

**ZONE NO. : 1.3.16**

**GOVERNMENT VALUATION RS. :- 24,37,000/-**

**CONSIDERATION RS. :- 44,90,000/-**

**STAMP DUTY. :- 2,70,000/-**

**REGISTRATION FEES. :- 30,000/-**

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE MADE AND EXECUTED ON THIS  
30<sup>TH</sup> DAY OF JANUARY IN THE YEAR TWO THOUSAND AND  
TWENTY FOUR.

**BETWEEN**

**SUVIK BUILDCON LLP,**  
REGISTERED FIRM AS PER LABILITY ACT 2008  
LLP IDENTIFICATION CODE NO. AAZ 3375  
(PAN NO. AEOFS7137N)  
OFFICE ADDRESS : 301, PRASANNA ARCADE,  
TRIMBAK NAKA, OLD MUMBAI AGRA ROAD.  
NASHIK - 422 002.

**THROUGH PARTNERS,**

**1. MR. GANGADHAR KARBHARI JADHAV**

AGE : 68 YEARS, OCCUPATION : BUSINESS AND AGRICULTURIST,

**PAN NO. ABKPJ4421H**

**AADHAR NO. 277929198217**

**2. MR. SUMIT ISHWAR CHAUDHARI**

AGE : 31 YEARS, OCCUPATION : BUSINESS,

**PAN NO. BFGPC3317C**

**AADHAR NO. 876878150146**

EMAIL ID - [SUVIKBUILDCON@GMAIL.COM](mailto:SUVIKBUILDCON@GMAIL.COM)

MOBILE NO. - 8793332345

HEREINAFTER REFERRED TO AS “**THE OWNER/PROMOTER**” (WHICH EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF MEAN AND INCLUDE ITS EXECUTORS, ADMINISTRATORS AND ASSIGNEES ETC.) OF THE ONE PART.

**AND**

**1. MR. KUNAL WAMANRAO SURYAWANSHI**

AGE : 31 YEARS, OCCUPATION : SERVICE,

(PAN NO. GVVPS0310G)

(ADHAR NO. 4105 6498 8302)

R/o. Plot No. 180, Laxmi-Narayan Colony,

Near Laxmi-Narayan Garden,

Sakri Road, Dhule - 424 001.

Mobile No. 72640 90655.

Email Id -

**2. MRS. PRATIKSHA KUNAL SURYAWANSHI**

AGE : 27 YEARS, OCCUPATION : SERVICE,

(PAN NO. HMWPK2507M)

(ADHAR NO. 6881 4683 1836)

R/o. Plot No. 08, Parijat Colony,

Sakri Road, Dhule - 424 001.

Mobile No. 88052 30940.

Email Id -

HEREINAFTER REFERRED TO AS "**THE ALLOTTEE / PURCHASER'S**" (WHICH EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF MEAN AND INCLUDE HIS / HER HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNEES, ETC.) OF THE OTHER PART.

AND WHEREAS MR. GANGADHAR KARBHARI JADHAV AND MR. SUMIT ISHWAR CHAUDHARI INCORPORATED A PARTNERSHIP FIRM ON 30/11/2021 NAMEDLY **SUVIK BUILDCON LLP**. THE SAID PARTNERSHIP FIRM IS DULY REGISTERED AS PER THE LIABILITY ACT 2008 BEARING **LLP IDENTIFICATION NO. AAZ-3375**. BOTH THE PARTNERS HAVE EQUAL SHARE IN THE SAID FIRM.

AND WHEREAS THE OWNER / PROMOTER ARE THE OWNER AND ARE IN POSSESSION OF THE NON-AGRICULTURAL LAND AREA ADMEASURING **24.69.70 ARE I.E. 2469.70 SQUARE METERS** FROM AND OUT OF **SURVEY NO. 807/2B/1B** SITUATED AT VILLAGE NASHIK, TALUKA AND DISTRICT NASHIK WITHIN THE LIMITS OF NASHIK MUNICIPAL CORPORATION MORE PARTICULARLY DESCRIBED IN THE SCHEDULE WRITTEN HEREUNDER AND HEREINAFTER REFERRED TO AS THE SAID LAND.

AND WHEREAS THE OWNER / PROMOTER DECIDED TO DEVELOP THE ABOVE SAID LAND WHICH WAS PREVIOUSLY OWNED BY MR. GANGADHAR KARBHARI JADHAV. FOR THE PURPOSE OF DEVELOPMENT THE OWNER / PROMOTER DECIDED TO PURCHASE THE SAID LAND FROM MR. GANGADHAR KARBHARI JADHAV AND ACCORDINGLY THE OWNER / PROMOTER ENTERED INTO THE TRANSACTION OF SALE DEED WITH MR. GANGADHAR KARBHARI JADHAV. THE SAID SALE DEED WAS MADE AND EXECUTED BY AND BETWEEN THE PARTIES ON 13/07/2023 AND SAME IS REGISTERED IN THE OFFICE OF SUB REGISTRAR NASHIK - 7 VIDE **SERIAL NO. 7994/2023 DATED - 14/07/2023**. THE NAME OF THE OWNER / PROMOTER IS MUTATED IN THE RECORD OF RIGHTS VIDE **MUTATION ENTRY NO. 407947**.

AND WHEREAS THE GOVERNMENT OF MAHARASHTRA HAS SHOWN THE SAID LAND IN THE RESIDENTIAL ZONE IN THE DEVELOPMENT PLAN SANCTIONED FOR NASHIK MUNICIPAL

CORPORATION ON 09/01/2017. THE ZONING CERTIFICATE IS ISSUED BY TOWN PLANNING AUTHORITY, NASHIK MUNICIPAL CORPORATION VIDE THEIR **LETTER NO. MANAPA / NNIVI / WASHI / 42 / 2020 DATED 28/5/2020.**

AND WHEREAS COLLECTOR NASHIK HAS ISSUED **NON AGRICULTURAL PERMISSION FOR RESIDENTIAL** VIDE THEIR LETTER NO. **MASHA/KAKSHA/3/2/ RU.KA.AA.NO./ SR/ 701/2021 DATED 7/9/2021.**

AND WHEREAS N.A. SANAD IS ISSUED BY TAHASIL OFFICE NASHIK BEARING NO. **JAMA-1/REGI.NO./750/2021 NASHIK DATED 08/10/2021.**

AND WHEREAS THE OWNER/PROMOTER IS ENTITLED AND ENJOINED UPON TO CONSTRUCT BUILDING ON THE SAID LAND IN ACCORDANCE WITH THE RECITALS HEREINABOVE.

AND WHEREAS THE OWNER / PROMOTER DECIDED TO CONSTRUCT A BUILDING HAVING 14 HABITABLE FLOORS AND IN ALL 84 FLATS ON THE SAID LAND TO BE KNOWN AS "**SUVIK ASPIRE**". ACCORDINGLY, THE BUILDING PLAN WAS PREPARED BY ARCHITECT SUMIT KUMATH AND IT WAS SANCTIONED BY NASHIK MUNICIPAL CORPORATION VIDE THEIR COMMENCEMENT CERTIFICATE NO. **LND/BP/A4/671/12022 DATED 28/3/2022.** SOME CHANGES WERE MADE IN THE CONSTRUCTION PLANS AND THE AMENDED PLAN IS ALSO SANCTIONED BY NASHIK MUNICIPAL CORPORATION AND COMMENCEMENT CERTIFICATE IS ISSUED TO THAT EFFECT BEARING NO. **LND/BP/A4/RBP/231/2022 DATED 19/10/2022.** THE SAID BUILDING PERMISSION IS TRANSFERRED IN THE NAME OF **SUVIK BUILDCON LLP** THROUGH PARTNERS GANGADHAR KARBHARI JADHAV AND OTHERS BY NASHIK MUNICIPAL CORPORATION **VIDE IT LETTER NO. LND/WS/BP/1077/2023 DATED 01/11/2023.**

AND WHEREAS THE ALLOTTEE IS OFFERED AN APARTMENT BEARING **NO. 603 ON THE 06<sup>TH</sup> FLOOR** (HEREINAFTER REFERRED TO AS THE SAID "APARTMENT"). IN THE BUILDING CALLED **SUVIK ASPIRE** (HEREINAFTER REFERRED TO AS THE SAID "BUILDING") BEING CONSTRUCTED BY THE PROMOTER. AND WHEREAS THE ALLOTTEE IS ALSO IN NEED OF THE APARTMENT IN THE SAME AREA AND HAS APPROACHED THE PROMOTER. THE ALLOTTEE HAS TAKEN INSPECTION OF ALL THE DOCUMENTS RELATING TO THE TITLE OF THE SAID LAND, CONSTRUCTION PLANS, DESIGNS AND SPECIFICATIONS PREPARED BY THE OWNER / PROMOTER AND ARCHITECTS SUMIT KUMATH 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. BEING SATISFIED WITH THE TITLE OF THE SAID LAND AND BUILDING PLAN TO BE CONSTRUCTED ON THE SAID LAND AND OTHER DOCUMENTS THE ALLOTTEE AGREES TO PURCHASE THE FLAT IN THE SAID BUILDING.

