaser has given his irrevocable consent to such variations and modifications, if, they are not affecting the said FLAT substantially and it shall be treated and considered as consent by Purchaser in writing.

1 (f) The carpet area shall be in clear dimensions from unfinished wall to unfinished wall (brick to brick) including, all the areas in the said premises balcony, otta, cupboards, internal passages etc. No deductions, shall be made for structural member of the building like columns, beams, shafts, skirtings, dadoes in the premises. Shelves in the walls at floor level shall be considered as full dimension for carpet area measurement.

1 (g) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority Locat Bodies /Government from time to time. Ttre Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., The Promoter shall enclose said notification / order / regulation published / issued in that behalf to that effect, along with, demand letter being issued to the Allottee, which shall only be applicable. The Promoter may charge the allottee separately for any upgradation / changes specifically requested or approved by the allotte in fittings, fixtures and specification and carry other facility which have been done on the allottee's request.

1 (h) The Promoter may allow, in its sole discretion, a rebate for early equal instalments payable by the Allottee by discounting such early payments as the Promotor and allottee for period by which the respective instalment has been preponed.

1 (i) The Promoter shall confirm the final carpet area that has allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, within the defined limit, then, the Promoter shall refund the excess money paid by Allottee, within forty-five days, with annual interest at the rate specffied in the Rules, from the date, when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional arnount from the Allottee as per the next milestone of the Plan. All these monetary adjustments shall be made at same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

1.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained therein, the purchasers shall not be claim possession of the said premises, the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount / deposit, GST and other taxes payable under this Agreement of the said premises to the promoters.

1.3 Howsoever for the purpose of detect liability on or towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase / wing as stated in the said Agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of he purchasers, then, the purchasers expressely absolves the promoters from same liability and specifically consent on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

1.4 Time is essence for Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to association of the allottees, after receiving the occupancy certificate or the completion certificate or both.

1.5 Similarly, the Allottee shall make timely installment and other dues payable by him / her and meeting other obligation under Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above' (" Payment Plan").

1.6 Procedure for possesslon - The Promoter, upon obtaining occupancy certificate from the competent authority and the payment made by the Allottee, as per the Agreement shall offer in writing, the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within thirty days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee, in case of failure of fulfilment of any of the provisions, formalities, documentation on part of Promoter. The Allottee agree(s) to pay maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer possession to the Allottee, within thirty days of receiving the occupancy certificate of the Project.

1.7 The Allottee shall take possession of the Apartment within thirty days of the written notice from the promoter to Allottee, in stating that the said Apartments are ready for use and occupancy:

1.8 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, under- takings and such other documentation as prescribed in this Agreement, and the promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time stated in clause, such Allottee shall continue to be liable to pay maintenance charges as applicable.

1.9 The Promoter shall, within three months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, Nasik, whichever is later cause to be transferred to the association all the right, title and interest of the Vendor / Promoter and / or the owners in the said structure of the Building or wing, in which, the said Apartment is situated.

1.10 The Promoter shall, within thirteen months of registration of the association of apartment owners or within thirteen months from the completion certificate from Nashik Municipal corporation, whichever is later, cause to be transferred to the association all the right, title and the interest of the Vendor / Promoter and/or the owners in the project land on which, the building with multiple wings or buildings are constructed.

1.11 Within 15 days after notice in writing is given by the promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay proportionate share(i.e. in proportion to the carpet area of the Apartment) of 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 Society or Limited Company is formed and said strucutre of the building/s or wings is transfered to it, the Allottee shall pay to Promoter such proportionate share of outgoings as may be determined.

1.12 The Allottee further agrees that till Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs 8oo/- Per month towards the outgoings. The amounts so paid by Allottee to Promoter shall not carry any interest and remain with Promoter until a conveyance / assignment of lease of structure of the building or wing is executed in favour of the association as aforesaid.

1.13 On such assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by Promoter to the Society or Limited Company, as case may be.

1.14 The above amount of consideration does not include the following expenses, which the Allottee shall on or before delivery of possession of said premises keep deposited with the Promoter, the following amounts.

1.15 The said consideration is exclusive of :-

A) Expenses for this Agreement of Sale i. e. Stamp duty, Registration Fees and engrossing of this Agreement of Sale.

b) Legal Fees for preparation of this Agreement of Sale & Deed of Apartment in future.

c) Electric & Water connections thereof with deposit there & supply thereon from main lines.

d) Proportionate expenses for boring and electric motor thereon, if provided.

e) Life time maintenance.

