

104/2334
Monday, March 04, 2024
11:06 AM

पावती

Original/Duplicate
नोंदणी क्र.: 39म
Regn.: 39M


पावती क्र.: 3539 दिनांक: 04/03/2024

गावाचे नाव: नाशिक शहर - ५
दस्तऐवजाचा अनुक्रमांक: नसन1-2334-2024
दस्तऐवजाचा प्रकार: विक्री करारनामा
मादर करणाऱ्याचे नाव: आरती रुपेश लोढा

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 1240.00
पृष्ठांची संख्या: 62

एकूण: रु. 31240.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
11:26 AM ह्या वेळेस मिळेल.


Sub Registrar, Nashik-1
सह. दुय्यम निबंधक वर्ग-२

बाजार मूल्य: रु.6055500 /-
मोबदला रु.7500000/-
भरलेले मुद्रांक शुल्क : रु. 450000/-

नाशिक-१.

- 1) देयकाचा प्रकार: DHC रकम: रु.1240/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324019105368 दिनांक: 04/03/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016556547202324E दिनांक: 04/03/2024
बँकेचे नाव व पत्ता:



मुळ दस्त परत मिळाला
दि. 4 MAR 2024

शेक पोट
मी मर्व्हें
1.00पेमे या
ग मधील
5.68 चौ.मी.(


मार
पोमायटी,

तीचे नाव:
2001 पंन

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



नोंदणी नंतरची प्रथम
सुची क्र.11 प्रत
अरसल बरहुकुम नवकल


सह. दुय्यम निबंधक वर्ग-२
नाशिक-१.

04/03/2024

सूची क्र.2

दृष्यम निबंधक : दु.नि. नाशिक 1

दम्न क्रमांक : 2334/2024

नोंदणी :

Regn:63m

गावाचे नाव : नाशिक शहर - ५

(1)बिलेखाचा प्रकार	विक्री करारनामा
(2)मोबदला	7500000
(3) बाजारभाव(भाडेपट्टयाच्या वाढितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	6055500
(4) भू-मापन,पोटडिस्मा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील नाशिक शहर-5 येथील मिळकत यांसी मर्हे नं.772/1/1/3/772/1व/28 यांसी प्लॉट नं.15 यांसी क्षेत्र 4425.00 चौ.मी. यांसी आकार रु.2921.00पैमे या मिळकतीवर मंजुर इमारत नकाशाप्रमाणे बांधण्यात येत असलेल्या अर्बेनिया या प्रकल्पातील वी-विंग मधील महाव्या मजल्यावरील सदनिका नं.602 यांसी चटई क्षेत्र 120.73 चौ.मी. आणि वाल्कनीचे क्षेत्र 25.68 चौ.मी.((Survey Number : 772/1/1/3/772/1व/28/प्लॉट नं.15 ;))
(5) क्षेत्रफळ	1) 0.0 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/निहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता.	1): नाव:-अॅव्हेंयूज फॉर्च्युन एलएलपी तर्फे भागीदार योगेश सुरेश वेदमुथा आणि माणिक अनिलकुमार करवा करीता विशेष सुखव्यार सौरभ माधव राजधर वय:-22; पत्ता:-प्लॉट नं: 32, माळा नं: मुमनी मोमायटी , इमारतीचे नाव: शरणपूर रोड , ब्लॉक नं: नाशिक, रोड नं: ता.जि.नाशिक , महाराष्ट्र, गाम्:ईक्र. पिन कोड:-422005 पॅन नं:-ABSFA7408H
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता	1): नाव:-आरती रुपेश लोढा वय:-45; पत्ता:-प्लॉट नं: फ्लॅट नं.ए-5 , माळा नं: कर्मा ड्राईट्म , इमारतीचे नाव: चिंतामणी प्लाझा जवळ , ब्लॉक नं: तपोवन लिंक रोड , रोड नं: नाशिक , महाराष्ट्र, . पिन कोड:-422001 पॅन नं:-ACOPL3192J
(9) दस्तऐवज करून दिल्याचा दिनांक	04/03/2024
(10)दस्त नोंदणी केल्याचा दिनांक	04/03/2024
(11)अनुक्रमांक,खंड व पृष्ठ	2334/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	450000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारान घेतलेला तपशील:-

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



नोंदणी जंतरची प्रथम
सूची क्र. II प्रत
अस्सल बरहुकुम नवकल
सह. सुधाम निबंधक वर्ग-२
नाशिक-१.



