



महाराष्ट्र MAHARASHTRA

2024

23AB 604966

अन .: 11595 रु . 100/-पैकी रु 100/- दि . 01/10/2024

नाव : बँक ऑफ बडोदा

पत्ता : मिलेनियम प्लाझा गोल्फ क्लब शाखा शरणपुर रोड

नाशिक

हस्ते : अभिजीत पाटील

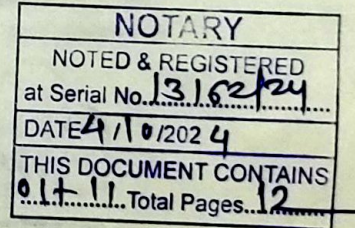
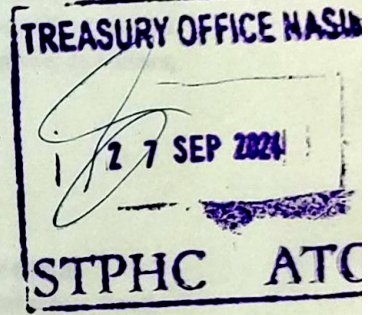
कारण : कर्ज प्रकरण

योगेश वसंत शुक्ल

स्टॅम्प बँडर नाशिक

परवाना क 97/2002

सही





Ready Recknor Zone No.
Valuation Rate ₹. 3200/- per sq. Meter
Government Valuation-₹. 19,87,200/-
Consideration ₹. 19,92,168/-
Stamp Duty ₹. 1,19,531/- Registration Fees ₹. 19,922/-

AGREEMENT TO SELL

THIS DEED OF APARTMENT is made and executed at Nashik, on this day **DAY OF**
September 2024

BETWEEN

M/s Yash Constructions, PAN: AABFY0785H, a partnership firm, Add. Flat No. 7, Aaditya Heights, Vanvihar Colony, Parijat Nagar, Nashik-422007, **through its partners 1) Mr. Sudeep. Sudhir Kulkarni, Aadhaar No. 5494 9954 4204, Mob. No. 8856068945** Age: 38, Occupation: Business, 2) **Mrs. Snehal Sudhir Kulkarni, Aadhaar No. 938312995103, Mob. No. 9545086710** Age: 61, Occupation: Business, 3) **Miss. Tanmayi Sudhir Kulkarni, Aadhaar No. 403880070167, Mob. No. 9325794215** Age: 32, Occupation: Business, hereinafterreferred to as **'THE PROMOTER'** (which expression shall unless it be repugnant to the subject or context thereof mean and include his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **ONE PART.**

AND

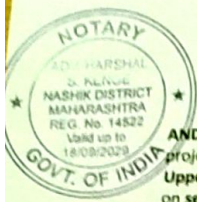
Mrs. Swity Bablu Thapa Age:35 __, Occupation – Business
PAN : AIPPT6527J , **Aadhaar No. 808896175546** , **Mob. No. 9763664666**
The Indian inhabitants, **residing at Behind Auto Skill Mission Mala,Sharanpur Road,** Nashik, Maharashtra State, hereinafter referred to as **'THEALLOTTEE/S'** (which expression shall unless it be repugnant to the subject or context thereof mean and include his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **OTHER PART.**

AND WHEREAS the promoter has purchased the project land from Mr. Manohardas Raghavji Thakkar & others by way of **Sale Deed** dated 27/08/2015 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-4, at **Sr.No. NSN-4-6303-2015**, accordingly, **Mutation Entry No. 16343** duly certified is mutated and name of the promoter has been incorporated as owner & possessor in revenue records.

AND WHEREAS the promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals herein above and the promoter is in possession of the project land.

AND WHEREAS the promoter has entered into a standard Agreement with **Ar. Shivaji D. Pingle, Nashik** who is registered with the Council of Architects and such Agreement is as prescribed by the Council of Architects.

AND WHEREAS the promoter has appointed **Ar. Shivaji D. Pingle, Nashik** as Structural Engineer for the preparation of the structural design & drawings of the buildings and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.



AND WHEREAS the promoter has proposed to construct a **Four storey building** on the project land, having **Parking** on Lower **Ground Floor**, **Eight Commercial Units/Shops** on **Upper Ground Floor**, **Five offices** on **First Floor** & **Residential Four Units / Apartments each** on **second and third Floors & residential three units on fourth floor** comprising of **First to Four Floors** by consuming **Premium Floor Space Index (F.S.I.)**, or **Floor Space Index (F.S.I.)** available as **incentive Floor Space Index (F.S.I.)** and if the same are not available, then by consuming **Floor Space Index (F.S.I.)** of the project land for which the promoter has acquired valid, legal & enforceable development rights.

AND WHEREAS the allottee/s is/are offered a **Flat No. 203** on **Second Floor** (hereinafter referred to as **'THE SAID APARTMENT'**) in the building to be known as **'ADITYA COMPLEX'** (here in after referred to as **'THE SAID BUILDING'**) being constructed on the project land by the promoter.

AND WHEREAS as mentioned above the promoter has valid, legal & enforceable ownership rights of the project land and to sell the apartments in the said building to be constructed by the promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments and also to receive the sale consideration in respect thereof.

AND WHEREAS as per demand made by the allottee/s, the promoter has given inspection to the allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter's Architect **Ar. Shivaji D. Pingle, Nashik** and of such other documents as are specified under the said Act and the rules & regulations made there under.

AND WHEREAS the authenticated copies of Certificate of Title issued by **Adv. GulabDadaji Aher, Nashik** for 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 rights of the promoter to the project land on which the said building is constructed or to be constructed, have been annexed hereto and marked as Annexure 'A' & 'B' respectively;

AND WHEREAS the authenticated copy/ies of the **Non-Agricultural permission** granted by **Hon. Collector, Nashik**, vide Order dated **01/09/1979**, bearing No.LNA/SR/272/79 for Residential utilization. And whereas the **Upper Collector, Nashik** issued a **Nonagricultural Conversion Notice** on **04/06/2021** bearing number **KRA.RU.PA.KAR/SR/104/2021** for commercial utilization of area adm. **374.56 sq. meters** out of plot no. **01** of survey no. **56/2**, total area adm. **560.20 sq. meters** area available with grantor owner.

