

9.2 The Vender 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 Vender 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 Vender to the Allot tee that the Apartment is ready for use and occupancy, the Allot tee shall be liable to bear and pay the water charges, insurance, common lights, repairs and salaries of proportionate share (i.e. in proportion to be Decided Mutually by the Member of the Said 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 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 the said structure of the building / s or wings is transferred to it, the Allot tee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allot tee further agrees that the Allot tees shall pay to the Vender one Time Maintenance Amount i.e **Rs.,,,,,,,,,,,,,,,,,,,,,,-/-**. The amounts so paid by the Allot tee to the Vender shall not carry any interest and remain with the Vender until a conveyance / assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company 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 Vender to the Society or the Limited Company, as the case may be.

10. The Allot tee shall pay to the Vender 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 repairing and engrossing the conveyance or assignment of lease.

11. At the time of registration of conveyance of the structure of the building the Allot tee shall pay to the Vender , the Allot tees" share of stamp duty and registration charges payable, by the said Society or Limited Company 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 conveyance of the project land, the Allot tee shall pay to the Vender, the Allot tees" share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE Vender –

The Vender hereby represents and warrants to the Allot tee as follows :

- i. The Vender 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 Vender 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.

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 Vender 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 Vender 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 Allot tee created herein, may prejudicially be affected ;

vii. The Vender 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 which will, in any manner, affect the rights of Allot tee under this Agreement ;

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

ix. At the time of execution of the conveyance deed of the structure to the association of Allot tees the Vender shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allot tees ;

x. The Vender 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 Vender in respect of the project land and / or the Project except those disclosed in the title report.

13. The Allot tee/s or himself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vender as follows :-

i. To maintain the Apartment at the Allot tee '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 it Sale for 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 Allot

tee in this behalf, the Allot tee 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 Vender to the Allot tee 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 Allot tee committing any act in contravention of the above provision, the Allot tee 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 color 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 Vender within fifteen days of demand by the Vender 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 Allot tee for any purposes other than for purpose for which it is sold.

ix. The Allot tee 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 Allot tee to the Developer under this Agreement are fully paid up.

x. The Allot tee 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 Allot tee 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 favor of Society / Limited Society, the Allot tee shall permit the Vender 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 favor of Apex Body or Federation, the Allot tee shall permit the vender 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.

14. The Vender shall maintain a separate account in respect of sums received by the Vender from the Allot tee 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.

15. Nothing contained in this Agreement is intended to be nor shall be construed as vagrant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allot tee 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 Developer 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 a share in before mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.

After the Vender 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 Allot tee who has taken or agreed to take such Apartment.

17. BINDING EFFECT :-

Forwarding this Agreement to the Allot tee by the Vender does not create a binding obligation on the part of the Vender or the Allot tee until, firstly, the Allot tee 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 Allot tee and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Vender. If the Allot tee(s) fails to execute and deliver to the Vender this Agreement within 30 (thirty) days from the date of its receipt by the Allot tee and/ or appear before the Sub - Registrar for its registration as and when intimated by the Vender, then the Vender shall serve a notice to the Allot tee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allot tee, application of the Allot tee shall be treated as cancelled and all sums deposited by the Allot tee in connection therewith including the booking amount shall be returned to the Allot tee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT :-

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and super sideway 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, as the case may be.

19. RIGHT TO AMEND :-

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

20. 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. SEVERABILITY :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHERE REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make an payment, in common with other Allottees (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.

23. 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.

24. PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Vender through its authorized signatory at the Venders Office, or at some other place, which may be mutually agreed between the Developer and the Allot tee, in Nashik after the Agreement is duly executed by the Allot tee and the Vender 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.

25. The Allot tee and / or Vender 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.

26. That all notices to be served on the Allot tee and the Vender as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allot tee or the Developer by Registered Post A.D and notified Email ID / Under Certificate of Posting at their respective addresses specified below :

1. Mr.

2. Mrs.

Both R/O :

 — ...

Vender -

Mr. Suresh Vallabhbbhai Vamja

R/o- Flat No.4, Sai Place Apartment,
 Ambad Link Road, Mahajan Nagar,
 Nashik - 422010

It shall be the duty of the Allot tee and the Vender 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 Vender or the Allot tee, as the case may be.

27. JOINT ALLOTTEES :-

That in case there are Joint Allot tees all communications shall be sent by the Vender to the Allot tee 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 Allot tees.

28. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allot tee.

29. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of

the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

30. GOVERNING LAW :-

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

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.

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing Plot No.1/2 Total Adm. area 4 R. 27.19 Sq. Mtr. Out of S. NO. 413/1B/3 Situated at Makhmalbad Tal & Dist Nashik Within the limits of Nashik Municipal Corporation, Nashik, and bounded as under - :

On or towards East : S. No. 413/2/2
On or towards West : S. No. 413/1B/3 Plot No.3
On or towards South : S. No.413/B/1 Part
On or towards North : Colony Road

Together with easements, ways, path, appurtenances, water courses, trees, fencing etc.

SCHEDULE - A

Flat No. on the **floor**, having approximate Adm. Carpet Area square meters **& Terrace / Balcony Area** square meters in the building known as "**Gajsiddhi**" constructed on the said property as described in the First Schedule written hereinabove and apartment bounded as under :-

...30...	
2. Mrs.	
SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOT TEE :	
Mrs. Suresh Vallabhbhai Vamja	
SIGNED AND DELIVERED BY THE WITHIN NAMED VENDER :	
<u>WITNESSES :</u>	
1)	
2)	