

Zone No. :- 1.2.14

Govt. Valuation Rs. :-

Consideration Rs. :-

Stamp Rs. :-

Registration Fees Rs :-

AGREEMENT FOR SALE OF FLAT

This Agreement for Sale of apartment as the provisions of Real Estate (Regulation & Development) Act, 2017 is made at Nashik on this.....day of October, 2019.

BY AND BETWEEN

M/s. Rajeshwar Builders

Through it's Sole Proprietor

Mr. Dnyaneshwar Ramnath Sonawane

Age- 51 years, Occu. - Builder,

R/o. 3, Ashiyana, Jain Sthanak Road,

Ganesh Nagar, Dwarka, Nashik

Pan No. ACQPS 4114F.

Hereinafter called as “**BUILDER/DEVELOPER/PROMOTER.**” (which expression shall. Unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promotor, Builder and the Developer and/or all person/s claiming under or through the said BUILDER/ DEVELOPER/ PROMOTER, and their present and future partners, legal heirs, representatives and assigns); PARTY OF THE FIRST PART,

AND

1. Mr.

Age. Yrs., Occ:

PAN NO.

R/at -

Hereinafter referred to as “THE ALLOTTEE”(which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him them) OF THE SECOND PART.

AND

- 1) Mr. Devendra Bapurao Borse

Age - 59 yrs., Occu.- Business,
Pan No. BBLPB8240A
- 2) Mr. Dnyaneshwar (Sunil) Bapurao Borse

Age - 55 yrs., Occu.- Business,
Pan No. ENEPB6452A

Nos. 1 & 2 R/o. 24, Shakuntala Bungalow,
Near Shreyas Apartment, Tidke Colony,
Nashik.
- 3) Sau. Uttara Anant Kamble

Age -58 yrs., Occu.- Service,
Pan No. AFIPK6162Q

R/o. C-77, Hindustan Anti Biotic Colony,
Pimpri, Pune.
- 4) Surekha Bapurao Borse

Age -57, Occu.- Service
Pan No. ADKPB4368D

R/o. Flat No.18, Patel Avenue,
Tidke Colony, Nashik.

Through its General Power of Attorney Holder
M/s. Rajeshwar Builders
Through it's Sole Proprietor
Mr. Dnyaneshwar Ramnath Sonawane
Age- 51 years, Occu. - Builder,
R/o. 3, Ashiyana, Jain Sthanak Road,
Ganesh Nagar, Dwarka, Nashik
Pan No. ACQPS 4114F.

Hereinafter called the “Consenting Party” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators, successors-in-interest and permitted assigness).

WHEREAS:-

WHEREAS the property mentioned in Schedule “I” herein below bearing **Plot No. 24**, area admeasuring 585.27 sq. mtrs. assessed at Rs. 773=00Ps. Out of Survey No. 622/29, (Final Plot No. 161 TPS II) lying and being situated at village **Nashik**, Tal. and Dist. Nashik, also within the limits of Nashik Municipal Corporation, Nashik (more particularly described in Schedule-I) are hereinafter referred to which as the "**Said Property**" is owned by Consenting Party. (Hereinafter referred to as “the project land”).

AND WHEREAS, the said property is owned and possessed by Smt. Ratnaprabha Bapurao Borse, and she has purchased the said plot from Shri. Chimanrao Balaji Tidke by way of registered Sale Deed, which is duly registered before Sub-Registrar, Nashik, at document Sr. No. 2474/1970, dtd. 19/10/1970. Accordingly, the name of Smt. Ratnaprabha Bapurao Borse has been entered into the revenue records of the said property by certifying Mutation Entry No:-12185. Thereafter, Smt. Ratnaprabha Bapurao Borse, has executed Gift Deed of above said plot in favour of his son Mr. Devendra Bapurao Borse the said Gift Deed, is duly registered before Sub-Registrar, Nashik-4, at document Sr. No. 12401/2011, dtd. 16/12/2011. Accordingly, the name of Mr. Devendra Bapurao Borse, has been entered into the revenue records in the “Ownership” column of the 7/12 extract of the said property by certifying Mutation Entry No:-77764. Consenting Party No.1 to 4 are real brother and sisters and they are legal heirs of Smt. Ratnaprabha Bapurao Borse.

AND WHEREAS the layout of the said property is approved and Sanctioned by the _____ vide their letter No outward No./Town

Planning/ TPS -II / Nashik vide No. TPS-Nashik-II/ 44-1744, dated 24.10.1967.

AND WHEREAS the said property is converted to Non- Agricultural use and a permission to this effect U/S 44 of Land Revenue Code from the Collector of Nashik vide its Order No. **MAHA/KASHA-3/Bi.Sh.Pr.Kr./189/92**, Nashik, dated **30/05/1992** and the said property is put to Non-Agriculture use.

Then after Builder / Developer has taken the permission of Commercial purpose from Collector of Nashik vide Order No. **MASHA/KAKSHA-3/2/A.NA.Bi.Sh./SR/180/2019**, Nashik, dated **17/07/2019**.

Accordingly the NA Cess and taxes are paid up-to-date. Therefore, the said property is fit for causing construction of a project consisting of Residential Tenements.

AND WHEREAS the Builder / Developer has purchased C Zone TDR Certificate No. 850D for the construction of the said building admeasuring 222.80 sq. mtrs. out of Total TDR Sanctioned 1710 sq. mtrs. which is sanctioned for total acquired area for D.P. Road 1336.00 sq mtrs. and area reserved 7626 sq. mtrs. for Sadhugram out of Survey No. 336/1/7, for area 728.00 sq. mtrs. vide Reservation No. 90, from 1) Mr. Chandrakant Madhavrao Vidhate & Ors.3 by way of registered TDR Sale Deed, which is registered before Sub-Registrar, Nashik-5 at document Sr.No. 5633/2019, dtd. 03/07/2019.

