

[1]

READY RECKNER CHART NO. 25.3
RATE FOR FLAT RS. 31,900/- PER SQ.MTR.
CARPET AREA OF FLAT_____ SQ. MTRS. + USABLE AREA OF
BALCONIES/UTILITY/TERRACE/OTTA OF _____ SQ. MTRS.
CONSIDERATION RS. _____
MARKET VALUE RS. _____
STAMP RS. _____
REGISTRATION FEE RS. _____

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on
this _____ day of _____ **2024**.

B E T W E E N

M/S. RADHEYA CONSTRUCTIONS & DEVELOPERS,
PROPRIETORY CONCERN THROUGH ITS PROP. **MR. RAVI**
RAGHUNATH MAHAJAN, Age **55** Years, Occupation **Business**, R/o.
109, 113 to 116, The Presidency, Gadkari Chowk, Old Agra
Road, Nashik - 422002.

PAN : AFFPM1445K,
AADHAR NO. 6115 5927 5134.

Hereinafter referred to as the **VENDOR/PROMOTER** (Which
expression shall unless it be repugnant to the context or meaning
thereof mean and include its other partners, their legal heirs,
executors, administrators, assigns, etc.) of the **FIRST PART**.

A N D

[1] _____

Age _____ Years, Occupation _____

PAN : _____

AADHAAR NO. _____

[2] _____

Age _____ Years, Occupation _____

PAN : _____

AADHAAR NO. _____

Both R/o. _____.

Hereinafter referred to as the **"PURCHASER/ ALLOTTEE/S"** (which
expression shall unless it be repugnant to the context or meaning
thereof mean and include his/her/their heirs, executors,
administrators, assigns, etc.) of the **SECOND PART**.

WHEREAS the vendor is well & sufficiently entitled to all that piece & parcel of the land situated at Wadala, Tal. Dist. Nashik, more particularly described in the first schedule written hereunder.

AND WHEREAS the Ganpat Gopala Khode and others were the owners of land admeasuring 6361.75 Sq. Mtrs out of S. No. 82/1/2/1 to 5 total admeasuring 9000.00 Sq. Mtrs. after deducting the area of 2638.25 Sq. Mtrs. subjected to D.P. Road widening and the said land owners entrusted the said property to Mohan Trambak Pawar for development of the same to the vendor a development agreement And General Power of Attorney Dated 12/11/2001 which are duly registered at the office of Sub Registrar, Nashik-2 at Sr. No. 10592 and 10593 on 12/09/2001 and as such names of the said developer Mohan Trambak Pawar is mutated in the other rights column under M. E. No. 5843 on 15/11/2001.

AND WHEREAS That the land owners of hissa No. 1 to 5 of S. No. 82/1/2 executed an agreement on 24/12/2007 in faovur of Nashik Municipal Corporation for the area admeasuring 2638.25 Sq. Mtrs. for D.P. Road, the said agreement is duly registered at Sr. No. 182 on 04/01/2008 and the name of Nashik Municipal Corporation is mutated in the owners column for the area of D.P. Road of all the hissas under M. E. No. 8695 on 05/01/2008.

AND WHEREAS that the vendor/promoter agreed to purchase land admeasuring 6361.75 Sq. Mtrs out of S. No. 82/1/2/1 to 5 from Ganpat Gopala Khode and others with the consent of developer Mr. Mohan Trambak Pawar under agreement of sale dated 31/12/2010 which is duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 1723 on 07/02/2011 and in terms of the said agreement of sale the final sale deed is executed on 05/03/2011 which is duly registered at Sr. No. 2735 on 05/03/2011 and as such name of the said vendor/ promoter is mutated in the owners column of the record of rights under M. E. No. 10403 on 06/04/2011.

AND WHEREAS Arpana Ajit Sanklecha and Payal Dilip Sanklecha purchased S. No. 82/1/4 admeasuring H. 00.30 R. i.e. 3000.00 Sq. Mtrs. from Gangadhar Gopala Khode etc. by sale deed dated 03/04/2007 which is duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 01998 on 03/04/2007 and as such name of the said purchasers are mutated in the owners column of the record of rights under M. E. No. 8306 on 15/05/2007.

AND WHEREAS Arpana Ajit Sanklecha and Payal Dilip Sanklecha entrusted S. No. 82/1/4 admeasuring H. 00.30 R. i.e. 3000.00 Sq. Mtrs to Vascon Dwellings Pvt. Ltd. for development of the same under Development Agreement Dated 06/06/2007 which is duly registered at Sr. No. 3594 and as such name of the developer is mutated in the other rights column under M.E. No. 8699 on 07/01/2008.

AND WHEREAS Vendor/promoter agreed to purchased S. No. 82/1/4 total admeasuring H. 00.30 R. i.e. 3000.00 Sq. Mtrs. from previous owners Aparna Ajit Sanklecha and Payal Dilip Sanklecha with the consent of Vascon Dwellings Pvt. Ltd. under an agreement of sale dated 26/12/2011 which is duly registered at the office of

Sub Registrar, Nashik at Sr. No. 410 on 10/01/2012 and in consistence with the said agreement of sale, Sale deed is executed on 07/08/2012 which is duly registered at the office of Sub Registrar Nashik 3 at Sr. No. 8273/2012 on 07/08/2012 and as such name of the vendor/promoter is mutated in the owners column under M. E. No. 11887 on 19/08/2012.

AND WHEREAS by virtue of the aforesaid documents the vendor/promoter has absolute and exclusive right to construct building and sell the same and appropriate the sale proceed thereof.

AND WHEREAS the land owners of S. No. 82/1/2/1 to 5 converted the said property to Non Agri. use under the M. L. R. Code under Order of Collector, Nashik under No. Maha/Kaksh/3/4/Bi.She. Pra.Kra./53/2010, dated 19/04/2010 for residential purpose and land admeasuring 1902.52 Sq. Mtrs. out of S. No. 82/2/4 total admeasuring 3000.00 Sq. Mtrs. after deducting the area of D.P. Road and Nala admeasuring 1097.48 Sq. Mtrs. is converted to Non Agri. use under the M. L. R. Code under NOC of Collector, Nashik under No.Masha/Kaksh/3/7-1/Na.Ha.Da./S.R./108/2016,dated 13/07/2017 for residential purpose.

AND WHEREAS Vendor/Promoter has prepared initial building plan by amalgamating all aforesaid property which is duly approved by Nashik Municipal Corporation under **Commencement Certificate No. LND/BP/A4/BP/575/2022**, dated **25/02/2022** and as per this approved building plan there two Phases, in **Phase I there are 4 wings consisting of A, B, C & D wings and vendor/promoter intends to construct A to D wings consisting of Common Basement for Parking below Ground, Ground Floor partly for parking and partly for commercial shops and First to Fourteen Upper Floors for residential purpose and in Phase II there are three wings consisting of E, F & G wings, E wings consisting of Basement floor for parking, Ground Floor for parking and First floor to Fifteen Upper Floor for residential purpose and F and G Wing consisting of Basement floor for parking, Ground Floor for parking and First floor to Four Upper Floor for residential purpose** which is the phase II of the project after vendor/promoter shall purchased additional TDR on aforesaid property and accordingly the Vender has commenced construction of Phase I of the project.

AND WHEREAS vendor/promoter has amalgamated all the properties bearing S. No. 82/1/2/1, 82/1/2/2, 82/1/2/3, 82/1/2/4, 82/1/2/5 and 82/1/4 and prepared a building plan which is duly approved as per the aforesaid commencement certificate and whereby new 7/12 extract are prepared for all the amalgamated properties S. NO. 82/1/2/1to5/82/1/4 total admeasuring 12000.00 Sq. Mtrs. and out of the said land admeasuring 3735.73 Sq. Mtrs. is subjected for road widening to NMC, more fully described in the first schedule.