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

3) REPRESENTATIONS PROMOTER :-

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

i. The Promoter has clear and marketable tite with respect to the project land; the requisite rights to carry out development upon the said Land & absolute, actual, physical and legal possession of the said land for project;

ii. The Promoter has lawfull rights and requisite approvals from competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been & shall, at all times, remain to be in compliance \with all applicable laws in relation to Project, project land, Building / wing and common areas;

vi. The Promoter has right to enter into this Agreement and has not committed or omitted to perforrn any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any Agreement for Sale and / or development agreement or any other agreement with any person or party with respect to project land,including the Project & the said Apartment / Plot which will, in any manner, affect rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of tl:e common areas of the Structure to the Association of the Allottees;

x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.

xi. The Promoter has duly paid and discharge undisputed governmental dues, rates, charges and dues 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; before selling the said constructed premises to the Purchaser / Allottee.

xii. 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

4) It is further agreed by and between the parties that the Promoters shall not held liable to pay the adhoc maintenance charges for UNSOLD premises till final conveyance of said unsold premises. It is further agreed & understood between the Parties that after formation of the Orginization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the unsold flats, along with, other amenities in any manner and for such consideration, and or such terms and conditions as it may in its sole and absolute discretion and proper, to deem fit any peson or party of its choice, without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the organization shall object to or dispute to any such transaction, dealing with unsold unit. The promoters upon intimating to organization the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the organization shall forthwith accept and admit such purchasers and Flat Purchasers and shareholder/s and/or members of the organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging / recovering from such-purchasers and acquirer/s as any premium, fees, donation or any amount of whatsoever nature in respect thereof.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building, in which, the Apartment is situated may be against the rules, regulations or bye-laws or make addition in or to the building, in which,the Apartment is situated and the Apartment itself or any part thereof, without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building, in which, the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heary packages, which may damage or likely to damage the stair- cases, column, passages or any other structure of the building, in which, the Apartment is situated, including entrances, in which, the Apartment is situated and in case any damage is caused to the building, in which, the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor arry alteration in the elevation and outside colour scheme of the building, in which, the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair & condition, and in particular, so as to support shelter and protect the other parts of the building, in which, the Apartment is situated & shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and / or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building, in which, the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Governmeni and / or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Comparry or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments ttrereof that may be made from time to time for protection and maintenance of the said building and Apartments therein and for the observance and

performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perforrn all the stipulations and conditions laid down by Society / Limited Company / Apex Body / Federation regarding occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit Promoter and their suryeyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till conveyance of the project land on which,the building,in which,Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their sulveyors and agents, with or without worlsnen and others, at all reasonable times, to enter into and upon the project land or arry part thereof to view and examine the state and condition thereof.

xiii. Not to make any changes in elevation, such as enclosures in terraces, balconies, addition of grills, etc.and installations of dish antennas without the permission of the Vendor.

xiv. Not to change the windows, window grills, railings of the said flat.

6) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges ald shall utilize the amounts only for the purposes for which they have been received.

7). Nothing contained in this Agreement is intended to be nor shall be constmed as a gragt, demise or assignment in law, of the said Apartments or of the said Plot ald Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all parking spaces, lobbies, staircases, terraces recreation spaces, will, remain property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

8) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment / plot].

9) BINDING EFFECT :-

Forwarding this Agreement to the Allottee by the promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the pa5nnents due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectiffing the default, which if not rectified within 15 (fifteen days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

connection therewith, including, the booking amount shall be returned to the Allottee, without any interest or compensation whatsoever.

10) ENTIRE AGREEMENT :-

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

11) RIGHT TO AMMEND :-

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

12) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :-

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

13) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHERE- EVER REFERRED TO IN THE AGREEMENT :-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in courmon swith other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

14) FURTHER ASSURANCES :-

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

15) PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Offce, or at some other place, which may be mutually agreed between the Promoter and the Allotte, The Agreement is duly exeuted by Allottee & Promoter or simultaneously with the execution tlle said Agreement shall be registered at the offce of Sub-Registrar. Hence this Agreement shall be deemed to have executed at Nasik.

16) The Allottee and/or Promoter shall present this Agreement as well as the conveyance / assignment of lease at tl'e proper registration office of registration within the time limit prescribed by Registration Act and the Promoter will attend such ollice and admit execution thereof.