AND WHEREAS the Builder / Developer has purchased C Zone TDR Certificate No. 850B for the construction of the said building admeasuring 1154.00 sq. mtrs. out of Total TDR Sanctioned 1396 sq. mtrs. which is sanctioned for total acquired area for D.P. Road 1336.00 sq mtrs. and area reserved 7626 sq. mtrs. for Sadhugram out of Survey No. 336/1/5, for area 605.00 sq. mtrs. vide Reservation No. 90, from Mrs. Baby Prabhakar Kathe, by way of registered TDR Sale Deed, which is registered before Sub-Registrar, Nashik-5 at document Sr.No. 5634/2019, dtd.03/07/2019.

AND WHEREAS that above said Confirming Party had entered into Revenue Sharing Agreement and Irrevocable Power of Attorney in respect of above said property with Promoter.

AND WHEREAS the Plot Owners Nos.1 to 4 have decided to develop the said property and they decided to appoint builder and developer. Party of First Part i.e. Builder / Developer is in the business of building development and construction. After due negotiations with consenting party / Plot owners have / has appointed Party of First Part i.e. Builder / Developer Revenue Sharing Agreement and General Power of Attorney in respect of above said property with Party of First Part/ Builder /Developer /Promoter and they has executed Development Agreement and General Power of Attorney IN FAVOUR OF Party of First Part/ Builder /Developer /Promoter the said documents are registered before Sub-Registrar, Nashik-5 at Sr. No. 4108/2019, 4109/2019, dtd. 15/05/2019.

AND WHEREAS by virtue of the said Development Agreement and General Power of Attorney holder of Consenting Party in respect of the said property. The Builder / Developer / Promoter has absolute right to develop the said property by constructing a project thereon and enter into Agreement for Sale of the tenements to the prospective Purchaser/s at such price and to decide the terms and conditions as the Promoter may deem fit and right to construct a project on the said property and sell the flats and other constructions and to appropriate the sale proceeds thereof.

AND WHEREAS the title of said property is clear, valid, marketable and free from all encumbrances. Therefore, the said property is a fit property for causing development on it by construction a project of Residential and Commercial tenements thereon:

AND WHEREAS the Developer has prepared building plan and the plan for the construction of the building consisting of residential and commercial premises is approved by the Executive Engineer, Town Planning Department, Nashik Municipal Corporation by their Commencement Certificate No. vide Letter No. LND / BP/ A-1/51/2019, dtd.10/07/2019.

AND WHEREAS the Builder / Developer has entered into a standard Agreement with an Architect viz Vijaya Consultant (herein after referred to as “the Architect”) the Builder / Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said project.

AND WHEREAS having come to know about the commencement of construction of the said proposed Project, the Allottee/s approached the Promoter herein, with a view to purchase one of the flat out the proposed Project;

AND WHEREAS the Promoter has proposed to construct a building named as “RATNAPRABHA APARTMENT” having total **20 Flats AND Three Shops.**

ANS WHEREAS having come to know about the commencement of construction of the said proposed project, the Allottee/s/ demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s all the documents of title of the said amenities and specification, N.A. Order, plans, designs and specifications, etc; prepared by the Promoter Architects and all such other requisite documents as are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as “the said Act”) and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project land and no document is, remained to be provided with, by the Promoter unto the Allottee/s herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Consenting Party / Promoter up and until the conveyance of the said building and the said land there under

AND WHEREAS the copies of certificate of title issued by MR._____, ADVOCATE of the Promoter, copies of the property card of extract of Village Forms-VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the

said Project lands on which flats are to be constructed, copy of layout plan, commencement certificate and copy of approved plan have been annexed hereto.

AND WHEREAS while sanctioning the said plans, the 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 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 Builder / Developer has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS the Builder / Developer has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specification provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items.

AND WHEREAS the Allottee/s has offered to purchase a Flat bearing No. _____ on the _____ floor, (herein after referred to as the " **Flat**") in the RATNAPRABHA APARTMENT by the promoter

AND WHEREAS relying upon the aforesaid application, the Builder / Developer has agreed to allot and sell to the Allottee/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS The "**carpet area**" is calculated as the net usable floor area of an Flat. Excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The Variation may be approximately 3 percent.

AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Builder / Developer a sum of **Rs.**

/- (Rupees **Only)** being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee/s, (as advance payment) (the payment and receipt whereof the Builder / Developer doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Builder / Developer the balance of the sale consideration in the manner hereinafter appearing,

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS the Builder / Developer is required to execute a written Agreement for sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents

NOTWITHSTANDING anything stated in any other document/ allotment/ letter given or communicated with the allottee/s any time 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 unit is agreed to be sold to the allottee/s.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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 that the allottee/s has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

The Builder / Developer has registered the project RATNAPRABHA APARTMENT under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at **Maha Rera Registration No: .**

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Builder / Developer is required to execute a written agreement with the allottee/s for the sale in respect of the said apartment and therefore, Promoter and the Allottee/s are executing present agreement as a compliance thereof and they shall also register the said agreement under Registration

Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

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

1. CONSTRUCTION OF THE PROJECT / FLAT:-

The Builder / Developer shall construct the said project consisting of **total 20 flats and 3 shops** on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which have been seen and approved by the Allottee/s with such variations and modifications as the Builder / Developer may consider necessary or as may be required by the concerned local authority and /or the Government authority to be made in them or any of them for which the Alottee/s hereby gives the consent . The Allottee/s shall not object to the Builder / Developer for making changes in and revising the layout / building plans of the project as required by the Builder / Developer due to additional FSI available or otherwise, as per the Builder / Developer's discretion as permitted legally and as prescribed in law including RERA. Provided that the Builder / Developer shall obtain prior written consent of the at least 2/3 rd Allottee/s in respect of variations and modifications which may adversely affect the Flat of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said project which are required to be made by Builder / Developer in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the in being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee/s. The Builder / Developer has disclosed the details of Floor Space Index in Clause No 7 that can be utilized on this project land so if in future, the promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No7, no consent will be required from Allottee/s. Therefore, In accordance with the sub rule (4)of rule 4 of Real Estate

Regulation Rules, 2017 the allottee/s hereby gives specific consent to the local authorities and also to the promoter and has no objection against the promoter for the following:

- a) To construct the project as per the future potential layout/building plan.
- b) Additional floors to be constructed to utilize additional FSI if available.
- c) Changes in building/layout plan due to instructions received from local authority.
- d) Minor additions or alterations.
- e) To make changes in floor plans of other flats/ units/Floors.

