

Date 31/08/2023

|| S H R I ||

Zone No. -.....
Government Rate Per Sq. Mtrs. -Rs...../-
Government Valuation -Rs...../-
Consideration Value -Rs...../
Stamp Duty -Rs...../-
Registration Fees -Rs...../-
Project RERA Reg. No. -.....

AGREEMENT OF SALE

This Agreement of Sale is made & executed on this day of the
Month of In the Christian year 20....A.D. At Nashik.

BETWEEN

SIDDHIVINAYAK ASSOCIATES, A Partnership Firm [Pan No. ADNFS0322H], Through its Partner **Mr. Kantilal Kanhayalal Lahoti**, Age –70 years, PANA:- AEPL9222H Occupation- Business, [Aadhar No.5123 8719 6221], R/o Kanhaiya 5/6 Kamalaksh Co-operative Housing Society, Jijamata Nagar, Nashik road, Nashik herein after referred to as "**THE PROMOTERS** " (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the said Partnership Firm, its Partners for the time being constituting the said Partnership Firm, their executors, administrators, representatives and assigns) of the **ONE PART** .

AND

1] Mr. ,Age – years, Occupation – , [Pan No. & Aadhar No.], 2] Mrs.,Age –years, Occupation – , [Pan No. & Aadhar No.], Both R/o. Nashik-422....., hereinafter referred to as **THE ALLOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS:

1. Smt. Shashikala Ganpat Lenkar is seized and possessed and otherwise well and sufficiently entitled to Non Agricultural piece of land bearing S.No. 868/4 admeasuring 1786 sq.mtrs more particularly mentioned in Schedule 1 attached herewith.
- 2 **AND WHEREAS** the Collector of Nashik vide its Order No. SR/628/2021 dtd.18/08/2021 assessed conversion tax for Non-Agricultural Residential use of the said property and Sanad order issued by Tahsildar of Nashik bearing No. 593/2021Nashik,dtd. 07/09/2021.
- 3 **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.
4. **AND WHEREAS** the owners have prepared building plan of the proposed building on the said property and obtained sanction from the Nashik Municipal Corporation, Nashik vide Commencement Certificate No. LND/BP/A4/175/2022, dtd.22/09/2022.
5. **AND WHEREAS** the owners have purchased T.D.R. of 1171.23 sq. mtrs. out of DRC Certificate No. 1016 dtd. 18/01/2022 vide Formula 1010 X16200 / 13970 = 1171.23 sq.mtrs. from Mr. Ashok Shravan Sonje and Mr. Nilesh Ashok Sonje vide Registered Sale Deed dtd. 28/01/2022 bearing Registration No. 1100 dtd. 28/01/2022.
6. **And Whereas** Smt. Shashikala Ganpat Lenkar through her power of attorney holder Shri Ajit Ganpat Lenkar has entered into a development Agreement on 10/7/2023 on terms and conditions as mentioned therein and the said development agreement is registered at the office of sub registrar (Nashik-5) vide registration No. 8644 and receipt No. 10846 dated 10/07/2023.

AND Whereas Smt. Shashikala Ganpat Lenkar through her power of attorney holder Shri Ajit Ganpat Lenkar has extended power of attorney to the promoter and the said power of attorney has been registered at the office of Sub Registrar (Nashik 5) vide registration No.8645 and receipt No.10847 dated 10/07/2023.

