

Govt. Valuation : Rs.-----/-
Stamp Affixed : Rs.-----/-
Sale Price : Rs.-----/-
Pocket No : 1.3,26

Agreement of Sale

This Agreement of Sale made at this day of in the year 2017

Between

Nirman Estate Developers Pvt. Ltd. **CIN No. U70100MH1990PTC058597**

Registered under Indian Companies Act 1956,
Having its Registered/Corporate Office at Nirman House,
L. P. Poddar Marge, College Road,
Nashik 422005.

Pan No. AAACN 6202 A

Through its Director: -

Mr. Vipul Nemichand Poddar.

Age: 42 years,
Occupation: Business & Agriculturist,
R/o.: - Poddar House,
L. P. Poddar Marge,
College Road, Nashik 422005.

Hereinafter referred to as "the Promoter" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heir's, legal Representatives, Executors, administrators and successors) of the One Part

AND

1) Mr. -----

Aadhar No. -----

Age : Years,

2) Mr. -----

Aadhar No. -----

Age : years,

Both R/o.:

Pan No. -----

Occupation :-----

Pan No. -----

Occupation :

Hereinafter referred to as "the Allottee/s" of the Second Part. (Which expression shall, unless it be repugnant to the context or meaning thereof, and include his/her/their Heirs, legal representatives, executors, Administrators, assigns)

AND

1. Mr. Salim Sadik Sayyad.

Age – 48 Years,

2. Kum. Rafat Sadik Sayyad.

Age – 47 Years,

3. Mr. Shafik Sadik Sayyad.

Age – 41 Years,

4. Mr. Atik Sadik Sayyad.

Age – 41 Years, Occupation – Agriculturist & Business,

All above R/o. – Plot No. 406, Sadik Villa, Near Babawali Darga,

Opp. Mayur Tractor, Mumbai-Agra Road, Nashik – 422 001.

Through their G.P.A. holder

Pan No. ACZPS 0432 M

Occupation – Agriculturist & Business,

Pan No. CMQPS 5126 K

Occupation – Housewife & Agriculturist,

Pan No. ADBPS 3555 J

Occupation – Agriculturist & Business,

Pan No. ADBPS 3556 M

M/s. Nirman Estate Developers Pvt. Ltd.
 Through its Director -
 Mr. Vipul Nemichand Poddar.
 Age : 42 years, Occupation : Business & Agriculturist,
 R/o.: Poddar House, L. P. Poddar Marge,
 College Road, Nashik 422005.

Hereinafter referred to as **Consenting party**, (which expression shall unless is be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors and administrators) of the **OTHER PART**.

WHEREAS the Consenting Party no. 1 to 4 are the Land-owners of the property described in the schedule - I hereunder written and they are the absolute and exclusive owners of and otherwise are well and sufficiently entitled to all that piece and parcel of the land property as described in the first schedule written hereunder and hereinafter referred to as “ **the said property** ” which is more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

AND WHERE AS the land property bearing Survey No. 408/2/1/A area admeasuring 0 H. 13 Are assessed at Rs. 0.25 ps. of Village Nashik is self acquired property of the Consenting Party no. 1 herein, Survey No. 408/2/1/B area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. of Village Nashik is self acquired property of the Consenting Party no. 2 herein, and Survey No. 408/2/1/C area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. of Village Nashik is property of the Consenting Party no. 3 & 4 herein.

AND WHEREAS the Consenting Party No. 1 herein purchased land property bearing Survey No. 408/2/1/A area admeasuring 0 H. 13 Are assessed at Rs. 0.25 ps. of Village Nashik from its previous owners Smt. Aashabi Gafur Shaikh and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh with consent of Smt. Sharifabi w/o. Ahamad and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh as per Final Conveyance Deed dated 21st November 1988. The said document is registered in the office of Sub-Registrar, Nashik as on 08th December 1988 vide Sr. No. 7936 and name of the Consenting Party No. 1 are recorded in village record of rights vide Mutation Entry No. 26701.

AND WHEREAS the Consenting Party No. 2 herein purchased land property bearing Survey No. 408/2/1/B area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. of Village Nashik from its previous owners Smt. Aashabi Gafur Shaikh and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh with consent of Smt. Sharifabi w/o. Ahamad and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh as per Final Conveyance Deed dated 21st November 1988. The said document is registered in the office of Sub-Registrar, Nashik as on 08th December 1988 vide Sr. No. 7937 and name of the Consenting Party No. 2 are recorded in village record of rights vide Mutation Entry No. 26701.