(Signature of Allottee/s)

(This consent shall be construed as informed consent)

2. CONSIDERATION/PRICE OF THE SAID FLAT:-

2.1 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No.** _____ of carpet area admeasuring _____ Sq meters i.e. _____Sq Feet together with balcony area admeasuring _____ Sq Meters i.e. _____ Sq Feet on _____ Floor in the project RATNAPRABHA APARTMENT (hereinafter referred to as “the Flat” for the sake of brevity and convenience which is more particularly described in Schedule II hereunder written) for the consideration of **Rs.** _____ (**Rupees** _____ **Only**)and this amount is inclusive of the price for the carpet area of the said flat and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below.

2.2 The Allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/ schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ /- (Rupees _____ Only), as advance payment as mentioned hereunder and hereby agrees to pay to that Builder / Developer the balance amount of Rs. _____ (Rupees _____ Only) in the following manner:-

Amount	Particulars
	Total

The said project is on revenue sharing / development basis, therefore Consenting Party is owner of 6 Flats and 2 shops as owner of plot property. Builder Developer is owner of remaining entire constructed premises in the above said project. No consideration amount will be paid by the promoter to the consenting party. Any other indirect taxes such as G.S.T, Stamp Duty Maintenance Deposit etc. will be collected and paid by the Builder / Developer. Also infrastructure charges, electricity or water charges if any taken from the allottee/s will be kept by the Builder / Developer.

Apart from the consideration amount, the allottee/s herein has/ have agreed to pay Goods and Service tax or any other incidental indirect tax/es that may be notified by the Government. The price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/s to make the payments as mentioned above. If the allottee/s decides to obtain loan facility for payments of the consideration or part thereof, in that event the institution

from which the loan is obtained shall adhere to the payment Schedule as far as possible. The allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is hereby clarified that the Builder / Developer shall be at liberty to vary the chronological order of the various stages of constructions/Items of Work of the said Building in which the said flat is located and the Builder / Developer shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. The Allottee/s shall make the payment of installment with GST as applicable.

The Total Price above excluded Taxes (consisting of tax paid or payable by the Builder / Developer by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Flat and Rs _____/- (Rupees _____ Only) is to be paid by the allottee/s as water, electricity, legal, infrastructure charges etc. The Builder / Developer and allottee/s has fixed the consideration price of the flat after considering impact of input tax credit of GST that the Builder / Developer will get.

The allottee/s requested promoter that the allottee/s will make 90% to 100% payment within ____ days / months from the date of booking and so allottee/s requested for the consideration amount of Rs._____. The Builder / Developer accepted the same.

2.3. The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, 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 from time to time. The Builder / Developer undertakes and agrees that while

raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Builder / Developer may charge the allottee/s separately for any up gradation/changes specifically requested or approved by the allottee/s in fittings, fixtures and specifications and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein.

2.4. The Builder / Developer herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Builder / Developer within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay with each installment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee/s has/have committed breach of this agreement and in such case the Promoter shall be entitled to take necessary action against the allottee/s. The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement, the Allottee/s shall make all payments, on demand by the Builder / Developer, within the stipulated time as mentioned in the payment Plan through A/c. Payee cheque/demand draft or online payment (as applicable). Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Builder / Developer's Banking Account, the Developer shall give effect of the same to the account of the flat allottee/s.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

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

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Builder / Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Builder / Developer till date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Builder / Developer under this Agreement, nor shall it be construed as condonation of delay by the Builder / Developer. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/Flat, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-

The Builder / Developer 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 plans or any time thereafter and shall before handing over possession of the said Flat to the Allottee/s herein, obtain from the concerned local authority occupation or completion certification respect of the said Flat. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said Flat until the completion certificate is received from the local authority and the allottee/s has paid all

dues payable under this agreement in respect of the said Flat to the Builder / Developer and has paid the necessary maintenance amount/deposit, G.S.T. and other taxes payable under this agreement of the said Flat to the Builder / Developer and has signed Possession documents.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said building as stated in the said agreement. That further it has been agreed by the allottee/s that any damage or change done within the unit sold or in the building done by him/them or by any third person on and behalf of the allottee/s then the allottee/s expressly absolves the developer 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 developer. After the receipt of completion certificate from Nashik Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the flat/building/project by the allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the allottee/s apartment associations any event of force major and any act of God.

7. DISCLOSURE AS TO FLOOR SPACE INDEX :-

The Builder / Developer hereby declares that the Floor Space Index utilized as on date in respect of the project land is _____ **square meters** only and the Promoter may utilise Floor Space Index of _____ **Sq. Mtrs** by availing of TDR or 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 Builder / Developer has disclosed the Floor Space Index of _____ **Sq. Mtrs** as may be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale

of Flats to be carried out by the Builder / Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder / Developer only. The Builder / Developer shall be entitled to load this additional F.S.I. at any time on the said project land and the allottee/s gives his/her/their irrevocable consent to the same. The Allottee/s has/have given his/her/their irrevocable consent thereof and the promoter shall be entitled to revise the plans, get the sanctioned from local authority, construct the additional units/floors as may be permitted by the local authority and the allottee/s shall fully co-operate with the developer to enable the promoter to make any addition/ alteration on the said land in accordance with the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Builder / Developer alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation. Notwithstanding anything contained anywhere in this Agreement, the Allottee/s hereby declares, confirms and agrees that-

- (a) The Builder / Developer has also reserved all its rights to use, utilize and consume the Floor Area Ratio/Floor Space Index ("FAR/FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,
- (b) An Apartment shall be formed as per the provisions of the Maharashtra Apartment Ownership Act, 1970.
- (c) The conveyance of the said Project Land together with the building constructed thereon, shall be executed by the Builder / Developer and Consenting Party in favour of Apartment Holder;
- (d) The Builder / Developer shall be entitled to compensation from the Allottee/s in case any obstruction or impediment of any nature raised by and on behalf of the Allottee/s to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation

and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee/s.