- 7 **AND WHEREAS** the Promoters have decided to construct multi-storied building consisting of residential premises and the building shall be known as “SHASHI SIDDHI ANNEXE” (hereinafter referred as the said building) on the said property, consisting of residential flats, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein on **OWNERSHIP BASIS** to the intending Allottees.
- 8 **AND WHEREAS** the title of the said property is clear, marketable and without any encumbrances and accordingly Title Certificate in respect of the said property has been issued by Adv. Subhash Shah of Nashik on 21/07/2023
- 9 **AND WHEREAS** the Promoters have at the request of the Allottee agreed to sell to the Allottee Apartment Flat No...../Shop No....admeasuring..... sq. mtrs. net carpet area along with Balcony area sq. mtrs. as per sanctioned building plan on the Floor out of the said building known as “SHASHI SIDDHI ANNEXE”. The Promoters have agreed to sale to the Allottee the said premises on the terms and conditions appearing hereunder.
10. The net carpet area as per sanctioned building plan shall mean and include floor area of all rooms including kitchen excluding external wall including internal wall, floor area of all Bath/WC/Toilet/Passage etc., floor area of balconies/verandah or double height terrace attached to the apartment excluding area under external walls.
11. **AND WHEREAS** the Allottees have understood the area calculation of the said flat i.e. net carpet area as per sanctioned building plans from the Promoters. The Allottees after understanding the area calculation of the said flat has decided to purchase the said flat from the Promoters. It is hereby specifically agreed between the parties to this Agreement that the measurement of the area of the said flat shall be measured on the basis of net carpet area as per sanctioned building plan. The said net carpet area shall be measured jointly by the Promoters and the Allottees at the time of delivery of possession of the said flat.
12. **AND WHEREAS** the Allottees have seen all the documents relating to the title of the said property and also the Building Permission, N.A. Permission, Title Clearance Certificate, Building Plan of the said building and have satisfied themselves about the title of the Promoters to build the proposed building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the Promoters to construct and to sale the aforesaid premises the Allottees have decided to purchase the said premises from the Promoters on the terms and conditions appearing hereunder.

- 13. AND WHEREAS** the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;
- 14. AND WHEREAS** the Promoters are in possession of the project land.
- 15. AND WHEREAS** the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- 16. AND WHEREAS** the Promoters have registered the Project under the Provisions of the RERA with the
- 17. AND WHEREAS** the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- 18. AND WHEREAS** the Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments & to receive the sale consideration in respect thereof;
- 19. AND WHEREAS** on demand from the Allottees, the Promoters have given inspection to the Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Engineer Shri. Rohan B. Ghuge (Sadan and Buildcon and Consultant). Structural Engineer Shailesh Dhumne of Nashik and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made thereunder;
- 20. AND WHEREAS** the authenticated copies of certificate of title issued by the Advocate of the Promoters, authenticated copies of property card or extract of village forms and other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Apartment is to be constructed or are to be constructed have been annexed here to.
- 21. AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottees, as sanctioned and approved by the Local Authority have been annexed.
- 22. AND WHEREAS** the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the building completion certificate or occupancy certificate of the said building.

23. 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 Promoters 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 shall be granted by the concerned local authority.

24. AND WHEREAS the Promoters have accordingly commenced construction of the said building in accordance with the said sanctioned building plans.

25. 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 here in after.

26. AND WHEREAS prior to the execution of these presents the Allottees have paid to the Promoters a **Sum of Rs./- (Rupees.....only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottees as advance payment or application fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottees have agreed to pay to the Promoters the balance of the sale consideration in the manner herein after appearing.

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

28. 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 Promoters hereby agrees to sale and the Allottees hereby agrees to purchase the **Apartment Flat No./ Shop No.....admeasuring.....** sq. mtrs. net carpet area along with Balcony area sq. mtrs. as per sanctioned building plan on theth Floor of the said building.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS;

- 1) The Promoters shall construct the said building consisting of Ground and Seven Upper floors 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 Promoters shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottees except any alternation or addition required by any Government authorities or due to change in law)
- i) The Allottees hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottees **Apartment Flat No. /Shop**

No. on theFloor out of the building known as “.....” admeasuringsq. mtrs. net carpet area along with Balcony areasq. mtrs. as per sanctioned building plan. (hereinafter referred to as “The Apartment”) as shown in the Floor plan thereof hereto annexed for the lumpsum consideration of Rs. / - which also includes 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 III-Schedule annexed herewith.

