

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 6

दस्त क्रमांक : 8092/2023

नोंदणी :

Regn.63m

07/10/2023

गावाचे नाव : नाशिक शहर

- | | |
|--|---|
| (1) विलेगाचा प्रकार | अॅग्रीमेंट टू सेल |
| (2) मोबदला | 2500000 |
| (3) बाजारभाव (भाडेपट्ट्याच्या वाचनितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 2501500 |
| (4) भू-सापन, पोटहिस्सा व घरक्रमांक (असल्यास) | 1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: तुळडी जिल्हा नाशिक, पोट तुळडी नालुका नाशिक पैकी नाशिक महानगर पालिका हद्दीतील मोजे नाशिक या गांवचे शिवारातील सर्व्हे नं. 812/2/1/1/प्लॉट/1, यातील अंतिम मंजूर ले-आऊट प्लॅन मधील प्लॉट नं. 1, यांसी क्षेत्र 500.00 चौ.मी., आणि सर्व्हे नं. 812/2/1/4 चे एकूण क्षेत्र 232.00 चौ.मी. पैकी क्षेत्र 103.50 चौ.मी. रोड वाईडींग एफ एम आय चे क्षेत्रासह मिळकतीवर बांधण्यात येत असलेल्या मरहबा रेमीडेन्सी अपार्टमेंट या नांवाने ओळखल्या जाणाऱ्या इमारतीमधील दुसरे मजल्यावरील फ्लॉट / मदनिका नं. 201, यांसी चर्टई क्षेत्र 56.55 चौ.मी. कार्गेट अधिक याल्कनीचे 9.04 चौ.मी. असे एकूण क्षेत्र 65.59 चौ.मी. ही मिळकत. ((Survey Number : 812/2/1/1/प्लॉट/1 ;)) |
| (5) क्षेत्रफळ | 1) 56.55 चौ.मीटर |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. | 1) नाव:-मे. क्रिसेंट विल्डकॉन, भागीदारी फर्म तर्फे भागीदार - 1) श्री. एजाज निजामुद्दीन अन्सारी वय:-47; पत्ता:- प्लॉट नं: फ्लॉट नं. 403,, माळा नं: -, इमारतीचे नाव: आदर्श वन, ब्लॉक नं: जलसा लॉन्सचे पुढे,, रोड नं: अशोका रोड, नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422006 पॅन नं:-AAQFC5332D
2) नाव:-मे. क्रिसेंट विल्डकॉन, भागीदारी फर्म तर्फे भागीदार - 2) श्री. अब्दुल्लाह रिजवानुर रहमान पटेल वय:-24; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: जहूर व्हिला,, ब्लॉक नं: वृंदावन कॉलनी,, रोड नं: पद्माल रोड, नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422011 पॅन नं:-AAQFC5332D |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता | 1) नाव:-फरहानाज सर्फराज शेख वय:-38; पत्ता:-प्लॉट नं: 12, माळा नं: -, इमारतीचे नाव: समराई सोमायटी, ब्लॉक नं: हिरवे नगर, रोड नं: वडाळा रोड, नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422001 पॅन नं:- DHOPS3950P
2) नाव:-सर्फराज युसूफ शेख वय:-44; पत्ता:-प्लॉट नं: 12, माळा नं: -, इमारतीचे नाव: समराई सोमायटी, ब्लॉक नं: हिरवे नगर, रोड नं: वडाळा रोड, नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422001 पॅन नं:-ATFPS3039R |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 07/10/2023 |
| (10) दस्त नोंदणी केल्याचा दिनांक | 07/10/2023 |
| (11) अनुक्रमांक, खंड व पृष्ठ | 8092/2023 |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क | 150100 |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क | 25050 |
| (14) शेर | |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सूची क्र. II
नोंदणी नंबरची प्रथम प्रत
अस्साल बरहुकुम नवकल
सह दुय्यम निबंधक वर्ग-२.
नाशिक-६

538/8092

पावती

Original/Duplicate

Saturday, October 07, 2023

नोंदणी क्र. :39म

2:02 PM

Regn.:39M

पावती क्र.: 9402

दिनांक: 07/10/2023

गावाचे नाव: नाशिक शहर
 दस्तऐवजाचा अनुक्रमांक: नंसन6-8092-2023
 दस्तऐवजाचा प्रकार : ऑग्रीमेंट टू सेल
 सादर करणाऱ्याचे नाव: फरहानाज सर्फराज शेख

नोंदणी फी

रु. 25050.00

दस्त हाताळणी फी

रु. 860.00

पृष्ठांची संख्या: 43

एकूण:

रु. 25910.00

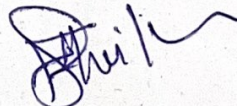
आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
 2:21 PM ह्या वेळेस मिळेल.