17) That all notices to be served on the Allottee & Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specilied below:

18) JOINT ALLOTTEES :-

That in case there are Joint Allottees all communications shall be sent by Promoter to the Allottee whose name appears first and at address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

19) STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser / Allottee only.

20) DISPUTE RESOLUTION :-

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

21) GOVERNING LAW :-

That the rights and obligations of the parties under or arising out of this Agreement shall be constnred and enforced in accordance with the laws of India for the time being in force and the Nashlk court will have the jurisdiction for this Agreement

22) The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all tlle following conditions : -

a) The access to the individual flat shall be as per the sanctioned plan and / or revised plan from time to time.

b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC stnrcture. The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect. The open car parking area shall not be enclosed under in any circumstances.

23) The Vendor hereby agrees to observe, perform and comply with all terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning of the said plans or thereafter.

24) The Purchaser agrees to pay aforesaid sum on due dates without default. The payment of installment as scheduled above is the condition precedent for the continuance of agreement & is essence of this Agreement of Sale between parties. The Vendor is not liable to give any intimation or notice of installment becoming due, even oral / telephonic demand is sufficient.

25) In case of, the Purchaser is not able to organize remaining amount of consideration of the said FLAT / constructed premises with time or before due date, then, the previous mutually agreed due date will be unanimously and mutually extended with the satisfaction and consent of Vendor. It is upto the discretion of Vendor / Builder, whether, to accept remaining amount of consideration from the Purchaser with interest or without interest. In this situation, the Vendor has reserved his rights of asking for revised rate of interest on delayed amount of consideration. This clause has been read & understood carefully by both parties, i. e. Vendor and Purchaser.

26) The Vendor declares that the F.S.I. available for the construction is in ratio of 1 : 1 for said plot. The Vendor has not utilized F.S.I. of said plot, elsewhere, in any other construction.

A) The F.S.I. of unsold premises or the premises not constructed shall remain the property of the Vendor. The areas excluding the staircase and landing will remain the property of becoming Apartment / Society. The right of ownership of terrace on top of the building shall

remain with the Vendor only and the Vendor may deal with the area of the terrace and other areas as he deems fit.

B) Any additional F.S.I. is made available by the Authority, the Vendor alone shall entitled to the benefit thereof.

C) The Purchaser shall not raise any objection for the utilization of F.S.I. as aforesaid by the Vendor for the construction of additional premises and the sale thereof.

27) The actual, clear, vacant peaceful possession of said Flat as described in the Second Schedule written hereunder is **not yet** delivered by the Vendor to the Purchaser before execution of this Agreement. The Purchaser is satisfied about the area of the said FLAT, quality of construction of the said FLAT and the amenities provided therein the said premises. The Purchaser has further no complaint about the same and shall never raise any objection about the same in future.

28) The Purchaser agrees to pay to the Vendor an interest as per " RERA " on all the amount from date and / or stage, they became due and payable by the Purchaser to the Vendor under terms and conditions of this Agreement. The payment of interest by way of damages is condition precedent for acceptance of delayed payment. But, it is discretionary with the Vendor, whether, to accept the delayed payment with interest or not.

29) On the Purchaser committing default in payment the amount on due date or any amount becoming due and payable by the Purchaser to the Vendor under this Agreement, including his proportionate share of taxes levied by the concerned Local Authority and other outgoings) & upon the purchaser committing breach of any of the terms and conditions herein contained, then, the Vendor is entitled to terminate this agreement at his option.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Vendor, unless and until the Vendor has given to the Purchaser fifteen days prior notice in writing (the notice being sent by Registered Post Acknowledgement Due or Under Certificate of Posting or being personally delivered to the Purchaser) of his intention to terminate this Agreement and intimating of the specific breach or breaches of the terms and conditions in respect of which, it is intended to terminate the agreement and defaults made by the Purchaser and calling upon the Purchaser to remedy such breach or breaches within the specified period after giving of such notice.

Provided further that, upon termination of this agreement as aforesaid, the Vendor shall refund to the Purchaser the installments of sale price of the said FLAT, which may till then, have been paid by Purchaser to the Vendor without interest after deducting the expenses incurred. After termination of this Agreement, the Vendor shall be at liberty to dispose off and sell the said FLAT to such person and at such price as the Vendor may in his absolute discretion thinks fit. Upon termination of this Agreement of sale, the Purchaser shall handover the document received by him to the Vendor and further agrees to register the cancellation deed. The refund of amount by Vendor and returning of the documents by the Purchaser shall be simultaneous.

