Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

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

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 and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee 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 / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the 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/Plot] 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 the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby 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 which may be against the rules, regulations or bye-laws or change/alter 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 heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building 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, the 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 any 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 and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or 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 land 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 the 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 Government 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 the 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 Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the 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 association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a 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 surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof

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 and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and 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 open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. 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].

18. 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 payments 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 rectifying 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.

19. 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 the said apartment /plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

p 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER

REFERRED TO IN THE AGREEMENT

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

24. 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.

25. 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 Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nashik after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK

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

27. That all notices to be served on the Allottee and the 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 specified below:

ALLOTTEE NAME AND ADDRESS
1. MR. ----------
2.MRS. ----------
BOTH R/at

M/S. JAY PADMAVATI BUILDERS,
A PARTNERSHIP FIRM, THROUGH ITS PARTNER
1. MR. PRASANNA VISHVANATH 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

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter .

30. 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.

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

32. That the Common boring for building shall be provided in the proper marginal space and the same shall be maintained by the apartment owners and the water of boring shall be used for apartment owneners .

33. The Promoter has informed the allottee and the allotee is aware that the purchase of the said apartment shall be subject to all the 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 Structure.

C] The installation of any grills or any doors shall only be as per the form prescribed by the Promoter's Architect.

34. The Promoter is a registered Partnership firm and as per the deed of Partnership any partner of the Promoter partnership firm has authorized to sign and execute the agreement and final deed of the constructed premises of this project. Incase of any dispute arise in respect of this transaction between the partners of Promoter then the Promoter shall remove the same at their own cost.

SCHEDULE - I OF THE SAID PROPERTY
REFERRED TO ABOVE

All that piece and parcel of land 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 and bounded by four sides as follows...

		As per revenue record	As per CTS record
East	:	Plot No. 13 and 14	CTS No. 1544 & 1545
West	:	Adj. S. No. 39/A/6	CTS No. 1547
South	:	25 fts Colony Road	Adj. Colony Road
North	:	Canal	Adj. Canal

SCHEDULE - II OF THE SAID PREMISES

REFERRED TO ABOVE

The premises of Flat bearing 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 known as PADMA VISHWA DREAM SQUARE which is constructing on the plots described in Schedule I above. The said Flat is bounded as under

On or towards East :
On or towards West :
On or towards South :
On or towards North :

ANNEXURE B

Extract village forms VI or VII and XII showing nature of the title of the Promoter /Lessor/Oringal Owner/promoter to the Project land

ANNEXURE C-1

[Authenticated copies of the plans of the Layout as approved by the concered local authority]

ANNEXURE C-2

[Authenticated copies of the plans of the Layout as proposed by the promoter and according to which the construction of the building and open space are proposed to be provided for on the said project]

ANNEXURE D

[Authenticated copies of the plans & Soecificatgions of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authourty]

ANNEXURE E

SPECIFICATION & AMENITIES

List of the Amenities to be provided in the Said Flat Premises.

1. **Earthquake Resistant R. C. C. framed structure.**
2. **All external walls will be 6" thick & internal wall 4.5" thick.**
3. **All wall's will have sand faced plaster from outside and gypsum finish from inside.**
4. **All door will be laminated flush door.**
5. **Decorative M. S. Grills for windows with 3 Track Powder Coated Aluminum Sliding inclusive window with mosquito net.**
6. **First quality diamond the flooring of 2' X 2' with same skirting in all rooms (basis Rate 40/- Rs. Sq.Fts.)**
7. **Toilet will have glazed tiles dado up to slab level. (basic Rate 30/- Rs. Sq. Fts.)**
8. **Entire plumbing will be concealed with in good CPVC with hot & cold water diverter system with jaguar / Aquel Cocks.**
9. **9 fts. Length Kitchen Platform with Granite Top, Stailness Steel Sink and C. P. Tapp with Glazed Dado upto Slab on facing walls.**
10. **All units will be painted inside with Tractor Emulsion and External walls with Acrylic Paints.**
11. **Electrification will be concealed with Anchor, Roma or equivalent switches with adequate point.**
12. **Underground & overhead water tank will be provided with Municipal Water Supply.**
13. **Parking area paved with paver blocks.**
14. **Terrace with brick bat koba.**
15. **All doors will have S. S. fitting with Europa latch.**
16. **Lift with power Backup (Generator Backup)**
17. **Intercom system to each flat holder. Security person.**
18. **Video door phone system provided for every flat.**
19. **Attractive entrance lobby.**
20. **Provision of Inverter.**

ANNEXURE F

[Authenticated copies of the Registration Certificate of the project granted by the Real Estate Regulatory Authority

Recevied of and from the Allottee above named the sum of ----------/- Will Pay cheques on execution of this agreement towards Earnest Money Deposit or application fee The Promoter

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED]
BY THE WITHIN NAMED]
Promoter:]
M/S. JAY PADMAVATI BUILDERS,
A PARTNERSHIP FIRM, THROUGH ITS PARTNER
1. MR. PRASANNA VISHWANATH KANKAREJ]----------

2. MRS. SONALI PRASANNA KANKAREJ]----------

SIGNED AND DELIVERE]
BY THE WITHIN NAMED]
Allottee :]
1. MR. ----------]----------
]
2. MRS. ----------]----------

IN THE PRESENCE OF WITNESSES: