

**FINAL PLOT NO.**  
**READY RECKNER CHART NO.**  
**RATE RS. \_\_\_\_\_/- PER SQ.MTR.**  
**CARPET AREA OF FLAT \_\_\_\_\_ SQ. MTRS.**  
**BALCONY AREA \_\_\_\_\_ SQ. MTRS.**  
**TERRACE AREA \_\_\_\_\_ SQ. MTRS.**  
**PARKING AREA \_\_\_\_\_ SQ. MTRS.**  
**CONSIDERATION RS. \_\_\_\_\_**  
**MARKET VALUE RS. \_\_\_\_\_**  
**STAMP RS. \_\_\_\_\_**

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made & executed at Igatpuri on this \_\_\_ day of \_\_\_\_\_ 2022.

**B E T W E E N**

**MR. RAJENDRA alias RAJARAM MADHUKAR KALE, Age \_\_\_ Years,**  
**Occupation Business, R/o :- Ghoti, Tal. Igatpuri, Dist. Nashik -**  
**PAN \_\_\_\_\_, AADHAR NO. \_\_\_\_\_**

Hereinafter referred to as the **VENDOR/S/PROMOTER/S** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART.**

**A N D**

**[1] MR. \_\_\_\_\_**  
**Age \_\_\_\_\_ Years, Occupation \_\_\_\_\_,**  
**PAN - \_\_\_\_\_**  
**ADHAR NO. \_\_\_\_\_**

**[2] MRS. \_\_\_\_\_**  
**Age \_\_\_\_\_ Years, Occupation \_\_\_\_\_,**  
**PAN - \_\_\_\_\_**  
**ADHAR NO. \_\_\_\_\_**  
**R/o. \_\_\_\_\_**

Hereinafter referred to as the **"PURCHASER/ ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART.**

**WHEREAS** the vendor/Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Village **Ghoti (B)** Tal. Igatpuri, Dist. Nashik, more particularly described in the first schedule written hereunder.

**AND WHEREAS** Vendor/Promoter purchased Gat No. 57 from Umaji Nathu Shelar by Sale Deed dated 2/5/1973 and as such name of the said Vendor/Promoter No. 2 is mutated in the owners column under M. E. NO. 7205 on 22/8/1973.

**AND WHEREAS** Vendor/Promoter purchased 1165.00 Sq. Mtrs. (H. 00.11.65 R.) out of Gat No. 58/2 from Jitendra Chunilal Bhandari and others and 1165.00 Sq. Mtrs. (H. 00.11.65 R.) out of Gat No. 58/2 from Prafulla Shobhachand Chordia and others total area purchased 2330.00

*Y. D. K.*

Sq. Mtrs. (H. 00.23.30 R.) by Sale Deed which is duly registered at the office of Sub Registrar Igatpuri registered at Sr. No. 2964 on 24/11/2017 and as such name of the said Vendor/Promoter is mutated in the owners column for the area purchased under M. E. No. 19177 on 29/11/2017.

AND WHEREAS Manisha Somnath Kale purchased Gat NO. 59/2/B from Tukaram Nathu Walzade by Sale Deed dated 1/3/2007 which is duly registered at the office of Sub Registrar Igatpuri at Sr. No. 363 on 1/3/2007 and as such name of the said purchaser is mutated in the owners column under M. E. NO. 14413 On 2/3/2007.

AND WHEREAS Vendor/Promoter purchased Gat NO. 59/2/B from Manisha Somnath Kale by Sale Deed dated 02/03/2022 which is duly registered at the office of Sub Registrar Igatpuri at Sr. No. 774/2022 on 02/03/2022 and as such name of the Vendor/Promoter is mutated in the owners column under M. E. NO. 20865 On 7/6/2022.

AND WHEREAS Madhukar Murlidhar Kale Gifted Gat No. 60/1 to Vendor/Promoter by Gift Deed dated 19/1/2022 which is duly registered at the office of Sub Registrar Igatpuri at Sr. No. 220/2022 on 19/1/2022 and as such name of Vendor/Promoter is mutated in the owners column under M. E. NO. 20832 on 31/3/2022.

AND WHEREAS Ambabai Madhukar Kale gifted Gat No. 60/2 to Vendor/Promoter by Gift Deed dated 5/3/2004 which is duly registered at the office of Sub Registrar Igatpuri at Sr. No. 305/2004 and as such name of the Vendor/Promoter is mutated in the owner column M. E. No. 13957 on 26/3/2004.

AND WHEREAS Manda Rajendra Kale Gifted Gat No. 63/9 to Vendor/Promoter by Gift Deed dated 12/01/2022 which is duly registered at the office of Sub Registrar Igatpuri at Sr. No. 219/2022 on 19/1/2022 and as such name of Vendor/Promoter is mutated in the owners column under M. E. NO. 20831 on 31/03/2022.

AND WHEREAS by virtue of the aforesaid documents vendor are competent to develop the said property by constructing building thereon and sell the super structure as the vendors may deem fit and proper as per the terms and conditions of development agreement.

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

AND WHEREAS the Vendor/ Promoter is in possession of the project land.

AND WHEREAS the owners of Gat No. 57 admeasuring 1920.00 Sq. Mtrs., Gat NO. 59/2/B admeasuring 1620.00 Sq. Mtrs., land admeasuring 1927.009 Sq. Mtrs. out of Gat No. 60/1 admeasuring 2180.00 Sq. Mtrs., Gat No. 60/2 admeasuring 1820.00 Sq. Mtrs., Gat No. 63/9 admeasuring 410.00 Sq. Mtrs. and Gat No. 58/2 admeasuring 2330.00 Sq. Mtrs. total admeasuring 10027.09 Sq. Mtrs. converted the land Non Agricultural use and obtained order from Tahasildar, Igatpuri dated 30/11/2021 under NO. Jama-1/42C/Kavi/12/2021 and necessary remark on record taking that effect is mutated in the other rights column under M. E. No. 21100 on 14/12/2022.

AND WHEREAS all the owners of Gat NO. 57, 58/2, 59/2/B, 60/1, 60/2 and 63/9 total admeasuring 10027.09 Sq. Mtrs. have amalgamated all

**the properties and prepared a building plan for residential purpose which is duly sanctioned from NMRDA under No. Nampravipra/Abhi. Bam.Pa.// Mau.Ghoti (Bu.), Tal. Igatpuri, Dist. Nashik/S. No. 57, 58/2, 59/2/B, 60/1, 60/2, 63/9/1282 on 1/9/2021 and as per the said approved building plan all the land owners have construct a building thereon.**

**AND WHEREAS** the Promoter has commenced the construction of a buildings on the project land **consist of A, B, C, D, E and F wing each wing consisting of Ground floor for Parking and First to upper Seven floors for residential purpose and G and H wing consist of Partly Ground Floor for Parking and Partly Commercial Units and First and Second upper Floor as Shops units in amenity space** as per the approved building plan. **Vendor has implementent the scheme under the different phases and whereby A & B wing consisting of Phase - I, C & D wing consisting of Phase - II, E & F wing consisting of Phase - III, G & H wing consisting of Phase -IV.**

**AND WHEREAS** the promoter has accrued the title of absolute ownership to the said property and well seized and possessed of the same.

**AND WHEREAS** the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment; the property is also not subjected to any acquisition or requisition by any Govt. or local authorities.

**AND WHEREAS** the Allottee is offered an Apartment bearing number \_\_\_\_ on the \_\_\_\_ floor, ( herein after referred to as the said "Apartment") **in the \_\_\_\_ wing of Phase - \_\_\_\_** of the Building called **SHREEMURLIDHAR PARK APARTMENT** (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect/Licensed Engineer **registered with the Nashik Metropolitan Region Development Authority, Nashik Mr. Umesh P. Bagul.**

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under NO. \_\_\_\_\_ on \_\_\_\_\_; authenticated copy is attached hereto.

**AND WHEREAS** the Promoter has appointed a structural Engineer **Mr. Bhavesh Patel** 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 Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Umesh P. Bagul** 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;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Authority have been annexed hereto.

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

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto..

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of an **Apartment/Flat No. .... on ..... floor in the \_\_\_\_ wing of Phase - \_\_\_\_** of the building called **SHREEMURLIDHAR PARK APARTMENT**.

**AND WHEREAS** the carpet area of the said Apartment is \_\_\_\_ 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 stipulation contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage/covered parking(if applicable).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as described herein after.

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

**1. CONSTRUCTION OF PROJECT / APARTMENT** - The Promoter shall construct the said building/s **consist of A, B, C, D, E and F wing each wing consisting of Ground floor for Parking and First to upper Seven floors for residential purpose and G and H wing consist of Partly Ground Floor for Parking and Partly Commercial Units and First and Second upper Floor as Shops units in amenity space as per the approved building plan and Vendor has implementent the scheme under the different phases and whereby A & B wing consisting of Phase - I, C & D wing consisting of Phase - II, E & F wing consisting of Phase - III, G & H wing consisting of Phase -IV** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present and additional floors by using and utilizing additional FSI as may be made available by local authority.

Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.