- ii) The Allottees hereby agrees to acquire from the Promoters and the Promoters hereby agrees to allot to the Allottees covered **Parking Spaces Bearing No. situated at Ground Floor** of the said building.
- b) The Allottees have paid on or before execution of this Agreement amount of the part consideration of the said apartment to the Promoters: -
 - i Amount of Rs...../- (Rupees only) Received by cheque No.dtd.drawn on.....And agrees to pay the balance consideration of Rs. /- as per the agreed Schedules
 - 1) Rs (not exceeding 30% of the total consideration) to be paid to promoter after execution of Agreement.
 - 2) Rs (not exceeding 45% of the total consideration) to be paid to promoter on completion of Plinth of building.
 - 3) Rs (not exceeding 55% of the total consideration) to be paid to promoter on completion of the slabs including podiums and stilts of the building.
 - 4) Rs (not exceeding 65% of the total consideration) to be paid to promoter on completion of the walls, internal plaster, floorings, doors and windows of the said apartment.
 - 5) Rs (not exceeding 75% of the total consideration) to be paid to promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto floor level of the said Apartment.
 - 6) Rs (not exceeding 85% of the total consideration) to be paid to promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building.
 - 7) Rs (not exceeding 95% of the total consideration) to be paid to promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale.
 - 8) Balance Amount of Rs against 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.
- c) The Total price above excludes taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the

Promoters) up to the date of handing over the possession of the said flat.

- d) 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 believe or imposed by the competent authority local bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/order/rules/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
 - e) The Promoters shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details or 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoters shall demand additional amount from the Allottees 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.
 - f) The Allottees authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottees undertakes not to object/ demand/direct the Promoters to adjust his payments in any manner.
- 2) The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottees, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoters as well as the Allottees. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case maybe.

Similarly, the Allottees 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 Promoters as provided in clause 1(b) herein above. ("Payment Plan").

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1786sq. mtrs. only and Promoters have planned to utilize floor space Index of 6194.27sq.mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation for increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoters have disclosed the Floor Space Index of 6194.27sq. mtrs. as proposed to be utilized by them on the project land in the said project and Allottees have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only

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

- a) Without prejudice to the right of Promoters to charge interest as mentioned hereinabove, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.
- b) Provided that, Promoters shall give notice of 15 days in writing to the Allottees, by Registered A.D. at the address provided by the Allottees and mail at the E-Mail address provided by the Allottees, of their 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 Allottees fail 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.
- c) Provided further that upon termination of this Agreement as aforesaid, the

Promoters shall refund to the Allottees (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of this Apartment which may till then have been paid by the Allottees to the Promoters.

- 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 Promoters in the said building and the Apartment as are set out in Schedule III, annexed hereto.
- 6) The Promoters shall give possession of the Apartment to the Allottees on or before 31/12/2028. If the Promoters fails or neglects to give possession of the Apartment to the Allottees on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottees the amounts already received by them in respect of the apartment with interest at the same rate as may be mentioned herein above from the date the Promoters 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 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 or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7) **PROCEDURE FOR TAKING POSSESSION:** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the Apartment to the Allottees in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottees. The Promoters agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of this provisions, formalities, documentation on the part of the Promoters. The Allottees agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottees in writing within 7 days of receiving the occupancy certificate of the said building in which the said Apartment is situated.

- a. The Allottees shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottees intimating that the said Apartment is ready for use and occupancy;

- b. ~~FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT: -~~

Upon receiving a written intimation from the Promoters as mentioned hereinabove, the Allottees shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time mentioned hereinabove, such Allottees shall be liable to pay maintenance charges as applicable from the date of occupation/completion certificate of the said building is received by the Promoters.

- c. If within a period of 5 years from the date of handing over the Apartment to the Allottees, the Allottees brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the

Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoters, expenses required to rectify such defect in the manner as provided under the Act.

- 8) The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the allotted parking space only for purpose of keeping or parking vehicle owned by them.
- 9) The Allottees along with other Allottee(s) of Apartments in the building shall join in forming and registering the Apartment Association to be known by such name as the Promoters 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 Apartment Association or Limited Company and for becoming a member, including the bye-laws of the Apartment Association and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the Apartment Association of Allottees. The Allottees shall not take any objection for the changes or modifications made in the draft bye-laws, as may be required by the Competent Authority.
 - a) The Promoters shall, within 3 months of registration of the Apartment Association or upon receipt of entire amount of consideration of the said Apartment from the Allottees cause to be transferred to the Apartment Association all the right, title and the interest of the Promoters in the said apartment.
 - b) The Promoters shall, within 3 months of registration of the Apartment Association and upon receipt of consideration amount of all the premises in the said building on the project land cause to be transferred to the Apartment

Association all the right, title and interest of the Promoters in the project land on which the building is constructed.