AND WHEREAS THE ALLOTTEE AGREES TO PURCHASE THE APARTMENT **BEARING NO. 603 ON THE 06<sup>TH</sup> FLOOR** (MORE PARTICULARLY DESCRIBED IN THE SCHEDULE WRITTEN HEREUNDER AND HEREIN AFTER REFERRED TO AS THE SAID APARTMENT) IN THE BUILDING CALLED **SUVIK ASPIRE** (HEREIN AFTER REFERRED TO AS THE SAID "BUILDING") BEING CONSTRUCTED ON THE SAID LAND.

AND WHEREAS THE OWNER/ PROMOTER HAS ENTERED INTO A STANDARD AGREEMENT WITH AN ARCHITECT SUMIT KUMATH REGISTERED WITH THE COUNCIL OF ARCHITECTS AND SUCH AGREEMENT IS AS PER THE AGREEMENT PRESCRIBED BY THE COUNCIL OF ARCHITECTS;

AND WHEREAS THE OWNER / PROMOTER HAS REGISTERED THE PROJECT UNDER THE PROVISIONS OF THE ACT WITH THE REAL ESTATE REGULATORY AUTHORITY VIDE **REGISTRATION NO. P51600053648 DATED - 21/11/2023** AND HAS BEEN ANNEXED AND MARKED AS **ANNEXURE - F.**

AND WHEREAS THE OWNER / PROMOTER HAS APPOINTED A STRUCTURAL ENGINEER JAYANT INAMDAR FOR THE PREPARATION OF THE STRUCTURAL DESIGN AND DRAWINGS OF THE BUILDINGS AND THE PROMOTER ACCEPTS THE PROFESSIONAL SUPERVISION OF THE ARCHITECT AND THE STRUCTURAL ENGINEER TILL THE COMPLETION OF THE BUILDING/BUILDINGS.

AND WHEREAS THE OWNER / PROMOTER BEING OWNER OF THE SAID LAND HAS SOLE AND EXCLUSIVE RIGHT TO SELL THE APARTMENTS IN THE SAID BUILDING/S TO BE CONSTRUCTED ON THE SAID LAND AND TO ENTER INTO AGREEMENT/S WITH THE ALLOTTEES OF THE APARTMENTS TO RECEIVE THE SALE CONSIDERATION IN RESPECT THEREOF;

AND WHEREAS ON DEMAND FROM THE ALLOTTEE, PROMOTER HAS GIVEN INSPECTION TO THE AUTHENTICATED COPIES OF CERTIFICATE OF TITLE ISSUED BY THE ATTORNEY AT LAW OR ADVOCATE OF THE OWNER / PROMOTER, AUTHENTICATED COPIES OF REVENUE RECORD SHOWING THE NATURE OF THE TITLE OF THE OWNER / PROMOTER TO THE SAID LAND ON WHICH THE APARTMENT ARE CONSTRUCTED OR ARE TO BE CONSTRUCTED HAVE BEEN ANNEXED HERETO AND MARKED AS **ANNEXURE - A,** RESPECTIVELY.

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 AND SPECIFICATIONS OF THE APARTMENT AGREED TO BE PURCHASED BY THE ALLOTTEE AS SANCTIONED AND APPROVED BY THE LOCAL AUTHORITY HAVE BEEN ANNEXED AND MARKED AS **ANNEXURE - C.**

AND WHEREAS THE BUILDING PLAN IS DULY APPROVED BY THE NASHIK MUNICIPAL CORPORATION AND THE CHANGES MADE IN THE SAID PLAN ARE ALSO SANCTIONED BY NASHIK MUNICIPAL CORPORATION. THE OWNER / PROMOTER 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 OWNER / PROMOTER WHILE DEVELOPING THE SAID 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 OWNER / PROMOTER HAS ACCORDINGLY COMMENCED CONSTRUCTION OF THE SAID BUILDING/S IN ACCORDANCE WITH THE SAID PROPOSED PLANS.

AND WHEREAS THE ALLOTTEE HAS APPLIED TO THE PROMOTER FOR ALLOTMENT OF AN **APARTMENT/FLAT NO. 603 ON 06<sup>TH</sup> FLOOR** SITUATED IN THE BUILDING BEING CONSTRUCTED TO BE KNOWN AS **SUVIK ASPIRE.**

AND WHEREAS THE **CARPET AREA** (RERA) OF THE SAID APARTMENT IS **63.08 SQUARE METERS** AND "CARPET AREA" MEANS THE NET USABLE FLOOR AREA OF AN APARTMENT, EXCLUDING THE AREA COVERED BY THE EXTERNAL WALLS, AREAS UNDER SERVICES SHAFTS, EXCLUSIVE BALCONY APPURTENANT TO THE SAID APARTMENT FOR EXCLUSIVE USE OF THE ALLOTTEE OR VERANDAH AREA AND EXCLUSIVE OPEN TERRACE AREA APPURTENANT TO THE SAID APARTMENT FOR EXCLUSIVE USE OF THE ALLOTTEE, BUT INCLUDES THE AREA COVERED BY THE INTERNAL PARTITION WALLS OF THE APARTMENT.

AND WHEREAS, THE PARTIES RELYING ON THE CONFIRMATIONS, REPRESENTATIONS AND ASSURANCES OF EACH OTHER TO FAITHFULLY ABIDE BY ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THIS AGREEMENT AND ALL APPLICABLE LAWS, ARE NOW WILLING TO ENTER INTO THIS AGREEMENT ON THE TERMS AND CONDITIONS APPEARING HEREINAFTER;

AND WHEREAS, PRIOR TO THE EXECUTION OF THESE PRESENTS THE ALLOTTEE HAS PAID TO THE OWNER / PROMOTER A SUM OF RS. \_\_\_\_\_/- (**RUPEES \_\_\_\_\_ ONLY**), BEING PART PAYMENT OF THE SALE CONSIDERATION OF THE APARTMENT AGREED TO BE SOLD BY THE OWNER / PROMOTER TO THE ALLOTTEE AS ADVANCE PAYMENT OR APPLICATION FEE (THE PAYMENT AND RECEIPT WHEREOF THE OWNER / PROMOTER BOTH HEREBY ADMIT AND ACKNOWLEDGE) AND THE ALLOTTEE HAS AGREED TO PAY TO THE OWNER / ALLOTTEE THE BALANCE OF THE SALE CONSIDERATION IN THE MANNER HEREINAFTER APPEARING.

AND WHEREAS, UNDER SECTION 13 OF THE SAID ACT THE PROMOTER IS REQUIRED TO EXECUTE A WRITTEN AGREEMENT FOR SALE OF SAID APARTMENT WITH THE ALLOTTEE, BEING IN FACT THESE PRESENTS AND ALSO TO REGISTER SAID AGREEMENT UNDER THE REGISTRATION ACT, 1908.

IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND AS MUTUALLY AGREED UPON BY AND BETWEEN THE PARTIES, THE OWNER / PROMOTER HEREBY AGREES TO SELL AND THE ALLOTTEE HEREBY AGREES TO PURCHASE THE APARTMENT.

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

**1.** THE OWNER / PROMOTER SHALL CONSTRUCT THE SAID BUILDING/S CONSISTING OF 14 FLOORS AND 84 APARTMENTS ON THE SAID LAND IN ACCORDANCE WITH THE PLANS, DESIGNS AND SPECIFICATIONS AS APPROVED BY THE CONCERNED LOCAL AUTHORITY FROM TIME TO TIME.