AND WHEREAS the Consenting Party No. 3 and 4 herein have acquired land property bearing Survey No. 408/2/1/C area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. of Village Nashik by Will executed by their Maternal Aunty Smt. Sarwar Sultana begam Sayyad Yusuf. She had purchased S. No. 408/2/1/C from its previous owners Smt. Aashabi Gafur Shaikh and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh with consent of Smt. Sharifabi w/o. Ahamad and other 10 through their G.P.A. Holder Mr. Daud Usman Shaikh as per Final Conveyance Deed dated 21st November 1988. The said document is registered in the office of Sub-Registrar, Nashik as on 08th December 1988 vide Sr. No. 7935 and her name recorded in village record of rights vide Mutation Entry No. 26701. Thereafter Smt. Sarwar Sultana begam Sayyad Yusuf have made registered Will in favour of Consenting Party No. 3 & 4. The said Will is registered in the office of Sub-Registrar, Nashik-1 vide Sr.

No. NASAN1-03178-2007 as on 10/04/2007. She expired as on 14/06/2009. Hence its effect taken in village record of right vide Mutation Entry No. 86751 and name of Consenting Party No. 3 and 4 became owner of S. No. 408/2/1/C area admeasuring 0 H. 19.50 Are assessed of Rs. 0.37 Ps. at Village Nashik.

AND WHEREAS use of the said property is for Non – Agricultural use, No-Objection Certificate issued by the Collector, Nashik bearing No. Mah.Kaksha-3/4/Na.Ha.Da.Pra. Kra.75/2016 dated 13/10/2016. Hence, the said property is fit for causing construction of only residential tenements thereupon.

AND WHEREAS out of the consenting party, No. 1 to 4 are the owners, all are interested in granting the development rights in respect of property as mentioned in Schedule - I written hereunder. The actual, vacant and physical possession of the said property is with the Promoter i.e. M/s. Nirman Estate Developers Pvt. Ltd., Nashik.

AND WHEREAS Consenting party the above said owners i. e. no. 1 to 4 have made and executed Agreement of Sale (along with Development Rights) in favour of M/s. Nirman Estate Developers Pvt. Ltd. through its Directors 1. Mr. Nemichand Lalitaprasad Poddar, 2. Mr. Vipul Nemichand Poddar and authorized person Mr. Mahendra Nemichand Poddar as on 30th September 2013 which is registered before Sub Registrar, Nashik-4 as on 7th December 2013 vide Sr. No. Nasan4–13515-2013. Hence, it is recorded in village record of rights vide M. E. No. 91677.

AND WHEREAS the Consenting party No. 1 to 4 have also executed Power of Attorney in favour of M/s. Nirman Estate Developers Pvt. Ltd. through its Directors - 1. Mr. Nemichand Lalitaprasad Poddar 2. Mr. Vipul Nemichand Poddar and 3. authorized person Mr. Mahendra Nemichand Poddar as on 30th September 2013 here in which is registered at Sr. No. Nasan4–13516-2013 dated 07/12/2013.

AND WHEREAS, in furtherance of the Agreement of Sale between the Promoter and the Consenting Party, the constructed premises are agreed to be shared and the said premises are accordingly allotted to the share of the Promoter and the Consenting Party as per Memorandum of Understanding dated 18th April 2017, which is notarized before Adv. & Notary Ravindra D. Tajane at Sr. No. 2948/2017 on the same date.

AND WHEREAS, in view of the apportionment of the constructed areas the premises described in the Schedule II hereunder written is allotted to the share of the Promoter as per MOU dated 18th April 2017 who are executing this Agreement of the Sale of the said premises described in the Schedule II and the consenting party confirm the same.

AND WHEREAS, the Promoters are entitled to receive the whole amount of consideration as per this Agreement and the Consenting Party has no share in the said consideration.

AND WHEREAS, Building permission is given by Nashik Municipal Corporation vide Commencement Certificate No. LND/BP/A2/281/5482 dated 09/01/2017 in Survey No. 408/2/1/A+B+C of Village Nashik. The said plans are approved for stilt/Ground/Upper Ground+ 4 Upper floors.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the said Promoter have accordingly commenced Residential/ Commercial project known as **“Nirman’s Dwaka Puram”** with various residential flats / shops on the said property pursuant to the plans duly sanctioned by the concerned local authority.