Provided that the Vendor shall be entitled to reasonable extension of the time for giving delivery of said Flat, later than the aforesaid date and it is clearly and satisfactorily explained to Purchaser. In future, formalities for obtaining the completion certificate of the building has been delayed, on account of any act beyond control of Vendor / Builder, Provided always that if, the construction cannot be competed within the said period on account of act hereinabove referred, then, the Purchaser may, if the Purchaser wants to cancel and terminate this agreement and does not want to wait further till completion of the building, the Purchaser may call upon the Vendor to refund the consideration and amount paid under this agreement and the Vendor on deducting the expenses i. e. five percent of the entire amount of consideration of the said Flat, if any, refund the sum. On such refund, the Vendor is entitled to deal with and dispose of said Flat immediately, as deemed fit.

30) The Purchaser shall receive actual possession of the said Flat, after giving entire payment of all the sums to be paid under this Agreement of Sale to the Vendor. If the sums to be paid by the Purchaser, remain unpaid on demand, the Vendor has absolute right to terminate and cancel this Agreement for sale.

31) It is further agreed that, if there be dispute about the said Flat, the delivery of possession should be given, then, the Purchaser is entitled to ask for refund of money (after deducting the expenses of Vendor) without interest.

32) It is further agreed by the Vendor that :

(a) It is further made clear that the Vendor is not responsible for reasonable wear and tear of the premises.
(b) It is further agreed that as regards standard of material, opinion of the appointed Architect shall always prevail.
(c) It is further agreed that if any air cracks arised in future due to weather, the Vendor / Builder shall not be held responsible for the same.

33) There are totally sixteen flats and four shops in the above said project and one lift is provided in the same. The battery back up has also provided. The said building shall be named as the " SAMARTHA RESIDENCY ".

34) The Vendor shall not be held responsible for delay in delivering the possession of the said Flat, on account of following reasons :-

- Non availability of steel, cement & other building material, water or electric supply.
- War, Civil commotion or Act of the God.
- Any notice, order, rule, notification of Govt. and / or other public notice or competent authority.

35) This agreement shall always be subject of provisions of Mah. Ownership Flats (Regulation of Promotion of Construction, Sale, Management Transfer) Act 1963 and rules made there under or the provisions of Maharashtra Apartment Ownership Act 1970 & Maharashtra Apartment Ownership Rules 1972.

36) If the Purchaser is desirous to obtain loan from any corporation or financial institution, then, it will be liability of Purchaser to make the same available and also to bear all the expenses for additional copies of plans, agreements, certificates and property described in the Schedule-II to be purchased by the Purchaser shall only be encumbered with the liability of the loan.

37) The Purchaser admits that the Vendor is not a contractor appointed by the Purchaser. The specifications are prepared by Vendor & accepted by Purchaser. The Purchaser admits that the Vendor has already commenced, the work of the construction as per the specifications.

38) If the registered agreement will be cancelled in any unavoidable circumstances by either parties i. e. by the Purchaser or the Vendor, the Vendor will deduct Rs. 1,00,000=00 (Rupees One Lakh only) out of received amount of consideration as compensation and will refund remaining amount of consideration to Purchaser without interest as his convenience..

39) Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by the Vendor shall not construed as a waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice to the rights of the vendor to terminate this Agreement.

40) If the Purchaser / Alloottee neglects, omits or fails for any reason or whatsoever to pay to the Vendor, any part of the amount due and payable to the Vendor by the Purchaser under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time

limit specified or if the Purchaser shall in any other way fail to prefer or observed any of the conveyance and stipulations, herein contained or referred to the Vendor shall be entitled to enter upon and resumed possession of said premises and everything whatsoever therein & this agreement shall cease and stand terminated, subject to clauses mentioned above. The Purchaser herein agrees that on the Vendors re-entry on said premises as aforesaid, all rights, title and interest of purchaser in said premises and under this agreement shall ceased and that the purchaser shall also be liable for immediate ejectment as tress passer.

41) The parties hereto admit that this agreement is not between employer and employee. This Agreement is in respect of complete mentioned construction of the said flat, through the price is to be received by installments. The purchaser admits that the Vendor is not a contractor appointed by the purchaser. The specifications are prepared by the Vendor and accepted by the purchaser. The Purchaser admits that Vendor has already commenced work of construction as per specifications.