AND WHEREAS the promoters have accrued the title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and

marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

AND WHEREAS the Promoter is entitled to construct buildings on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the vendor has decided to develop the said property by constructing an ownership commercial and residential complex in the name of **AMRUTDHARA HOUSING COMPLEX**.

AND WHEREAS the Allottee has offered to purchase an **Flat No. _____** on the _____ Floor in "**_____**" **Wing**, (herein after referred to as the said "Apartment") in **AMRUTDHARA HOUSING COMPLEX** (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule written hereunder, the allottee is offering to purchase with full knowledge that the promoter has obtained all the necessary approvals from Competent Authorities for construction on the said property.

AND WHEREAS the Promoter has entered into a standard Agreement with an **Architect Umesh Bagul** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer **MR. UMESH JOSHI, J. W. LLP., Pune** and Consultant for the structure shall be for the preparation of the structural design and drawings of the buildings, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoter has registered the Project under the provisions of the **Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under No. _____** on _____

AND WHEREAS the allottee are offering to purchase with the full knowledge that the promoter has obtained all necessary approvals from the Competent Authority for the development of the land. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Umesh Bagul** and of such other documents as are specified under the Real Estate **(Regulation and Development) Act 2016 (hereinafter referred to as "the said Act")** and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate **Shri. Subodh M. Shah** of the Promoter, authenticated copies of Property card or 7/12 extract or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the promoter has decided to subject the property to the provisions of Apartment Ownership Act and as such the promoter shall form the association of apartment owners by registering the declaration of apartment as per the provisions of apartment ownership act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by the allottee.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the building is proposed is annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority are annexed hereto.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the vendor/promoter has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property admeasuring 9361.75 Sq. Mtrs. out which 1097.48 Sq. Mtrs. is allotted for Nala and D. P. Road widening to NMC, Net plot area is 8264.27 Sq. Mtrs. and 858.00 sq. mtrs. is kept as recreation open space and 25.00 sq. mtrs. is for transformer MSEB space having basic FSI of 9090.69 Sq. Mtrs. and the premium FSI used admeasuring 4680.87 Sq. Mtrs. while the additional Free FSI granted for 18.00 mtr. D.P. Road widening is 2194.96 Sq. Mtrs. and also the additional free FSI is available and used is 1818.13 Sq. Mtrs. and Ancillary FSI is 10685.69 Sq. Mtrs. total entitlement of FSI is 43107.26 Sq. Mtrs. and as per approved building plan the proposed built up area 28470.34 sq. mtrs. The vendor intends to utilise the remaining FSI permissible by utilizing additional TDR the premium

and ancillary FSI by revising the building plan while commencing the Phase II and as per existing building plan and the promoter has commenced the construction of Phase I as per the approved building plan as on today and the promoter intends to start the work of Phase II of the project of E, F and G wings on approval of the revised building plan as and when prepared and sanctioned by Nashik Municipal Corporation whereby the promoter intends to take all the benefits as may be made available on the said property for additional construction as per DC rules applicable and by using and utilizing the permissible TDR admeasuring 13106.45 Sq. Mtrs. or as may be required at the time of revision of building plan and utilized the balance permissible premium FSI of 14637.00 Sq. Mtrs. and construct the building of Phase II of the project as per the revised approved building plan although the permissible TDR and the premium FSI may change according to the new unified UDCPR at the time of the sanction of the revised building plan by Nashik Municipal Corporation and construct additional floors on E, F and G Wing as may be sanctioned by Nashik Municipal Corporation at the time of revision of the building plan and the vendor/promoter shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose off the same and the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the purchaser/allottees for amendment of the building plan, if the area, location and size of the apartment of the purchaser/allottees is adversely affected.