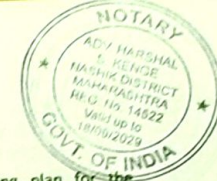
AND WHEREAS the promoter obtained the **Partial Completion Certificate** from the **Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**; vide its letter dated **18/04/2023**, bearing no. **NNV/B1/31435/2023**. All the copies of approved and sanctioned plans and certificates were available for inspection in the office of the promoter.

AND WHEREAS Declaration of Apartment Deed is executed on **17/06/2024** bearing no. **NSN4/6252/2024**, which is available for inspection in the office of the promoter.

AND WHEREAS the authenticated copy/ies of the plan/s of **Final Layout Plan** vide **Letter** dated **02/06/1979**, bearing **Outward No. RB/Desk/3.4/1263/79**

AND WHEREAS the authenticated copies of **Building Plan** as proposed by the promoter and according to which the construction of the building and open spaces are proposed to be provided for and / or on the said project.

AND WHEREAS the promoter sanctioned a building plan for the construction of the land property under reference by **Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**, vide Sanction of **Building Permit & Commencement Certificate** dated **28/01/2020**, bearing No. **LND/BP/B1/190/2020**.



AND WHEREAS the promoter further sanctioned a revised building plan for the construction of the land property under reference by **Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**, vide Sanction of **Building Permit & Commencement Certificate** dated **07/09/2020**, bearing No. **LND/BP/B1/BP/40/2020**.

AND WHEREAS the promoter further sanctioned a revised building plan for the construction of the land property under reference by **Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**, vide Sanction of **Building Permit & Commencement Certificate** dated **20/10/2021**, bearing No. **LND/BP/B1/BP/263/2021**.

AND WHEREAS all the above mentioned three Building Plans & Commencement Certificates were revised by the promoter by further sanctioning a revised sanction of Building permission & Commencement Certificate here in below mentioned.

AND WHEREAS the authenticated copies of the revised Building plans and specifications of the apartment agreed to be purchased by the allottee/s, as sanctioned by **Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**, vide Sanction of **Building Permit & Commencement Certificate** dated **28/02/2022**, bearing No. **LND/BP/B1/BP/524/2022**.

AND WHEREAS the promoter further sanctioned a revised building plan for the construction of the land property under reference by **Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik**, vide Sanction of **Building Permit & Commencement Certificate** dated **09/05/2024**, bearing No. **LND/BP/B1/RBP/04/2024**.

AND WHEREAS the promoter has registered the said project as per provisions of the Real Estate (Regulation & Development) Act, 2016 (hereafter referred to as **'THE SAID ACT'**) with the Real Estate Regulatory Authority at Mumbai / Nashik having its **Registration No. P51600031399** Project Register **23/10/2021 to 31/12/2025**.

AND WHEREAS the promoter proposes to procure / make available additional FAR by way of 'Paid Floor Space Index (F.S.I.)', or Floor Space Index (F.S.I.) available as incentive Floor Space Index (F.S.I.) by implementing various Schemes as mentioned in the Development Control Regulations or based on expectation of increased Floor Space Index (F.S.I.) which may be available in future on modification to the existing Development Control Regulations, which are applicable to the said project and to consume such additional FAR (Floor Space Index (F.S.I.)) by constructing sanctioned and additional floor.

AND WHEREAS the promoter has got some of the approvals from the concerned local authority(s) of 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 building plans the **Nashik Municipal Corporation, Nashik** and/or Government has laid down certain terms, conditions, stipulations & restrictions which are to be observed & performed by the promoter while developing the project land and the said project and upon due observance and performance of which only the Building Completion Certificate or Occupancy Certificate in respect of the said project shall be granted by the **Nashik Municipal Corporation, Nashik**.

AND WHEREAS the promoter has accordingly commenced construction of the said building in accordance with the said sanctioned plans and subsequent revisions thereof.

AND WHEREAS the allottee/s has/have applied to the promoter for allotment of the said apartment in the said building constructed / being constructed on the project land.

AND WHEREAS the carpet area of the said apartment is calculated as 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/s or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee/s, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS under Section 13 of the said Act, the promoter is required to execute a written Agreement for Sale/ Sale Deed/Deed of Apartment of the said apartment with the allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908, and the allottee/s has/have/have agreed to get registered this Agreement for Sale/ Sale Deed/ Deed of Apartment with his/their own cost.

Agreement does not precluded diminish the rights of any financial institution for which finance has been taken for the project and claimed as statutory claim.

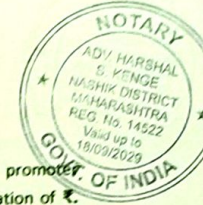
In accordance with the terms & conditions set out in this Agreement and as mutually agreed upon by & between the Parties, the promoter hereby agrees to sell and the allottee/s hereby agree/s to purchase the said apartment and the garage/common parking (if & whichever applicable).