THE OWNER / PROMOTER CAN AMEND, ALTER, MODIFY OR CHANGE THE CONSTRUCTION PLAN IF REQUIRED BY GOVERNMENT AUTHORITIES OR DUE TO CHANGE OF LAW OR OTHERWISE. PROVIDED THAT THE OWNER / PROMOTER SHALL HAVE TO OBTAIN CONSENT OF THE ALLOTTEE IN RESPECT OF VARIATIONS OR MODIFICATIONS WHICH MAY ADVERSELY AFFECT THE APARTMENT OF THE ALLOTTEE.

**1.A (I)** THE ALLOTTEE HEREBY AGREES TO PURCHASE FROM THE OWNER / PROMOTER AND THE OWNER / PROMOTER HEREBY AGREES TO SELL TO THE ALLOTTEE **APARTMENT NO. 603** HAVING RERA CARPET AREA ADMEASURING **63.08 SQ. MTRS ON 06<sup>TH</sup> FLOOR** IN THE BUILDING **SUVIK ASPIRE** (HEREINAFTER REFERRED TO AS "THE APARTMENT") AS SHOWN IN THE FLOOR PLAN THEREOF HERETO ANNEXED AND MARKED **ANNEXURES - C** FOR THE CONSIDERATION OF **RS. 44,90,000/- (RUPEES FORTY FOUR LAKHS NINETY THOUSAND ONLY)** INCLUDING THE PROPORTIONATE PRICE

OF THE COMMON AREAS AND FACILITIES, THE NATURE, EXTENT AND DESCRIPTION OF THE COMMON AREAS AND FACILITIES WHICH ARE MORE PARTICULARLY DESCRIBED IN THE SECOND SCHEDULE ANNEXED HEREWITH.

**(II)** THE OWNER / PROMOTER HEREBY HAS ALLOTTED A COVERED PARKING SPACE ON THE GROUND FLOOR.

**1(B)** THE TOTAL AGGREGATE CONSIDERATION AMOUNT FOR THE APARTMENT INCLUDING COVERED PARKING SPACES THUS AMOUNTS TO **RS. 44,90,000/- (RUPEES FORTY FOUR LAKHS NINETY THOUSAND ONLY).**

**1(C)** THE PAYMENT SCHEDULE IN RESPECT OF THE SAID FLAT IS IN FOLLOWING MANNER:-

<b><u>SR. NO.</u></b>	<b><u>PARTICULARS</u></b>	<b><u>AMOUNT IN RS.</u></b>
<b>01.</b>	<b>RUPEES _____ LAKHS ONLY PAID BY CHEQUE NO. _____ DATED _____ DRAWN ON _____ BANK, _____ BRANCH BY PURCHASER IN FAVOUR OF THE OWNER / PROMOTER.</b>	
<b>02.</b>	<b>RUPEES _____ LAKHS ONLY WILL BE PAID BY THE PURCHASERS WITHIN 30 DAYS FROM THE DATE OF EXECUTION OF THIS AGREEMENT BY OBTAINING LOAN FROM ANY BANK OR FINANCIAL INSTITUTION OR BY WAY OF SELF CONTRIBUTION.</b>	
	<b>TOTAL RUPEES FORTY FOUR LAKHS NINETY THOUSAND ONLY</b>	<b>44,90,000/-</b>



**1(D)** THE TOTAL PRICE ABOVE EXCLUDES TAXES (CONSISTING OF TAX PAID OR PAYABLE BY THE OWNER / PROMOTER BY WAY OF VALUE ADDED TAX, SERVICE TAX, GOOD AND SERVICES 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 OWNER / PROMOTER ) UP TO THE DATE OF HANDING OVER THE POSSESSION OF THE APARTMENT.

**1(E)** THE TOTAL PRICE IS ESCALATION-FREE, SAVE AND EXCEPT ESCALATIONS/ INCREASES, DUE TO INCREASE ON ACCOUNT OF DEVELOPMENT CHARGES PAYABLE TO THE COMPETENT AUTHORITY AND/OR ANY OTHER INCREASE IN CHARGES WHICH MAY BE LEVIED OR IMPOSED BY THE COMPETENT AUTHORITY LOCAL BODIES/ GOVERNMENT FROM TIME TO TIME.

**1(F)** THE OWNER / PROMOTER SHALL CONFIRM THE FINAL CARPET AREA THAT HAS BEEN ALLOTTED TO THE ALLOTTEE AFTER THE CONSTRUCTION OF THE BUILDING IS COMPLETE AND THE OCCUPANCY CERTIFICATE IS GRANTED BY THE COMPETENT AUTHORITY, BY FURNISHING DETAILS OF THE CHANGES, IF ANY, IN THE CARPET AREA, SUBJECT TO A VARIATION CAP OF THREE PERCENT. THE TOTAL PRICE PAYABLE FOR THE CARPET AREA SHALL BE RECALCULATED UPON CONFIRMATION BY THE OWNER / PROMOTER. IF THERE IS ANY REDUCTION IN THE CARPET AREA WITHIN THE DEFINED LIMIT THEN OWNER / PROMOTER SHALL REFUND THE EXCESS MONEY PAID BY ALLOTTEE WITHIN FORTY-FIVE DAYS WITH ANNUAL INTEREST AT THE RATE SPECIFIED IN THE RULES, FROM THE DATE WHEN SUCH AN EXCESS AMOUNT WAS PAID BY THE ALLOTTEE. IF THERE IS ANY INCREASE IN THE CARPET AREA ALLOTTED TO THE ALLOTTEE, THE OWNER / PROMOTER SHALL DEMAND ADDITIONAL AMOUNT FROM THE ALLOTTEE AS PER THE NEXT MILESTONE OF THE PAYMENT PLAN. ALL THESE MONETARY ADJUSTMENTS SHALL BE MADE AT THE SAME RATE PER SQUARE METER AS AGREED IN CLAUSE 1(A) OF THIS AGREEMENT.

**1(G)** THE ALLOTTEE AUTHORIZES THE OWNER / PROMOTER TO ADJUST/APPROPRIATE ALL PAYMENTS MADE BY HIM/HER UNDER ANY HEAD(S) OF DUES AGAINST LAWFUL OUTSTANDING, IF ANY, IN HIS/HER NAME AS THE OWNER / PROMOTER MAY IN ITS SOLE DISCRETION DEEM FIT AND THE ALLOTTEE UNDERTAKES NOT TO OBJECT/ DEMAND/DIRECT THE OWNER / PROMOTER TO ADJUST HIS PAYMENTS IN ANY MANNER.

**2.1** THE OWNER / PROMOTER HEREBY AGREES TO OBSERVE, PERFORM AND COMPLY WITH ALL THE TERMS, CONDITIONS, STIPULATIONS AND RESTRICTIONS IF ANY, WHICH MAY HAVE BEEN IMPOSED BY THE CONCERNED LOCAL AUTHORITY AT THE TIME OF SANCTIONING THE SAID PLANS OR THEREAFTER AND SHALL, BEFORE HANDING OVER POSSESSION OF THE APARTMENT TO THE ALLOTTEE, OBTAIN FROM THE CONCERNED LOCAL AUTHORITY OCCUPANCY

AND/OR COMPLETION CERTIFICATES IN RESPECT OF THE APARTMENT.

**2.2** TIMELY PAYMENT OF CONSIDERATION IS THE ESSENCE OF THE AGREEMENT. THE ALLOTTEE SHALL MAKE TIMELY PAYMENTS OF THE INSTALMENT AND OTHER DUES PAYABLE BY HIM/HER AND MEETING THE OTHER OBLIGATIONS UNDER THE AGREEMENT.

**3.** THE OWNER / PROMOTER HEREBY DECLARES THAT THE FLOOR SPACE INDEX UTILISED AS ON DATE IN RESPECT OF THE SAID LAND IS 9436.50 SQUARE METERS ONLY AND OWNER / PROMOTER MAY UTILIZE ADDITIONAL FSI WHICH MAY BE AVAILABLE TO THE SAID PROJECT ON MODIFICATION OF UDCPR RULE OR BY AVAILING ADDITIONAL TDR. THE OWNER / PROMOTER HAS DISCLOSED THE FLOOR SPACE INDEX AS PROPOSED TO BE UTILIZED BY HIM ON THE SAID LAND IN THE SAID PROJECT AND THE ALLOTTEE HAS AGREED TO PURCHASE THE SAID APARTMENT BASED ON THE PROPOSED CONSTRUCTION AND SALE OF APARTMENTS TO BE CARRIED OUT BY THE OWNER / PROMOTER BY UTILIZING THE PROPOSED FSI AND ON THE UNDERSTANDING THAT THE DECLARED PROPOSED FSI SHALL BELONG TO OWNER / PROMOTER ONLY.

