Index No. 25.1 WADALA
Flat Rate 42,800/- Per Sq.mtrs.
Flat Carpet Area + Cover Balcony sq.mtrs = sq.mtrs.
Flat Valuation Rs.
Open Balconies Rate x 40%= /-
Open Balconies Carpet area sq.mtrs.
Open Balconies Valaution /-
Valuation Rs. - /-
Consideration Rs. /-
Stamp Rs. /-
R/f Rs. /-

AGREMENT OF SALE

This Agreement of Sale is made & executed at Nashik on this -----th day of July in the year Two Thousand and Nineteen

BETWEEN

M/S. JAY PADMAVATI BUILDERS, A PARTNERSHIP FIRM, PAN : AAFFJ 1013 K, THROUGH ITS PARTNER (1) MR. PRASANNA VISHWANATH KANKAREJ Age 49 years, Occu. Business, (2) MRS. SONALI PRASANNA KANKAREJ, Age 43 years, Occu. Business, Both R/at .Seva Sadan, Pakhal Road, Dwarka, Nashik- 422011, Hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners their legal heirs, executors, administrators assigns etc.) of the One Part

AND

1. MR. AADHAR CARD NO.:
PAN : Age : years, Occ. :
2. MRS. AADHAR CARD NO.:
PAN : Age : years, Occ. :
BOTH R/at : Hereinafter referred to as " THE ALLOTTEE " (which expression shall mean and include his/her/their legal heirs, successors, representatives etc.) of the Other Part;

WHEREAS the Plots mentioned in Schedule-I hereinbelow bearing Plot no. 15 adm. total area 630.04 Sq. Mtrs. out of it area adm. 12.21 Sq. Mtrs is acquired by Nashik Municipal Corporation Nashik for widening of road, and remaining area is 617.83 Sq. Mtrs. (CTS No. 1546 adm. 767.2 Sq. Mtrs.) out of S. No. 39A/5/1/plot/15 (Old S. No. 39A/5/1) situated at Village Wadala, Nashik Tal. and Dist. Nashik, within the limits of Nashik Municipal Corporation Nashik is owned by the The Promoter/Vendors. The Promoter /Vendors have Purchased the said property from Keshav Bhikaji Pachorkar and others, vide Sale Deed dtd. 30/10/2018 which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik-3 at Document Serial No. 7570/2018 on 31/10/2018 Accordingly the names of Vendors are mutated in the revenue record vide mutation entry No. 1614. And T. D. R. of area adm. 550.00 Sq. Mtrs. is also purchased by the Promoter/Vendors from Mrs. Hirabai Dattatrya Shirole from Gat No. 40 situated at village Chunchale vide Sale Deed, dated 25/02/2019 registered in the office of Sub-Registrar Nashik-7 at Sr. No. 924/2019 and further it is seen that, the Correction Deed of the said Sale Deed is made, executed and registered between the parties and same is registered in the office of Sub-Registrar Nashik-7 at Sr. No. 2585/2019 dated 07/06/2019. The Promoter/Vendors have absoulte right to develop the said property by constructing building thereon as per the approved plans and to enter into agreements of sale, sale deeds, deed of apartment for the sell of constructed and other areas.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the said plots is out of larger land for which final layout order issued by Assistant Director Town Planning bearing no Town Planning/Final/1860/67 Date 16/08/1965.

AND WHEREAS the said plot is out of larger land which is duly converted for non-agricultural use by the order issued by LNA / SR / 54 /66 dt. 05/02/1966 from the Collector of

Nashik. The Promoter have also paid the non-agricultural assessment till date and there no arrears against the same.

AND WHEREAS the Building plan for the new construction to be caused upon the said plots are got prepared and approved by Residential & Commercial Units the Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik under Sanction of Building Permit & Commencement Certificate No. LND / BP / A-4/116/2019 dated 05/07/2019 and as per the building plan the Vendors /Promoters have commenced the construction on the said property and proposes to construct a building consisting of Uppar Ground floor + First Floor to Fifth floor hereinafter referred to as the said Building.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendors have decided to develop the said property by constructing an ownership flats scheme in the Name of PADMA VISHWA DREAM SQUARE and the said scheme shall consist of One building having residential units & Commercial , Shops & offices and shall be consisting of Uppar Ground floor + first floor to Fifth floor as per approved building plan of Residential & Commercial Units

AND WHEREAS the Allottee is offered an Apartment /Flat bearing number ------- on ----- ----- FLOOR in the Building called PADMA VISHWA DREAM SQUARE (herein after referred to as the said "Building") being constructed on the said property by the Promoter the 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 the Council of Architects/Engineer ASHOK JAMDAR 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 Act with the Real Estate [Regulation & Redevelopment] Act 2016 with the Real Estate Regulatory Authority

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

AND WHERAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building /s to be construcuted by the Promoter on the project and to enter into Agreemen/s with the allotee[s]of the Apartment 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 the plans, designs and specifications prepared by the Promoter's Architects ASHOK JAMDAR and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Flat No. ---- on ---------- FLOOR situated in the building being constructed in the said Project PADMA VISHWA DREAM SQUARE

AND WHEREAS the carpet area of the said Apartment is admeasuring Carpet area ---------- sq. mtrs + Coverd Balcony area ---------- total area --------- sq.mtrs.. and useable area of Open Balcony /utility Area ---------- sq.mtrs. [Carpet Area Asper Regulation & Redevelopment] and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. ----------/- Will Pay being Full payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Sr. No ----------

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Flat.