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONSTRUCTION OF THE SAID BUILDING:-

The promoter shall construct the said building/s consisting of Lower Ground + Upper Ground + Four Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which have been seen and approved by the allottee/s with such variations and modifications as the promoter may consider necessary or as may be required by the concerned local authority and / or the government authority to be made in them or any of them for which the allottee/s hereby give/s the consent. The allottee/s shall/will not object to the promoter for making changes in and revising the layout, plans of the project as required by the promoter due to additional Floor Space Index (F.S.I.) available or otherwise, as per the promoter's discretion as permitted legally and as prescribed in law including RERA. Except any alterations or additions or modifications in the sanctioned plans and specifications of the project or common areas of the said project which are required to be made by promoter in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any law of the state or central government, for the time being in force or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the architect or engineer. Promoter may also make such minor additions and alterations as may be required by the allottee/s. The promoter has disclosed the details of Floor Space Index (F.S.I.) in Clause 7 that can be utilized on this project land so if in future, the promote wishes to utilize Floor Space Index (F.S.I.) upto the extent disclosed in Clause 7, no consent will be required from allottee/s. Therefore, in accordance with the Sub-Rule (4) of Rule 4 of Real Estate Regulations Rules, 2017 the allottee/s hereby give/s specific consent to the local authorities and also to the promoter and has no objection against the promoter for the following :-

2. CONSIDERATION / PRICE OF THE SAID SHOP/APARTMENT :-



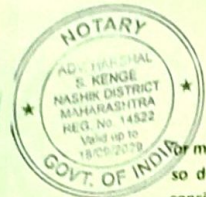
2.1- The allottee/s hereby agree/s to purchase from the promoter and the promoter hereby agrees to sell to the allottee/s the said apartment for the consideration of ₹. 19,92,168- (Rupees – Nineteen Lakhs, Ninety Two Thousand and One Hundred Sixty Eight only) and this amount is inclusive of the price for the carpet area of the said apartment and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below.

2.2- The allottee/s agree/s and understand/s that timely payment towards purchase of the said apartment as per payment plan / schedule hereto is the essence of these presents. he allottee/s has/have paid/agree/s to pay the promoter amount of consideration in the following manner :-

Amount ₹	Particulars
/-	Rupees – paid by the allottees to the promoter vide Cheque No. dated drawn on Branch, Nashik.
/-	Rupees :- paid by the allottees to the promoter vide Cheque No. Dated drawn on Bank Branch, Nashik.
/-	Total amount Rs. Only.

The allottee/s has paid the partial Consideration amount as stated above and here by agrees to pay to the promoter remaining consideration amount i.e. /- (in Rs. -----Only) Immediately after execution of this present agreement for sale.

Apart from the consideration amount, the allottee/s herein has/have agreed to pay Goods & Service Tax (G.S.T.) or any other incidental indirect tax/es that may be notified by the government. The price overall has been arrived and agreed upon keeping in mind the promise of the allottee/s to make the payments as mentioned above. Also, the price overall has been arrived after considering the payment to be given as per schedule mentioned. If the allottee/s decides to obtain loan facility for Payments of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment schedule as far as possible. The allottee/s agree/s to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is here by clarified that the promoter shall be at liberty to vary the chronological order of the various stages of construction / items of work of the said building in which the said apartment is locates and the promoter shall be at liberty to simultaneously undertake two



~ 6 ~

For more stages of construction / items of work set out in the hereinabove payment plan and so demand from the allottee/s the aggregate of the instalments, towards the agreed consideration mentioned in such instalments. The allottee/s shall/will make the payments of instalments with Goods & Service Tax (G.S.T.) as applicable.

- The Total Price is escalation-free, save and except escalations/ increases which the allottee/s hereby agree/s to pay, due to increase on account of development charges payable to the Municipal Corporation of Nashik and/or any other increase in charges which may be levied or Page 5 imposed by the said Corporation/Local Bodies/Maharashtra State Electricity Distribution Company Limited/ Central and State Government from time to time. The promoter undertakes and agrees that while raising a demand on the allottee/s for increase in development charges, cost, or levies imposed by the Municipal Corporation of Nashik and/or Maharashtra State Electricity Distribution Company Limited 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/s, which shall only be applicable on subsequent payments. The promoter may charge the allottee/s separately for any upgradation / changes specifically and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein.

- The promoter herein on due date / or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by digital E-mail to the allottee/s and the allottee/s shall/will make payment of such due amount to the promoter within 07 (seven) days from date of receiving such intimation. The allottee/s herein specifically agree/s that he/she/they shall/will pay the aforesaid amount along with Goods & Service Tax (G.S.T.) and such other taxes, ceases, charges, etc. without any delay along with this contract and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee/s has/have committed breach of this Agreement and in such case the promoter shall be entitled to take necessary action against the allottee/s. The allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

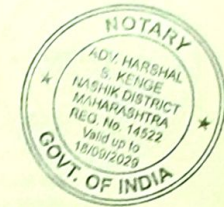
3. MODE OF PAYMENT:-

Subject to the terms of the Agreement, the allottee/s shall/will 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 mode (as applicable) in favour of Yash Constructions payable at Nashik. Only after the Cheque / Demand Draft has been cleared and the amount has been credited to the promoter's banking account, the promoter shall give effect of the same account of the apartments in any Allottee/s.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS :-

The allottee/s authorize/s the promoter to adjust/appropriate all payments made by Allottee/s under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the promoter may in its sole discretion deem fit and the allottee/s undertake/s not to object/demand/direct the promoter to adjust his/her/their payments in any manner.

~ 7 ~



5. INTEREST ON UNPAID DUE AMOUNT :-

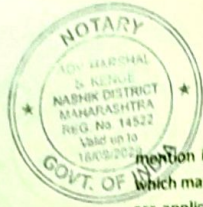
Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the allottee/s shall/will be bound and liable to pay interest at 12% per annum State Bank of India's highest Marginal Cost of Lending Rate + 2% per annum, with monthly rests, on all the amounts which become due and payable by the allottee/s to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and Page 6 expenses thereof shall not itself be considered as waiver of the right of the promoter under this Agreement, nor shall be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project / apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANING AUTHORITY :-

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 said apartment to the allottee/s, obtain from the said concerned local authority, Occupation and/or Completion Certificates in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the allottee/s shall/will not be entitled to claim possession of the said apartment until the occupation / completion certificate is received from the local authority and the allottee/s has/have paid all dues payable under this Agreement in respect of the said apartment to the promoter and has paid the necessary maintenance amount / deposit, Goods & Service Tax (G.S.T.) and other taxes payable under this Agreement of the said apartment to the promoter and has signed possession documents. Howsoever for the purpose of defect liability on / towards the promoter, the date shall be calculated from the date of handing over possession to the allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said project as stated in the said Agreement. That further it has been agreed by the allottee/s that any damage or change done within the unit sold or in the project done by him/her/them or by any third person on and behalf of the allottee/s then the allottee/s expressly absolves the promoter from the same liability and specifically consents that on such act done, he/she/they shall/will waive his/her/their right to enforce the defect liability on and towards the promoter. After the receipt of the occupation / completion certificate from Nashik Municipal Corporation, Nashik, the promoter shall be free from any liability in case of any addition and/or alteration to the said apartment / project by the allottee/s, any damage to the building by accident, any tampering with geometrical sections of the building, lack of maintenance by the allottee/s or apartment associations, any event of force majeure and any act of god.

7. DISCLOSURE AS THE FLOOR SPACE INDEX (F.S.I):-

The promoter hereby declares that the basic Floor Space Index as on date in respect of the project Land is 560.20 sq. Meters only and promoter has utilized Floor Space Index (F.S.I.) of 517.61 sq. Meters, 179.28 sq. Meters against D.P. Road, by implementing various scheme as



~ 8 ~

mention 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 (F.S.I.) of 696.89 sq. Meters as proposed to be utilized by him on the project land in the said project and Ancillary Premium is obtained by the promoter admeasuring 367 sq. meters allottee/s has/have agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing 1063.05 sq. Meters the proposed Floor Space Index (F.S.I.) and on the understanding that the declared proposed Floor Space Index (F.S.I.) shall belong to Promoter only. The promoter shall be entitled to loan this additional Floor Space Index (F.S.I.) at any time on the project land and the allottee/s give/s his/her/their irrevocable consent to the same. The allottee/s has/have given his/her/their irrevocable consent thereof and the promoter shall be entitled to revise the plans, get the sanctioned from local authority, construct the additional units / floors as ay be permitted by the local authority and the allottee/s shall/willfully cooperate with the promoter to enable the promoter to make any addition /alteration on the project land in accordance with the plans sanction or which may be herein after sanctioned by the concerned local authority. In case any land or any portion of the project land in accordance with the plans sanctioned or which maybe herein after sanctioned by the concerned local authority. In case any land or any portion of the project land is acquired by any authority before execution of the conveyance, then the promoter alone shall be entitled to take compensation for the same or get Floor Space Index (F.S.I.) / Transferable Development Right (T.D.R.) in lieu of compensation. Notwithstanding anything contained anywhere in this Agreement, the allottee/s hereby declare/s, confirm/s and agree/s that:-

- a. The promoter has also reserved all his/her/its rights to use, utilize and consume the Floor Area Ratio (F.A.R.) / Floor Space Index (F.S.I.) originating from the physical area of the project land either as Floating Floor Space Index (F.S.I.) or otherwise, so also, to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the promoter.
- b. An apartment shall formed
- c. The conveyance of the project land together with the building/s constructed thereon, shall be executed by the promoter in favour of apartment holders.
- d. The promoter shall be entitled to compensation from the allottee/s in case any obstruction or impediment of any nature raised by and on behalf of the allottee/s to the development of the project land and / or other pieces of land adjoining to the project land either by amalgamation and / or consumption of Floor Area Ratio (F.A.R.) / Floor Space Index (F.S.I.) for any building thereon, without prejudice to the rights of the promoter to terminate this Agreement on such obstruction or impediment being raised by the allottee/s.

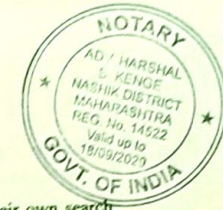
8. USE OF THE SAID SHOP/APARTMENT:-

The allottee/s shall/will use the said apartment or any part thereof or permit the same to be used for the valid commercial / residential purpose.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The promoter has made full and true disclosure of the title of the project land as well as encumbrances, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the allottee/s nature of its rights, title and interest or right to construct project, and also given inspection of all documents to the allottee/s, as required by the law. The allottee/s having acquainted himself/herself/themselves with all the facts and rights of the promoter and after satisfaction of the same has entered into this agreement.

~ 9 ~



The promoter herein has also requested the allottee/s to carry out his/her/their own search and to investigate the title of the project land. For that matter, any other due diligence activity to be done on its own accord for which all necessary disclosures have been provided by the promoter. The allottee/s has / have also verified the title from his / her / their advocate and after being completely satisfied has / have entered into these presents. The allottee/s henceforth shall not be entitled to challenge or question the title and the right / authority of the promoter in respect of the project land and to enter into this agreement.

10. ADVERTISEMENT / PROSPECTUS :-

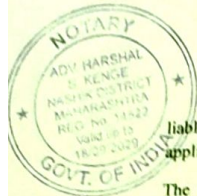
It is specifically understood and agreed by the allottee/s that the prospectus, brochures, other advertising material published by the promoter from time to time in respect of the project containing various features such as furniture, plantation, colours, vehicles, elevation, etc. to increase the aesthetic value only and are not facts and the same shall not be considered in any manner as Agreement between promoter and allottee/s. The details mentioned in Schedule-IV hereunder are considered as final, definitive duly negotiated and binding between the parties and amenities / specifications mentioned in this Agreement shall always prevail over those advertised by the promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities / specifications agreed and not those mentioned anywhere else, and the allottee/s shall / will never make any claim to the contrary. The allottee/s is / are aware that the perspective / elevation plans shown on the plans and / or in brochures are tentative and are likely to undergo change in course of construction. The allottee/s shall / will have no objection / complaints whatsoever on the account.