**4.1** IF THE PROMOTER FAILS TO ABIDE BY THE TIME SCHEDULE FOR COMPLETING THE PROJECT AND HANDING OVER THE APARTMENT TO THE ALLOTTEE, THE PROMOTER AGREES TO PAY TO THE ALLOTTEE, WHO DOES NOT INTEND TO WITHDRAW FROM THE PROJECT, INTEREST AS SPECIFIED IN THE RULE, ON ALL THE AMOUNTS PAID BY THE ALLOTTEE, FOR EVERY MONTH OF DELAY, TILL THE HANDING OVER OF THE POSSESSION, THE ALLOTTEE AGREES TO PAY TO THE PROMOTER, INTEREST AS SPECIFIED IN THE RULE, ON ALL THE DELAYED PAYMENT WHICH BECOME DUE AND PAYABLE BY THE ALLOTTEE TO THE PROMOTER UNDER THE TERMS OF THIS AGREEMENT FROM THE DATE THE SAID AMOUNT IS PAYABLE BY THE ALLOTTEE(S) TO THE PROMOTER.

**4.2** WITHOUT PREJUDICE TO THE RIGHT OF OWNER / PROMOTER TO CHARGE INTEREST IN TERMS OF SUB CLAUSE 4.1 ABOVE, ON THE ALLOTTEE COMMITTING DEFAULT IN PAYMENT ON DUE DATE OF ANY AMOUNT DUE AND PAYABLE BY THE ALLOTTEE TO THE OWNER / PROMOTER UNDER THIS AGREEMENT (INCLUDING HIS/HER PROPORTIONATE SHARE OF TAXES LEVIED BY CONCERNED LOCAL AUTHORITY AND OTHER OUTGOINGS) AND ON THE ALLOTTEE COMMITTING THREE DEFAULTS OF PAYMENT OF INSTALMENTS, THE OWNER / PROMOTER SHALL AT HIS OWN OPTION, MAY TERMINATE THIS AGREEMENT:

PROVIDED THAT, OWNER / PROMOTER SHALL GIVE NOTICE OF FIFTEEN DAYS IN WRITING TO THE ALLOTTEE, BY REGISTERED POST AD AT THE ADDRESS PROVIDED BY THE ALLOTTEE, AND MAIL AT THE E-MAIL ADDRESS PROVIDED BY THE ALLOTTEE OF HIS INTENTION TO TERMINATE THIS AGREEMENT AND OF THE SPECIFIC BREACH OR BREACHES OF TERMS AND CONDITIONS IN RESPECT OF

WHICH IT IS INTENDED TO TERMINATE THE AGREEMENT. IF THE ALLOTTEE FAILS TO RECTIFY THE BREACH OR BREACHES MENTIONED BY THE OWNER / PROMOTER WITHIN THE PERIOD OF NOTICE THEN AT THE END OF SUCH NOTICE PERIOD, THE OWNER / PROMOTER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.

PROVIDED FURTHER THAT UPON TERMINATION OF THIS AGREEMENT AS AFORESAID, THE OWNER / PROMOTER SHALL REFUND TO THE ALLOTTEE (SUBJECT TO ADJUSTMENT AND RECOVERY OF RS. 1,00,000/- TOWARDS LIQUIDATED DAMAGES, STAMP DUTY AND REGISTRATION CHARGES, COST OF EXTRA WORK IF ANY AMOUNT PAID AGAINST VAT, GST, LBT OR ANY OTHER AMOUNT WHICH MAY BE PAYABLE TO THE OWNER / PROMOTER), WITHOUT ANY INTEREST, WITHIN A PERIOD OF 60 DAYS THE INSTALMENTS OF SALE CONSIDERATION OF THE APARTMENT WHICH MAY TILL THEN HAVE BEEN PAID BY THE ALLOTTEE TO THE OWNER / PROMOTER.

5. THE FIXTURES AND FITTINGS WITH REGARD TO THE FLOORING AND SANITARY FITTINGS AND AMENITIES LIKE ONE OR MORE LIFTS WITH PARTICULAR BRAND, OR PRICE RANGE (IF UNBRANDED) TO BE PROVIDED BY THE PROMOTER IN THE SAID BUILDING AND THE APARTMENT.

6. THE PROMOTER SHALL GIVE POSSESSION OF THE APARTMENT TO THE ALLOTTEE ON OR BEFORE **31<sup>ST</sup> DAY OF DECEMBER 2026**. IF THE PROMOTER FAILS OR NEGLECTS TO GIVE POSSESSION OF THE APARTMENT TO THE ALLOTTEE ON ACCOUNT OF REASONS BEYOND HIS CONTROL AND OF HIS AGENTS BY THE AFORESAID DATE THEN THE PROMOTER SHALL BE LIABLE ON DEMAND TO REFUND TO THE ALLOTTEE THE AMOUNTS ALREADY RECEIVED BY HIM IN RESPECT OF THE APARTMENT WITH INTEREST AT THE SAME RATE AS MAY MENTIONED IN THE CLAUSE 4.1 HEREIN ABOVE FROM THE DATE THE PROMOTER HAS RECEIVED THE SUM TILL THE DATE THE AMOUNTS AND INTEREST THEREON IS REPAID.

PROVIDED THAT THE OWNER / PROMOTER SHALL BE ENTITLED TO REASONABLE EXTENSION OF TIME FOR GIVING DELIVERY OF APARTMENT ON THE AFORESAID DATE, IF THE COMPLETION OF BUILDING IN WHICH THE APARTMENT IS TO BE SITUATED IS DELAYED ON ACCOUNT OF -

(I) WAR, CIVIL COMMOTION OR ACT OF GOD;

(II) ANY NOTICE, ORDER, RULE, NOTIFICATION OF THE GOVERNMENT AND/OR OTHER PUBLIC OR COMPETENT AUTHORITY/COURT.

7.1 PROCEDURE FOR TAKING POSSESSION - THE OWNER / PROMOTER UPON OBTAINING THE OCCUPANCY CERTIFICATE FROM THE COMPETENT AUTHORITY AND THE PAYMENT MADE BY THE ALLOTTEE AS PER THE AGREEMENT SHALL OFFER IN WRITING THE POSSESSION OF THE APARTMENT, TO THE ALLOTTEE IN TERMS OF

THIS AGREEMENT TO BE TAKEN WITHIN 30 DAYS FROM THE DATE OF ISSUE OF SUCH NOTICE AND THE OWNER / PROMOTER SHALL GIVE POSSESSION OF THE APARTMENT TO THE ALLOTTEE. THE ALLOTTEE AGREE(S) TO PAY THE MAINTENANCE CHARGES AS DETERMINED BY THE OWNER / PROMOTER OR ASSOCIATION OF THE ALLOTTEE AS THE CASE MAY BE.

**7.2** THE ALLOTTEE SHALL TAKE POSSESSION OF THE APARTMENT WITHIN 30 DAYS OF THE WRITTEN NOTICE FROM THE OWNER / PROMOTER TO THE ALLOTTEE INTIMATING THAT THE SAID APARTMENTS ARE READY FOR USE AND OCCUPANCY:

**7.3** FAILURE OF THE ALLOTTEE TO TAKE POSSESSION OF APARTMENT : UPON RECEIVING A WRITTEN INTIMATION FROM THE OWNER / PROMOTER THE ALLOTTEE SHALL TAKE POSSESSION OF THE APARTMENT AFTER PAYMENT OF BALANCE AMOUNT AND DUES FROM THE OWNER / PROMOTER AND THE OWNER / PROMOTER SHALL GIVE POSSESSION OF THE APARTMENT TO THE ALLOTTEE. IN CASE THE ALLOTTEE FAILS TO TAKE POSSESSION WITHIN THE TIME SPECIFIED IN THE CLAUSE 7.2 THEN THE ALLOTTEE SHALL CONTINUE TO BE LIABLE TO PAY MAINTENANCE CHARGES AS APPLICABLE.