AND WHEREAS the Allottee is offered an Apartment bearing number ----- on the **Stilt Floor**, (herein after referred to as the said “Apartment”) in the Building called “**Nirman’s Dwarka Puram**” (herein after referred to as the said “Building”) being constructed in the two (2) phase of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with its Architect **M/s. Kabre Chaudhari Architects**, who are registered with the Council of Architecture, and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with **the Real Estate Regulatory Authority at Mumbai No. P51600001184 dated 27/07/2017;** authenticated copy is attached in Annexure “F”.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS 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 Messrs Kabre Chaudhari Architects 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; 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 shall be on the Promoter up and until the conveyance of the said building/phase/wing is executed in favour of allottee(s) or their association by the Promoter.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII 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 marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the Building permission/Commencement Certificate as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans as sanctioned and as proposed by the local authority have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and of the construction of the building which is to be constructed and to be sold and the unit which is to be bought by the Allottee have been annexed and marked as Annexure D.

AND WHEREAS Copy of the Specification and common amenities provided to the allottee have been annexed and marked as Annexure E.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

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

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

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality stands of products/ fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. ----- on Stilt Floor** situated in the building being constructed of the said Project, which is described in Schedule – II written hereunder.

AND WHEREAS relying upon the said application the Promoter agreed to allot to the allottee/s herein the said apartment at the price and on the terms and condition hereinafter appearing and the promoter issued to the allottee/s an “**Allotment Letter dated 30/07/2017**” to that effect :

AND WHEREAS the carpet area of the said **Apartment is 52.36 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 Apartment for exclusive use of the Allottee or verandah area 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. The Carpet area of the exclusive attached **Balcony** to the flat is **6.54 sq. mtr and attached Terrace to the flat is 3.36 Sq. Mtrs.** The allottee(s) confirms to have verified the area mentioned herein independently by his own architect/engineer and expresses his full satisfaction about it.

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.-----/- (Rupees ----- Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration as may be demanded by the promoter within the time and in the manner hereinafter appearing.

AND WHEREAS, the Promoter hereby clarifies that it has withdrawn all its advertisement and brouchers' et cetera in respect of the said project published prior to 01/05/2017 and the same are not in use since then; and the allottee/s hereby acknowledges the same. The allottee/s further hereby admit and confirms that he has relied only on the advertisements and brouchers' et cetera in respect of the said project published by the promoter only after 01/05/2017.

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 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.

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

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

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

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

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

1. The Promoter shall construct the said building/s consisting of Ground + stilt + Four upper floors in Phase-I on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order etc. issued by the competent authority or statutory authority under any law of the state or required by any Government authorities or due to change in law, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

The Promoter hereby clarifies that apart from Ground + Upper Ground + four upper storeys, the plans of which have been already approved by Nashik Municipal Corporation on dt. 09/01/2017, the plans for upper floors i.e. Fifth and upto eighth floors are already submitted to Nashik Municipal Corporation for approval. The construction work of flats on upper floors shall start immediately on receipt of approval by Nashik Municipal Corporation for the plans for upper floors as mentioned herein. This fact has been brought to the knowledge of allottee/s herein and allottee/s gives his irrevocable consent for the same. No further consent will be required to be taken from allottee/s in this regard. In case any authority/competent authority requires the consent of allottee/s to be taken/ given separately, the allottee/s herein give his irrevocable consent for signing and handing over the same to the promoter herein, without any further delay i.e. within seven days from the day it is demanded by the promoter.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the **Allottee Apartment No. -----** having **carpet area admeasuring 52.36 Sq. Mtrs.** along with exclusively attached **Balcony 6.54 sq. mtr and Terrace attached to the flat is 3.36 Sq. Mtrs. on Stilt Floor** in the building “**Nirman’s Dwarka Puram**” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1, C-2 and D for the consideration of **Rs.-----** **-----/-** including the proportionate price of 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 - A** annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the **Allottee covered parking spaces bearing Nos. -----** situated at **Ground Floor** being planned & being constructed in the layout for the consideration of **Rs. -----/-**

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs.-----/-**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.-----/- (Rupees ----- Only** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. -----/- (Rupees -----Only)** in the following manner :-