42) The Vendor / Promoter accepts that the information and legal documents provided by himself for preparation of this Agreement of Sale and related supporting testimonials are true and correct to the best of his knowledge and belief & undertakes that he shall renew the same from time to time, if found necessary. Also, the Vendor undertakes that will accept entire legal responsibility / action, about legality of said testimonials, if found incorrect and arised any discrepancy in future. However, the Purchaser undertakes that the information / testimonials provided by him for preparation of this Agreement of Sale are true and correct to the best of his knowledge and belief and undertakes that will accept entire legal responsibility / action, about legality of said testimonials, if found incorrect and arised any discrepancy in future, then, the Vendor / Builder and Advocate should not be hold responsible for the same.

43) The above said project contains one lift with battery back up and the Purchaser has to pay the Life Time Maintenance to the Vendor / Promoter.

44) The Purchaser has bear all the expenses of this Agreement of Sale e.g. Stamp duty, Registration fees, Advocate fees, misc, etc. and said Agreement of sale is binding on both of us forever and on both of our legal Heirs, Representatives, Successors and the persons claiming through us in future forever.

SCHEDULE - I

All that piece & parcel of non agricultural plot property, bearing Plot No. 20 (Twenty), admeasuring 475-00 Sq. Mtrs. out of Survey No. : 222 / A / 1 / PLOT / 20, situated at village Ambad Khurd, Taluka and District Nasik, within Registration and Sub Registration Taluka and District of Nasik, within limits of the Nashik Municipal Corporation, Nasik and bounded as follows :- On or towards

East :- By Plot No. 21.
North :- By Plot No.13.
West :- By Plot No. 19.
South :- By road.

SCHEDULE - II

All that piece & parcel of constructed property, constructed on property as mentioned in Schedule-I, bearing FLAT NO. ___ (_____), on _____ Floor, admeasuring _____ SQ. FTS. equivalent to _____ SQ. MTRS. CARPET (approx), in and situated in the said " SAMARTH RESIDENCY " and said flat is bounded as follows :- On or towards

East : By _____.
North : By _____.
West : By _____.
South : By _____.

The actual usable area of the above said flat is admeasuring : _____ Sq. Mtrs. Carpet.

SCHEDULE 'B'. FLOOR PLAN OF THE APARTMENT
ANNEXURE - A
7/12 extract.

ANNEXURE - B
TITLE CERTIFICATE
ANNEXURE - C
COMMENCEMENT CERTIFICATE
ANNEXURE - D
BUILDING PLAN.
ANNEXURE - E
AMENITIES TO BE PROVIDED IN THE SAID FLAT

ANNEXURE
AMENITIES TO BE PROVIDED IN THE SAID FLAT

1) The structure shall be RCC Frame type with panel walls of brick works.
2) External walls shall sand faced cement plastered.
3) Main door frame shall be of wood and others will be cement and flush door shutter.
4) All windows will be provided of mild steel fabricated.
5) Flooring of the said flat is of gray mosaic tiles.
6) Kitchen platform will be of black kadappa stone with built in stainless steel sink in white glazed tiles of two feets height.
7) Bath room and W.C. shall finished in dado upto 4 feets in bath and 1-6 feets level in W.C.
8) Electrification : electrification will be of casing caping with wooden block board.
9) All flats shall have drainage system as per standard rules with septic tank and soak pit
10) Each flat shall be provided with one water point in kitchen, bath and W. C. with sufficient water supply from overhead common water tank.
11) Underground and overhead R.C.C. Water storage tank facility.
12) There is a lift in the said project, The battery back up has also provided.
13) Upper terrace is common for all members of the Apartment and nobody can construct anything on the above said upper terrace. .

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREIN ABOVE.

SIGNED, SEALED AND DELIVERED]
BY THE WITHIN NAMED]
VINAYAKA BUILDERS,]
A Prop. Concern, through it's PROP.–]
MR. SAGAR PRAKASH BURHADE] _____
(VENDOR / BUILDER / PLOT OWNER / PROMOTER)]

SIGNED, SEALED AND DELIVERED]
BY THE WITHIN NAMED]
MR. _____] _____
(PURCHASER / ALLOTEE)]

WITNESSES : 1) _____ 2) _____