8. USE OF THE SAID FLAT : -

The Allottee/s shall use the flat or any part thereof or permit the same to be used only for the residential purpose.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Builder / Developer has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Builder / Developer in the title report of the advocate. The Builder / Developer has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/ herself/ themselves with all facts and right of the Builder / Developer and after satisfaction of the same has entered into this Agreement.

The Builder / Developer herein has also requested the allottee/s to carry out its own search and to investigate the title of the said Land. For that matter, any other due diligence activity to be done on its own accord for which all necessary disclosures has been provided by the Builder / Developer. The Allottee/s has also verified the title from his/her/their advocate and after being completely satisfied has/have entered into this present agreement. The allottee/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Builder / Developer in respect of the said land and to enter into this agreement.

10. ADVERTISEMENT/PROSPECTUS :-

It is specifically understood and agreed by the Allottee/s that the prospectus, brochures, other advertising material published by the Builder / Developer from time to time in respect of the project contain various features

such as furniture's, plantation, colors, vehicles, elevation etc to increase the aesthetic value only and are not facts and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule IV hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications. The allottee hereby declares that the amenities/specifications mentioned in this agreement shall always prevail over those advertised by the promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities/specification agreed and not those mentioned anywhere else; and the allottee shall never make any claim to the contrary. The allottee is aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The allottee shall have no objection/complaints whatsoever on the account.

11. SPECIFICATION AND AMENITIES :-

The specification and amenities of the Flat to be provided by the Builder / Developer in the said project and the said Flat are those that are set out in Schedule IV hereto. In the project, considering to maintain the stability of the building and internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee/s.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES :-

12.1. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of

payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

13. POSSESSION OF THE FLAT :-

13.1. Schedule for possession of the said Flat :- The Builder / Developer agreed and understands that timely delivery of possession of the Flat is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Builder / Developer and taxes thereon are paid by the Allottee/s in respect of the said Flat, in terms of these presents, The Builder / Developer, based on the approved plans and specifications, assures to hand over possession of the said Flat **on or before / /202 .**

Provided that the Builder / Developer shall be entitled to responsible extension of time as agreed by and between the allottee/s and the promoter for giving possession of the Flat on the aforesaid date if completion of building in which the Flat is to be situated is delayed on account of-

- i) war, civil, commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).
- ii) any notices, orders, rules or notification of the Government and/or other public or competent authority.
- iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.
- iv) delay in grant of any NOC/permission/license/connection for installation of any services such as lifts, electricity and water connections and meters to the project or completion certificate from the local authority.
- v) In case of delay or default in payment of dues by the allottee/s under these presents.
- vi) Pendency of any litigation.
- vii) Where actual work of said project could not be carried by the Builder / Developer as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent 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 Allottee/s agrees that the Builder / Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Builder / Developer to implement the project due to Force Majeure conditions, then

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

13.2. That the allottee/s further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

13.3. Procedure for taking possession :- The Builder / Developer, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing/by email to the Allottee/s intimating that, the said Flat is ready for use and occupation. The Allottee/s herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement. Complete the payment of consideration/total price and dues to the Builder / Developer as per terms and conditions of this agreement and take the possession of the said Flat within 15 days from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be.

13.4. It shall be expressly agreed that wherever it is the responsibility of the allottee/s to apply and get necessary services the same shall not be undertaken by the promoter and the allottee/s shall be solely responsible for the same.

13.5 . Failure of Allottee/s to take Possession of [Flat] : Upon receiving a written intimation from the Builder / Developer as per clause 13.3, the Allottee/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builder / Developer shall give possession of the Flat to the allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Flat within the time provided in clause 13.3, such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, interest on delayed payment and any other expense and outgoing in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

13.6. Compensation :- That the allottee/s has given his specific confirmation herein that the responsibility of title of the said land be on the Builder / Developer / Consenting Party up and until the conveyance of the said project and the said land thereunder.

13.7. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement , duly completed by the date specified herein or for any other reason; the Promoter shall be liable , on demand to the allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days.

Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2%, on all the

amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Flat.

13.8. Before delivery of possession of the said flat, the allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said flat and about the quality of the construction work and specification/amenities provide. Thereafter the allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The allottee/s receiving the possession of the said flat has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, Doors, Aluminums windows etc, is noticed in the said flat, the allottee/s shall inform/intimate the Promoter herein immediately and the promoter shall be the responsible to repair such defects at its own cost. The promoter shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the purchaser as to his/her/its satisfaction regarding the same.

13.9. After the possession of the Flat/building/project is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the allottee/s on co-operation with the other allottee of the flats and/or the Ultimate organization in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same provided the promoter has duly discharged its duties in all aspects and that it is out of purview of promoter duties and responsibilities under these presents.

13.10. The promoter shall give possession of the said flat to the allottee on or before the date prescribed here in above and on receiving all the dues payable by the allottee to the promoter, if any. The allottee hereby agrees and confirms that he/she/them does not have any objection with regards to receiving the possession of the said flat at such early date from the promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said flat and all other amounts payable

by the allottee/s in respect of the said flat at such early date, I the event the promoter is able to expedite the development of the said flat and handover the possession of the same at such early date.

13.11. The promoter may complete part portion or floor of the building/project and obtain part occupancy certificate and give possession of the flat to the allottee/s hereof and the allottee/s shall not be entitled to raise any objection thereto. Upon the flat allottee/s taking possession of the said flat (including the allottee/s taking possession of the said flat) in such partly completed or portion or floor, the Builder / Developer or their agents or contractors shall carry on the remaining work with the allottee/s occupying his/her/their/its flat. The allottee/s shall not object to, protest or obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/her/them/it.