Sr. No.	Amount	Particulars
1	Rs.-----/-	In words Rs. -----
2	Rs.-----/-	In words Rs. ----- Only has to pay within seven days after execution of this agreement and as on completion of Plinth.
3	Rs. -----/-	In words Rs. -----Only has to pay on Completion of First Slab.
4	Rs.	In words Rs. ----- Only has to pay on Completion of Third Slab.
5	Rs.	In words Rs. ----- Only has to pay on Completion of Fifth Slab.
6	Rs.	In words Rs. ----- Only has to pay on Completion of Seventh Slab.
7	Rs.	In words Rs. ----- Only has to pay on Completion of Nineth Slab.
8	Rs.	In words Rs. ----- Only has to pay on Completion Walls, Internal Plaster, Flooring and Doors & Windows.
9	Rs.	In words Rs. ----- Only has to pay on Completion of Sanitary Fittings, Staircase, and Lift & Lobbies.
10	Rs.	In words Rs. ----- Only has to pay on Completion of External Plumbing, Plaster and Terrace with Water Proofing.
11	Rs.	In words Rs. ----- Thirty Eight Only has to pay on Completion of Electrical Fiittings and Dev. Of Surrounding.
12	Rs.	In words Rs. ----- Only has to pay on Possession and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
Total	-----/-	Rupees ----- Only

The parties hereto understand that since the project is under construction and GST has been introduced to this transaction, the Promoter is obligated to charge GST to the purchaser at the prescribed rate; and also pass on the benefit of the input credit that the Promoter may avail post-GST to the purchaser. The quantum of input credit, as provisionally worked out by the Promoter, shall be a small percentage. Hence the parties hereto agrees that while the Purchaser shall pay GST at the full specified rate, the rebate against input credit under GST has been discounted by the Promoter to the Purchaser by reducing the quoted price by approximately 5.35% for ethical and legal reasons. The Purchaser hereby agrees that the Promoter has more than substantially reduced the amount of the unit consideration as compensation under the provision of GST and related laws and rules thereunder.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total Price 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 specifications and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

1(f) The Promoter 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 and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they 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.

1(g) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by Housing Finance Companies/Bank etc. on behalf of Allottee.

1(h) The Promoter shall confirm the final carpet area 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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 Clause 1(a) of this Agreement.

1(i) **MODE OF PAYMENT** - Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within 7 days through A/c Payee cheque/demand draft or online payment in favour of Nirman Estate Developers Pvt. Ltd. payable at Nashik.

1(j) **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.

1(k) **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 installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter 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 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/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

2.1 OBSERVATION 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 or Central Government including Environment department at the time of sanctioning the said plans or thereafter or at the time of granting Completion Certificate or anytime thereafter, and 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 herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat, GST and other taxes payable under this agreement of the said apartment to the Promoter.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/ phase/wing as stated in the said agreement, That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves the promoter 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 promoter.

2.2 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 the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above.

3. DISCLOSURE AS TO FLOOR SPACE INDEX - The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2.25 and Promoter has planned to utilize Floor Space Index of 1.75 or more by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.75 or more as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as PER State Bank of India highest Marginal Cost

of Lending Rate Plus 2% per annum, with monthly rests, 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, without any interest thereon within a period of thirty days of the termination, (i) after deduction of 3 % amount as liquidated damages of total consideration amount from the installments received from the allottee/s (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement,

For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/ their part or on the part of the promoter, desire to terminate this agreement/transaction in respect of the said apartment then, the allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months by deducting (i) 3 % amount of total consideration amount from the installments received from the allottee/s towards liquidated damages and/or Cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the allottee/s (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of May 2020. 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 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion flood, drought, fire, cyclone, earthquake, or act of God or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) 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 promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of Law, or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the authority.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure Conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount without interest received by the Promoter from the allotment within 30 days from the date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Promoter herein is developing the said land which consists of various phases having common amenities which is particularly described in Annexure-E will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on 31/05/2020.

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

7.1 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 3 (three months 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 fulfillment 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 within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 7.1, 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 7.1 such allottee shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment. After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

COMPENSATION - That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said building/phase is executed.

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

Provided that where if the allottee does not intend to withdraw from the said project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

TIME IS ESSENCE - Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time Schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction the promoter as per payment plan in clause 1 (c) in this agreement.

7.4 DEFECT LIABILITY - 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 are 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/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of 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/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

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

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

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of 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 nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/shop as per approved plan. He shall use the parking space only for purpose of keeping or parking vehicle.