Joint S.R. Nashik-6

बाजार मुल्य: रु.2501500 /-
 मोबदला रु.2500000/-
 भरलेले मुद्रांक शुल्क : रु. 150100/-

सह. दुय्यम निबंधक वर्ग-२
 नाशिक-६.

- 1) देयकाचा प्रकार: DHC रक्कम: रु.860/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: 1023016200490 दिनांक: 07/10/2023
 बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रक्कम: रु.25050/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: MH009128689202324E दिनांक: 07/10/2023
 बँकेचे नाव व पत्ता:


 मुळ दस्त परत

CHALLAN
MTR Form Number-6

Original/Duplicate
नोंदणी क्र.: 39म
Regn.: 39M
क्र.: 9402 दिनांक: 07/10/2023

₹. 25050.00
₹. 860.00

₹. 25910.00

Joint S.R. Nashik-6

म निबंधक वर्ग-२
शिक-६.

MH009128689202324E	BARCODE	Date 06/10/2023-19:50:28	Form ID 25.2
Inspector General Of Registration		Payer Details	
Stamp Duty		TAX ID / TAN (If Any)	
Registration Fee		PAN No.(If Applicable)	AAQFC5332D
NSK6_NASHIK 6 JOINT SUB REGISTRAR		Full Name	MS CRESCENT BUILDCON A PARTNERSHIP FIRM THROUGH ITS PARTNERS
NASHIK		Flat/Block No.	Flat No. 201, Marhaba Residency Apartment,
2023-2024 One Time		Premises/Building	Survey No. 812/2/1/1/Plot/1
Account Head Details		Amount In Rs.	Carpet area 56.55 Sq.Mtrs. and Balcony area 9.04 Sq.Mtrs.
6401 Stamp Duty	150100.00	Road/Street	
3301 Registration Fee	25050.00	Area/Locality	Village Nashik, Tal. and Dist. Nas
		Town/City/District	hik
		PIN	4 2 2 0 1 1
		Remarks (If Any)	PAN2=DHOPS3950P-SecondPartyName=FARHANA Z SARFARAZ SHAIKH AND OTHER ONE-
		Amount In	One Lakh Seventy Five Thousand One Hundred Fifty R
		Words	upees Only
STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 00040572023100684970 IK0CMARTH0
Cheque/DD No.		Bank Date	RBI Date 06/10/2023-19:24:52 Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No., Date	Not Verified with Scroll

नसिन-६
क्र.क. (००२) (२०२३)
१-४९



2023

Department ID : 9822553057
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
र चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू
नहीं.

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1023016200490	Date 01/10/2023
Received from SELF, Mobile number 9823226682, an amount of Rs.860/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.	

Payment Details

Bank Name SBIN	Date 01/10/2023
Bank CIN 10004152023100100421	REF No. IGAQGFZRF7

This is computer generated receipt, hence no signature is required.

Shik

Singh

Apal

Zone No. : 1.3.19
Flat No. 201, Carpet area of Flat : 56.55 Sq.Mtrs.
Balcony area : 9.04 Sq.Mtrs.
Flat Rate : Rs. 38,000/- per Sq.Mtrs.
Market / Govt. Value : Rs. 25,01,500/-
Consideration : Rs. 25,00,000/-
6 % Stamp : Rs. 1,50,100/-
Registration fees : Rs. 25,050/-

AGREEMENT FOR SALE

This Agreement for Sale is made and executed on this 07th Day of October 2023 at Nashik.

BETWEEN

M/S. CRESCENT BUILDCON,

A Partnership Firm,
PAN – AAQFC 5332.D
Add. : Office No. 1, Prime Comfort,
Plot No. 54, Survey No. 5/2, Khode Nagar,
Nashik – 422 006

Through its Partners

1. **MR. AIJAZ NIZAMUDDIN ANSARI,**

Age : 47, Occ.: Business
R/o. Flat No. 403, Adarssh One,
Next to Jalsa Lawns,
Ashoka Road, Nashik – 422 006
Aadhar No. 5985 2372 1074

2. **MR. ABDULLAH RIZWANUR RAHMAN PATEL,**

Age : 23, Occ.: Business
R/o. 2/3, Zahur Villa, Vrundavan Colony,
Pakhhal Road, Nashik – 422 011
Aadhar No. 5610 3151 2854

Hereinafter referred to as the "Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successor-in-interest, executors, administrators and permitted assignees) of the One Part.