**7.4** IF WITHIN A PERIOD OF FIVE YEARS FROM THE DATE OF HANDING OVER THE APARTMENT TO THE ALLOTTEE, THE ALLOTTEE BRINGS TO THE NOTICE OF THE OWNER / PROMOTER ANY STRUCTURAL DEFECT IN THE APARTMENT OR THE BUILDING IN WHICH THE APARTMENT ARE SITUATED OR ANY DEFECTS ON ACCOUNT OF WORKMANSHIP, QUALITY OR PROVISION OF SERVICE, THEN, WHEREVER POSSIBLE SUCH DEFECTS SHALL BE RECTIFIED BY THE OWNER / PROMOTER AT HIS OWN COST AND IN CASE IT IS NOT POSSIBLE TO RECTIFY SUCH DEFECTS, THEN THE ALLOTTEE SHALL BE ENTITLED TO RECEIVE FROM THE PROMOTER, COMPENSATION FOR SUCH DEFECT IN THE MANNER AS PROVIDED UNDER THE ACT.

**8.** THE ALLOTTEE SHALL USE THE APARTMENT OR ANY PART THEREOF OR PERMIT THE SAME TO BE USED ONLY FOR PURPOSE OF RESIDENCE. HE SHALL USE THE PARKING SPACE ONLY FOR PURPOSE OF KEEPING OR PARKING VEHICLE.

**9.** THE ALLOTTEE ALONG WITH OTHER ALLOTTEES OF APARTMENTS IN THE BUILDING SHALL JOIN IN FORMING AND REGISTERING THE SOCIETY OR DECLARE THE APARTMENT OR A LIMITED COMPANY TO BE KNOWN BY SUCH NAME AS THE OWNER / PROMOTER MAY DECIDE AND FOR THIS PURPOSE ALSO FROM TIME TO TIME SIGN AND EXECUTE THE APPLICATION FOR REGISTRATION AND/OR MEMBERSHIP AND THE OTHER PAPERS AND DOCUMENTS NECESSARY FOR THE FORMATION AND REGISTRATION OF THE SOCIETY OR ASSOCIATION OR LIMITED COMPANY AND FOR BECOMING A MEMBER, INCLUDING THE BYELAWS OF THE PROPOSED SOCIETY AND DULY FILL IN, SIGN AND RETURN TO THE PROMOTER WITHIN SEVEN DAYS OF THE SAME BEING FORWARDED BY THE

OWNER / PROMOTER TO THE ALLOTTEE, SO AS TO ENABLE THE OWNER/PROMOTER TO REGISTER THE COMMON ORGANISATION OF THE 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 OWNER / PROMOTER SHALL, WITHIN THREE MONTHS OF REGISTRATION OF THE SOCIETY 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 OWNER / PROMOTER IN THE SAID STRUCTURE OF THE BUILDING.

**9.2** THE PROMOTER SHALL, WITHIN THREE MONTHS OF REGISTRATION OF THE FEDERATION/APEX BODY OF THE SOCIETIES OR LIMITED COMPANY, AS AFORESAID, CAUSE TO BE TRANSFERRED TO THE FEDERATION/APEX BODY ALL THE RIGHT, TITLE AND THE INTEREST OF THE OWNER/PROMOTER IN THE PROJECT LAND ON WHICH THE BUILDING IS CONSTRUCTED.

**9.3** WITHIN 15 DAYS AFTER NOTICE IN WRITING IS GIVEN BY THE OWNER / PROMOTER TO THE ALLOTTEE THAT THE APARTMENT IS READY FOR USE AND OCCUPANCY, THE ALLOTTEE SHALL BE LIABLE TO BEAR AND PAY THE PROPORTIONATE SHARE (I.E. IN PROPORTION TO THE CARPET AREA OF THE APARTMENT) OF OUTGOINGS IN RESPECT OF THE PROJECT LAND AND BUILDING/S NAMELY LOCAL TAXES, BETTERMENT CHARGES OR SUCH OTHER LEVIES BY THE CONCERNED LOCAL AUTHORITY AND/OR GOVERNMENT WATER CHARGES, INSURANCE, COMMON LIGHTS, REPAIRS AND SALARIES OF CLERKS BILL COLLECTORS, CHOWKIDARS, SWEEPERS AND ALL OTHER EXPENSES NECESSARY AND INCIDENTAL TO THE MANAGEMENT AND MAINTENANCE OF THE SAID LAND AND BUILDING. UNTIL THE SOCIETY OR LIMITED COMPANY IS FORMED AND THE SAID STRUCTURE OF THE BUILDING IS TRANSFERRED TO IT, THE ALLOTTEE SHALL PAY TO THE OWNER / PROMOTER SUCH PROPORTIONATE SHARE OF OUTGOINGS AS MAY BE DETERMINED. THE ALLOTTEE FURTHER AGREES THAT TO PAY TO THE OWNER / PROMOTER PROVISIONAL MONTHLY CONTRIBUTION OF **RS. 2.10 PER SQUARE FEET PER MONTH (CARPET AREA) TOWARDS THE OUTGOINGS), THE SAID MONTHLY COST IS SUBJECT TO CHANGE AS PER DECISION OF THE MEMBERS OF SOCIETY / APARTMENT OR LIMITED COMPANY, AND CONTRIBUTION OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) AS ONE TIME MAINTAINENCE IN THE BUILDING MAINTAINENCE CORPUS FUND.** THE AMOUNTS SO PAID BY THE ALLOTTEE TO THE OWNER / PROMOTER SHALL NOT CARRY ANY INTEREST AND REMAIN WITH THE OWNER / PROMOTER UNTIL A CONVEYANCE OF THE STRUCTURE OF THE BUILDING IS EXECUTED IN FAVOUR OF THE SOCIETY OR AN APARTMENT AS AFORESAID. ON SUCH CONVEYANCE BEING EXECUTED FOR THE STRUCTURE OF THE

BUILDING THE AFORESAID DEPOSITS AFTER DEDUCTING THE EXPENSES INCURRED BY THE OWNER / PROMOTER SHALL BE PAID OVER BY THE OWNER / PROMOTER TO THE SOCIETY OR THE APARTMENT, AS THE CASE MAY BE.

**10.** THE ALLOTTEE SHALL ON OR BEFORE DELIVERY OF POSSESSION OF THE SAID PREMISES KEEP DEPOSITED WITH THE OWNER / PROMOTER, THE FOLLOWING AMOUNTS :-

**(I) AMOUNT FOR PROPORTIONATE SHARE OF TAXES AND OTHER CHARGES/LEVIES IN RESPECT OF THE SOCIETY OR LIMITED COMPANY/FEDERATION/APEX BODY.**

**(II) RS. 2.10 PER SQUARE FEET PER MONTH (CARPET AREA) FOR PROVISIONAL MONTHLY CONTRIBUTION TOWARDS OUTGOINGS OF SOCIETY OR LIMITED COMPANY/FEDERATION/APEX BODY.**

**(III) RS. 1,00,000/- (RUPEES ONE LAKH ONLY) AS ONE TIME MAINTAINENCE IN THE BUILDING MAINTAINENCE CORPUS FUND.**

**11.** THE ALLOTTEE SHALL PAY TO THE OWNER / PROMOTER A SUM OF RS. 5000/-. FOR MEETING ALL LEGAL COSTS, CHARGES AND EXPENSES, INCLUDING PROFESSIONAL COSTS OF THE ATTORNEY-AT-LAW/ADVOCATES OF THE OWNER / PROMOTER IN CONNECTION WITH FORMATION OF THE SAID SOCIETY, OR LIMITED COMPANY, OR APEX BODY OR FEDERATION AND FOR PREPARING ITS RULES, REGULATIONS AND BYE-LAWS AND THE COST OF PREPARING AND ENGROSSING THE CONVEYANCE OR FOR APARTMENT FORMATION.