9. FORMATION OF ORGANISATION OF APARTMENT HOLDERS :- The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society 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 organisation 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 or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall form Association of Apartment within 3 months from the date of which 51% of the total allottee/s in such a building/wing have booked their apartment.

9.2 The Promoter shall execute the Conveyance within two years from the date of full occupancy certificate is received.

9.3 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 (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government 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 Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter. **A sum of Rs.-----/- (In words Rs. ----- only) towards Maintenance** of common areas/equipments/amenities/light bills, salary of watchman, sweeper etc., **for Two years @ Rs. 2.50 ps. per Sq. Feet./Per Month. On formation of the apartment, the promoter shall refund the balance amount after deducting the expenses incurred on account of maintenance of the apartment when formed and majority of the allottee(s) have taken possession.**

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) **Rs.350/-** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) **Rs. 2650/-** for formation and registration of the Society or Limited Company/ Federation/ Apex body.
- (iii) **Rs.32000/-** for deposits of electrical receiving and Sub Station provided.

11. The Allottee shall pay to the Promoter a sum of Rs. 5000/- 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon

the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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

iii. The promoter has taken construction finance from State Bank of India and Mortgaged the project land as collateral security for the same.

in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment 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 area as of the Structure to the Association of the Allottees;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment

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

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

concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. That the allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.

xiv. That any nominated survey or/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee as agreed mutually.

xv. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/common area etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the promoter in this regards.

xvi. That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 4.5 tones and not more than 2 Mtr. height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. NAME OF THE PROJECT/BUILDING/S WING/S :-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “NIRMAN’S DWARKA PURAM” and building will be denoted by letters or name “NIRMAN’S DWARKA PURAM” or as decided by the promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

22. SEPARATE ACCOUNT FOR SUMS RECEIVED :-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/ organization that may be formed, towards the out goings, legal charges etc.

Provided that the promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

23. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-

The allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the common areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

24. 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.

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

25. REGISTRATION OF THIS AGREEMENT :-

The Promoter herein shall present this agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

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

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/society i.e. organization as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the Promoter a sum of **Rs. 5000/-** 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.

27. WAIVER NOT A LIMITATION TO ENFORCE

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

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

28. SEVERABILITY

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

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

30. 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.

31. PLACE OF EXECUTION

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

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

Name of Allottee

1) Mr. -----

2) Mr. -----

Both R/o.: -----

Notified Email ID: _____@gmail.com

Promoter name – Nirman Estate Developers Pvt. Ltd.

Registered/Corporate Office at Nirman House,

L. P. Poddar Marge, College Road, Nashik 422005.

Notified Email ID: postsales@nirmanmail.com

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.

33. 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.

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

35. 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 Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

36. GOVERNING LAW

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

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

SCHEDULE -I OF THE SAID PROPERTY REFERRED TO ABOVE.

ALL that piece and parcel of non agricultural tenure, lying and being at village Nashik within the limit of Nashik Municipal Corporation and within the registration and sub registration District Nashik, bearing Survey No. 408/2/1/A area admeasuring 0 H. 13 Are assessed at Rs. 0.25 ps., Survey No. 408/2/1/B area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. and Survey No. 408/2/1/C area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. Thus totaling 5200.00 Sq. Mtrs. which is jointly bounded as shown below.:-

ON OR TOWARDS EAST: 9.00 Mtr. Colony Road & beyond that S.No. 408/3A & S.No. 408/2/2,

ON OR TOWARDS WEST: S. No. 408/1.

ON OR TOWARDS NORTH: D. P. Road,

ON OR TOWARDS SOUTH: S. No. 412 & 408/2/2.

Together with right to use ways, paths etc.

All the said property together with all rights to use that may be sanctioned for it by the Competent Authority.

SCHEDULE II ABOVE REFERRED TO

The premises of **Residential Flat on Stilt Floor bearing No.-----** having **Carpet area of Flat is 52.36 Sq. Mtr.** and area of the attached **Balcony** to the flat **6.54 sq. mtr and attached to the flat is 3.36 Sq. Mtrs.** which consist specification of Rooms & Kitchen, as per the plans drawn for construction of the building & shown to the Purchaser with right to use common area of :

1. Staircase of the building
2. Landings of Staircase
3. Pump House
4. Lift

The flat constructed premises is bounded as shown below:

On or towards East	:	Marginal Distance
On or towards West	:	Flat No.----
On or towards North	:	Marginal Distance
On or towards South	:	Passage, Staircase