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

1. The Promoter shall construct the said building/s consisting of Uppar Ground floor + First floor to Fifth floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government 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 the Allottee Flat No. ----- having Carpet area --------- sq. mtrs + Coverd Balcony area ---------- Sq.mtrs total area ---------- sq.mtrs.. and useable area of Open Balcony /utility Area ---------- sq.mtrs. on ---------- FLOOR in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ----------/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Common parking spaces therefore its layout is not attached to this

presents.

1(b) The total aggregate consideration amount for the apartment is thus Rs. ----------/-

1(c) The Construction of the Building is Completed up to 100% The Allottee /Purchaser have visited the site and Inspected the said site and unit Herein above written and the satisfaction the percentage of construction, amenities facilities provided to the said unit and site.

The Allottee has paid on or before execution of this agreement a sum of Rs. ---------- -/- Will Pay cheques as advance payment or application fee and hereby agrees to pay to that Promoter in the following mannars

Amount Rs.	Particulars
----------/-	10% to be paid on completion of plinth work of the said Building.
----------/-	10% to be paid on 1st Slab Casting of the said Building.
----------/-	10% to be paid on completion 2nd Slab Casting work of the said Building.
----------/-	10% to be paid on completion 3rd Slab Casting work of the said Building.
----------/-	10% to be paid on completion 4th Slab work Casting of the said Building.
----------/-	10% to be paid on completion 5th Slab Casting work of the said Building.
----------/-	10% to be paid on completion brick work of the said Building.
----------/-	10% to be paid on completion of electric & plumbing work of the said Building.
----------/-	10% to be paid on completion plaster work of the said Building.
----------/-	10% to be paid on completion of flooring work of the said Building.

----------/- [Rs. ---------- only]

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the flat /Apartment. All charges will be paid by allotte.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the allottee separately for any upgradation /changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments as the Promoter and allottee may decide for the period by which the respective installment has been preponed .

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

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

2.1 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 authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein the purchasers shall not claim possession of the said premises till compleation 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.

Howsoever for the purpose of defect liability on 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 tha the said liability shall be those reposibilities which are not covered under maintenanace of the said premises/building/phase /wing as stated in the said agreement. That further its has been agreed by the purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ---------- sq. mtrs. ------ only and Promoter has planned to utilize Floor Space Index of by availing of TDR of 410.00 sq.mtrs. and FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ------ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. As on today as per the approved DC rules and promoter shall be entitled to use utilze the said TDR and accordingly amend and modify the building plan as and when the promoter finds it necessary before the Full final completion and occupation certificate from Nashik Municupal corporation Provided that the Promoter shall obtain the consent of the Allottee for the said modifications and veriations if such variations and modifications adversely affect the apartment agreed to be purchased by the Allottee.

4.1 The promoters has made full and true disclosures of the title of the said land as well as encumbrance if any known to the promoter in the title report of the advocate. The Promoter has also disclosed to the allottee nature of its right title and interest or right to construct building's and also give inspection of all documents to the allottees as required by the law. The allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into thos agreement.

4..2 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.3 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1

above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before ---------- st day of ---------- If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

a] Delay by Local Authority in issuing or granting necessary completion Certificate or Occupation Certification.

b] Any other circumstances beyond the control of the Promoters or force majeure.

c] Changes in any rules reulations by laws of various statutory bodies and authorities from time to time affecting the development and the project.

d] Delay in grant of any NOC /permission /license/conecction installment of any sevices such as elevators electricity and water connections and meters to the project /flat/premises /road etc. or completion certificate from any appropriate authority.

e] Extension of time for giving possession as may be permitted by the Regulatory authoirty under Real Estate [Regulation and Development]Act for reason where actual work of said project /building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law or Tribunal cometent authority statutory authority high power committee etc. or due to such circumstances as may be decided by the Authority.

If however the completion of the Project is delayed due to the force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the saod Premises, provided that such Force Majeure conditions are not of a nature which makle it impossible for the contract to be implemented. The Purchaser agrees and confirms that in the event it becomes impossible for the Promoters to implement the project due to force Majeure conditions the this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount recived by the Promoters from the allotment without any interest wihtin 30 days from the date. After any refund of the money paid by the purchasers agrees that he /she /their shall not have any rights claims etc against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1 Procedure for taking

offer in writing or on Phone call or S.M.S. the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat 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 the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice or on Phone call or S.M.S. from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause

7.1, the Allottee shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 05 [five] years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however that the allottee shall not carry out any additions alerations or changes of the whatsoever nature in the said apartment of pahse/wing and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams etc. or in the fittings therein in particular it is hereby agreed the the allottee shall not make any alterations in any of the fittings, pipes water supply connections or any erection of alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of the works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The defect liability of the equipments as Lift, battery backup, septic tank, pumps etc shall be upto Warranty period offered by the said manufacturer. The promoters shall be liable only for the defect liability of the equipments as detail above as offered by manufacturer only.

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

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variations in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is calimed by or on behalf of the allottee it shall be necessary to appoint and expert who shall be nominated surveyor /consultant who shall survey and assesss the same and shall then submit a report to state the defects in materials used in the structures built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence He shall use the parking space only for purpose of keeping or parking their own vehicle.

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

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the 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, Common electric meter repairs and salaries of clerks bill collectors, chowkidars, sweepers, house keeping work, gardener and annual maintenance of lift, Battery Backup etc and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.1000/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance/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 the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) For share money, application entrance fee of the associations..
(ii) For formation and registration of the associations
(iii) Proportionate share of taxes and other charges/levies in respect associations
(iv) For Deposit towards provisional monthly contribution towards outgoings of associations
(v) For Deposit towards Water, Electric, and other utility and services connection charges

11. The Allottee shall pay to the Promoter a sum of Rs 15,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of