- c) Within 15 days after notice in writing is given by the Promoters to the Allottees that the Apartment is ready for use and occupation, the Allottees 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 levied 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. Until the Apartment Association is formed and the said structure of the building/s or wings is transferred to it, the Allottees shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottees further agrees that till the Allottee's share is so determined the Allottees shall pay to the Promoters provisionally monthly contribution of Rs. 2/- per sq. fts. of Apartment per month towards the outgoings. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building is executed in favor of the Apartment Association as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Apartment Association, as the case may be.

- 10) At the time of registration of conveyance of the structure of the building of the building, the Allottees shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance or any document or instrument of transfer in respect of the structure of the said building of the building. At the time of registration of conveyance of the project land, the Allottees shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apartment Association.

11) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**

The Promoters hereby represents and warrants to the Allottees as follows;

- i The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building and common are as;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected.
- vii. The Promoters have 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 Allottees under this Agreement.
- viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the Apartment Association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Apartment Association of the Allottees;
- x. The Promoters have 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 obtaining occupation and/or completion certificate of the construction of the said building on the project land.
- 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 up on the Promoters in respect to the project land and/or the Project except those disclosed in the title report.

- 12) The Allottee/s for himself/themselves with intention to bring all persons into ~~whosoever hands the Apartment may come, hereby covenants with the Promoters~~

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 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 Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- iii. To carry out at their 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 Promoters to the Allottees 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 Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Part is or other structural members in the Apartment without the prior written permission of the Promoters and/or the Apartment Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance or 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 Promoters within 15 days of demand by the Promoters, their 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 Allottees for any purpose other than for the purpose for which it is sold.
 - ix. The Allottees 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 Allottees to the Promoters under this agreement are fully paid-up.
 - x. The Allottees shall observe and perform all the rules and regulations which the Apartment 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 Allottees shall also observe and perform all the stipulations and conditions laid down by the Apartment 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 outgoings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favor of Apartment Association, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- 13) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 14) 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 Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the

property of the Promoters until the said structure of the building is transferred to the Apartment Association and until the project land is transferred to the Apartment Association as hereinbefore mentioned.

- 15) **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** - After the Promoters executes this Agreement they 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 Allottees who have taken or agreed to take such Apartment.
- 16) **BINDING EFFECT:** - Forwarding this Agreement to the Allottees by the Promoters does not create abinding obligation on the part of the Promoters or the Allottee sun till, firstly, the Allottees signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever by deducting such expenses as has been incurred by the Promoters for preparing such Agreement.
- 17) **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 as the case may be.
- 18) **RIGHT TO AMEND:** - This Agreement may only be amended through written consent of both the parties to the Agreement.
- 19) **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.

- 20) **SEVERABILITY:** - If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be and there maining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 21) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :** - Wherever in this Agreement it is stipulated that the Allottees have 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 of all the Apartment in the project.
- 22) **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.
- 23) **PLACE OF EXECUTION:** - The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottees. After the Agreement is duly executed by the Allottees and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.
- 24) The Allottees and/or Promoters 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 Promoters will attend such office and admit execution thereof.
- 25) That all notices to be served on the Allotteesand the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoters by Registered Post A.D. and notified E-mail ID at their respective address specified below;

Name of Allottees	1] Mr. 2] Mrs.
Address	Both R/o.
Email ID	
Promoters Name	M/ S. Siddhivinayak Associates through its Partners
1]	Mr. Kantilal Kanhaiyalal Lahoti

Address	Kanhaiya 5/6 kamalaksh Co-operative Housing Society, jijamata Nagar, Nashik road, Nashik
Email ID	lahotikknsk@gmail.com

- 26) **JOINT ALLOTTEES:** - That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.
- 27) **STAMP DUTY ®ISTRATION:** - The charges towards stamp duty and registration of this Agreement shall be borne by the Promoters.
- 28) **DISPUTE RESOLUTION:** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 29) **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 civil courts will have the Jurisdiction for this Agreement.