AND.....

1. **MRS. FARHANAZ SARFARAZ SHAIKH,**

Age : 38 years, Occ. : Business,
PAN – DHOPS 3950 P
Aadhaar No. 9484 3977 8170

2. **MR. SARFARAJ YUSUF SHAIKH,**

Age : 44 years, Occ. : Business,
PAN – ATFPS 3039 R
Aadhaar No. 9786 3241 6715
Both R/o. 12, Samrai Society, Hirve Nagar,
Wadala Road, Nashik – 422 001

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2.
दातक ८०२ (२०२१)
७ - ४९



Hereinafter called the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the Other Part.

The Promoters and Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, the Promoters i.e. M/s. Crescent Buildcon, A partnership firm is the absolute and lawful owners of property bearing Plot No. 1, area admeasuring 500.00 Sq.Mtrs. from and out of Survey No. 812/2/1/1/Plot/1 and F.S.I. area 103.50 Sq.Mtrs. out of total area 232.00 Sq.Mtrs. from Survey No. 812/2/1/4, situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik.

AND WHEREAS the property i.e. Plot No. 1, area admeasuring 500.00 Sq.Mtrs. from and out of Survey No. 812/2/1/1/Plot/1 and F.S.I. area 103.50 Sq.Mtrs. out of total area 232.00 Sq.Mtrs. of Village Nashik was owned by Mr. Purushottam Kantilal Mawani and Mr. Narsinha Arjunbhai Patel and they have purchased the said property from Mr. Kadar Abdul Gani Jakhura and others 2 with the consent of Bharati Bhagwan Keshwani, Smt. Vidyaben Nitin Patani, Smt. Rohiniben Dinesh Patani and Kumar Bhim Tolani by Sale Deed, dated 30/06/2000, which is duly registered in the office of Sub-Registrar, Nashik - 1 at Sr. No. 8246/2000. According to the said Sale Deed, name of purchasers i.e. Mr. Purushottam Kantilal Mawani and Mr. Narsinha Arjunbhai Patel mutated in revenue record as per M. E. No. 43231.

AND WHEREAS Mr. Purushottam Kantilal Mawani had given his ½ undivided share in the said property i.e. Plot No. 1, area admeasuring 250.00 Sq.Mtrs. from and out of Survey No. 812/2/1/1/Plot/1 to Mrs. Bharatiben Narsinha Patel with the consent of Mr. Narsinha Arjunbhai Patel by Gift Deed, dated 18/0/2018, which is duly registered in the office of Sub-Registrar, Nashik - 3 at Sr. No. 6589/2016 on the same date. According to the said Gift Deed, name of Mrs. Bharatiben Narsinha Patel mutated in revenue record as per M. E. No. 401188.

AND WHEREAS the Promoters - M/s. Crescent Buildcon, A partnership firm, through it's partners - Mr. Aijaz Nizamuddin Ansari and Patel Abdullah Rizwanur Rahman have purchased the said Plot No. 1, Survey No. 812/2/1/1/Plot/1 and F.S.I. Available for road winding area admeasuring 103.50 Sq.Mtrs. out of total area 232.00 Sq.Mtrs. from and out of Survey No. 812/2/1/4 from Mr. Narsinha Arjunbhai Patel and Mrs. Bharatiben Narsinha Patel as per Sale Deed, dated 22/07/2021 and the said Sale Deed is registered with Sub-Registrar, Nashik - 3 at Sr.No. 5801/2021 on 23/07/2021. As per the said Sale Deed the name of

: 3 :

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क्रमांक (६०२२/२०२२)	
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Promoters i.e. M/s. Crescent Buildcon, A partnership firm is recorded in the record of rights of the said plot property as per M. E. No. 404659 in the year 2021.

AND WHEREAS the final layout plan of the Project Land is approved from Nashik Municipal Corporation as per Letter Ja. No./Nagar Rachana Vibhag / Final / 281 / 3493, dt. 15/10/1998. The Promoters agree and undertake that, it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS N.A. permission has been granted by Collector Nashik as per Order No. Mah / Kaksha -3 /Bi.She.Pa.Kra. /127 /1998, dated : 28/09/1998 for the area adm. 1793.00 Sq.Mtrs. out of Survey No. 812/2/1 regarding the purpose of residential purpose.