**12.** REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER :

**THE OWNER / PROMOTER HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE AS FOLLOWS:**

**I.** THE OWNER / PROMOTER HAS CLEAR AND MARKETABLE TITLE WITH RESPECT TO THE SAID LAND; AS DECLARED IN THE TITLE REPORT ANNEXED TO THIS AGREEMENT AND HAS THE REQUISITE RIGHTS TO CARRY OUT DEVELOPMENT UPON THE SAID LAND AND ALSO HAS ACTUAL, PHYSICAL AND LEGAL POSSESSION OF THE SAID LAND FOR THE IMPLEMENTATION OF THE PROJECT;

**II.** THE OWNER / PROMOTER HAS LAWFUL RIGHTS AND REQUISITE APPROVALS FROM THE COMPETENT AUTHORITIES TO CARRY OUT DEVELOPMENT OF THE PROJECT AND SHALL OBTAIN REQUISITE APPROVALS FROM TIME TO TIME TO COMPLETE THE DEVELOPMENT OF THE PROJECT;

**III.** THERE ARE NO ENCUMBRANCES UPON THE SAID LAND.

**IV.** THERE ARE NO LITIGATIONS PENDING BEFORE ANY COURT OF LAW WITH RESPECT TO THE SAID LAND OR PROJECT.

**V.** ALL APPROVALS, LICENSES AND PERMITS ISSUED BY THE COMPETENT AUTHORITIES WITH RESPECT TO THE PROJECT, SAID LAND AND SAID BUILDING IS 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, SAID LAND AND SAID BUILDING SHALL BE OBTAINED BY FOLLOWING DUE PROCESS OF LAW AND THE OWNER / PROMOTER HAS BEEN AND SHALL, AT ALL TIMES, REMAIN TO BE IN COMPLIANCE WITH ALL APPLICABLE LAWS IN RELATION TO THE PROJECT, SAID LAND, BUILDING AND COMMON AREAS.

**VI.** THE OWNER / PROMOTER HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND HAS NOT COMMITTED OR OMITTED TO PERFORM ANY ACT OR THING, WHEREBY THE RIGHT, TITLE AND INTEREST OF THE ALLOTTEE CREATED HEREIN, MAY PREJUDICIALLY BE AFFECTED.

**VII.** THE OWNER / PROMOTER HAS NOT ENTERED INTO ANY AGREEMENT FOR SALE AND/OR DEVELOPMENT AGREEMENT OR ANY OTHER AGREEMENT / ARRANGEMENT WITH ANY PERSON OR PARTY WITH RESPECT TO THE SAID LAND, INCLUDING THE PROJECT AND THE SAID APARTMENT WHICH WILL, IN ANY MANNER, AFFECT THE RIGHTS OF THE ALLOTTEE UNDER THIS AGREEMENT;

**VIII.** THE OWNER / PROMOTER CONFIRMS THAT THE OWNER / PROMOTER IS NOT RESTRICTED IN ANY MANNER WHATSOEVER FROM SELLING THE SAID APARTMENT TO THE ALLOTTEE IN THE MANNER CONTEMPLATED IN THIS AGREEMENT;

**IX.** AT THE TIME OF EXECUTION OF THE CONVEYANCE DEED OF THE STRUCTURE TO THE ASSOCIATION OF THE ALLOTTEE, THE OWNER / PROMOTER SHALL HANDOVER LAWFUL, VACANT, PEACEFUL, PHYSICAL POSSESSION OF THE COMMON AREAS OF THE STRUCTURE TO THE ASSOCIATION OF THE ALLOTTEE;

**X.** THE OWNER / PROMOTER HAS DULY PAID AND SHALL CONTINUE TO PAY AND DISCHARGE UN DISPUTED 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 OWNER / PROMOTER IN

RESPECT OF THE SAID LAND AND/OR THE PROJECT EXCEPT THOSE DISCLOSED IN THE TITLE REPORT.

**13.** THE ALLOTTEE OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE OWNER / PROMOTER AS FOLLOWS :-

**I.** TO MAINTAIN THE APARTMENT AT THE ALLOTTEE'S OWN COST IN GOOD AND TENANTABLE REPAIR AND CONDITION FROM THE DATE THAT OF POSSESSION OF THE APARTMENT IS TAKEN AND SHALL NOT DO OR SUFFER TO BE DONE ANYTHING IN OR TO THE BUILDING IN WHICH THE APARTMENT IS SITUATED WHICH MAY BE AGAINST THE RULES, REGULATIONS OR BYE-LAWS OR CHANGE/ ALTER OR MAKE ADDITION IN OR TO THE BUILDING IN WHICH THE APARTMENT IS SITUATED AND THE APARTMENT ITSELF OR ANY PART THEREOF WITHOUT THE CONSENT OF THE LOCAL AUTHORITIES, IF REQUIRED.

**II.** NOT TO STORE IN THE APARTMENT ANY GOODS WHICH ARE OF HAZARDOUS, COMBUSTIBLE OR DANGEROUS NATURE OR ARE SO HEAVY AS TO DAMAGE THE CONSTRUCTION OR STRUCTURE OF THE BUILDING IN WHICH THE APARTMENT IS SITUATED OR STORING OF WHICH GOODS IS OBJECTED TO BY THE CONCERNED LOCAL OR OTHER AUTHORITY AND SHALL TAKE CARE WHILE CARRYING HEAVY PACKAGES WHICH MAY DAMAGE OR LIKELY TO DAMAGE THE STAIRCASES, COMMON PASSAGES OR ANY OTHER STRUCTURE OF THE BUILDING IN WHICH THE APARTMENT IS SITUATED, INCLUDING ENTRANCES OF THE BUILDING IN WHICH THE APARTMENT IS SITUATED AND IN CASE ANY DAMAGE IS CAUSED TO THE BUILDING IN WHICH THE APARTMENT IS SITUATED OR THE APARTMENT ON ACCOUNT OF NEGLIGENCE OR DEFAULT OF THE ALLOTTEE IN THIS BEHALF, THE ALLOTTEE SHALL BE LIABLE FOR THE CONSEQUENCES OF THE BREACH.

**III.** TO CARRY OUT AT HIS OWN COST ALL INTERNAL REPAIRS TO THE SAID APARTMENT AND MAINTAIN THE APARTMENT IN THE SAME CONDITION, STATE AND ORDER IN WHICH IT WAS DELIVERED BY THE OWNER / PROMOTER TO THE ALLOTTEE AND SHALL NOT DO OR SUFFER TO BE DONE ANYTHING IN OR TO THE BUILDING IN WHICH THE APARTMENT IS SITUATED OR THE APARTMENT WHICH MAY BE CONTRARY TO THE RULES AND REGULATIONS AND BYE-LAWS OF THE CONCERNED LOCAL AUTHORITY OR OTHER PUBLIC AUTHORITY. IN THE EVENT OF THE ALLOTTEE COMMITTING ANY ACT IN CONTRAVENTION OF THE ABOVE PROVISION, THE ALLOTTEE SHALL BE RESPONSIBLE AND LIABLE FOR THE CONSEQUENCES THEREOF TO THE CONCERNED LOCAL AUTHORITY AND/OR OTHER PUBLIC AUTHORITY.

**IV.** NOT TO DEMOLISH OR CAUSE TO BE DEMOLISHED THE APARTMENT OR ANY PART THEREOF, NOR AT ANY TIME MAKE OR CAUSE TO BE MADE ANY ADDITION OR ALTERATION OF WHATEVER



NATURE IN OR TO THE APARTMENT OR ANY PART THEREOF, NOR ANY ALTERATION IN THE ELEVATION AND OUTSIDE COLOUR SCHEME OF THE BUILDING IN WHICH THE APARTMENT IS SITUATED AND SHALL KEEP THE PORTION, SEWERS, DRAINS AND PIPES IN THE APARTMENT AND THE APPURTENANCES THERETO IN GOOD TENANTABLE REPAIR AND CONDITION, AND IN PARTICULAR, SO AS TO SUPPORT SHELTER AND PROTECT THE OTHER PARTS OF THE BUILDING IN WHICH THE APARTMENT IS SITUATED AND SHALL NOT IN ANY OTHER MANNER CAUSE DAMAGE TO COLUMNS, BEAMS, WALLS, SLABS OR RCC, PARDIS OR OTHER STRUCTURAL MEMBERS IN THE APARTMENT WITHOUT THE PRIOR WRITTEN PERMISSION OF THE OWNER / PROMOTER AND/OR THE SOCIETY OR THE LIMITED COMPANY.

**V.** NOT TO DO OR PERMIT TO BE DONE ANY ACT OR THING WHICH MAY RENDER VOID OR VOIDABLE ANY INSURANCE OF THE SAID 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 SAID LAND AND THE BUILDING IN WHICH THE APARTMENT IS SITUATED.

**VII.** PAY TO THE OWNER / PROMOTER WITHIN FIFTEEN DAYS OF DEMAND BY THE OWNER / PROMOTER, HIS SHARE OF SECURITY DEPOSIT DEMANDED BY THE CONCERNED LOCAL AUTHORITY OR GOVERNMENT OR GIVING WATER, ELECTRICITY OR ANY OTHER SERVICE CONNECTION TO THE BUILDING IN WHICH THE APARTMENT IS SITUATED.