CHALLAN
MTR Form Number-6



GRN	MH016556547202324E	BARCODE			Date	01/03/2024-14:02:40	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1			PAN No.(If Applicable)	ABSF47408H			
Location	NASHIK			Full Name	AVENUES FORTUNE LLP			
Year	2023-2024 One Time			Flat/Block No.	NASHIK CITY 5 S.NO.772/ 1/ 1/ 3/ 772/ 1B/ 2B/			
Account Head Details			Amount In Rs.	Premises/Building	PLOT/ 15 URBANIA BUILDING			
0030046401	Stamp Duty		450000.00	Road/Street	B WING 6TH FLOOR FLAT NO.602 AREA AS PER DOCUMENT			
0030063301	Registration Fee		30000.00	Area/Locality	NASHIK			
				Town/City/District				
				PIN	4	2	2	0 0 1
				Remarks (If Any)	PAN2=ACOP3192J-SecondPartyName=ARATI RUPESH LODHA-			
				Amount In	Four Lakh Eighty Thousand Rupees Only			
Total			4,80,000.00	Words				
Payment Details	INDIAN BANK			FOR USE IN RECEIVING BANK				
	Cheque-DD Details			Bank CIN	Ref. No.	02608672024030178064	5542715496	
Cheque/DD No.				Bank Date	RBI Date	01/03/2024-14:03:59	Not Verified with RBI	
Name of Bank				Bank-Branch	INDIAN BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

नसन-१
दस्त क्र. (2538/2024)
१ - ६१



Department ID : Mobile No. : 8308677707
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	0324019105368
Date	01/03/2024
Received from SELF, Mobile number 0000000000, an amount of Rs.1240/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Nashik 1 of the District Nashik.	
Page 1/1	
Print Date 01-03-2024 02:04:03	
Payment Details	
Bank Name	IDIB
Date	01/03/2024
Bank CIN	10004152024030105095
REF No.	5542265656
This is computer generated receipt, hence no signature is required.	

-1-

नसम-१

दस्ता क्र. (2338/1024)

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Ready Reckner Chart No.1.3.5
Rate For Flat Rs.40,000/- Per Sq.Mtrs.
Carpet Area of Flat 120.73 Sq. Mtrs
Balcony Area 25.68 Sq. Mtrs
Government Valuation Rs.60,55,500/-
Consideration Amount Rs.75,00,000/-
Stamp Duty Rs.4,50,000/-
Registration Fees Rs.30,000/-

AGREEMENT OF SALE

This Agreement of Sale is made & executed at Nashik on 04th this day of March 2024.

B E T W E E N

AVENUE'S FORTUNE LLP, A Partnership firm,

(PAN - ABSFA7408H)

Office at : 32, Sumti Society, Sharanpur Road,
Nashik, Tal. & Dist. Nashik - 422005.

Through its Partners

1] **MR. YOGESH SURESH BEDMUTHA**

Age : 42 years, Occ. : Business,

(PAN - AHHPB 7966 J)

(UID - 3535 0945 4072)

2] **MR. MANIK ANILKUMAR KARWA**

Age : 38 years, Occ. : Business,

(PAN - ALIPK 0937 D)

(UID - 9428 7503 9600)

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

A N D

MRS. ARATI RUPESH LODHA

Age : 45 years, Occ. : Business,

(PAN - ACOPL3192J)

(UID - 6671 1623 7257)

Add. Flat No.A-5, Karma Heights, Behind Chintamani Plaza,
Tapovan Link Road, Nashik - 422001.

Hereinafter referred to as the "PURCHASER/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and

Signature

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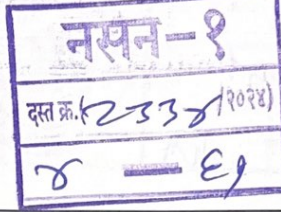
include his/her/their heirs, executors, administrators, assigns, etc.) of the
SECOND PART.

