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Government Valuation Rs.	/-
Consideration Rs.	/-
Stamp Duty Rs.	/-
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- AGREEMENT OF SALE -

This Agreement of Sale is made & executed on 12th June in the year 2019 on Wednesday at Nashik

BY AND BETWEEN

CENTURY BUILDERS & DEVELOPERS

a registered Partnership firm having its registered address-
Plot No. 16, Laxmiprabha Bunglow,
Old Pandit Colony, Nasik, Tal. & Dist. Nashik
PAN - AAGFC7061F
through its Partner

SHRI. SACHIN SHANKARRAO JADHAV

Age : 47, Occu : Business,
Add: Plot No. 16, Laxmiprabha Bunglow,
Old Pandit Colony, Nasik, Tal. & Dist. Nashik-422005
PAN - ACZPJ4329G

Hereinafter referred to as the "PROMOTER/S/DEVELOPERS/
Vendor which expression shall unless it be repugnant to the context
or meaning thereof mean and include all the partners, their heirs, successors-
in-interest, executors, administrators, representatives, permitted assigns
etc. and all the persons claiming through them, of the FIRST PART;

A N D

1. **Shri.**
Age : 40, Occu :
PAN -
AADHAR -
2. **Mrs.**
Age : 40, Occu :
PAN -
AADHAR -
Both R/o:

Hereinafter referred to as the "ALLOTTEE/PURCHASER/S" which
expression shall unless it be repugnant to the context or meaning thereof
mean and include his heirs, successors-in-interest, executors, administrators,

representatives, permitted assigns etc. and all the persons claiming through him} of the Second PART;

WHEREAS the property bearing Non-agriculture plot No. 18 admeasuring 708.22 Sq. Mtrs. assessed at Rs. 340=00 Ps. out of Survey No. 163/2/22 situated at village Nashik within the limits of Nashik Municipal Corporation, Nashik, Tal & Dist. Nashik is owned & possessed by the Promoter/Vendor. The said property is more particularly described in Schedule I-A hereunder written.

AND WHEREAS the said property is purchased by the Promoter/Vendor from Shri. Vilas & Rajendra Rasiklal Shah by a registered sale deed dated 22/11/2017 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 6578/2017 and accordingly vide mutation entry No. 104557 the name of Promoter/Vendor Century Builders & Developers, a partnership firm through its partner has been mutated to the said plot No. 18 as an owner of the said property. The said mutation entry is duly certified. The said property is in actual possession of the Promoter/Vendor as an owner of the said property.

AND WHEREAS as an owner of the said property described in Schedule I hereunder written, the Promoter/Vendor is authorized and empowered to develop & to construct the structure on the said Project land & to enter into and execute the agreement for sale in respect of the constructed premises in the building to be constructed on the said Project land & accordingly the Vendor has commenced the work of construction of the building on the said Project land under the name & style "V N Residency".

AND WHEREAS the owners of S. No. 163 Shri. Vilas Rasiklal Shah & Others prepared the lay-out in respect of the S. No. 163, the said layout is duly finally approved by The Asstt. Director of Town Planning, Nashik Municipal Corporation, Nashik by its letter No. Nagarrachna Vibhag/ Antim/C-1/24 dated 24/11/2015. The said land is duly converted into non-agricultural use as per the order of Collector of Nashik by its order No. Mah/Kaksh-3/4/Bi.She.Pra.Kra/149/2013 dated 30/5/2013 & accordingly the revenue record is prepared as per the final approved lay-out vide mutation entry No. A-501.

AND WHEREAS the Promoter/ Vendor has decided to develop the said Project land described in Schedule I for residential purpose & the said residential building premises to be constructed thereon will be named as V N Residency.

AND WHEREAS the said V N Residency Apartment consists of Ground + Four Upper Floors which consists of 15 flats/residential units.

AND WHEREAS for the work of construction residential premises the Promoter/Vendor has prepared a building a plan for construction of the building i.e. V N Residency Apartment to be constructed on the

said Project land described in Schedule I hereunder written which is duly approved by the Nashik Municipal Corporation, Nashik & accordingly has issued the Sanction of Building Permit & Commencement Certificate by its letter No. LND/BP/Nashik/DCR/1011/2019 Dated 13/5/2019 & as per the said approved building plan the Promoter/Vendor has started the work of construction on the said land.