**VIII.** TO BEAR AND PAY INCREASE IN LOCAL TAXES, WATER CHARGES, INSURANCE AND SUCH OTHER LEVIES, IF ANY, WHICH ARE IMPOSED BY THE CONCERNED LOCAL AUTHORITY AND/OR GOVERNMENT AND/OR OTHER PUBLIC AUTHORITY, ON ACCOUNT OF CHANGE OF USER OF THE APARTMENT BY THE ALLOTTEE FOR ANY PURPOSES OTHER THAN FOR PURPOSE FOR WHICH IT IS SOLD.

**IX.** THE ALLOTTEE SHALL NOT LET, SUB-LET, TRANSFER, ASSIGN OR PART WITH INTEREST OR BENEFIT FACTOR OF THIS AGREEMENT OR PART WITH THE POSSESSION OF THE APARTMENT UNTIL ALL THE DUES PAYABLE BY THE ALLOTTEE TO THE OWNER / PROMOTER UNDER THIS AGREEMENT ARE FULLY PAID UP.

**X.** THE ALLOTTEE SHALL OBSERVE AND PERFORM ALL THE RULES AND REGULATIONS WHICH THE SOCIETY OR THE LIMITED COMPANY OR APEX BODY OR FEDERATION MAY ADOPT AT ITS INCEPTION AND THE ADDITIONS, ALTERATIONS OR AMENDMENTS THEREOF THAT MAY BE MADE FROM TIME TO TIME FOR PROTECTION AND MAINTENANCE OF THE SAID BUILDING AND THE APARTMENTS THEREIN AND FOR THE OBSERVANCE AND

PERFORMANCE OF THE BUILDING RULES, REGULATIONS AND BYE-LAWS FOR THE TIME BEING OF THE CONCERNED LOCAL AUTHORITY AND OF GOVERNMENT AND OTHER PUBLIC BODIES. THE ALLOTTEE SHALL ALSO OBSERVE AND PERFORM ALL THE STIPULATIONS AND CONDITIONS LAID DOWN BY THE SOCIETY/LIMITED COMPANY/APEX BODY/FEDERATION REGARDING THE OCCUPANCY AND USE OF THE APARTMENT IN THE BUILDING AND SHALL PAY AND CONTRIBUTE REGULARLY AND PUNCTUALLY TOWARDS THE TAXES, EXPENSES OR OTHER OUT-GOINGS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

**XI.** TILL A CONVEYANCE OF THE STRUCTURE OF THE BUILDING IN WHICH APARTMENT IS SITUATED IS EXECUTED IN FAVOUR OF SOCIETY/LIMITED SOCIETY, THE ALLOTTEE SHALL PERMIT THE OWNER / PROMOTER AND THEIR SURVEYORS AND AGENTS, WITH OR WITHOUT WORKMEN AND OTHERS, AT ALL REASONABLE TIMES, TO ENTER INTO AND UPON THE SAID BUILDINGS OR ANY PART THEREOF TO VIEW AND EXAMINE THE STATE AND CONDITION THEREOF.

**14.** THE OWNER / PROMOTER SHALL MAINTAIN A SEPARATE ACCOUNT IN RESPECT OF SUMS RECEIVED BY THE OWNER / PROMOTER FROM THE ALLOTTEE AS ADVANCE OR DEPOSIT, SUMS RECEIVED ON ACCOUNT OF THE SHARE CAPITAL FOR THE PROMOTION OF THE CO-OPERATIVE SOCIETY OR ASSOCIATION OR COMPANY OR TOWARDS THE OUT GOINGS, LEGAL CHARGES AND SHALL UTILIZE THE AMOUNTS ONLY FOR THE PURPOSES FOR WHICH THEY HAVE BEEN RECEIVED.

**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 AND BUILDING OR ANY PART THEREOF. THE ALLOTTEE SHALL HAVE NO CLAIM SAVE AND EXCEPT IN RESPECT OF THE APARTMENT HEREBY AGREED TO BE SOLD TO HIM AND ALL OPEN SPACES, PARKING SPACES, LOBBIES, STAIRCASES, TERRACES RECREATION SPACES, WILL REMAIN THE PROPERTY OF THE OWNER / PROMOTER UNTIL THE SAID STRUCTURE OF THE BUILDING IS TRANSFERRED TO THE SOCIETY/LIMITED COMPANY OR OTHER BODY AND UNTIL THE PROJECT LAND IS TRANSFERRED TO THE APEX BODY /FEDERATION AS HEREINBEFORE MENTIONED.

**16.** THE OWNER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFTER THE OWNER / PROMOTER EXECUTES THIS AGREEMENT, HE SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE APARTMENT AND IF ANY SUCH MORTGAGE OR CHARGE IS MADE OR CREATED THEN NOTWITHSTANDING ANYTHING CONTAINED IN ANY OTHER LAW FOR THE TIME BEING IN FORCE, SUCH MORTGAGE OR CHARGE SHALL NOT AFFECT THE RIGHT AND INTEREST OF THE ALLOTTEE WHO HAS TAKEN OR AGREED TO TAKE SUCH APARTMENT.

**17. BINDING EFFECT :**

FORWARDING THIS AGREEMENT TO THE ALLOTTEE BY THE OWNER / PROMOTER DOES NOT CREATE A BINDING OBLIGATION ON THE PART OF THE OWNER / PROMOTER OR THE ALLOTTEE UNTIL, FIRSTLY, THE ALLOTTEE SIGNS AND DELIVERS THIS AGREEMENT WITH ALL THE SCHEDULES ALONG WITH THE PAYMENTS DUE AS STIPULATED IN THE PAYMENT PLAN WITHIN 30 (THIRTY) DAYS FROM THE DATE OF RECEIPT BY THE ALLOTTEE AND SECONDLY, APPEARS FOR REGISTRATION OF THE SAME BEFORE THE CONCERNED SUB-REGISTRAR AS AND WHEN INTIMATED BY THE OWNER / PROMOTER. IF THE ALLOTTEE FAILS TO EXECUTE AND DELIVER TO THE OWNER / PROMOTER THIS AGREEMENT WITHIN 30 (THIRTY) DAYS FROM THE DATE OF ITS RECEIPT BY THE ALLOTTEE AND/OR APPEAR BEFORE THE SUB-REGISTRAR FOR ITS REGISTRATION AS AND WHEN INTIMATED BY THE OWNER / PROMOTER, THEN THE OWNER / PROMOTER SHALL SERVE A NOTICE TO THE ALLOTTEE FOR RECTIFYING THE DEFAULT, WHICH IF NOT RECTIFIED WITHIN 15 (FIFTEEN) DAYS FROM THE DATE OF ITS RECEIPT BY THE ALLOTTEE, TRANSACTION WITH THE ALLOTTEE SHALL BE TREATED AS CANCELLED AND ALL SUMS DEPOSITED BY THE ALLOTTEE IN CONNECTION THEREWITH INCLUDING THE BOOKING AMOUNT SHALL BE RETURNED TO THE ALLOTTEE WITHOUT ANY INTEREST OR COMPENSATION WHATSOEVER.

**18. ENTIRE AGREEMENT :**

THIS AGREEMENT, ALONG WITH ITS SCHEDULES AND ANNEXURES, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY AND ALL UNDERSTANDINGS, ANY OTHER AGREEMENTS, ALLOTMENT LETTER, CORRESPONDENCES, ARRANGEMENTS WHETHER WRITTEN OR ORAL, IF ANY, BETWEEN THE PARTIES IN REGARD TO THE SAID APARTMENT/PLOT/BUILDING, AS THE CASE MAY BE.

**19. RIGHT TO AMEND :**

THIS AGREEMENT MAY ONLY BE AMENDED THROUGH WRITTEN CONSENT OF THE PARTIES.

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE 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 ALLOTTEE OF THE

APARTMENT, IN CASE OF A TRANSFER, AS THE SAID OBLIGATIONS GO ALONG WITH THE APARTMENT FOR ALL INTENTS AND PURPOSES.