List of Schedules and Annexure

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1	A	Property 7/12 Extract	1	A	Said Land / Plot
2	B	Non Agriculture Tax Assessment	2	B	Said Apartment
3	C	Commencement Certificate	3	C	Internal Specifications of Apartment
4	D	Sanction Building Plan	4	D	Payment Schedule
5	E	Sanction Floor Plan & Typical Floor Plan	5	E	Restricted Area

1) **AND WHEREAS** the Plot No.15 out of S.No.772/1B/28 duly converted to Non Agri. use u/s. 42B of the M.L.R.Code under Order of Collector, Nashik under No. Msha/ Kaksh-3/ Bi.She.Pa.Kra. 4/ 455/ 2000 dt.20/04/2002 and area admeasuring 4050 Sq. Mtrs. out of S.No.772/1/1/3 is duly converted to Non Agri. use u/s. 42B of the M.L.R.Code under Order of Collector, Nashik under No. Msha/ 3/ 2/ Ru. Ka. Aa./ S R/124/2020 Dt.16/06/2020. And accordingly the N.A. Conversion Charges and N.A. Assessment have been paid in respect thereof. Letters are annexed herewith as "**Annexure - B**"

2.1] **AND WHEREAS** the VENDOR / PROMOTER have purchased an area admeasuring 2050 Sq. Mtrs. out of S.No.772/1/1/3 from Mohan Baburao Sadavarte by a sale deed (NSN5-8356-2020) which is duly registered at the office of Sub Registrar, Nashik on 22/10/2020 and the same is recorded in the revenue record vide mutation entry no.502287 and area admeasuring 2000 Sq. Mtrs. out of S.No.772/1/1/3 from Santosh Pandurang Sadavarte and Sunita Santosh Sadavarte by a sale deed (NSN6-1554-2021) which is duly registered at the office of Sub Registrar, Nashik on 10/02/2021 and the same is recorded in the revenue record vide mutation entry no.502559. And S.No.772/1B/28, Plot No.15 from Naresh Subhash Anand and Anju Naresh Anand by a sale deed (NSN4-7885-2020) which is duly registered at the office of Sub Registrar, Nashik on 22/10/2020 and the same is recorded in the



revenue record vide mutation entry no.502486 and by virtue of the said documents.

2.2] **AND WHEREAS** the VENDOR / PROMOTER purchased TDR of 3239.46 Sq. Mtrs. from Mahesh Arun Savant by Sale Deed which is duly registered at the office of Sub Registrar, Nashik-5 at Sr. No.8248/2021 on 20/08/2021 the VENDOR / PROMOTER has amalgamated area admeasuring 375 Sq. Mtrs. Out of Plot No.15 out of S.No.772/1B/28 and area admeasuring 4050 Sq. Mtrs. out of S.No.772/1/1/3 prepared a building plan by using the said TDR which is duly approved by the Nashik Municipal Corporation under Commencement Certificate No.LND/ BP/CD/ 228 Dated 09/09/2021 and the VENDOR / PROMOTER has commenced the construction of the building, hereinafter referred to as the SAID BUILDING.

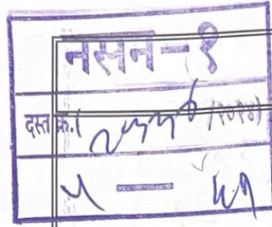
2.3] **AND WHEREAS** further it appears as per M.E.No.503187 dt.31/10/2021 that, as per order of Competent Authority bearing no.LND/ BP/ CD/ 228/ 2021 dt.09/09/2021 about consolidation and land bearing area admeasuring 375 Sq. Mtrs. Out of Plot No.15 out of S.No.772/1B/28 and area admeasuring 4050 Sq. Mtrs. out of S.No.772/1/1/3. New S.No. was given as S.No.772/1/1/3/772/1B/28 Plot No.15 admeasuring area 4425 Sq.Mtrs assessed at Rs.2,921/- and account no.42444 in respect of AVENUE'S FORTUNE LLP, A Partnership firm.

2.4] **AND WHEREAS** by virtue of above mentioned Sale Deed the VENDOR / PROMOTER has accrued the title of absolute ownership to the said property and well seized and possessed of the said project land / said property along with the necessary legal rights to develop the said land.

AND WHEREAS the said property is free from all or any encumbrances and the title of the VENDOR / PROMOTER is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property.

AND WHEREAS the VENDOR / PROMOTER is entitled to construct buildings on the project land /said property in accordance with the recitals hereinabove;

The VENDOR / PROMOTER has absolute right to develop said property by constructing a building thereon and enter into agreement of sale of the tenements to the prospective purchaser at the price and the terms and conditions as the VENDOR / PROMOTER may deem fit and proper and appropriate the sale proceeds thereof.



3) **AND WHEREAS** the VENDOR / PROMOTER has decided to develop the said property by constructing an ownership building in the name of "URBANIA" which consists of residential units.

Address :- S.No.772/1/1/3/772/1B/28 Plot No.15 admeasuring area 4425 Sq.Mtrs situated at Nashik, Tal & Dist.Nashik.