AND WHEREAS the Promoter/Vendor has appointed MRS. MADHURA DEVIDAS KULKARNI, Nashik as its Architect. for the project to be constructed on the property described in Schedule I hereunder written & have entered into standard agreement with them as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter/Vendor has appointed a structural Engineer SHRI. YOGIN KULKARNI, Nashik for the preparation of the structural design and drawings of the buildings and the Promoter / Vendor accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS as an owner of the property Century Builders & Developers as the Promoter/Developer has acquired each and every right & authority to deal, develop or dispose-off the said property, to construct a building thereon and the Promoter/Developer herein alone has sole and exclusive rights to sell the Flats/Apartments/Tenements/ in the said building to be constructed by the Promoter/Developer on the said properties and are fully competent to enter into Agreements for Sale/Sale Deeds of the tenements/family units, with the prospective Purchasers at the price and terms and conditions as Promoter/Developer may deem fit and appropriate the sale proceeds thereon.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building/s 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 Promoters has completed all the legal formalities with respect to the right, title and interest in respect of the said property on which the said building is to be constructed and the Promoters are in the actual and physical possession of the said Property.

AND WHEREAS the Promoters declares and discloses that the said project as aforesaid will be subject to the provision of Maharashtra Apartment Ownership Act 1970 and the Maharashtra Ownership Flat

(regulation of the promotion of the construction, sale, management & transfer) Act 1963 & Maharashtra Co-Operative Societies Act, 1960. And for that purpose the necessary Declaration of Apartment will be registered in accordance with the provisions of the said act or a co-operative housing society of all the apartment holders of V N Residency Apartment will be registered in accordance with the provisions of The Maharashtra Co-operative Societies Act, 1960. So also after the registration of declaration, the Promoters will execute and register Deed of Apartment in respect of the said Flat/Apartment in favor of the Allottee/Purchaser or the final deed of conveyance of the said properties described in Schedule I hereunder written & the construction thereon will be conveyed in the name of the Co-operative Housing Society to be formed in the future. The Promoter declares that the said property along with the said building to be constructed thereon shall be governed by the said Acts and the Allottee/Purchaser or the other persons claiming thereunder shall be binding by the provisions of said act.

AND WHEREAS, the Promoter/Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority & the said authority has issued the Registration Certificate vide Registration No. ----- dated / /2019.

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

AND WHEREAS the plans and specification have been displayed for the inspection of the purchasers at the site and also in the office of Promoter/Vendor.

AND WHEREAS after the Allottee/ Purchaser/s enquiry, the Promoter herein had requested the Allottee/Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title, rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. The Allottee/Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. and accordingly, on satisfaction of Allottee/Purchaser/s and their legal council, the Allottee/ Purchaser/s has/have agreed to purchase the residential flat/ Apartment which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto as Annexure- VII, (hereinafter referred to or called as "THE SAID APARTMENT/ FLAT").

AND WHEREAS on demand from the allottee/ purchaser/s, the owner/ Promoter has also given inspection to the Allottee / purchaser/s of all the documents of title relating to the project land and the plans,

designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in all respect.

AND WHEREAS the following documents have been given to the Allottee/Purchaser by the Promoter which are annexed herewith-

- a) The Title Certificate given by Shri. Ratnaparkhi V. V., Advocate which is annexed herewith as Annexure A.
- b) 7/12 extract of the properties described in Schedule I hereunder written which are annexed herewith as Annexure B
- c) Authenticated copies of the plans of the Layout as approved by The Nashik Municipal Corporation, Nashik as Annexure C
- d) The authenticated copies of building plan duly approved by The Asstt. Director of Town Planning, Nashik Municipal Corporation, Nashik which is annexed herewith as Annexure D
- e) Authenticated copy of Registration Certificate of the project granted by RERA which is annexed herewith as Annexure E.
- f) The copies of the plan showing layout of the Floor Plan of the flat. The drawing/print/s showing the flat as agreed to be purchased by the Allottee/ purchaser/s is annexed here under to as the floor plan of the flat/apartment to be purchased as Annexure – F
- g) The copy of the plan showing layout of the car parking, showing the allotted parking to the Flat/ Apartment agreed to be purchased by the Allottee/ Purchaser/s along with the Flat / Apartment is annexed herewith.
- h) The copy of the Commencement Certificate issued by The Nashik Municipal Corporation, Nashik is annexed herewith.
- i) The copy of the N.A. order issued by The Collector of Nashik is annexed herewith.
- j) PAN of Century Builders & Developers and Allottee/purchaser is annexed herewith.
- k) The specifications herein agreed to be provided by the Owner/ Promoter in the Flat/ Apartment which is agreed to be purchased by the Allottee / Purchaser/s herein below is detailed in Schedule-III.
- k) The specifications herein agreed to be provided by the Owner/ Promoter in the said project which will be known as common amenities are detailed in herein below in Schedule-IV.
- l) The common areas and the common facilities have been detailed in herein below as Schedule – V.