11. SPECIFICATIONS & AMENITIES :-

The specifications and amenities of the said apartment to be provided by the promoter in the said project and the said apartment are those that are set out in Schedule-IV hereto. In the project, considering to maintain the stability of the building and internal structures, herein specifically informed by its consultant not to allow any internal changes. 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 and till delivery of possession. The promoter shall not refund any amount for deleting any items of specifications and amenities on request of the allottee/s.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES :-

The allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The allottee/s understands and agrees that in the event of any failure on his / her / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be



liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

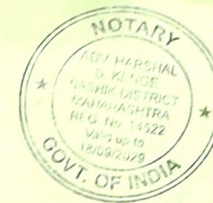
The promoter accepts no responsibility in this regard. The allottee/s shall/will keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial / residential status of the allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the allottee/s to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party shall not have any right in the application / allotment of the said apartment applied for herein any way and the promoter shall be issuing the payment receipts in favour of the allottee/s only.

13. POSSESSION OF THE SHOP/APARTMENT :-

Schedule for possession of the said apartment:- The promoter agrees and understands that timely delivery of possession of the said apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the promoter and taxes thereon are paid by the allottee/s in respect of the said apartment, in terms of these presents, the promoter, based on the approved plans and specifications, assures to hand over the possession of the said apartment on or after receipt of building completion / occupancy certificate. Provided that the promoter shall be entitled to reasonable extension of time as agreed by and between the allottee/s and the promoter for giving possession of the said apartment on the aforesaid date if the completion of wing in which the said apartment is to be situated is delayed on account of -

- i) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate Project ('Force Majeure').
- ii) any notices, orders, rules or notification of the Government and/or other public or Competent Authority.
- iii) changes in any rules, regulations, bye-laws of various statutory bodies and authorities affecting the development of the project.
- iv) delay in grant of any NOC/permission/license/connection for installation of any services such as lifts, electricity and water connections and meters to the project or completion certificate from the local authority.
- v) in case of delay or default in payment of dues by the allottee/s/s under these presents.
- vi) pendency of any litigation.
- vii) where actual work of said Project could not be carried by the 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, Page 10 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 allottee/s agree/s that the promoter shall be entitled to the extension of time for delivery of possession of the said apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee/s agree/s and confirms that, in the event it becomes impossible for the promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the allottee/s the entire amount received by the promoter from the allotment within 180 days from that date. After any refund of the money paid by the allottee/s, Allottee agrees that he/ she shall not have



any rights, claims etc. against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under these presents.

- That the allottee/s further agree/s that even where 'substantial completion' of works has been done and after receiving OC from the Competent Authority possession of the said apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said apartment. However, if the promoter is not allowed by the allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the promoter,

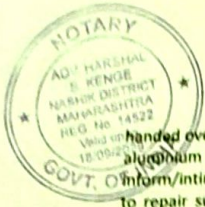
- **Procedure for taking possession:-** The promoter, upon obtaining the occupancy certificate from the local/Competent/planning Authority shall offer in writing/by e-mail to the allottee/s intimating that, the said apartment is ready for use and occupation. The allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of these presents, complete the payment of consideration/total price and dues to the promoter as per terms and conditions of these presents and take the possession of the said apartment within 15 days from the date of written intimation issued by the promoter to the allottee/s herein.

- **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the promoter as per clause 13.3, the allottee/s shall/will take possession of the said apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in these presents, and the promoter shall give possession of the said apartment to the allottee/s. In case the allottee/s fails or commits delay in taking possession of said apartment within the time provided in clause 13.3, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity Page 11 charges, interest on delayed payment and any other expenses and outgoing in respect of the said apartment and the promoter shall not be liable for the maintenance, wear and tear of the said apartment.

- **Compensation:-** That the allottee/s has/have given his specific confirmation herein that the responsibility of the title of the project land be on the promoter up and until the conveyance of the said Project and the project land there under

- Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said apartment (6) in accordance with the terms of these presents, duly completed by the date specified herein, or for any other reason; the promoter shall be liable, on demand to the allottee/s, in case the allottee/s wish/es to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate 2% without interest within 180 days.

- Before delivery of possession of the said apartment, the allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said apartment and about the quality of the construction work and specifications/amenities provided. Thereafter the allottee/s shall/will not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The allottee/s, after receiving the possession of the said apartment, has/ have to duly verify all that has been



handed over in this regard and if any kind of defect in respect of fixtures and fittings, doors, aluminium windows etc. is noticed in the said apartment, the allottee/s shall/will inform/intimate the promoter herein immediately and the promoter shall be the responsible to repair such defects at its own cost. The promoter shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the purchaser as to his/her/their satisfaction regarding the same.

- After the possession of the said apartment/ Project is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the allottee/s in co-operation with the other Allottee of the said apartments and/or the ultimate organization in the said Project at their own costs and the promoter shall not be in any manner liable or responsible for the same provided the promoter has duly discharged its duties in all aspects and that it is out of purview of the promoter duties and responsibilities under these presents.

- The promoter shall give possession of the said apartment to the allottee/s on or before the date prescribed herein above and on receiving all the dues payable by the allottee/s to the promoter, if any. The allottee/s hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the said apartment at such early date from the promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said apartment and all other amounts payable by the allottee/s in respect of the said apartment at such early date, in the event the promoter is able to expedite the development of the said apartment and handover the possession of the same at such early date.

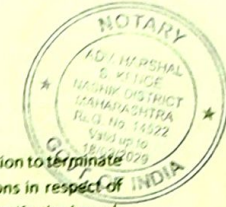
- The promoter may complete part portion or floor of the project and Page 12 obtain part occupancy certificate and give possession of the said apartment to the allottee/s hereof and the allottee/s shall/will not be entitled to raise any objection thereto. Upon the said apartment allottee/s taking possession of the said apartment (including the allottee/s taking possession of the said apartment) in such partly completed or portion or floor, the promoter or their agents or contractors shall carry on the remaining work with the allottee/s occupying his/her/their/its Apartment. The allottee/s shall/will not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

14. TIME IS ESSENCE :-

Time is essence for the promoter as well as the allottee/s. The promoter shall abide by the time schedule for completing the project and handing over the said apartment to the allottee/s after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the allottee/s shall/will make timely payments of the installment and other dues payable by his / her and meeting the other obligations under the Agreement.