3.1] **AND WHEREAS** the authenticated copies of Certificate of Title issued by the Advocate of the VENDOR / PROMOTER, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the VENDOR / PROMOTER to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

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

3.3] **AND WHEREAS** the VENDOR / 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 the vendor has appointed.

3.4] **AND WHEREAS** the VENDOR / PROMOTER has appointed a structural Engineer EPICONS CONSULTANT PVT LTD for the preparation of the structural design and drawings of the buildings, the VENDOR / PROMOTER shall accept the professional supervision of the Architect and the structural Engineer till the completion of the building.

3.5] **AND WHEREAS** base on the commencement certificate mentioned in above building are currently sanctioned Wing-A & Wing-B residential building on the project land consisting on Ground Floor and Podium Floor as parking and First to Eighteenth Floors are Residential Floors and Nineteenth Floor is for Recreational Purposes as per approved building plan. Herein referred as "**residential building**".

3.6] **AND WHEREAS** the VENDOR / PROMOTER has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property premium FSI and the TDR, the VENDOR / PROMOTER intends to take

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all the benefits as may be made available on the said property for additional construction in view of the new rules applicable and as such the VENDOR / PROMOTER shall be entitled to revise and amend the building plan and in such case additional construction and floors as may be sanctioned by Nashik Municipal Corporation and as such all the benefits of the said additional floors or construction shall be made available on the said property to the VENDOR / PROMOTER and the VENDOR / PROMOTER shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose of the same and the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the VENDOR / PROMOTER shall take prior consent from the purchaser / allottees for amendment of the building plan if the area, location and size of the apartment of the purchaser/allottees is adversely affected.

- 3.7] **AND WHEREAS** The promoters hereby declare that as per existing D.C. Rules, the total F.S.I & Non F.S.I. area proposed in the project is as per sanctioned plan.
- 3.8] **AND WHEREAS** the VENDOR / PROMOTER has registered the Project under the provisions of Real Estate (Regulation & Redevelopment) Act 2016 under Registration Certificate No.P51600031451 Dt.23/10/2021 with the Real Estate Regulatory Authority.
- 3.9] **AND WHEREAS** the Promoter has commenced the construction of the project and the expected date for completion of Building "URBANIA" is Dt.31/12/2025. All Amenities / Utilities / Services under the Project which more particularly described in Schedule.
- 4) **DEFINITION OF CARPET AREA BALCONY AREA, TERRACE AREA AND COMMON AREAS :- AND WHEREAS** for the purpose of this agreement following areas are defined
- 4.1] **Carpet Area** : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B.
- 4.2] **Balcony Area** : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned

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building plans by the local authority. Balcony area is shown separately in Schedule B.

4.3] **Common Area** : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. this common area.

5) **INTEREST SHOWN BY THE PURCHASER /ALLOTTEE :-**

5.1] **AND WHEREAS** the purchaser/allottee was in search of the residential premises and that is when he /she came to know about the said project of the VENDOR / PROMOTER has disclosed entire information alongwith all sanction document to the complete satisfaction of the purchaser/Allottee and thereafter the purchaser/Allottee has conveyed his readiness and willingness to purchaser the Apartment bearing Flat No.602 on 6th Floor from Wing No.B in residential building in the project known as "URBANIA" which is more particular described in the Schedule - B and location of which is shown on authenticated copy sanction floor plan.

5.2] **AND WHEREAS** the Allottee has applied to the VENDOR / PROMOTER for allotment of Apartment bearing Flat No.602 on 6th Floor from Wing No.B in "URBANIA"

5.3] **AND WHEREAS** on demand from the allottee, the VENDOR / PROMOTER has given inspection to the allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the VENDOR /PROMOTER Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

5.4] **AND WHEREAS** the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities to be provided in the said building and common facilities as detailed by the VENDOR / PROMOTER and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the VENDOR / PROMOTER.