AND WHEREAS C. The Promoter thereafter obtained a project loan from Piramal Enterprises Limited ("Lender"). The Promoter has secured the Loan availed from the Lender by executing Mortgage cum Charge Deed dated 21.12.2023 and which Deed is duly registered at the Office of Sub Registrar No 3 at Sr. No. 11986-2023 in favour of Piramal Trusteeship Services Private Limited ("Trustee")

AND WHEREAS at the time of booking the allottee has been informed by the promoter about the payment schedule, installments to be made as per the payment schedule agreed between the parties and other payments related terms and conditions and upon agreeing and accepting the above the Allottee has applied to the Promoter for allotment of **Flat No. _____** on the _____ Floor in "____" Wing in the project **AMRUTDHARA HOUSING COMPLEX.**

AND WHEREAS the **carpet area of the said Flat is _____ Sq. Mtrs. and usable area of Balconies + Alternate Terrace + Utility total admeasuring _____ Sq. Mtrs. Adjoining to the said flat** and **"carpet area" as per RERA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony/varandah appurtenant to the said Apartment for exclusive use of the Allottee and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by

all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rs. _____ only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment and receipt whereof the Promoter hereby admit and acknowledge, and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS 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. Notwithstanding anything stated in any other document/allotment letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter/vendor. That the vendor has obtained a project loan from PIRAMAL ENTERPRISES LIMITED, Mumbai Branch on the said property and the vendors assure the purchaser that the vendor shall repay the said amount of loan. It will be sole liability of the vendor to repay the said loan.

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

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

- 1. CONSTRUCTION OF PROJECT/APARTMENT** - The Promoter has initially commenced the construction of **Phase I there are 4 wings consisting of A, B, C & D wings and vendor/promoter intends to construct A to D wings consisting of Common Basement for Parking below Ground, Ground Floor partly for parking and partly for commercial shops and First to Fourteen Upper Floors for residential purpose and in Phase II there are three wings consisting of E, F & G wings, E wings consisting of Basement floor for parking, Ground Floor for parking and First floor to Fifteen Upper Floor for residential purpose and F and G Wing consisting of Basement floor for parking, Ground Floor for parking and First floor to Four Upper Floor for residential purpose** which is in accordance with the plans, designs and specifications as approved by the

concerned local authority at present and as may be made available by the Nashik Municipal Corporation by using and utilizing additional FSI, TDR if made available by local authority. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications if such modifications adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law and the promoter intends to construct and develop the project together with the infrastructure and common areas and amenities thereof in accordance with the applicable laws.

The allottee confirms that all the amenities, common access, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the entire property shall be jointly used and maintained by all the purchasers of the apartments in all the wing and the allottee waives his rights to raise any objections in this regards.

The allottee further acknowledges that, the unutilized/residual FSI, TDR and the balance unutilized premium FSI including future incremental or enhancement due to change in law or otherwise in respect of the said land shall always be available to and shall always be for the benefit of the promoter and the promoter shall have the right to deal or use the FSI as it may deem fit without any objection or interference from the allottees or organization. In the event of any additional FSI in respect of the total land being increased as a result of any favorable relaxation of the relevant building regulation or otherwise at anytime hereinafter the promoter alone shall be entitled to the benefit of all such additional FSI for the purpose of development or construction on the land.

2. CONSIDERATION, PRICE OF THE SAID APARTMENT –

- 2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No.** _____ on _____ Floor admeasuring _____ **Sq. Mtrs.** carpet area and usable area of Balconies + Alternate Terrace + Covered Area + Utility total admeasuring _____ **Sq. Mtrs.** in “_____” **Wing** hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.** _____/- (**Rs.** _____ **only**) (“**Sale Consideration**”) including the proportionate share in the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule written hereunder.
- 2.2 The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____/- (**Rs.** _____ **only**) in the following manner :-