14. TIME IS ESSENCE :-

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

15. TERMINATION OF AGREEMENT :-

15.1. Without prejudice to the right of Builder / Developer to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Builder / Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment reminders, the Builder / Developer shall at his own option, may terminate this Agreement.

Provided that, Builder / Developer shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by

the allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Builder / Developer within the period of notice then at the end of such notice period, Builder / Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses and/or any other expenses incurred by the promoter for such unit as requested by the allottee/s or any other amount which may be payable to Promoter.) within a period of 30 days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Builder / Developer and the Builder / Developer herein shall be entitled to deal with the said Flat with any prospective buyers. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

15.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Builder / Developer as to the intention of the Allottee/s and on such receipt of notice the Builder / Developer herein shall be entitled to deal with the said Flat with prospective buyer. After receipt of such notice of intention to terminate this agreement the Builder / Developer shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

15.3. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated in sub-para 15.1 and 15.2 herein above written

then all the instruments under whatsoever head executed between the parties hereto or between the Builder / Developer and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

15.4. If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the promoter, then the Builder / Developer shall deduct **10%** of the consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by the Allottee/s. In the event of cancellation by Allottee, the Builder / Developer is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which was paid to the Government and the Allottee/s shall apply for refund at their own effort and cost.

16. DEFECT LIABILITY

If within a period of five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Builder / Developer any structural defect in the Flat or the building/Project in which the Flat are situated or any defects on account of workmanship, quality or provision of service, the, wherever possible such defects shall be rectified by the Promoter at his own cost.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of the project and in specific the structure of the said unit of the said building/project which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in see page of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean

defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature, damage to electrical equipments due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature etc.

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.

Further where the manufacture warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee/s has been made aware and that the allottee/s expressly agrees that the regular wear and tear of the unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variation in temperature of more than 20C 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 defects is claimed by or on behalf of the allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

17. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS :-

17.1. Considering the Promoter herein is carrying on the construction/development on the said land as aforesaid and further to have the maintenance of building/s and common facilities more conveniently there will be one APARTMENT Formation as per the provisions of the Maharashtra Apartment Ownership Act 1970. Hence, the allottee/s will have to purchase the Flat under the scope and under the provisions of said Apartment declaration deed.

17.2. The Allottee/s along with other allottee(s)s of Flats in the project shall for this purpose also from 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 Flat and including the bye-laws of the proposed apartment and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s.

18. CONVEYANCE OF THE SAID FLAT :-

The Builder / Developer, on receipt of complete amount of the price of the said Flat under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the said unit within 6 months from and after obtaining the full and final completion certificate in respect of the entire project. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Builder / Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamps duty and registration charges to the Promoter is made by the Allottee/s.

19. COMPLETION/ OCCUPANCY CERTIFICATE :-

The Builder / Developer hereby assures to obtain all N.O.C's from various concerned government authorities and shall submit the file to the Local Authority for occupancy/completion certificate. However, if the local authority delays issuing the certificate beyond 21 days after submission of all the required documents/NOC's for occupation/completion, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate.

20. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

20.1. The Allottee/s herein is well aware that, the GST etc. is imposed/increased by the government and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by revenue or other authority, on the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby ,always indemnifies the Builder / Developer from all such levies, cost and consequences. Provided that the Builder / Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

20.2 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building 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 as stated and defined as attached herewith in **Schedule V**. The allottee/s shall pay:-

- 1) Monthly Maintenance charges as may be calculated by the Promoter or office bearers of Apartment Association for meeting common expenses.
- 2) Rs. _____/- is to be paid against lift maintenance deposit.
- 3) The allottee/s also admits to pay additional amount for any additional expenses as and when demanded by the Apartment Association or the Promoter.

The deposit amounts received by the Promoter for the common maintenance charges shall be handed over by the Promoter to the association after deducting the expenses incurred till handing over project to office bearers.

20.3. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Flat and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared on 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;

- b) The Builder / Developer has lawful rights and requisite approval from the competent Authority to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) The Builder / Developer has obtained construction finance on this project from _____ bank except this, there are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the allottee and based on these side details of the drawings and the calculations and areas shown, the allottee/s has agreed to take the said unit.
- f) All approvals, licences and permits issued by the competent authorities with respect to the Project, and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities is with respect to the Project, project land and side building 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 and common areas;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created here in, may prejudicially be affected.

- h) The Builder / Developer has not entered into any agreement for sale with any person or party with respect to said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
- i) The Builder / Developer confirms that the Builder / Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for or 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.

22. CONVENIENT APPS TO USE OF SAID FLAT :-

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

- a. To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of

the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sawers, drains and pipes in the Flat and appurtenances there to in good tenenatable repair and condition, and the particular ,so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slap or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Apartment as the case may be. After possession of the said flat, the allottee/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power backups, pumps etc. and to carry out necessary repairs as and when required.

e. Not to 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 Flat is situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land.
- g. Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concern local authority and/ or Government and/ or other public authority, on account of change of user of the Flat by the Allottee/s for any purpose other than for purpose for which it is sold.
- i. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the allottee/s it to the Builder / Developer under this Agreement are fully paid up.
- j. The Allottee/s shall observe and perform all the rules and regulations which the RATNAPRABHA APARTMENT may adopt at its inception and the additions, alteration or amendments there of that may be made from time to time for protection and maintenance of the said building and the Flats there in and for the observance and performance of the Building Rules, Regulation 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 RATNAPRABHA APARTMENT regarding the occupancy and use of Flat in the Building and Shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. That the allottee shall idemnify and keep idemnifying the promoter towards the against any actions, proceedings, cost, claims and demands in

respect of any breach, non-observance or non- performance of such obligations given specifically here in to the allottee/s.