5.5] **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;

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AND WHEREAS prior to the execution of these presents the Allottee has paid to the VENDOR / PROMOTER a sum of **Rs.25,00,000/- + TDS Amount Rs.75,000/- Total Rs.25,75,000/- (In word Rupees Twenty Five Lakh Seventy Five Thousand only)** being part payment of the sale consideration of the Apartment agreed to be sold by the VENDOR / PROMOTER to the allottee as advance payment and receipt whereof the VENDOR / PROMOTER hereby admit and acknowledge and the allottee has agreed to pay to the VENDOR / PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

- 5.6] **AND WHEREAS** under section 13 of the Real Estate (Regulation & Development Act) the VENDOR / PROMOTER is required to execute a written Agreement for sale of said Apartment with the allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. Notwithstanding anything stated in any other document / allotment letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.
- 5.7] **AND WHEREAS** This Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR / PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as described herein after.
- 6.1] **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 VENDOR / PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- 6.2] **AND WHEREAS** the carpet area of the said Apartment is 120.73 Sq. Mtrs and usable area of Balcony 25.68 Sq. Mtrs. and "carpet area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts,

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exclusive balcony appurtenant to the said Apartment for exclusive use of the allottee and exclusive open terrace area appurtenant to the said Apartment if any for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment.

- 6.3] The Promoter hereby assures to obtain all N.O.C.s from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/ N.O.C.s for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

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

1. As per the interest shown by the Allottee in above mentioned clause, the Promoter has agreed to sell an Apartment bearing Flat No.602 on 6th Floor from Wing No.B in Building "URBANIA" more particularly described in Schedule-B subject to the consideration amount and payment schedule as detailed in Schedule-D.
2. The VENDOR / PROMOTER shall construct the residential project "URBANIA" having two wings i.e. A wing & B wing building consisting of Ground Floor and Podium Floor as parking and First to Eighteenth Floors are Residential Floors and Nineteenth Floor is for Recreational Purposes as per approved building plan on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present and as may be made available by the Nashik Municipal Corporation by using and utilizing additional FSI as may be made available by local authority. Provided that the VENDOR / PROMOTER shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.
3. **CONSIDERATION, PRICE OF THE SAID APARTMENT :-**
 - 3.1 The Allottee hereby agrees to purchase from the VENDOR / PROMOTER and the VENDOR / PROMOTER hereby agrees to sell to the Allottee Apartment bearing Flat No.602 on 6th Floor from Wing No.B in the building known as "URBANIA" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.75,00,000/- (Rupees Seventy Five Lakh only)** including being the proportionate price of the common areas and

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facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

3.2 That the purchaser has paid the amount as on date as detailed below :

Amount	Particulars
25,00,000/-	Rupees Twenty Five Lakh only paid by the purchaser by way of RTGS No.BARBR52024022200771455 dt.22/02/2024 on Bank of Baroda, Nashik Branch which the vendor / owner hereby admits and acknowledges to have been received.
75,000/-	Purchaser has deposited towards TDS Seventy Five Thousand only on 22/02/2024 which the vendor owner hereby admits & acknowledges to have received the same.

The purchaser have paid **Rs.25,75,000/- (In word Rupees Twenty Five Lakh Seventy Five Thousand only)** on or before execution of this Agreement as Payment towards part of the Sale Price of the said Flat and thereafter, the receipt of which is hereby acknowledge by the Vendor and the Buyers hereby agree to pay the balance Sale Price of the Flat and all other charges as described in the schedule of payments in Schedule-D attached with this Agreement within the time and in the manner specified herein.

3.3 The allottee hereby agrees and accepts that the Consideration amount includes expenses for stamp duty, registration fees and excludes Goods & Service Tax (G.S.T.) or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. All outgoings pertaining to this shall be paid by allottee separately. It is also agreed between the parties hereto that, the allottee herein shall bear and pay the amount of GST as applicable on every installment of payment of consideration. If at any time, after execution of this agreement, the increase in GST under respective statue by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/ rule/ regulation notification order/ either by the Central or State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said apartment or this agreement or the transaction herein, shall exclusively be paid/ borne by the allottee.

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3.4 The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The VENDOR / PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR / PROMOTER shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

3.5 The VENDOR / PROMOTER shall confirm the final RERA carpet area and balcony / terrace area before giving possession of the flat that has been allotted to the allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR / PROMOTER. If there is any reduction in the carpet area within the defined limit then VENDOR / PROMOTER shall refund the excess money paid by allottee before giving the possession to the purchaser. If there is any increase in the carpet area allotted to allottee, the VENDOR / PROMOTER shall demand additional amount from the allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

4. **MODE OF PAYMENT :-** Subject to the terms of the agreement and the VENDOR / PROMOTER abiding by the construction milestones, the allottee shall make all payments, on demand by the VENDOR / PROMOTER, within the stipulated time as mentioned in the payment plan through A/c payee cheque/ demand draft or online payment (as applicable) in favour of AVENUE'S FORTUNE LLP payable at Nashik in Account No.10079039227 with IDFC First Bank Ltd. Gangapur Road, Nashik Branch IFSC Code IDFB0042283 the buyers agrees that the vendor is not required to send any notice or demand for payment for the schedule payments.