15. TERMINATION OF AGREEMENT :-

Without prejudice to the right of the promoter to charge interest, on the allottee/s committing default in payment on due date of any amount due and payable by the allottee/s to the promoter under these presents (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment reminds, the promoter shall at his own option, may terminate these presents: provided that, promoter shall give notice of 15 days



in writing to the allottee/s, by address provided by the allottee/s, of his intention to terminate these presents 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/s 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 these presents, Provided further that upon termination of these presents as aforesaid, the promoter shall refund to the allottee/s (subject to adjustment and recovery of any administrative expenses and / or any other expenses incurred by the promoter for such unit as requested by the Allottee or any other amount which may be payable to the promoter) within a period of 30 days of the termination, the instalments of sale consideration of the said apartment which may till then have been paid by the allottee/s to the promoter and the promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the promoter shall not be considered as waiver of promoter's absolute right to terminate these presents.

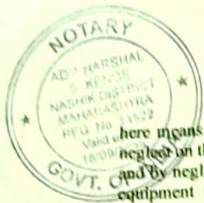
For whatsoever reason if the allottee/s herein, without any default or breach on his/her/their part, desire to terminate these presents / transaction in respect of the said apartment then, the allottee/s herein shall issue a prior written notice to the promoter as to the intention of the allottee/s and on such receipt of notice the promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate these presents the promoter shall issue a 15 days notice in writing calling upon him / her/ them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the allottee/s shall /will be entitled to receive the refund of consideration, subject to terms of these presents.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the promoter and Allottee/s herein terminated as started in sub- para 15.1 and 15.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the promoter and allottee/s/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

15.4 If the allottee/s wishes to cancel the Agreement due to reasons not attributable to the default of the promoter, then the promoter shall deduct 10% of the consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded. In the event of cancellation by the allottee/s, the promoter is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the allottee/s shall/will apply for refund at their own effort and cost.

16. DEFECT LIABILITY :-

That the allottee/s shall/will not carry out any alterations of whatsoever nature in the said apartment of Project and in specific the structure of the said apartment of the said Project which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the allottee/s shall/will not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the toilet which may result in seepage of the water. If any of such works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect



here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the promoter, and shall not mean defects caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, damage to electrical equipment due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature, etc. That it shall be the responsibility of the allottee/s to maintain his unit in a proper manner and take all due care need including but not limiting to the joints in the tiles in his apartment are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the promoter to the allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the apartment/ Project, and if the annual maintenance contracts are not done/renewed by the allottee/s, the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been concerned, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's fixtures and fittings, shall be maintained and converted by maintenance/warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the said apartments and the common Project amenities wherever Page 14 applicable. That the allottee/s has/have been made aware and that the allottee/s expressly agrees that the regular wear and tear of the unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure build of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of these presents.

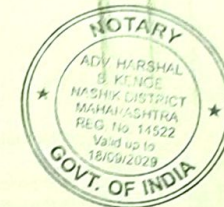
17. FORMATION OF ORGANISATION OF APARTMENT HOLDEERS :-

Considering the promoter herein carrying on the construction / development on the project land as aforesaid and further to have the maintenance of Project and common facilities more conveniently, there will be one APARTMENT Formation as per the provisions of the Maharashtra Apartment Ownership Act 1970. Hence, the allottee/s will have to purchase the said apartment under the scope and under the provision of said Apartment Declaration Deed.

The allottee/s along with other allottee/s of apartments in the building shall 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 said apartment and including the bye-laws of the proposed apartment and duly fill in, sign and return to the promoter within seven nowadays of the same being forwarded by the promoter to the allottee/s, so as to enable the promoter to register the common organization of Allottee.

18. CONVEYANCE OF THE SAID APARTMENT :-

The promoter, after receipt of final completion certificate and on receipt of complete amount of the price of the said apartment under the Agreement from the allottee/s, shall execute a Conveyance Deed and convey the title of the said apartment with 6(Six) months from and after obtaining the full and final completion certificate in respect of the entire Project. However, in case the allottee/s fail/s to deposit the stamp duty, registration charge and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the allottee/s authorize/s the promoter to withhold registration of the Conveyance Deed in his/her/their favour till full and final settlement of all dues, stamp duty & registration charges to the promoter is made by the allottee/s.



19. COMPLETION / OCCUPANCY CERTIFICATE :-

The promoter hereby assures to obtain all NOC's from various concerned government authorities and shall submit the file to the local authority for occupancy / completion certificate. However, if the local authority delays issuing the certificate beyond 21 days after submission of all the required documents/NOC's for occupation/completion, then same shall not be construed as delay on the part of the promoter in obtaining Occupancy/Completion Certificate.

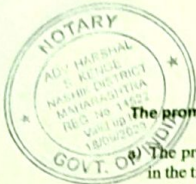
20. PAYMENT OF TAXES, CESSSES, OUTGOINGS, ETC:-

The allottee/s herein is well aware that, the GST etc is imposed/increased by the government and further at any time before or after execution of this Agreement any additional taxes/ duty/ 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 the State Government or by the local authority or by any revenue or other Authority, on the said apartment or these presents or the transaction herein, shall exclusively be paid/borne by the allottee/s. The allottee/s hereby, always indemnifies the promoter from all such levies, cost and consequences. Provided that the promoter shall provide to the allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

Within 15 days after notice in writing is given by the promoter to the allottee/s that the said apartment is ready for use and occupancy, the allottee/s shall/will be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said apartment) of outgoings in respect of the project land and Building 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, Infrastructure charges if applicable and all other expenses necessary and incidental to the management and maintenance of the project land and building as stated and defined as attached herewith in Schedule V. The allottee/s shall/will pay:- 1) Monthly maintenance charges as may be calculated by the office bearers of Apartment Association for meeting common expenses. 2) Apartment Formation Charges of ₹5,000/- (Rupees Five Thousand only). 3) Advocates Fees & Registration Charges of ₹20,000/- (Rupees Twenty Thousand only). 3) The allottee/s also pay additional amount ₹25,000/- for MSEB Meter Charges + Water Charges to the promoter. The deposit amounts received by the promoter for the common maintenance charges shall be handed over by the promoter to the association after deducting the expenses incurred till handing over Project to office bearers.