1. That any nominated surveyor/ architect appointed for specific purpose stated in this covenant and the fees of which shall be mutually decided by and between the promoter and the allottee/s and the same shall be paid by the both the parties equally.

m. The Allottee/s shall not use the premises for industrial manufacturing purposes, workshop, Auto garage, flour mill, printing press and liquor shop, Bar shop, Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group accommodation. Lodging Boarding or for any other immoral or illegal purposes. The Alloteeshall use the flat or any part there of or permit the same to be used only for the residential purpose.

n. The Allottee/s shall not have his premises painted from outside by different color than provided to the building nor the Allottee/s shall change the elevation of the building. The Allottee/s shall also not use additional doors, windows, ventilators, opened other than already provided.

o. All the Owners of flats are restricted to display any such name- board or any advertisement material beyond the height of their respective flats which will spoil the beauty of look of the elevation of project “SHREE RATNAPRABHA APARTMENT”. This restriction is as well applicable to other owners of the Residential Units.

p. The Allottee/s shall use the only said of flat agreed to be sold to him. No other areas shall be occupied by the Allottee/s.

q. Not to obstruct the development work for any reason and in any way.

r. Not to cause any nuisance to other allottee/s and other promoter in any matter whatever.

s. No addition or alteration will be carried out in the flat/building without the consent from the local authorities.

t. The Allottee/s is well aware that the promoter will construct buildings based on Future Potential as mentioned. The Allottee/s assures that after possession of said flat, he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

u. The terrace space/balcony adjacent to the flat shall belong exclusively to the respective Allottee/s of the flat and such theories spaces /balcony are intended for the exclusive use of the respective flat. The said terrace/ balcony shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoter or Apartment as the case may.

v. Construction of a loft and other civil changes done internally shall be at the risk and cost the allottee/s who shall not damage the basic R.C.C. structure. For that matter any change done by the Allottee/s which are not approved and which are not practicable and prudent shall be at the cost and risk of the said allottee/s herein.

w. The Allottee/s shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.

x. All the un allotted terraces or open gardens /spaces/area etc shall remain exclusively owned by the Builder / Developer unless specially allotted to any unit allottee/s and the allottee/s shall not object to the Builder / Developer for allotting or using the same in the any manner as it may deem fit.

y. Not to lift any heavy material from outside or put any kind of weight on the elevation features of the building(including mouldings, carvings, dummy columns, figurines, dummy beams, capitals etc.) which maybe superimpose by the promoter for purpose of elevation. The dirty agrees that no load, including human load shall be brought upon such feature. If any such structural members or elevation features are mutilated or spoilt by the allottee/s or anyone on their behalf or if any mishap occurs due to any weight

being brought on to search elevation feature of the building, the allottee shall be solely responsible for the same and shall be responsible for any such mishap and also for restoring the features to their original state at the cost of the allottee/s only.

z. Allow unlimited access at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents for the promoter and/ or the body or other allottee/s to enter into the said premises or any part thereof to view and examine the state and condition thereof, carry out repairs/maintenance etc.

aa. Not to install split or window air condition in the room at places so as to maintain the elevation and uniformity of the building. The allottee/s shall ensure the water overflow from all air conditioners installed by the allottee/s are properly drained and no water overflow shall fall onto any premises below or in the compound of the building.

ab. Not to install/fix any grills or railing of the balconies, terraces or windows except with the written permission of the promoter.

ac. Not to place any plant or pots on any external face, chajja, parapet at any place in the building (unless provided for by the promoter) which shall be visible in the elevation, nor shall he/she water the plants /pots in any manner that may cause leakage or leave marks or stains on the paint of the building. If any leakage or leave marks or stains on the paints of the building. If any leakage occurs due to violation of these conditions by the allottee/s or if any part of the building or paint is spilt by the allottee/s or anyone on their behalf or if any mishap occurs due to such actions, the allottee shall be solely responsible for the same; and shall also be responsible for the damage due to any mishap and also for restoring the feature and paint to its original state at cost of the allottee/s only.

23. NAME OF THE PROJECT:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Builder / Developer

and consenting party herein has decided to have the name of the Project “RATNAPRABHA APARTMENT” and further erect or affix Builder / Developer's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project of “RATNAPRABHA APARTMENT” are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

24. ENTER AGREEMENT AND RIGHT TO AMEND :-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the said Flat. This agreement may only be amended through written consent of the Parties.

25. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT:-

In case the Allottee/s or the developer/ promoter desires the developer/ Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the project 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 Architect of the project. If there is any reduction in the carpet area within the defined limit then Builder / Promoter shall be 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 Builder / Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square metre as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually

to take his expert opinion of measuring the said unit and submitting the said detail.

26. PROVISION OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for intents and purposes.

That the allottee/s agreed that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceeding of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee/s to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee/s for which consideration has been dispensed.

27. PROMOTER TO HAVE PARAMOUNT CHARGE TILL ALL AMOUNTS PAID:

That the Builder / promoter shall have first and Paramount necessary lien and first charge on the said unit for all amount that the allottee is liable to pay under this agreement and the Builder / promoter shall be entitled to recover and receive the same from the allottee and shall be entitled to withhold giving possession subject to the payment thereof and of the Other liabilities relating to taxation or otherwise.

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

The Allottee/s herein bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s. The Allottee/s shall present this agreement, duly stamped as per rules, at the proper registration office for registration within the time limit prescribed by the registration act and on intimation that the Builder / promoter will attend such office and admit execution thereof. The Purchase hereby indemnifies the Builder / Promoter against any liability towards stamp duty, registration charges and/or other claims/penalties that may be levied by any government authority for non-payment or short payment of stamp duty or other charges upon execution of these agreement.

29. WAIVER NOT A LIMITATION TO ENFORCE:-

29.1 The Builder / Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is not making payments as for the Payment Plan including waiving the payment of interest for the delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Builder / Promoter in the case of one Allottee shall not be construed to be a Precedent and/or binding on the Builder / Promoter to exercise discretion in the case of other Allottee/s.

29.2 Failure on the part of the Builder / Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or the right thereafter to enforce each and every provision.