The allottee further acknowledges that, the unutilized/ residual FSI including future incremental or enhancement due to change in law or otherwise in respect of the said land shall always be available to and shall always be for the benefit of the promoter and the promoter shall have the right to deal or use the FSI as it may deem fit without any objection or interference from the allottees or organization. In the event of any additional FSI in respect of the total land being increased as a result of any favorable relaxation of the relevant building regulation or otherwise at anytime hereinafter the promoter alone shall be entitled to the benefit of all such additional FSI for the purpose of development or construction on the land.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the **Allottee Apartment/Flat No. ----- On ----- Floor admeasuring ----- Sq. Mtrs. carpet area and usable area of Balcony admeasuring ----- Sq. Mtrs. in the \_\_\_\_ wing of Phase - \_\_\_\_ in the building known as SHREEMURLIDHAR PARK APARTMENT** hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. -----** /- and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner:-

Amount	Cheque No. /RTGS/NEFT	Bank Name	Date
Rs. _____			
Rs. _____	Deposited by the purchaser in the Govt. Treasury towards TDS for and on behalf of the vendor which is appropriated towards the amount of consideration.		

**that the allottee shall pay the balance amount of Rs .....(Rupees .....) in the following manner :-**

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or

any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate persquare meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1 (i) Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned) , the allottee shall make all payments, on demand by the 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 **MR. RAJENDRA alias RAJARAM MADHUKAR KALE**, payable at **Ghoti**.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority 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 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over

the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Basic Floor Space Index available as on date in respect of the project land is **9683.78** square meters only and Promoter has planned to utilize Floor Space Index of **19250.17** square meters by availing FSI including **basic FSI** by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **15243.84** square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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 promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the 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 as are set out in



Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or **before** \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such 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 Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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 garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this

purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society 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.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or association of apartment, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the 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 Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease 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 Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. .... for share money, application entrance fee of the Society or association of apartment owners.

(ii) Rs. .... for formation and registration of the Society or association of apartment owners.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or association of apartment owners.

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or association of apartment owners.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.

(iii) The purchaser shall deposit an amount at the rate of Rs. \_\_\_\_/- per Sq. Ft. towards the permanent maintenance of the entire 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 utilised towards the maintenance of the building. Except the said amount of maintenance all the premises holders in the building shall contribute monthly /annually maintenance for maintaining the building.

(iv) In addition to the amount of permanent maintenance the purchaser shall deposit an amount of Rs. \_\_\_\_/- in the name of the building account for the interim maintenance of the building.

(v) In addition to the amount of yearly maintenance the purchaser shall deposit an amount of Rs. \_\_\_\_/- per year per flat in the name of the building account for the maintenance of the building.

(vi) If any of the members gives his premises on leave and license, he shall inform about the same to the Chairman / Committee member of the Apartment regarding his intention of leave and license and shall pay additional maintenance charges of Rs. 500/- p.m. to the apartment.

11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society or association of apartment and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

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

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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

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

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated

or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

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

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

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

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

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or 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/association/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/association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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

#### **17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

#### **18. BINDING EFFECT**

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

#### **19. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if

any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**20. RIGHT TO AMEND**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

**22. 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 there under 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.

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

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

**24. 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.

**25. PLACE OF EXECUTION**

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

**26. NOTICE** - The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

**Name of Allottee**

[1] \_\_\_\_\_

[2] \_\_\_\_\_  
 \_\_\_\_\_

**Notified Email Id** - \_\_\_\_\_

**PROMOTERS NAME :-**

**MR. RAJENDRA alias RAJARAM MADHUKAR KALE, R/o :- Ghoti, Tal. Igatpuri, Dist. Nashik -**

**PAN** \_\_\_\_\_, **AADHAR NO.** \_\_\_\_\_

**Notified Email Id** - \_\_\_\_\_

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**28. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

**30. 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.

**31. 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 **Igatpuri/Nashik** courts will have the jurisdiction for this Agreement.

32. It is further agreed by and between the parties that the Promoters shall not be liable to pay the adhoc maintenance charges for the unsold premises till final conveyance of the said unsold premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organization the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.



39. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a] The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b] Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c] The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d] The car parking area shall not be enclosed under any circumstances.
- e] One Parking for small four wheeler, one two wheeler as shown and mutual decided.
- f] The purchaser shall use lift only for the persons and not for the any equipments, goods and materials.
- g] On payment of full and final payment of consideration and other payments only the vendor shall permit the purchaser for making furniture to the flat.
- h] The purchaser shall not keep or maintain any pet animals in the flat or parking or surrounding marginal space of the building.
- I] on completion of building until the association of apartment is formed and untill all the flat owners have deposited the amount of maintenance in the same of the association, the individual purchaser shall pay an amount of Rs. 1000/- per month to the vendor for the expenses of common maintenance, light bill, water charges etc.
- j] That purchaser shall use the flat for residential purpose only and the purchaser or any of the family members shall not use the flat for any commercial, professional coaching class, or teaching of students or any non residential use or purpose.
- k] In case any of the flat purchasers or any subsequent purchaser alters the flat in any manner he will be responsible for the damages to any adjoining or upper & lower flat owner or the local authority.
- [l] No flat owners shall be permitted to changes, alter or enclose the windows, Grill size, balcony and sit out.
- [m] All the flat owners shall use the lift only for the persons and not for carrying any furniture material like plywood, tiles, marble, granite, bricks etc. and other goods which are heavy and other heavy equipments.
- [n] The vendor has provided optical cable for internet in each flat to top terrace and flat owner shall use the said cable and connect the internet from top terrace and flat owner shall not install any other cable from outside to the flat or building.