Amount	Cheque No. /RTGS/NEFT	Bank Name	Date
Rs. _____			

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- 2.3 The allottee/purchaser hereby agrees to pay to the promoter the balance amount of **Rs. _____/- (Rs. _____ only)** in the following manner :-
- [1] **15%** to be paid to the Promoter on commencement of Excavation work of the building in which the said apartment is located.
 - [2] **10%** to be paid to the Promoter on commencement of work of footing raft slab of the building in which the said apartment is located.
 - [3] **10%** to be paid to the Promoter on commencement of plinth of the building in which the said apartment is located.
 - [4] **10%** to be paid to the Promoter on commencement of the first slab of the building in which the said Apartment is located.
 - [5] **10%** to be paid to the Promoter on commencement of the fourth slab of the building in which the said Apartment is located.
 - [6] **10%** to be paid to the Promoter on commencement of the eight slab of the building in which the said Apartment is located.
 - [7] **10%** to be paid to the Promoter on commencement of the twelfth slab of the building in which the said Apartment is located.
 - [8] **10%** to be paid to the Promoter on commencement of the Fifteenth slab of the building in which the said Apartment is located.
 - [9] **5%** to be paid to the Promoter on commencement of the block work/brick work of the building in which the said Apartment is located.
 - [10] **5%** to be paid to the Promoter on commencement of the plaster work of the building in which the said Apartment is located.
 - [11] **3%** to be paid to the Promoter on commencement of Flooring, Plumbing and Electrification work of the building in which the said Apartment is located.
 - [12] **2%** against and at the time of handing over of the possession of the Apartment to the Allottee.
- 2.4 The Sale Consideration does not includes the expenses of stamp duty, registration fee, LBT (surcharge), MSEB and water meter and connection charges, infrastructure charges and formation and registration of association of apartments, deed of apartment, and legal expenses & GST charges.
- 2.5 That each purchaser of apartment shall deposit an amount of Rs. 50,000/- towards the corpus fund for his/her flat in the account of the association of apartment owners as may be form and the proportionate maintenance and repairs of the

building before the possession for fitout and the total corpus fund shall be deposited in the bank account of association of apartment owners and the interest thereon shall be utilized towards the maintenance of the building. Except the said amount of maintenance all the premises holders in the building shall initially contribute Rs. 18000/- per annum shall be deposited in the bank account of association of apartment owners.

- 2.6 The Sale Consideration above excludes all taxes, charges, levies, cess, etc. applicable on the transfer and sell of the flat to the allottee but not limited to GST and other charges both present and future or any increase thereof as may be applicable from time to time. Such amount shall be separately charged and recovered from the allottee. The allottee shall also be liable to be charged interest/ penalty/loss incurred by the promoter on account of the allottee's failure and/or delay to pay such taxes, levies, cess, statutory charges, etc.
- 2.7 The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.
- 2.8 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as the Promoter and allottee may decide for the period by which the respective installment has been preponed.
- 2.9 The Promoter shall confirm the final carpet area before giving possession of the flat that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee before giving the possession to the purchaser. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made

at the same rate per square meter as agreed in this Agreement.

3. MODE OF PAYMENT : Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through Escrow A/c named **RCD AMRUTDHARA HOUSING COMPLEX PHASE 1 MASTER ESCROW A/C.** by payee cheque/demand draft or online payment (as applicable)

4. The Sale Consideration to be deposited in the Project Account by the Allottee, shall be dealt by the Promoters in the accordance with Real Estate Regulation Act, 2016 ("RERA") read with the RERA Rules.

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

6. INTEREST ON UNPAID DUE AMOUNT : Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the allottee 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 to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest expenses thereof shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee from time to time or on completion of the said project /apartment, and the allottee has agreed to pay the same as and when demanded before the possession of the said apartment.

7. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY : The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the

purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/deposit, payable under this agreement to the promoters.