30. SEVERABILITY:-

If any provision of this Agreement shall be determined to be a void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation 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.

31. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Builder / Promoter through its authorised signatory at the Builder/ Promoter's Office and the Builder / 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.

32. OTHER CONDITIONS:-

a. Whereas the allottee/s also aware of the specification and amenities to be provided by the promoter in said project and the same shall be as per the details attached and the specification Hereunder mentioned. That the promoter is only liable to provide the amenities which are mentioned in this agreement. The sales representative of the promoter have not given any verbal commitments to the allottee herein. The Allottee confirms that he/she/ they will not demand any changes of whatsoever nature in the said flat which the allottee intends to book. The Allottee herein is aware that the brochure provided by the promoter is replica of the proposed project and whereas the actual project will be as natural as it should be.

b. The allottee is aware that the promoter will be applying for the water connection on behalf of the apartment to the Municipal Corporation after receiving completion certificate (as per rules of Nashik Municipal Corporation). However, the authority to sanction the application for waterlines lies with the Nashik Municipal Corporation as per its terms and conditions and whereas the supply of the water by concerned authorities shall be supplied as per daily schedule of Nashik Municipal Corporation and therefore the promoter shall not be held responsible for the supply of the water or low pressure of the water.

C. The promoter assures that he would do all the necessary documentation for acquiring Electricity connection which shall be provided by MSEDCL. The promoter herein assures that he would obtain the sanction regarding the same before possession. However, the allottee shall not have any objection if it gets delayed by whatsoever regions (i.e. technical reasons, shortage of electric meters with MSEDCL etc.). In such situations occurs, the allottee herein is aware that he/she/they are required to obtain temporary connection from the meter of the developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be Borne by the allottee.

d. The promoter herein is aware that he is required to provide drainage line to the apartment which shall be connected to drainage line of the Nashik Municipal Corporation, and the same shall fall under the terms and condition of the Nashik Municipal Corporation. However, if the NMC drainage line is delayed due to any reason not attributable to Promoter or beyond its control, in such case the promoter shall make necessary arrangements at the cost of the allottee/s.

e. The allottee/s is aware that they may be required to execute and register a Supplementary Deed in case there are any variations of inclusion of new or additional rules as per RERA.

f. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the flats in project, all the powers, authorities and right of the accommodation to the allottee herein shall be always subject to the promoter's overall right to dispose of unsold flats and all other right thereon, it is specifically agreed between the parties hereto that for the unsold flats/ tenements/units the promoter herein shall and will not be liable or required to contribute towards the common expansion for maintenance charges or any amount under any head toward the share in the common expense in respect of the unsold tenements nor will be promoter for the new incoming allottee/s be liable and required to pay any transfer charge, premium etc.

g. The allottee/s authorizes and empower the promoter to make representation by executing such document and forms as may be necessary, for procuring electricity connection, water connection and meter for the said flat in the name of Allottee/s, Municipal assessment of the said flat in the name of allottee/s. The allottee/s undertakes to bear all the expenses at actual for the same, as levied by the Competent Local Authority for entire financial year even if the possession of the said flat is taken later.

h. The allottee/s understands that the works of the development and construction on the said land by the developer may continue even after grant of possession of the said of flat to the allottee/s. The allottee/s shall not make any claims of any nature, relating to or on account of nuisance, damages or compensation in this respect.

i. The allottee/s has/have read and understood all the terms and condition of indemnity bond/undertakings etc. given by the promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in the Commencement Certificate, NA order and Completion Certificate (if any) and allottee/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

j. If necessary, the allottee/s hereby irrevocably authorizes the empower the Builder / promoter to represent him before the concern authorities in all matter regarding the property Tax, Assessment and Re-assessment and the decision taken by the Builder / promoter in this regard shall be binding on the allottee. The promoter represent the allotted to do all the necessary thing in all the departments of the Nashik Municipal Corporation, Collector, Government, Semi- Government MSEDCL etc. and the same shall stand ratified and confirmed by the allottee/s personal representation in the form of Signature, the Allottee shall sign the same and shall not withhold the same for any reason whatsoever.

k. The Allottee/s herein declares that in “RATNAPRABHA APARTMENT” project, the Builder / Promoter herein providing amenities and common facilities in the project and it is specifically agreed between the

parties hereto that, the Builder / Promoter shall not be responsible after handing over of the units to buyer of the tenements, the “RATNAPRABHA APARTMENT CONDOMINIUM” shall set it’s own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Builder / Promoter will not be responsible.

33. PROJECT FINANCE:-

a. The Builder / promoter has availed construction finance facility from _____ Bank Limited. The Promoter will provide NOC from _____ Bank Limited for Home Loan/Agreement to sale in favour of Home Loan lending Bank or purchaser/s from _____ Bank Limited if required. The Allottee/s hereby has accorded his/her/their irrevocable consent for the Builder / Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenant not to raise any abstraction and/or impediment and/or any objection for the same.

b. The allottee/s may obtain finance from any bank/financial institution or any other source of purchase of the flat, but the allottee/s obligation to purchase the flat pursuant to this agreement shall not be contingent on the allottee ability or competency to obtain such finance and the allottee will remain bound by the terms of this agreement. The allottee hereby agree that incase he has availed any loan facility for the purchase of the flat, then upon execution and registration of Conveyance Deed in respect of the flat, the original Conveyance Deed shall be received by the promoter on behalf of the allottee from the Registration Office directly and shall be deposited with the concerned lending institution to create the equitable mortgage on the flat in accordance with the terms of grant of the loan.