Not with standing anything contents stated herein above, the liability to pay nan the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the promoter, in such circumstances the promoter herein shall be entitled to recover the same from the allottee/s along with interests and Allottee/s herein shall pay the same to the promoter within stipulated period as may be informed by the promoter to the allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the promoter. The allottee/s herein with due-diligence has accepted the aforesaid condition.

21. REPRESENTATIONS & WARRANTIES OF THE PROMOTER :-



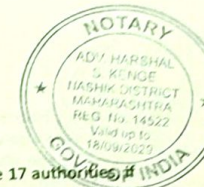
The promoter hereby represents and warrants to the allottee/s as follows:

- The promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to these presents **except the project loan of State Bank of India** and also has and has the requisite rights to carry out development upon the project land and also has the actual, physical and a legal possession of the project land for the implementation of the project; further State Bank of India issued **No Objection Certificate dt.** for the Sale of Subject Residential Property to present allottee **Mrs. Swity Bablu Thapa** and the copy of the same has been annexed to this present document.
- b) 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;
 - c) There are no encumbrances upon the project land or the project.
 - d) 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;
 - e) All drawings, sale plans, other drawings are as given to the promoter by the appointed Architect, Structural Consultants, other consultants, the promoter has thus disclosed the same to the allottee/s and the allottee/s is/are aware that professional liability have been undertaken by them individually with the promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee/s and based on these said details of the drawings and the calculations and areas shown, the allottee/s has/have agreed to take the said apartment.
 - f) All approvals, licenses and permits issued by the Competent authorities with respect to the project, and said building are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the 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 and common t areas;
 - g) The promoter has the right to enter into these presents and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the of Allottee created herein, may prejudicially be affected;
 - h) The promoter has not entered into any Agreement for sale with any person or party with respect to this Apartment in any manner, affecting the rights of Allottee under these presents;
 - i) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said apartment to the allottee/s in the manner contemplated in these presents;
 - j) No notice from the Government or any other local body or Authority or any p 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.

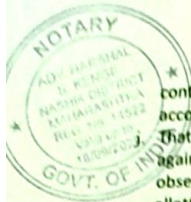
22. COVENANTS AS TO USE OF SAID APARTMENT :-

The allottee/s or himself/themselves with the intention to bring all persons into whosoever hands the said apartment may come, hereby covenants with the promoter as follows for the said apartment and also the said Project in which the said apartment is situated.

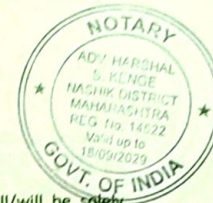
- a. To maintain the said apartment at the allottee/s' own cost in good and tenable repair and condition from the date that of possession of the said apartment is taken and shall not do or suffer to be done anything in or to the building in which the said apartment is situated in which may be against the rules, regulations or bye- laws or change/alter or make addition in or to the building in which the said apartment is situated and the said