5. **ADJUSTMENT/ APPROPRIATION OF PAYMENT :-** The allottee authorizes the VENDOR / PROMOTER to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful

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outstanding, if any, in his / her name as the VENDOR / PROMOTER may in its sole discretion deem fit and the allottee undertakes not to object / demand / direct the VENDOR / PROMOTER to adjust his payments in any manner.

6. **INTEREST ON UNPAID DUE AMOUNT :-** Without prejudice to the right of the VENDOR / PROMOTER to take action for breach arising out of delay in payment of the installments on the due dates, the allottee shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the allottee to the VENDOR / PROMOTER till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest expenses thereof shall not itself be considered as waiver of the right of the VENDOR / PROMOTER under this agreement, nor shall it be construed as condonation of delay by the VENDOR / PROMOTER. The amount of interest may be informed to the allottee from time to time or on completion of the said project / apartment, and the allottee has agreed to pay the same as and when demanded before the possession of the said apartment.
7. **The above amount of consideration does not include the following expenses which the allottee shall on or before delivery of possession of the said premises keep deposited with the VENDOR / PROMOTER, the following amounts :-** The purchaser shall deposit an amount of Rs.3,19,200/- towards the one time maintenance of the building and on receipt of such amount of maintenance from all the flat owners, the vendor shall deposit the said amount in bank in the name of the association of apartment owners to be formed and the interest thereon shall be utilized towards the maintenance. Apart from the said amount of interest accrued on the deposit of the permanent maintenance amount all the premises holders in the building shall contribute monthly maintenance for maintaining the building. The interest accrued on the permanent maintenance deposits and the monthly contribution shall be used and utilized for the expenses of housekeeping, cleanliness, AMC of Lift, Battery backup, Generator, Water pumps, etc. the security charges, gardening charges, common electricity bills, N.A. charges, Administrative expenses, salaries of the Staff and all the expenses relating to the apartments. So also the purchaser shall deposit Add-hoc maintenance charges to be billed for eighteen months @ Rs.76,608/- along with taxes as applicable.

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8. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY :-

- A] Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises of the promoters and has paid the necessary maintenance amount / deposit, payable under this agreement to the promoters.
- B] Howsoever for the purpose of defect liability towards the promoters, the date shall be calculated from the date of handing over the possession to the allottee or from the date of occupancy certificate whichever is earlier to the purchasers of fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase / wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchaser expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.
- C] The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allote shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan")

9. SPECIFICATIONS AND AMENITIES :- The specifications and amenities of the apartment to be provided by the VENDOR / PROMOTER in the said apartment are those that are set out in Schedule hereto. Common amenities for the project on the said land are stated in the schedule annexed hereto. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing, etc. shall not be allowed during construction as well as anytime thereafter.

10. TIME IS THE ESSENCE :- Time is the essence with respect to the Buyers' responsibility to discharge all the payment obligations under

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this Agreement to be paid on or before due date or as and when demanded by the Vendor as the case may be and also to perform or observe all the other obligations of the Buyers under this Agreement. It is clearly agreed and understood by the Buyers that it shall not be obligatory on the part of the Vendor to send demand notices/ reminders regarding the payments to be made by the Buyers as per the Schedule of Payments in Schedule-IV or obligations to be performed by the Buyers. In case of delay in making payment by the Buyers to the Vendor as per the Schedule of Payments as stated in Schedule-IV and other payments set out in this Agreement, the Buyers shall be liable to pay interest on delayed payments as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum compounded plus GST as applicable till the time of realization of payment which shall be calculated from the due date of outstanding payment / amount. The Vendor shall forfeit the amount of Earnest Money deposited by him / her / them and this Agreement shall stand cancelled and he / she / they shall have no lien / charge / interest on the Flat, if the Buyers fails to pay the amount as mentioned herein along with interest on the delayed payment within 30 days of it falling due and payable. The amounts, if any, paid over and above the Earnest Money and other expenses / costs / taxes of non-refundable nature shall be deducted and balance amount refunded without any interest by the Vendor. However, the Vendor may in its sole discretion, waive its right to terminate this Agreement, and enforce all the payments and seek specific performance of this Agreement.