SCHEDULE - I

Description of the said property referred to above.

All that piece and parcel of non-agricultural land bearing **Revenue Survey No. 868/4**admeasuring **1786.00 sq. mtrs.**(out of 4088 sq.mtrs. out of 35763 sq. mtrs.), lying and being at Nashik City, Taluka &Dist. Nashik, within the limits

of Nashik Municipal Corporation, Nashik and bounded as under:-

- On or towards the East : By Survey No.868/5 (Part)
- On or towards the West : By 18.00-meter road
- On or towards the South : By Shashi Anand Enclave A Wing
Survey No. 868/1/7A
- On or towards the North : By Survey No. 868/3 (Part)

SCHEDULE - II

Description of the said premises sold under this Agreement.

On the aforesaid property a building named as “” is under construction and out of the said building the **premises of** Apartment Flat No.....Shop No.admeasuring..... sq. mtrs. net carpet area along with Balcony area sq. mtrs. as per **sanctioned building plan on theFloor** along with covered Parking Space No. in the parking space on Ground Floor and bounded asunder:-

- On or towards the East : _____
- On or towards the West : _____
- On or towards the South : _____

On or towards the North : _____

SCHEDULE – III

List of the Amenities to be provided in the Said Flat Premises: -

- 1) EARTHQUAKE RESISTANT R.C.C FRAMED STRUCTURE WITH EXTERNAL 6" WALL & INTERNAL WALL 4" THICK.
- 2) EXTERNAL WALLS WILL HAVE SAND FACED PLASTER AND INTERNAL WALLS WILL BE GYPSUM FINISH.
- 3) 1200X600, 800X800 OR 600X600 VITRIFIED OR PORCELAIN FLOORING IN ALL ROOMS WITH SAME SKIRTING..
- 4) GRANITE KITCHEN PLATFORM WITH S.S KITCHEN SINK & DADO TILES UPTO LINTEL LEVEL.
- 5) CONCEPT DADO TILES UPTO LINTEL LEVEL WITH CERAMIC FLOORING IN TOILET.
- 6) CONCEALED ELECTRIFICATION WITH FITTING OF ISI STANDARDS.
- 7) INTERNAL CONCEALED PLUMBING WITH BRANDED FITTINGS OF ISI STANDARDS IN KITCHEN AND TOILETS.
- 8) INTERNAL WALL PAINTING WITH TRACTOR EMULSION AND EXTERNAL WALLS WITH ACRYLIC PAINTS.

DOOR SHUTTER OF SOLID CORE FLUSH DOOR PAINTED/ LAMINATED WITH DECENT SHADE FROM BOTH SIDE WITH HARDWARE FITTING.
- 9) DOOR SHUTTER OF SOLID CORE FLUSH DOOR PAINTED/ LAMINATED WITH DECENT SHADE FROM BOTH SIDE WITH HARDWARE FITTING.
- 10) 3 TRACK POWDER COATED ALUMINUM SLIDING WINDOWS WITH MOSQUITO NET.
- 11) LIFT WITH BACKUP FACILITY.
- 12) PARKING SPACE WITH PAVER BLOCK /TRIMIX CONCRETE OR RUBBER MOLD TILES.
- 13) TERRACE WITH BRICK BAT KOBA OR CHINA TUKDI.
- 14) TERRACE GARDEN

IN WITNESS WHEREOF, THE PARTIES HERETO AND ON THE DUPLICATE HEREOF, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE DAY AND MONTH AND THE YEAR FIRST WRITTEN HEREIN ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED ‘ **Promoters**’

Siddhivinayak Associates
A Partnership Firm
Through its Partners Viz.

1] Mr. Kantilal Kanhaiyalal Lahoti

(Promoters)

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED ' Allottees'
1] Mr.

2] Mrs.

(Allottees)

IN PRESENCE OF WITNESSES ;

1) _____

2) _____