AND WHEREAS the Promoters have decided to do construction on the said property for that purpose, they have purchased T.D.R. admeasuring 550.41 Sq. Mtrs. out of D.R.C. No. 981, dated 09/07/2021 from Mr. Pandharinath Jagannath Nere and Mrs. Jayashree Pandharinath Nere as per T.D.R. Sale Deed, dated - 09/07/2021, which is duly registered in the office of Sub-Registrar, Nashik - 7 at Sr.No. 174/2022 on 06/01/2022.

AND WHEREAS the said property bearing Plot No. 1 shall be hereinafter referred to as the "Said Property" and property more particularly described in Schedule 'A' hereinafter as the "Said Premises" for the sake of brevity.

AND WHEREAS the Promoters are entitled to develop and dispose of the said property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

AND WHEREAS the Promoters are desirous to develop the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof.

AND WHEREAS the Promoters are developing the said properties in the name of and style as "MARHABA RESIDENCY" consisting of parking in Basement and Ground Floor and 4 Shops on the Ground and First Floor + Seven upper floors having 20 independent residential premises. The "MARHABA RESIDENCY" Apartment building has lift facility.

AND WHEREAS the Building Plan is approved and sanctioned by Nashik Municipal Corporation, Nashik and issued the Commencement

नमन - ६
 दिनांक (००२/२०२२)
 ५ - ६९



Certificate to develop the Project land vide approval No. LND/BP/A4/486/2022, dated - 19/01/2022.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which Project is to be constructed have to be completed.

AND WHEREAS the Promoters have proposed to construct on the project land, One Building having Basement +Ground + 7 upper Floors.

AND WHEREAS the Allottees are offered **Flat No. 201 on Second Floor**, as mentioned in the Schedule - 'A' (herein after referred to as the said "Apartment/Flat") in the Building called "**MARHABA RESIDENCY**" Apartment (herein after referred to as the said "Building") being constructed on the said project land, by the Promoters.

AND WHEREAS the Promoters have appointed Mr. Darshan P. Sancheti as the Architect and Mr. B. P. Bhavsar as the RCC and Structural Consultant for the project.

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at - Mumbai vide RERA Certificate No. P 51600045628, authenticated copy is attached in Annexure 'F'.

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 / properties, which is more particularly described in the Schedule - I hereunder written. The Allottees having inspected all the relevant documents i.e. 7/12 and mutation entries for last 30 years, sale deeds and other documents mentioned in above paragraphs, N.A. order, Layout, Title Certificate, Commencement Certificate and approved Building plan, in respect of the said properties and being satisfied about the title of the Promoters and the rights and the authorities of the Promoters for developing the said properties and disposal thereof.

AND WHEREAS by virtue of the Sale Deeds the Promoters have sole and exclusive right to sell the Apartment/s, Flat/s in the said building to be constructed by the Promoters 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 c given inspection to the / project land and the p Promoter's Architects under the Real Es (hereinafter referred t made there under.

AND WHEREA on Second Floor (the Building called referred to as the land, by the Promc

AND WHEF issued by the attr copies of Proper any other releve Promoters to the are to be constr

AND WH as approved b and marked a

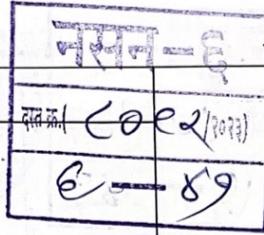
AND W as proposed the building project hav

AND specificati Allottees, annexed.

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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 Architects and or 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 there under.

AND WHEREAS the Allottees are offered Flat, bearing **Flat No. 201 on Second Floor** (herein after referred to as the said "Apartments") in the Building called "**MARHABA RESIDENCY**" Apartment (herein after referred to as the said "Building") being constructed on the said project land, by the Promoters.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, 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 Promoters to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure - B

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.

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.

AND WHEREAS the Promoters have 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 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/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottees have applied to the Promoters for allotment of an **Apartment bearing Apartment / Flat No. 201** in the building known as "**MARHABA RESIDENCY**" Apartment, being constructed in the said Project.