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

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

8. DISCLOSURE AS TO FLOOR SPACE INDEX -

[A] The Promoter hereby declares that the floor space index available as on date in respect of the project as follows :-

9361.75 SQ.MTRS.	TOTAL LAND AREA.
1097.48 SQ. MTRS.	AREA UNDER D.P. ROAD WIDENING AND NALA.
8264.27 SQ. MTRS.	PLOT AREA.
9090.69 SQ. MTRS.	BASIC FSI.
858.00 SQ.MTRS.	RECREATIONAL OPEN SPACE.
25.00 SQ. MTRS.	TRANSFORMER.
4680.87 SQ. MTRS.	PREMIUM FSI.
2194.96 SQ. MTRS	FSI IN-SITU OF D. P. ROAD WIDENING AREA.
1818.13 SQ. MTRS.	ADDITIONAL FSI AREA (20%) FOR INCLUSIVE HOUSING.
10685.69 SQ. MTRS	ANCILLARY FSI.

Promoter has right to consume total FSI of 43107.26 Sq. Mtrs. AND as per approved building plan and the vendor intends to

utilized 28470.34 Sq. Mtrs. FSI as per the approved building plan.

[B] That as per the sanctioned scheme and building plan 20% of the basic free FSI is to be allotted to MHADA and as such as per approved building plan the promoter/vendor have reserved proportionate flats of the project for MHADA.

9. DISCLOSURE OF MARKETABLE TITLE : The promoter has made full and true disclosure of the title of the said land as well as encumbrance, if any, known to the promoter in the title report of the advocate and/or this Agreement. The promoter has also disclosed to the allottee/nature of its right, title and interest or right to construct building/s and also give inspection of all documents to the allottees, as required by the law. The allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into this agreement.

10. SPECIFICATIONS AND AMENITIES : The specifications and amenities of the apartment to be provided by the promoter in the said project and the said apartment are those that are set out in Schedule hereto. Common amenities for the project on the said land are stated in the schedule annexed hereto. In the project multi storied high rise building/wings are under construction and considering to maintain the stability of the building and internal structures, herein specifically informed by its consultants not to allow any internal changes.

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

12. TERMINATION OF AGREEMENT : Without prejudice to the right of Promoters to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 Purchasers fails to rectify the breach or breaches mentioned by the Promoters

within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the instalments of the sale consideration of the apartment which may till then have been paid by the allottee to the promoter. That on such cancellation, the agreement for the apartment shall stand immediately cancel and the allottee shall have no right whatsoever with respect to the said apartment. On cancellation of the agreement, the promoter shall deduct the following amounts as liquidated damages from the amount to be refunded to the allottee.

1. Booking amount subject to maximum of 10% of sale consideration.
2. All amounts paid or payable as brokerage fee to any real estate agent.
3. Administrative charges.

13. POSSESSION OF APARTMENT : The Promoter shall give possession of the Apartment to the Allottee in PHASE-I on or before **30/04/2027** and Phase-II on or before **30/04/2029**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of –

- i. Non-availability of sand, steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree/Order of any Court/Tribunal/Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.
- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.

- x. Delay in grant of any NOC/permission/license/connection installment of any services such as elevators, electricity and water connections and meters to the project/flat/premises/ road etc. or completion certificate from any appropriate authority.
- xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, 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 Purchasers agree that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agree and confirm that, in the event if it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the purchaser at the earliest without any interest. On refund of the money paid by the Purchasers, Purchasers agree that he/she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

14. Procedure for taking possession : The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate of the Project.

15. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

- 15.1 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the

Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause above such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 15.2 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee shall not carry out any alterations of the whatsoever nature in the said apartment or phase/wing and in specific the structure of the said unit or the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the allottee shall not make any alterations in any of the fittings, pipe lines, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may damage waterproofing and result in seepage of the water. If any of the works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the structural defect.