**21. SEVERABILITY :**

IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE UNDER THE ACT OR THE RULES AND REGULATIONS MADE THEREUNDER OR UNDER OTHER APPLICABLE LAWS, SUCH PROVISIONS OF THE AGREEMENT SHALL BE DEEMED AMENDED OR DELETED IN SO FAR AS REASONABLY INCONSISTENT WITH THE PURPOSE OF THIS AGREEMENT AND TO THE EXTENT NECESSARY TO CONFORM TO ACT OR THE RULES AND REGULATIONS MADE THEREUNDER OR THE APPLICABLE LAW, AS THE CASE MAY BE, AND THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE AS APPLICABLE AT THE TIME OF EXECUTION OF THIS AGREEMENT.

**22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

WHEREVER IN THIS AGREEMENT IT IS STIPULATED THAT THE ALLOTTEE HAS TO MAKE ANY PAYMENT, IN COMMON WITH OTHER ALLOTTEE IN THE BUILDING THE SAME SHALL BE IN PROPORTION TO THE CARPET AREA OF THE APARTMENT TO THE TOTAL CARPET AREA OF ALL THE APARTMENTS IN THE SAID BUILDING, EXCEPT FOR ONE TIME MAINTAINENCE OF RS. 1,00,000/- (CORPUS FUND) IS SAME FOR ALL THE UNITS.

**23. 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.

**24. PLACE OF EXECUTION :**

THE EXECUTION OF THIS AGREEMENT SHALL BE COMPLETE ONLY UPON ITS EXECUTION BY THE OWNER / PROMOTER THROUGH ITS AUTHORIZED SIGNATORY AT THE OWNER / PROMOTER'S OFFICE, OR AT SOME OTHER PLACE, WHICH MAY BE MUTUALLY AGREED BETWEEN THE OWNER / PROMOTER AND THE ALLOTTEE, IN AFTER THE AGREEMENT IS DULY EXECUTED BY THE ALLOTTEE AND THE OWNER / PROMOTER OR SIMULTANEOUSLY WITH THE EXECUTION THE SAID AGREEMENT SHALL BE REGISTERED AT THE OFFICE OF THE SUB-REGISTRAR, NASHIK.

**25.** THAT ALL NOTICES TO BE SERVED ON THE ALLOTTEE AND THE OWNER / PROMOTER AS CONTEMPLATED BY THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF SENT TO THE ALLOTTEE OR THE OWNER / PROMOTER BY REGISTERED POST A. D AND NOTIFIED EMAIL ID AT THEIR RESPECTIVE ADDRESSES SPECIFIED BELOW:

**OWNER / PROMOTER :-**

**SUVIK BUILDCON LLP,**

301, PRASANNA ARCADE, TRIMBAK NAKA,  
OLD MUMBAI AGRA ROAD, NASHIK - 422 002.

NOTIFIED EMAIL ID : [SUVIKBUILDCON@GMAIL.COM](mailto:SUVIKBUILDCON@GMAIL.COM)

**ALLOTTEE / PURCHASER'S :-**

**1. MR. KUNAL WAMANRAO SURYAWANSHI,**

R/O. PLOT NO. 180, LAXMI-NARAYAN COLONY,  
SAKRI ROAD, DHULE - 424 001.

**NOTIFIED EMAIL ID -**

**2. MRS. PRATIKSHA KUNAL SURYAWANSHI,**

R/O. PLOT NO. 8, PARIJAT COLONY,  
SAKRI ROAD, DHULE - 424 001.

**NOTIFIED EMAIL ID -**

IT SHALL BE THE DUTY OF THE ALLOTTEE AND THE OWNER / PROMOTER TO INFORM EACH OTHER OF ANY CHANGE IN ADDRESS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT IN THE ABOVE ADDRESS BY REGISTERED POST FAILING WHICH ALL COMMUNICATIONS AND LETTERS POSTED AT THE ABOVE ADDRESS SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE OWNER / PROMOTER OR THE ALLOTTEE AS THE CASE MAY BE.

**26. JOINT ALLOTTEES :**

THAT IN CASE THERE ARE JOINT ALLOTTEES ALL COMMUNICATIONS SHALL BE SENT BY THE OWNER / PROMOTER TO THE ALLOTTEE WHOSE NAME APPEARS FIRST AND AT THE ADDRESS GIVEN BY HIM/HER WHICH SHALL FOR ALL INTENTS AND PURPOSES TO CONSIDER AS PROPERLY SERVED ON ALL THE ALLOTTEE.

**27. STAMP DUTY AND REGISTRATION :-** THE CHARGES TOWARDS STAMP DUTY AND REGISTRATION OF THIS AGREEMENT IS BORNE BY THE OWNER / PROMOTER.

**28. DISPUTE RESOLUTION :-** ANY DISPUTE BETWEEN PARTIES SHALL BE SETTLED AMICABLY. IN CASE OF FAILURE TO SETTLED THE DISPUTE AMICABLY, WHICH SHALL BE REFERRED TO THE AUTHORITY AS PER THE PROVISIONS OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, RULES AND REGULATIONS, THEREUNDER.

**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 NASHIK COURTS WILL HAVE THE JURISDICTION FOR THIS AGREEMENT.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT NASHIK IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

**FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT PIECE AND PARCEL OF THE NON-AGRICULTURAL LAND BEARING **VILLAGE NASHIK SURVEY NO. 807/2B/1B** OF AREA ADMEASURING **0 H. 33.00 R, I.E. 3300.00 SQUARE METERS** OUT OF WHICH AN AREA ADMEASURING OF 830.30 SQ. MTRS IS RESERVED FOR ROAD WIDENING, HENCE TOTAL PLOT AREA ADMEASURING **24.69.70 ARE I. E. 2469.70 SQUARE METERS** FROM AND OUT OF SITUATED AT VILLAGE NASHIK, TALUKA AND DISTRICT NASHIK WITHIN THE LIMITS OF NASHIK MUNICIPAL CORPORATION AND WHICH BOUNDED AS FOLLOWS :-

**ON OR TOWARDS:-**

**EAST:-** BY 18.00 MTRS D.P. ROAD AND REMAINING AREA OF THE SAID PROPERTY.

**WEST:-** BY SURVEY NO. 807/2B/1A.

**SOUTH:-** BY SURVEY NO. 807/2B/2.

**NORTH:-** BY SURVEY NO. 807/1.

**SECOND SCHEDULE ABOVE REFERRED TO THE SAID FLAT**

ALL THAT PIECE AND PARCEL OF FLAT BEARING **NO. 603**, HAVING **CARPET AREA 63.08 SQ.MTRS I. E. 678.74 SQ.FT**, ON **06<sup>TH</sup> FLOOR**, ALONG WITH OPEN BALCONY **AREA 09.01 SQ.MTRS**, IN THE BUILDING CONSTRUCTED ON THE SAID SURVEY NO, AS MENTIONED IN SCHEDULE-I, NAMELY “**SUVIK ASPIRE**” AND WHICH IS BOUNDED AS UNDER -

**ON OR TOWARDS -**

**EAST :**

**WEST :**

**SOUTH :**

**NORTH :**

**THIRD SCHEDULE ABOVE REFERRED TO AMENITIES**

1. EARTHQUAKE RESISITANT R.C.C. FRAME STRUCTURE.
2. EXTERNAT WALLS 6” THICK AND INTERNAL WALLS 4” THICK.
3. INTERNAL PLASTER WITH NEERU FINISH & OUTER DOUBLE COAT SAND FINISHED EXTERNAL PLASTER.
4. 2’x 2’ VITRIFIED FLOORING FOR ALL ROOMS.
5. POWDER COATED 3 TRACK ALUMINIUM SLIDING WINDOW WITHM.S. SAFETY GRILLS.
6. EXTERNAL PVC OPEN PLUMBING AND INTERNAL CONCEALED PVC PLUMBING, MIXER AND SHOWER ARRANGEMENT IN BATH.
7. KITCHEN PLATFORM WITH GRANITE TOP, STAINLESS STEEL SINK & CERAMIC TILE DADO UP TO LINTEL LEVEL.
8. EXTERNAL CEMENT PAINT AND INTERNAL ODB PAINT.
9. LIFT.

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE / PURCHASER’S.**

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**1. MR. KUNAL WAMANRAO SURYAWANSHI**

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**2. MRS. PRATIKA KUNAL SURYAWANSHI**

**SIGNED AND DELIVERED BY THE WITHIN NAMED  
OWNER/PROMOTER M/S. SUVIK BUILDCON LLP THROUGH  
PARTNER**

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**1. MR. GANGADHAR KARBHARI JADHAV**

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**2. MR. SUMIT ISHWAR CHAUDHARI**

**WITNESSES :-**

**1.**

**2.**