34. NOTICES:

That notice to be served on the Allottee/s and the Builder / Promoter as contemplated by this Agreement shall be Deemed to have been duly served if sent to the Allottee/s or the Builder / Promoter by Registered Post at their respective addresses specified below:

1. MR

Both R/at:-. (Allottee Address)

M/s. Rajeshwar Builders

R/o. 3, Ashiyana, Jain Sthanak Road,

Ganesh Nagar, Dwarka, Nashik

Mr. Devendra Bapurao Borse & Ors. 4

Address =

**SCHEDULE-I, DESCRIPTION OF THE SAID LAND REFERRED
TO ABOVE**

All that piece and parcel of land having **Plot No. 24**, area admeasuring 585.27 sq. mtrs. assessed at Rs. 773=00Ps. Out of Survey No. 622/29, (Final Plot No. 161 TPS II) lying and being situated at village **Nashik**, and within the limits of Nashik Municipal Corporation and within the limits of Sub-Registration District of Nashik, Taluka and District of Nashik. The boundries are described as under:

East :	Plot No.23
West :	30 ft. Wide Road
South:	60 fts. Wide Road
North :	Plot No.28

SCHEDULE-II,

DESCRIPTION OF THE SAID FLAT/ APARTMENT REFERRED
TO ABOVE

The constructed premises of **Apartment/ Flat No. ____**
(_____) situated on ____ Floor, having carpet area of ____Sq.
Mtrs. “carpet area” +_____ Sq. Mtrs. Balcony + _____ Sq.
Mtrs. Terrace, in the building known as **“RATNAPRABHA**
APARTMENT” which is bounded as under as per the sanctioned
building plan :-

East :
West :
South :
North :

SCHEDULE-III

COMMON AREAS AND FACILITIES:-

- a. The overhead terrace.
- b. The staircase available to the building.
- c. Overhead water Tank constructed on the top of
RATNAPRABHA APARTMENT Building.
- d. The underground water Tank, constructed on ground space along
with the electrical motor fitting and plumbing system thereof in
the RATNAPRABHA APARTEMENT Building and Municipal
water connection.
- e. Plumbing network throughout the said RATNAPRABHA
APARTMENT.
- f. Electric wiring at all the common space is up to the entrance of
each family unit along with main Electric Supply up to meter
box.
- g. Compound wall with Gates.

- h. Foundation columns and roofs along with the common walls
- i. Bore well with electric pump, Rainwater harvesting near bore well.
- j. Lift with Genset, Lift room
- k. Common electric meter for elevator, lights off staircase, lobby etc.if any
- 1. Refuge area of 8th floor

SCHEDULE-IV

- 1. R.C.C; : RCC frame structure, external wall 6” thick and internal walls 4” thick block.
- 2. Plaster: External Sand faced and Internal Neeru finish plaster.
- 3. Doors: Laminated 35 mm Main door with S.S. fittings. Internal Laminated flush doors. Laminated door 35 mm with granite frame for Toilet.
- 4. Windows: 3 track aluminium power coated sliding window with mosquitoes net, safety grill and Granite frames.
- 5. Kitchen: Granite kitchen platform (10 feet) with stainless steel sink. ceramic Tiledado above Kitchen Platform.
- 6. Toilets:Plumbing/ sanitary fitting of Jaquar or equivalent company. Designer glazed tile up to 8 feet and 9.Lift anti skid tiled floor.
- 7. Flooring: 24*24 vitrified tiles. Terrace floor to be in restique ceramic tiles.
- 8. Electrification: Concealed electrification, GM/Leon/Anchor or equivalent switches, adequate electrical points in every room.
- 9. Lift: lift of Kone Elevator India Pvt Ltd elevator or equivalent with Genset.
- 10. Paint: Internal oil bound distemper. External waterproof Apex paint.

11. Parking: Paved with Paver Block.

Due to constant developments the above specification and amenities are subject to change without any notice on account of non-availability amenity of non- availability of material or non- feasibility .

SCHEDULE -V

1. The Expense of maintaining, repairing, redecoration etc. of the main structure in particular the roof, gutter, rain, water pipes, gas pipes. if any, possess entrance, landing and staircase uses and enjoyed by the Allottee in common with other as aforesaid.
2. The cost of Cleaning and lighting the passage, landing, staircase and other part of the building as enjoyed of used by the allottee in common as aforesaid.
3. The cost of decorating exterior of the building.
4. The cost of salaries of Clerks, Bill Collectors, Chpwkidares, sweepers etc. appointed by the developer /Co-op Society to manage and look after the buildings.
5. The cost of maintenance of other light and service charges.
6. Municipal and other charges of taxes to be paid in common for common areas.
7. Insurance of the Building.
8. The Running expenses as necessary or incidental for maintenance.
9. Such other expenses necessary or incidental for maintenance and upkeep of the building.
10. N. A. tax after completion of building.
11. Renewal of maintenance contract with vendors such as maintenance contract of lift etc.

ANNEXURE-“A”

TITLE CLEARANCE CERTIFICATE

Mr

Advocate

Phone -

TO WHOMSOEVER IT MAY CONCERN:

On verification of all the document produce before me, it appears that the title of the property bearing S. No. 807/1/2/5 to 7. Out of which Plot No.1C/2A area adm 3998.00 square meters, lying and being at the Mauje Nashik Dist Nashik is cleared and marketable and Promoter i.e. Roongta Homes LLP on the strength of Revenue sharing Agreement has right to develop the plot and to sale the constructed premises there on.

Sd/- xxx

Mrs..

Advocate

IN WITNESS WHEREOF THE parties here to you have here and to subscribed their respective hands and set their seals on the day, month and year in here in above mentioned.

Signed, Sealed & Delivered

By the within named

Builder Developer Promoter

M/s. Rajeshwar Builders and Developers

Through its Prop.

Mr. Dnyaneshwar Ramnath Sonawane

Signed, Sealed & Delivered

By the within named

Mr.

ALLOTTEE

1) Mr. Devendra Bapurao Borse

- 2) **Mr. Dnyaneshwar (Sunil) Bapurao Borse**
- 3) **Sau. Uttara Anant Kamble**
- 4) **Surekha Bapurao Borse**
 Through its General Power of Attorney Holder
 M/s. Rajeshwar Builders
 Through it's Sole Proprietor
 Mr. Dnyaneshwar Ramnath Sonawane
 CONSENTING PARTY

IN THE PRESENCE OF WITNESSES.

- 1
- 2