That it shall be the responsibility of the allottee to maintain his apartment 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 grout/epoxy to prevent water seepage.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variations in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, 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 structures and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 16.** The above amount of consideration does not include the following expenses which the Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- (i) Rs. NIL for share money, application entrance fee of the association.
- (ii) Rs. 20,000/- for formation and registration of the association and registration deed of apartment.
- (iii) Rs. NIL for proportionate share of taxes and other charges/levies in respect of the association.
- (iv) Rs. 50,000/- towards corpus fund and Rs. 18,000/- per annum towards maintenance of the building to be deposited in the name of association of apartment. That the said amount of corpus fund and maintenance shall be used towards all maintenance of the building, lift maintenance and common areas surrounding the premises etc., as the association of apartment may decide.
- (v) Rs. 50,000/- Towards the proportionate expenses of installation charges for common water meter, and electric meter, individual electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges, etc. and common water meter connection charges. Etc.
- (vi) The Total Sale Consideration is worked out, after passing appropriate benefit for overall reduction in indirect tax, keeping in mind provisions of anti-profiteering clause under GST.
The above said benefit has been explained to the satisfaction of buyer allottee and the same has been agreed upon by both Seller and buyer allottee with no further demand or liability, in this regard from each other in future.
- (vii) Infrastructure cost of Rs. 1,00,000/-

17. The Allottee shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

18. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

19. FORMATION OF APARTMENT : The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the

Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

20. TRANSFER OF TITLE : The Promoter shall, within a reasonable period from the registration of the Association and completion certificate from Nashik Municipal Corporation to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated, provided that all the flat purchasers have paid their respective amount of consideration to the vendor and the said transfer shall be by way of deed of apartment of the individual apartment to the allottees.

20.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, 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. Until the association is formed and all the apartment is transferred in the name of the individual purchaser by way of deed of apartment.

21. That on completion of the project and on formation of association the association shall be liable for the fire audit from time to time from the concerned authorities, insurance of the building, the inspection of lifts from PWD department, maintenance of Lift and Fire equipments and the association shall be liable for the annual maintenance contract of the lift, fire and general maintenance of the building.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in this Agreement;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement, has obtained the necessary NOC from the Trustee and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.
- xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupation certificate is received and thereafter by the association or the purchasers.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served

upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

23. It is further agreed by and between the parties that the Promoters shall not be liable to pay the adhoc maintenance charges for the unsold premises till final conveyance of the said unsold premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organization the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

24. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lift, etc. or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment

on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the association of apartment owners.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Not to make any changes in elevation such as enclosures in terraces, balconies, dry balconies, addition of grills, etc. and installations of dish antennas without the permission of the vendor.
- xiii. Not to change the windows, window grills, railings of the said flat.
- xiv. The allottee/purchaser or any owner or occupier of the tenements in the building shall not be entitled to disturb the homogeneity of the building or to erect any outer expansion by any manner and to install or to erect any type of permanent or temporary structure on the terrace or to store soil or heavy things on terrace. The allottee/purchaser also shall not obstruct by act and/or omission any outlet of drain or rain water or sewerage in any manner.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, common parking spaces, lobbies, staircases, terraces recreation spaces, common amenities for residents on stilt floor, lifts, entrance lobbies, club house, garden will remain the property of the Promoter until the said structure of the building is transferred to the association and until the project land is transferred to the association as hereinbefore mentioned.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

28. ENTIRE AGREEMENT : This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

29. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

valid and enforceable as applicable at the time of execution of this Agreement.

32. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

33. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nashik. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

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

35. NOTICES/COMMUNICATIONS : [a] That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified as mentioned in this agreement. [b] It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

37. STAMP DUTY AND REGISTRATION : The charges towards stamp duty and Registration of this Agreement, GST charges shall be borne by the purchaser.

38. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

40. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a] The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b] Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c] The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d] The car parking area shall not be enclosed under any circumstances.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property **Land admeasuring 8264.27 Sq. Mtrs.** out of **S. NO. 82/1/2/1to5/82/1/4** total admeasuring 12000.00 Sq. Mtrs.(Land admeasuring 3735.73 Sq. Mtrs. is subjected for road widening to NMC) situated at Wadala, Tal. Dist. Nashik, within Nashik Municipal Corporation and within registration and sub registration district of Nashik.
Bounded as follows:-

EAST	BY S. NO. 82/4 & 82/5
WEST	BY S. NO. 82/1 PART & 18.00 MTRS. D. P. ROAD.
NORTH	BY 30.00 MTRS. D.P. ROAD
SOUTH	BY 9.00 MTRS. COLONY ROAD & S. NO. 82 PART.

SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERED

NAME OF THE PROJECT	AMRUTDHARA HOUSING COMPLEX
WING	“ _____ ”
FLAT NO.	_____
FLOOR	_____

CARPET AREA	_____ SQ. MTRS.
USABLE AREA OF BALCONIES/UTILITY/ TERRACE/OTTA	_____ SQ. MTRS.

BOUNDRIES OF THE SAID FLAT

EAST	BY
WEST	BY
NORTH	BY
SOUTH	BY

AMENITIES TO BE PROVIDED IN THE FLAT

(A) LIVING

- ❖ Entrance laminated door with night latch.
- ❖ Premium quality 2' x 2' vitrified flooring with skirting.
- ❖ Neeru finish plaster on all rooms internal walls.
- ❖ Superior quality acrylic emulsion paint on the walls.
- ❖ Concealed wiring with premium quality modular switches.
- ❖ Polycab or equivalent brand concealed wiring.
- ❖ M.S.Grill and granite frame to windows with 3 track powder coated alluminium sliding shutters with mosquito net.
- ❖ Telephone and Dish or cable points in living.

(B) KITCHEN

- ❖ Service & cooking kitchen platform of granite with stainless steel sink.
- ❖ Dado upto lintel level (7 Ft) height with good quality glaze tiles above kitchen platform and plain white tiles below platform.
- ❖ Good Quality C.P. Fittings.
- ❖ Drinking water connection in kitchen sinks.

(C) BEDROOMS

- ❖ Decorative flush doors.
- ❖ Premium quality 2' x 2' vitrified flooring.
- ❖ Neeru finish plaster on all the walls.
- ❖ Superior quality acrylic emulsion paint on the walls.
- ❖ Provisions for light point in all bed rooms.
- ❖ Concealed wiring with premium quality modular switches.
- ❖ Polycab or equivalent brand concealed wiring.

(D) BATHROOMS

- ❖ Bathroom with 7 ft. height glazed tiles dado, hot and cold mixture system with good quality sanitary and bath fittings.
- ❖ Ceramic tiles flooring in Toilets.

- ❖ All toilets with have Jaquar or equivalent shower, mixer and taps. Indian type W.C./European Commode & Basin.

(E) SECURITY

- ❖ Round the Clock Security with Security gate.
- ❖ Security Cabin.

(F) CLUBHOUSE

- ❖ Multipurpose hall for parties.

(G) COMMON AMENITIES

- ❖ Landscape Garden.
- ❖ RCC Framed structure.
- ❖ Fire Fighting system.
- ❖ Rain water harvesting.
- ❖ Auto Door Elevator lifts.
- ❖ Name plate on main door.
- ❖ Entrance lobby with waiting area.
- ❖ Entire parking area paved with checkered tiles/concrete block / trimic concrete.
- ❖ Children's play area.
- ❖ Allotted Parking.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED
HEREINABOVE.**

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
M/S. RADHEYA CONSTRUCTIONS]
& DEVELOPERS, PROPRIETORY]
CONCERN THROUGH ITS PROP.]
MR. RAVI RAGHUNATH MAHAJAN]-----
[VENDOR/PROMOTER]]

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
[1] MR._____]-----
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[2] MRS._____]-----
[PURCHASER/S/ALLOTTEE]]

Witnesses :-

[1] ----- [2] -----