AND WHEREAS the carpet area of the said Apartment i.e. **Flat No. 201 is 56.55 Sq.Mtrs.** and open Balcony area **9.04 Sq.Mtrs.** and "carpet area" means the net usable floor area of an apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottees have paid to the Promoters a sum of **Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand only)**, being part payment of the sale consideration of the said Flat 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 hereinafter appearing.

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

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 agree to sell and the Allottees hereby agree to purchase the Apartment/Flat.

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

1. The Promoters shall construct the said building/s consisting of parking on the Basement and Ground Floor, 4 Shops on the Ground and First Floor + Seven upper floors having 20 independent residential premises 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 alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottees hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees **Flat No. 201 of carpet area admeasuring 56.55 Sq.Mtrs. plus, Open Balcony, admeasuring 9.04 Sq.Mtrs. Total admeasuring area 65.59 Sq.Mtrs.** on the **Second Floor** in the building "**MARHABA RESIDENCY**" Apartment (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 25,00,000/- (Rupees Twenty Five Lacs only)** 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 second schedule annexed herewith.
- 1(b) The total aggregate consideration amount for the said apartment / flat is **Rs. 25,00,000/- (Rupees Twenty Five Lacs only)**.
- 1(c) (i) The Allottees have paid on or before execution of this Agreement a sum of i) Rs. 1,00,000/- (Rupees One Lac only) paid by Cheque, bearing Cheque No. 000257, dated 20/03/2023 drawn on Bank of Baroda, ii) Rs. 1,00,000/- (Rupees One Lac only) paid by Cheque, bearing Cheque No. 000258, dated 17/04/2023 drawn on Bank of Baroda and iii) Rs. 50,000/- (Rupees Fifty Thousand only) paid by Cheque, bearing Cheque No. 000260, dated 04/10/2023 drawn on Bank of Baroda in favour of Promoters and thus the Allottees have paid total amount of Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand only) to the Promoters as the part payment.
- (ii) The Allottees shall pay balance consideration amount **Rs. 22,50,000/- (Rupees Twenty Two Lacs Fifty Thousand only)** to the Promoters by themselves or by obtaining loan from any financial institution or bank in the following manner :-

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PARTICULARS	PERCENTAGE
On or before execution of Agreement	10 %
Within 2 weeks after the execution of Agreement	15 %
On Completion of the Plinth of the building	10 %
On Completion of 1 st Slab	05 %
On Completion of 2 nd Slab	05 %
On Completion of 3 rd Slab	05 %
On Completion of 4 th Slab	05 %
On Completion of 5 th Slab	05 %
On Completion of 6 th Slab	05 %
On Completion of 7 th Slab	05 %
On Completion of 8 th Slab	05 %
On Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment	05 %
On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	05 %
On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building	05 %
On Completion of the lifts, water pumps, electrical fittings, electrical, mechanical and environment requirement, entrance lobby/s, paving of apartment land	05 %
At the time of handing over of the possession of the Apartment to the Allottees on or after receipt of completion certificate, whichever is earlier.	05 %

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of value added Tax, Service Tax, G.S.T. 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 Promoters) up to the date of handing over the possession of the Flat.

1(e) The Total Price is escalation-free, save and except escalations /increases which the Allottees hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/ order/rule/regulation to that effect along with

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the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

- 1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottees by discounting such early payments @ 12 % per annum for the period by which the respective installment has been proponded. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoters.
- 1(g) 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 of the changes, if any, in the carpet area subject to the variation cap of three percent. The total price payable for the reduction in 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 that 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 feet as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottees authorize the Promoters to adjust/appropriate all payments made by their under any head(s) of dues against lawful outstanding, if any, in their name as the Promoters may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoters to adjust their payments in any manner.
- 2.1 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 Flat to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 2.2 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/Flat 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

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the case may be. 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 (c-ii) herein above.

3. The Promoters hereby declare that the Floor Space Index available in respect of the said properties is in the ratio of 1 : 1 . 1 + Premium + FSI of Road winding + TDR purchased by the Promoters. In case any FSI / TDR as may be remaining or as may be increased due to any change in the municipal rules, the same shall be available to the Promoters only and the Promoters shall be able to sale or consume the said unused FSI / TDR and except the Promoters nobody shall have right to use the said FSI / TDR and the Promoters shall be entitled to construct additional construction as may be approved by the local authority and shall be further entitles to sell the said construction to any third party, the Allottees in the building shall not object or obstruct the Promoters from doing so.