SCHEDULE - A

Nature, extent and description of common areas and facilities is as under. :-

COMMON AREA AND FACILITIES:

- 1) All the piece and parcel of land described in clause first. The area of land which is not included in the restricted common area and facilities for the use and enjoyment of the apartment unit holders of respective holders, are for common use and enjoyment of all the respective holders.
- 2) The staircase column leading unto Ground Floor and terrace above Eighth floor and overhead tanks on terrace.
- 3) Staircase leading unto terrace of the building.
- 4) RCC Foundation and main walls.
- 5) Drainage, water lines & common electrical connection as also the meters, including common meters of water and light.
- 6) Common Water storage tank on the ground floor and the pump unit with connection and electric motor and the other incidental things, if any.
- 7) Plumbing network throughout the building.
- 8) Sanitary network throughout the building and septic tank.
- 9) Marginal open space surroundings the building as per the attached building plan and as per the building regulations.
- 10) Lift and its back up system, Lift Room and space given for it.
- 11) The common staircase leading from ground floor level to top level, if any, shall be common area for the enjoyment of all the unit holders.
- 12) The Common water tank, common bore well shall be for common use and enjoyment of all the apartment holders.

13) The Common Club House, Landscape Garden, Indoor Games, Senior Citizen Seating Area, Walking Track, Yoga zone on common Terrace, Basket-Ball ring, For extra security CCTV Camera, Intercom Facility within limit of Projects, Fire Fighting System, Swimming Pool.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

1) Mr. -----

2) Mr. -----

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: **Nirman Estate Developers Pvt. Ltd.**
Through its Director: -
Mr. Vipul Nemichand Poddar.
(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED
CONSENTING PARTY :

- 1. Mr. Salim Sadik Sayyad.
- 2. Kum. Rafat Sadik Sayyad.
- 3. Mr. Shafik Sadik Sayyad.
- 4. Mr. Atik Sadik Sayyad.

Through their G.P.A. holder
M/s. Nirman Estate Developers Pvt. Ltd.
Through its Director - Mr. Vipul Nemichand Poddar.
in the presence of WITNESSES:

in the presence of WITNESSES:

Signature _____
Name

Signature _____
Name

ANNEXURE – A

Ravindranath Popatlal Joshi.

Nirman House, Lalitaprasad Poddar Marge,
College Road, Nashik – 422 005.

No. :- 408/NSK/2017-18

Date :- 05/10/2017

TITLE CERTIFICATE

Sub.:- Title Certificate with respect to Survey No. 408/2/1/A area admeasuring 0 H. 13 Are assessed at Rs. 0.25 ps. which is owned by Mr. Salim Sadik Sayyad, Survey No. 408/2/1/B area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. which is owned by Kum. Rafat Sadik Sayyad and Survey No. 408/2/1/C area admeasuring 0 H. 19.50 Are assessed at Rs. 0.37 ps. which is owned by Mr. Shafik Sadik Sayyad and Mr. Atik Sadik Sayyad. Thus totaling 5200.00 Sq. Mtrs. situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik.

Sir,

It is seen that except Mortgage Deed in favour of State Bank of India, Shingada Talaw, Nashik-4 branch dated 08/09/2017 for the Share of Developer in unit, namely M/s. Nirman Estate Developers Pvt. Ltd. i.e. Shop No. 3 to 5 on Ground Floor, Flat No. 101, 102, 105 to 114 on Stilt Floor, Flat No. 203, 204, 209 to 216 on First Floor, Flat No. 301, 302, 305 to 314 on Second Floor, Flat No. 403 to 414 on Third Floor, Flat No. 501 to 512 on Fourth Floor, Flat No. 603, 604, 609 to 615 on Fifth Floor, Flat No. 701, 702, 709 to 716 on Sixth Floor, Flat No. 803 to 808, 813, 814 on Seventh Floor, Flat No. 903 to 914 on Eighth Floor in “Nirman Dwarkapuram” project. which is registered at Sr. No. NASAN1-6455-2017 as on 08/09/2017, the title of the owners namely Mr. Salim Saddik Sayyad and other 3 and rights of M/s. Nirman Estate Developers Pvt. Ltd. through its Director Mr. Vipul Nemichand Poddar and others with respect to the captioned property is free, clear, marketable and free from all encumbrances.

Signed

Adv. Ravindaranath P. Joshi.