[o] That the flat purchaser shall put the gas Cylinder at the specific space in the kitchen for gas connection only. In case purchaser shifts the said gas connection or add additional gas connection from the said gas cylinder or connection in the bathroom or elsewhere through the main connection, the purchaser shall be liable and responsible for the consequences thereof and vendor shall be not liable and responsible for any misshape or accident because of the said additional connection by the purchaser.

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

**FIRST SCHEDULE OF THE SAID PROPERTY**

**All that piece and parcel of the property situated at Village Ghoti (B), Taluka Igatpuri District Nashik within registration district of Nashik and sub registration Taluka Nashik, Gat NO. and admeasuring as follows:**

<b>Gat NO.</b>	<b>admeasuring H.-R.</b>
<b>57</b>	<b>00.19.20</b>
<b>58/2</b>	<b>00.23.30</b>
<b>59/2/B</b>	<b>00.16.20</b>
<b>60/1</b>	<b>00.21.80</b>
<b>60/2</b>	<b>00.18.20</b>
<b>63/9</b>	<b>00.04.10</b>

**TOTAL ADMEASURING H. 102.80 R. i.e. 10280.00 SQ. MTRS. AND  
TOTAL BOUNDED AS FOLLOWS :-**

On or towards East	:-
On or towards West	:-
On or towards South	:-
On or towards North	:-

**SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERRED**

**ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing Flat No. \_\_\_\_\_, on \_\_\_\_\_ Floor, \_\_\_\_\_, admeasuring \_\_\_\_\_ Carpet Area and usable area of Baclony \_\_\_\_\_ Sq. Mtrs. in the \_\_\_\_\_ wing of Phase - \_\_\_\_\_ of SHREEMURLIDHAR PARK APARTMENT and bounded as follows :-**

On or towards East	:-
On or towards West	:-
On or towards South	:-
On or towards North	:-

**AMENITIES TO BE PROVIDED IN THE FLAT**

- ◆ The Structure shall be R.C.C. framed type with AAC block masonry.

- ◆ All external walls will be 6" thick AAC block work and internal walls 4.1/2" thick.
- ◆ All walls will have double coat sand face plaster from outside and smooth neeru finish plaster from inside.
- ◆ Internal wall will have oil bond distemper and outside wall will have water proof cement paint.
- ◆ All doors will be of decorative flush door with both side lamination and water proof flush door in W.C. bath & toilet.
- ◆ Attached and common Toilet will have hot & cold water shower mixer with good quality of C.P. fitting.
- ◆ Flooring of the entire Flat shall be of 2x2 good quality vitrified tiles.
- ◆ Both Toilet will have European style pan with glazed tiles upto 7' height
- ◆ Kitchen shall have raised cooking platform of granite with built in sink up to 7' height glazed tiles.
- ◆ Three track powder coated aluminum sliding windows.
- ◆ Concealed Electrification and plumbing.
- ◆ Every flat will have good quality door fitting, one door stopper, eye piece, safety chain etc.
- ◆ Common Overhead R. C. C. water storage tanks for water supply with additional borewell facility.
- ◆ Lift with battery backup or generator backup.
- ◆ Building designed with excellent architectural features.
- ◆ Arrangement of TV & Telephone points in flat.
- ◆ One Parking for small four wheeler as per broacher or as may be decided and shown in the plan to be attached to the declaration of apartment.

**COMMON AREAS AND FACILITIES**

a. **COMMON AREAS**

- 1) The land under the buildings
- 2) The footings, RCC structures and main walls of the buildings
- 3) Staircase columns and lift and lift room in the building/s
- 4) Common drainage, water, electrical lines, power backup
- 5) Common ground water storage tank and overhead tank
- 6) Electrical meters, wiring connected to common lights, lifts, pumps.
- 7) Top terrace
- 8) Common Garden, Green Gym, Net Cricket, Multi purpose Court, Children Play area etc.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREINABOVE.**

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
MR. RAJENDRA alias MR. RAJARAM  
MADHUKAR KALE  
[VENDOR/PROMOTER]**

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]  
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]

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
[1] \_\_\_\_\_**

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]  
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]

[2] \_\_\_\_\_  
[PURCHASERS/ALLOTTEES]

] \_\_\_\_\_  
]

In the presence of WITNESSES :

1. Name

Signature \_\_\_\_\_

2. Name

Signature \_\_\_\_\_