4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottees, the Promoters agree to pay to the Allottees, who does not intend to withdraw from the project, interest 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 agree 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.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, 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 their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the 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 this Agreement and of fail to rectify the breach or breaches mentioned by the Allottees within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

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Time is the essence of this Agreement. The Allottees shall pay the Balance consideration and other payments on the due date at any costs. In the event of the Allottees failing to make payment on the due date then the Promoters after due notice shall be entitled to terminate this Agreement and forfeit amount of Rs. 1,00,000/- (Rupees One Lac only) out of total amount received hereunder as liquidated damages. The Promoters shall be entitled to deal with and dispose of the said Apartment / Flat thereafter to third parties, and the Allottees shall have no right to object in any manner. However, the Promoters have option to continue the said transaction but in that case the Allottees shall pay the interest for the delayed period @ 18 % p.a. till the time the payment is made. The Promoters are not liable to give any intimation or notice of the installments becoming due even oral / telephonic demand is sufficient. In addition to the Allottee's liability to pay interest as mentioned hereinabove, the Allottees shall also be liable to pay and reimburse to the Promoters, all the costs, charges and expenses whatsoever, which are borne, paid and / or incurred by the Promoters for the purpose of enforcing payment of and recovering from the Allottees any amount/s or due/s whatsoever payable by the Promoters under this Agreement.

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 ninety days of the termination, the installments of sale consideration of the 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 Annexure 'E', annexed hereto.
6. The Promoters shall complete the construction till 31st December 2027 and shall give the possession of the Flat to the Allottees on or before January 2028 by obtaining completion certificate, subject to the issuance of completion certificate from Nashik Municipal Corporation, Nashik. If the Promoters fail or neglect to give possession of the Flat 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 / Flat with interest at the same rate as may mentioned in the clause 4. 1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat on the aforesaid date, if the completion of building in which the Apartment / Flat 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.
- (iii) Completion certificate is not issued by NMC.

7.1 Procedure for taking possession - The Promoter, 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/Flat, 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/Flat to the Allottees. The Promoters agree and undertake to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on 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 Project.

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

7.3 Failure of Allottees to take Possession of Apartment/Flat :
Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottees shall take possession of the Apartment / Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession within the time provided in clause 7.1 such Allottees shall continue to be liable to pay maintenance charges as applicable from the date of completion certificate.

7.4(i) If within a period of five years from the date of handing over the Flat to the Allottees. The Allottees bring to the notice of the Promoters any structural defect in the Flat or in the Building, which the Apartment / Flat are situated or any defects or any defects on account of workmanship, quality or provision of services then, wherever possible such defects shall be rectified by the Promoters at their own costs and in case, it is not possible to rectify such defects then the Allottees shall be entitled to receive from the Promoters appropriate compensation for such defect in the manner as provided under the Act.

- (ii) Provided further, that the whatsoever nature or in the fittings there /wing of the Said Bu columns, beams etc. hereby agreed that any of fitting, pipes, alternation in the be seepage of the water the written conser automatically shall be the manufacturing a wilful neglect on the defect cause by no apartment by the oc
- (iii) That shall be the re in proper manner a limiting to the joint i cement / epoxy tr manufacturing war end before the de under the mainten maintenance cont Promoters shall n the same. That t and constructed l the vendor / ma fittings shall be warranty contra working condit common project
- (iv) That the Allotte expressly agree . phase / wings internal walls e variation in ter do not structur workmanship
- (v) It is expressly or on behalf expert who s assess the s in materials the workmar clauses of th

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- (ii) Provided further, that Allottees shall not carry out any alteration of the whatsoever nature in the Said Flat / Apartment of phase/wing or in the fittings therein, on specific the structure of the said unit /wing of the Said Building which shall include but not limits to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottees shall not make any alteration in any of fitting, pipes, water supply connections or any erection or alternation in the bed room, toilet & kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect cause on account of willful neglect on the part of the Promoters and shall not mean defect cause by normal wear and tear and by negligent use of apartment by the occupant, vagaries of nature etc.
- (iii) That shall be the responsibility of the Allottees to maintain their unit in proper manner and take all due care needed including but not limiting to the joint in the tiles in their Flat is regularly field with white cement / epoxy to prevent water seepage. Further where the manufacturing warranty as shown by the developer to the Allottees end before the defect liability period, such warranties are covered under the maintenance of the said unit / building. And if the annual maintenance contract are not done / renewed by the Allottees, the Promoters shall not be responsible for any defect occurring due to the same. That the project as a whole has been conceived, design and constructed based on the commitment and warranties given by the vendor / manufacturer that all the equipments, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts, so as yet to be sustainable and in proper working condition to continue warranty in the said Flat and the common project amenities wherever applicable.
- (iv) That the Allottees have been made aware and that the Allottees expressly agree that the regular wear and tear of the Unit / building . phase / wings includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not structural defect and hence cannot be attributed to either bad workmanship or structural defect.
- (v) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit the report to state the defect in materials used, in the structure built off unit/phase/wing and in the workmanship executed keeping in the mind aforesaid agreed clauses of this agreement.