11. CONSTRUCTION AND MODIFICATEION OF THE FLAT / THE BUILDING :-

- A]** The Buyers has seen, reviewed and accepted the approved building plan and permits as provided herein and the indicative specifications provided in this Agreement may be subject to change for good at the discretion of the Vendor or as directed by any Competent Authority or due to Force Majeure conditions.
- B]** The construction of the said Building and the said Flat including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications, which are subject to the right of the Vendor to amend them in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority and / or the Architect and / or due to Force Majeure conditions and the Buyers agrees to this condition.

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C] The Buyers further authorizes the Vendor on his / her behalf to carry out such additions, alternations deletions and modifications in the plans of the Building, Floor plans, Flat plans etc. including the number of Flats / Floors, change in the position of the Flat, change in area of the Flat etc. as the vendor may deem fit or as directed by any competent authority and / or the Architect at any time even after the sanctioning of building plans till the grant of an Completion Certificate. However, the same shall not restrict the rights of the Vendor to construct additional floors / additional spaces as sanctioned and approved by the competent authority as described in clause of this Agreement.

12. The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder.

The Promoter shall send the proposed changes in the plan / specifications to the respective allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e-mail to the Allottee and in case non reply / failure of Allottees to reply / respond to the e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise and dispute about the same in future. Notwithstanding anything contained hereinabove, allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.

13. **POSSESSION OF APARTMENT :-** The VENDOR / PROMOTER shall give possession of the Apartment to the Allottee on or before 31/12/2025. If the VENDOR / 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 VENDOR / PROMOTER shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the VENDOR / PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the VENDOR / PROMOTER shall be entitled to reasonable extension of time for giving delivery of the said premises on

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- the aforesaid date, if the completion of the said project or building/ wing in which the said premises is to be situated is delayed on account of -
- i. Non-availability of sand, steel, cement, other building material, water or electric supply.
 - ii. War, Civil Commotion or act of God, pandemic or natural calamity
 - iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
 - iv. Any Prohibitory or Injunction Order from any Court of Law.
 - v. Pendency of any litigation and any order therein.
 - vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
 - vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate
 - viii. Any other circumstances beyond the control of the VENDOR / PROMOTER or force majeure.
 - ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
 - x. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.
 - xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the VENDOR / PROMOTER as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the VENDOR / PROMOTER shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the VENDOR / PROMOTER to implement the project due to Force Majeure conditions, then this

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allotment shall stand terminated and the VENDOR / PROMOTER shall refund to the Purchasers the entire amount received by the VENDOR / PROMOTER from the purchaser at the earliest without any interest. On refund of the money paid by the Purchasers, Purchasers agrees that he/she shall not have any rights, claims etc. against the VENDOR / PROMOTER and that the VENDOR / PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

14. **PROCEDURE FOR TAKING POSSESSION :-** The VENDOR / PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR / PROMOTER shall give possession of the Apartment to the Allottee. The VENDOR / PROMOTER agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR / PROMOTER. The Allottee agree(s) to pay the maintenance charges as determined by the VENDOR / PROMOTER or association of allottees, as the case may be. The VENDOR / PROMOTER on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

15. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :-** Upon receiving a written intimation from the VENDOR / PROMOTER, the Allottee shall take possession of the Apartment from the VENDOR / PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the VENDOR/PROMOTER shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable.
16. **TERMINATION OF AGREEMENT :-** Without prejudice to the right of VENDOR / PROMOTER to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the VENDOR / PROMOTER under this Agreement (including his/her proportionate

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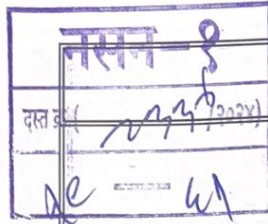


share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the VENDOR / PROMOTER shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the VENDOR / PROMOTER shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till then have been paid by the allottee to the VENDOR / PROMOTER.

17. **AND WHEREAS** If within a period of five years from the date of handing over the Apartment to the Allottee or from the date of occupation certificate whichever is earlier, the Allottee brings to the notice of the VENDOR / 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 VENDOR / 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 VENDOR / PROMOTER, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of the works are carried out without the written consent of the VENDOR / PROMOTER the defect



liability automatically shall become void. The word defect here means only the manufacturing.

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

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

It is expressly agreed that no claim of defect liability shall be admissible without being certified by a Registered Consulting Engineer / Professional competent to determine the problem and them shall submit a report to state the defects in materials used and the workmanship executed in course the construction keeping in mind the aforesaid agreed clauses of this Agreement.