AND WHEREAS the Vendor No. 1 has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold is attached herein below as Annexure V and the said flat/apartment which is intended to be bought by the Allottee / Purchaser/s is in this said project (phase/wing) and which is for the purposes of this agreement that the Allottee / Purchaser/s intends to purchase and the Allottee / Purchaser/s shall have the right to claim the same for is marked in as herein below as Annexure VII.

AND WHEREAS the Purchaser/s/Allottee/s has demanded from promoter – and the Promoter/Vendor has given inspection to the Allottee/s of all the documents of title relating to the project land and also the plans, designs and specifications of the said building prepared by the Promoter's Architects Mrs. Madhura Devidas Kukarni, Nashik and of such other documents as are specified under the - Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made there under After the Allottee/s enquiry, the promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself / herself / themselves in respect of marketable title and rights and authorities of the Promoter herein. That the Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building and the said land there under.

AND WHEREAS the Purchaser has agreed to purchase the said Flat/Apartment 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 Purchaser strictly.

AND WHEREAS the Purchaser has agreed to purchase the flat/apartment No. () on floor situated in the V N Residency Apartment building being constructed in the said Project, (here inafter referred to as said apartment and which is more particularly described in the Schedule II written hereunder)

AND WHEREAS the carpet area of the said Flat/Apartment is ----- Sq. Mtrs. (carpet area)+area of Balcony+area of Terrace ----- Sq. Mtrs. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of

the Purchaser, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. /- (Rupees

Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Allottee/Purchaser has agreed to purchase the said Flat 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/Purchaser strictly.

AND WHEREAS the Allottee/Purchaser has independently made himself aware about the specifications provided by the Promoters and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS relying upon the aforesaid application, the Promoters has agreed to allot and sell to the Allottee/Purchaser, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions 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 building.

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;

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

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

1. CONSTRUCTION OF THE BUILDING/APARTMENT.:

The Promoter/Vendor shall construct the residential building scheme under the name & style which will be known as V N RESIDENCY APARTMENT with parking on Ground floor on the said property described in Schedule I hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority. The Promoter has every right to make variation, amendment in the said building plans provided that the Promoter shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser.

2. CONSIDERATION PRICE OF THE SAID FLAT/APARTMENT :

2.1 The Allottee/Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/Purchaser Flat/ Apartment No. () admeasuring Sq. Mtrs. (carpet area)+ area of Balcony+the area of Terrace Sq. Mtrs. on

Floor consisting of Two Bedroom + Hall + Kitchen along with COVERED Car Parking on Ground Floor in V N RESIDENCY APARTMENT which is to be constructed in the said property and which is more particularly described in the schedule-II written hereunder and herein after referred to as the said "Flat / Apartment" as shown in the Floor plan thereof hereto annexed for a mutually concluded and agreed lump sum Consideration of Rs. /- (Rupees Only). This amount of Consideration includes the proportionate price of common areas, facilities appurtenant to the said Flat. The price of the said Flat is on the basis of lump sum only.

2.2 The Separate Covered Car parking will be provided to each flat/ apartment holder. The Car Parking shall be allotted as per the approved parking plan. The car parking number & the flat/apartment to be sold to the purchaser is one & the same. The open parking for Two Wheelers is provided. The plan of the car parking provided to the purchaser is attached herewith.

2.3 The price of the said Flat is as per the prevalent market price, amenities and facilities. The amount of consideration is fixed with mutual consent of both Promoters and Purchaser and there is no dispute about the same. The Promoter has allotted the said parking area to the purchaser without any consideration which is demarketed as per parking lay-out attached herewith which will be used by the Purchaser subject to the terms & conditions of the proposed condominium or society. The nature, extent and description of the common areas and facilities which are more particularly described in the Schedule-III hereunder written. The Promoters have agreed to provide amenities and specifications in the said Flat which are more particularly described as Schedule IV written hereunder.

2.4 The Allottee/Purchaser agrees to pay to the Promoters the amount of the total Consideration of the said Flat Rs. /- (Rupees Only) in the following manner :-

Percentage	Particulars
10%	As a Advance
20%	to be paid to the Promoters after the execution of Agreement.
15%	to be paid to the Promoters on completion of the Plinth of the building in which the said Apartment is located.
25%	to be paid to the Promoters on completion of the slabs of the building in which the said Apartment is located.
10%	to be paid to the Promoters on completion of the walls, internal plaster, external plumbing and external plaster, of the said Apartment.
5%	to be paid to the Promoters on completion of the sanitary fittings, floorings doors, windows, staircases, lift wells, lobbies upto the floor level of the said Apartment.
10%	to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, elevation, terraces with waterproofing, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
5%	against and at the time of handing over of the possession of the Apartment to the Allottee/ Purchaser on or after receipt of occupancy certificate or completion certificate.