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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 parking space only for purpose of keeping or parking their own vehicle, commercial vehicle will not be allowed in the parking area of the Apartment.
9. The Allottees along with other Allottee(s) of Apartments / Flats 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 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill his 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 common organisation of Allottees. No objection shall be taken by the Allottees 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 Promoters shall, within three months of registration of the Society, Deed of Declaration of Apartment Condominium or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoters and/or the owners in the said structure of the Building or wing in which the said Apartment / Flat is situated.
 - 9.2 The Promoters shall, within three months of registration of the declaration of Apartment as aforesaid, cause to be transferred to the Apartment Association all the right, title and the interest of the Promoters/Lessors/Original Owners / Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
 - 9.3 Within 15 days after notice in writing is given by the Promoters to the Allottees that the Apartment is ready for use and occupancy, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat.) 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/s or wings is transferred to it, the Allottees shall pay to the Promoters such proportionate share of outgoings as

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may be determined. The Allottees further agree that, the Allottees shall pay Rs. 25,000/- (Rupees Twenty Five Thousand only) against the corpus fund amount for the said Building and the said amount shall be paid by the Allottees. 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 or wing is executed in favour of the Apartment Association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottees shall contribute and pay following amount to the Apartment / Flat details of which is under :-
 - i) Share money, application entrance fee of the Apartment Association.
 - ii) Formation and registration of the Apartment Association.
 - iii) Proportionate share of taxes and other charges / levies in respect of the Apartment Association.
 - iv) Deposit towards provisional monthly contribution towards outgoings of Apartment Association.
 - v) Deposit for water, Electric and other utility and services connection charges.
11. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottees shall pay to the Promoters, the Allottee's 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 /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottees shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Apartment Association 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.
12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS
The Promoters hereby represents and warrants to the Allottees as follows:
 - (i) The Promoters have absolute, clear and marketable title with respect to the said project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said 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.

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- (iii) There are no encumbrances upon the Project or the Project except those disclose in the Title Report.
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land except those disclose in the Title Report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting "and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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/wing and common areas;
- vi. The Promoters have 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 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/Flat which will, in any manner, affect the rights of Allottees under this Agreement.
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment/Flat 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 association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the 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.
- 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.
13. The Allottee/s or himself / herself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

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- i. To maintain the Flat at the Allottee's own cost in good and tenatable repair and condition from the date that of possession of the Apartment / Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment / Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment / Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment / Flat 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 Flat and maintain the Apartment / Flat 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 / Flat is situated or the Apartment / Flat 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 Flat 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 / Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment / Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment / Flat and the appurtenances thereto in good tenatable repair and

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- 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, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Apartment Association. The Allottees shall not close the adjoining open terrace and balcony even through fabrication grill and further shall not change the exterior paint of the building including terrace / balcony.
- 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 / Flat 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 / Flat 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 fifteen days of demand by the Promoters, their 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 / Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, or 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 / Flat by the Allottees for any purposes other than for 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 Flat 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 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

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- 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 out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment / Flat is situated is executed in favour 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 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 / Flat is situated is executed in favour 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 project land or any part thereof to view and examine the state and condition thereof.
14. 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 Co-operative Society or association, Deed of Declaration of Apartment Condominium 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.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments / Flats or of the said Plot and Building or any part thereof. The Allottees shall have no claim save and except in respect of the Flat hereby agreed to be sold to their 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 Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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16. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE** : After the Promoters executes this Agreement they shall not mortgage or create a charge on the Flat 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 has taken or agreed to take such Flat.
17. **BINDING EFFECT**
Forwarding this Agreement to the Allottees by the Promoters do not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees sign and deliver 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 Allottees and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottees fail to execute and deliver to the Promoters this Agreement within 30 (thirty) 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(fifteen) 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.
18. **ENTIRE AGREEMENT**
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
19. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.