18. MAINTENANCE :-

- A]** In order to provide necessary maintenance services the Vendor shall, upon the completion of the said building, maintain the said building by itself or through its nominee or Apartment / Condominium of Owners as and when formed by the tenants of the said Building in its sole discretion as may deem fit. The Buyers hereby agrees to adhere to and abide by the rules and regulations as formulated by the Vendor or the Apartment / Condominium of Owners as and when formed. The Buyers further undertakes to pay promptly all the demands, bills, and charges as may be raised by the Vendor or such Apartment / Condominium of Owners from time to time. The Vendor or the Apartment / Condominium of Owners reserve the right to change, modify, amend, and impose additional conditions at its discretion from time to time. The Buyers agrees that any violation of the terms shall automatically be construed as an event of default under the terms of this Agreement.
- B]** The Buyers agrees that the Vendor or any other nominated Agency shall carry out the maintenance of common services and facilities pertaining to the said Building for a period till the consolidated maintenance deposit money with the Vendor is fully exhausted towards the payment of such charges, costs and taxes in respect of maintenance of the said Building or unless taken over by duly constituted Apartment /

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Condominium of the Owners. The Buyers also agrees to adhere to terms and conditions as laid down by the Vendor or the Apartment / Condominium / of Owners at the time of taking possession of the said Flat. It is clarified that the scope of maintenance and upkeep of various common services within the Building and outside shall be described in detail at time of possession. It is understood by the Buyers that the maintenance and insurance of individual Flat shall always remain the responsibility of the Buyers.

- C] The Buyers undertakes to pay the maintenance bills as raised by the Vendor or its nominated agency from the date of notice for possession on pro-rata basis irrespective of whether the Buyers is in actual possession of the Flat or not. In order to secure due performance of the Buyers in payment of the maintenance and utility bills and other charges incurred, the Buyers agrees to deposit, as per the schedule of payment and to always keep deposited with the Vendor a one time maintenance of Rs.3,19,200/- (In word Rupees Three Lakh Nineteen Thousand Two Hundred only). So also the allottee shall pay Adhoc maintenance charges as described in para 7 & 18-D. The Vendor undertakes to maintain separate account of all such maintenance received and shall withdraw funds from such account only for the purposes therein and not for any other cause or effect. In case of failure of the Buyers to pay the maintenance bill, other charges on or before the due date, the Buyers in addition to permitting the Vendor or Apartment / Condominium of Owners to deny him/ her / them the maintenance services, also authorizes the Vendor to adjust unpaid amount against maintenance bills out of the Security Deposit. The Vendor shall handover the corpus so collected, after settlement of accounts / adjustment of outstanding amounts, if any, to the apartment / Condominium / Housing Society as and when the same is formed. The Vendor shall cease the responsibilities of maintenance as soon as the maintenance corpus funds is exhausted or transferred to Apartment / Condominium / Housing Society. The Vendor shall not be liable for any accident, injury or mishaps during the course of maintenance activities due any reason not attributable to the Vendor.
- D] The initial Add-Hoc maintenance charges shall be billed for eighteen month at Rs.76,608/- along with taxes as applicable for the said premises and after that as decided by the society / apartment condominium from time to time.

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19. **AND WHEREAS** 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.
20. **AND WHEREAS** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the VENDOR / PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the VENDOR / PROMOTER within seven days of the same being forwarded by the VENDOR / PROMOTER to the Allottee, so as to enable the VENDOR / PROMOTER to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.
21. **AND WHEREAS** the VENDOR / PROMOTER has decided to subject the property to the provisions of Apartment Ownership Act and as such the VENDOR / PROMOTER shall form the association of apartment owners by registering the declaration of apartment as per the provisions of Apartment Ownership Act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by them.
22. **AND WHEREAS** The VENDOR / PROMOTER shall, within four months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association all the right, title and the interest of the VENDOR / PROMOTER and/or the owners in the said structure of the Building or wing in which the said Apartment is situated, provided that all the flat purchasers have paid their respective amount of consideration to the vendor.

Within 15 days after notice in writing is given by the VENDOR / 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

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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 & salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the VENDOR / PROMOTER such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the VENDOR /PROMOTER provisional monthly contribution of Rs.1500/- per month towards the outgoings. The amounts so paid by the Allottee to the VENDOR / PROMOTER shall not carry any interest and remain with the VENDOR / PROMOTER until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the 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 VENDOR / PROMOTER to the association of apartment.

23. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / PROMOTER :-

The VENDOR / PROMOTER hereby represent and warrants to the Allottee as follows:

- i. The VENDOR / PROMOTER has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The VENDOR / PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- 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