Out of the total amount of consideration & considering the work of the flat premises completed by the Vendor, the Allottee/Purchaser has paid an amount of Rs. /- (Rupees Only) to the Promoters in the following manner-

Amount	Particulars
/-	In words Rs. only paid by the Purchaser to the Vendor by Cheque No. drawn on Bank, Branch, dated / 6/2019 which is received by the Vendor.

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by the Developer on the Allottee producing such certificate within 4 months of the possession. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the allottee/s.

2.7 The Total Price is escalation-free, save and except escalations/increases, which the Allottee/Purchaser 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 Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. The Promoters may charge the Allottee/Purchaser separately for any upgradation/changes specifically requested or approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facility which have been done on the Allottee/Purchaser request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.8 The Promoters 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/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Promoters within seven days from date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he shall pay the aforesaid amount along with the service tax, Vat, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.9 The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoters.

3. MEASUREMENT OF CARPET AREA OF THE SAID APARTMENT:

The Promoters shall confirm the final carpet area of the said Flat/Apartment that has been agreed to be sold to the Allottee/Purchaser after the construction of the said Buildings 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 3%. The total price payable for the said Flat/Apartment shall be recalculated upon confirmation by the architect of the said building. If there is any reduction in the carpet area within the defined limit then Promoters

shall refund the excess money paid by the Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area of the said Flat allotted to the Allottee/Purchaser, the Promoters shall demand additional amount from the Allottee/Purchaser as per the next milestone of the payment plan and Allottee/Purchaser shall pay for the same without which the possession of the said Flat/Apartment shall not be given to the Allottee/Purchaser. All the monetary adjustment shall be made at the same rate per Sq.Mtrs. as agreed in this agreement. That in such case, the parties hereto agrees that Mrs. Madhura Kulkarni, Architect, Nashik will be appointed as an expert to take his expert opinion of measuring the said Flat/apartment and submitting the said details.

4. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Promoters, within the stipulated time as on due date as per the schedule mentioned above in the payment plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of V N Residency Apartment payable at Nashik

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

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

6. INTEREST ON UNPAID DUE AMOUNT :

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/Purchaser 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 and Allottee/Purchaser to the Promoters till the 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 Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Flat/Apartment and the Allottee/Purchaser has/have agreed to pay the same as and when demanded before the possession of the said apartment.

7. OBSERVATION OF CONDITION IMPOSED BY LOCAL/PLANNING AUTHORITY :

The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or Central authority including Environment Department at the time of sanctioning the said plans or anytime thereafter or at the time of granting completion certificate or anytime thereafter. The Promoters shall before handing over possession of the said Flat/Apartment to the Allottee/Purchaser, obtain from the concerned planning/local authority occupancy and/or completion certificates in respect of the said Flat/Apartment.

Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said Flat/Apartment until the completion certificate is received from the local authority and Allottee/Purchaser has paid all dues payable under this agreement in respect of the said Flat/apartment to the Promoters and has paid the necessary maintenance amount/deposit, service tax, Vat, G.S.T. and other taxes payable under this agreement of the said Flat/Apartment to the Promoters.

Howsoever for the purpose of defect liability on towards the Promoters, the date shall be calculated from the date of handing over possession to the Allottee/Purchaser for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Flat/building as stated in the said agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done within the said Flat or in the said building done by him or by any third person on and behalf of the Allottee/Purchaser then the Allottee/Purchaser expressly absolves the Promoters for the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoters.

8. DISCLOSURE AS TO FLOOR SPACE INDEX :

The Promoters hereby declares that the Floor Space Index available at the time of sanctioning the plans was 1.10% and as on date the Floor Space Index available with respect to the said property is 1.10% of the project land/said property i.e. 779.04 Sq. Mtrs. only and the Promoters have paid the premium of Rs. 7,92,000/- for paid FSI & planned to utilize Floor Space Index of 146.35 Sq.Mtrs. which is 0.21% of the project land and FSI available on payment of premium which is 354.11 Sq.Mtrs. 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. However out of the said total FSI available 1133.15 Sq. Mtrs. the Promoter/Vendor has utilised 925.39 Sq. Mtrs. area for the said V N Residency Apartment. The Promoters has disclosed the Floor Space Index of 925.39 Sq. Mtrs. as proposed to be utilized by them on the project land in the said Project and Allottee/Purchaser has agreed to purchase the

said Flat/Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

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

10. SPECIFICATION AND AMENITIES :

The specifications and amenities to be provided by the Promoters in the said building and the said Flat/Apartment are those that are set out in Schedule IV written herein under. As per Promoters policy there shall be no customization permitted inside the said Flat/Apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

11. TIME IS THE ESSENCE :

11.1. Time is essence for the Promoters as well as the Allottee/Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in this agreement.

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