- apartment itself or any part thereof without the consent of the local Page 17 authorities if required.
- b. Not to store in the said apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the wing in which the said apartment is situated or storing of such goods which are objected 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 wing in which the said apartment is situated, including entrances of the wing in which the said apartment is situated and in case any damage is caused to the wing in which the said apartment is situated or the said apartment on account of negligence or default of the allottee/s in this behalf, the allottee/s shall/will be liable for the consequences of the breach.
 - c. To carry out at his own cost all internal repairs to the said apartment and maintain the said apartment in the same condition, state and order in which it was delivered by the promoter to the allottee/s and shall not do or suffer to be done anything in or to the wing in which the said apartment is situated or the said 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/s committing any act in contravention of the above provision, the allottee/s shall/will be responsible and liable for the consequences thereof to the concerned local authority and/or other public Authority.
 - d. Not to demolish or cause to be demolished the said 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 said apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the wing in which the said apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 wing in which the said apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the said apartment without the prior written permission of the promoter and/or the Apartment as the case may be. After possession of the said apartment, the allottee/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, Projections, drainage lines, water lines, electrical lines, lift, power backups, pumps etc and to carry out necessary repairs as and when required.
 - e. 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;
 - f. 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 wing.
 - g. 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 said apartment by the allottee/s for any purposes other than for purpose for which it is sold.
 - h. The allottee/s shall/will not let, sub-let, transfer, assign or part with interest or benefit factor of these presents or part with the possession of the said apartment until all the dues payable by the Allottee to the promoter under this Agreement are fully paid up
 - i. The allottee/s shall/will observe and perform all the rules and regulations which the **ADITYA COMPLEX** 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 Project and the said 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/s shall/will also observe and perform all the stipulations and conditions laid down by the **ADITYA COMPLEX** regarding the occupancy and use of the said 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 these presents.
- That the allottee/s shall/will indemnify and keep indemnifying the promoter towards/ against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee/s.
- k. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant, the fees of which shall be mutually decided by and between the promoter and the allottee/s and the same shall be paid by mutually.
 - l. The allottee/s shall/will not use the premises for the industrial manufacturing purposes, work Apartment, auto garage, flour mill, printing press and liquor Apartment, bar apartment, massage centre, gambling house, classes, service apartment, hostel, group accommodation, lodging boarding or for any other immoral or illegal purposes. The allottee/s shall/will use the said apartment or any part thereof or permit the same to be used only for the valid commercial / Residential purpose.
 - m. The allottee/s shall/will not have his premises painted from outside by different colour than provided to the building nor the allottee/s shall/will change the elevation of the building. The allottee/s shall/will also not use additional windows, ventilators, opened other than already provided.
 - n. All the Owners of Apartments are restricted to display any such name board or any advertisement material beyond the height of their respective Apartments which will spoil the beauty of look of the elevation of project **ADITYA COMPLEX**. This restriction is as well applicable to other owners of the commercial units.
 - o. The allottee/s shall/will use the only said apartment agreed to be sold to him. No other areas shall be occupied by the allottee/s
 - p. Not to obstruct the development work for any reason and in any way.
 - q. Not to cause any nuisance to other Allottee/s and the promoter in any matter whatever.
 - r. No addition or alternation will be carried out in the said apartment/ Project without the consent from the local authorities.
 - s. The allottee/s is/are well aware that the promoter will construct wing/ Project based on Future Potential as mentioned. The allottee/s assures that after possession of the said apartment, he shall not cause any hindrance Page 19 obstruction/objection to the movement of men and machinery required to construct the future buildings.
 - t. The terrace/ balcony shall not be enclosed by the allottee/s till the permission in writing is obtained from the concerned local authority and the promoter or the Apartment as the case may be.
 - u. Construction of a loft and other civil changes done internally shall be at the risk and cost of the allottee/s, who shall not damage the basic R.C.C. structure. For that matter any changes done by the allottee/s which are not approved and which are not practicable and prudent shall be at the cost and risk of the said Allottee herein.
 - v. The allottee/s shall/will not demolish or cause to be demolished and is denied at any time to make any addition or alternation of whatsoever nature in or to the structure or construction of the said apartment.
 - w. All the unallotted terraces or open gardens/spaces/area etc shall remain exclusively owned by the promoter unless specially allotted to any unit Allottee and the allottee/s shall/will not object to the promoter for allotting or using the same in any manner as it may deem fit.
 - x. Not to lift any heavy material from the outside or put any kind of weight on the elevation features of the project (including mouldings, carvings, dummy columns, figurines, dummy beams, capitals etc.) which may be superimposed by the promoter for purpose of elevation. The allottee/s agree/s that no load, including human load shall be brought upon such features. If any such structural members or elevation features are mutilated or spoil by the allottee/s or anyone on their behalf or if any mishap occurs due to any weight being



- brought onto such elevation features of the project, the allottee/s shall/will be solely responsible for the same and shall be responsible for any such mishap and also for restoring the features to their original state at the cost of the allottee/s only.
- y. Allow unlimited access at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents of the promoter and/or the body or other Allottees to enter into the said premises or any part thereof to view and examine the state and condition thereof, to carry out repairs/maintenance etc.
 - z. Not to install split or window air conditioners in the said apartments/ at places so as to maintain the elevation and uniformity of the building. The allottee/s shall/will ensure that the water over flow from all air conditioners installed by the allottee/s are properly drained and no water overflow shall fall onto any premises below or in the compound of the project.
 - aa. Not to install/fix any grill or railing of the balconies, terraces or windows except with the written permission of the promoter. ab. Not to place any plants or pots on any external face, chhajja, parapet at any place in the project (unless provided for by the promoter) which shall be visible in the elevation, nor shall he/she shall water the plants/pots in any manner that may cause leakage or leave marks or stains on the paint of the project. If any leakage or leave marks or stains occurs on the paints of the project, due to violation of these conditions by the allottee/s or if any part of the building or paint is spilt by the allottee/s or anyone on their behalf or if any mishap occurs due to such actions, the allottee/s shall/will be solely responsible for the same; and shall also be responsible for damage due to any mishap and also for restoring the features and paint to its original state at cost of the allottee/s only.

23. NAME OF THE PROJECT :-

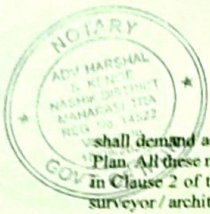
Not with standing anything contained anywhere in these presents, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project **ADITYA COMPLEX**. And further erect or affix promoter's name board at suitable places as decided by the promoter herein on a building and at the entrances of the scheme. The allottee/s in the said project of "**ADITYA COMPLEX**" are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of these presents.

24. ENTIRE AGREEMENT & RIGHT TO AMEND:-

These presents, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. These presents may only be amended through written consent of the Parties.

25. MEASUREMENT OF THE CARPET AREA OF SAID APARTMENT :-

In case the allottee/s or the promoter desires, the promoter shall confirm the final carpet area that has been allotted to the allottee/s after the construction of the project 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 these percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. 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/s. If there is any increase in the carpet area allotted to the allottee/s, the promoter



shall demand additional amount from the allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of these presents. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said apartment and submitting the said details.

26. PROVISIONS OF THESE PRESENTS APPLICABLE ON ALLOTTEE/S SUBSEQUENT ALLOTTEE/S:-

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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said apartment, in case of a transfer, as the said obligations go along with the said apartment for all intents and purposes. That the allottee/ss agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in these presents and for which no consideration is specially dispensed by the allottee/s to the promoter or the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the Page 21 promoter to the allottee/s for which consideration has been dispensed.

27. PROMOTER TO HAVE PARAMOUNT CHARGE TILL ALL AMOUNTS PAID:-

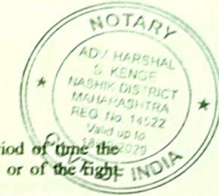
That the promoter shall have first and paramount necessary lien and first charge on the said apartment for all amounts that the allottee/s is/are liable to pay under these presents and the promoter shall be entitled to recover and receive the same from the allottee/s and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEES & LEGAL CHARGES :-

The allottee/purchaser herein shall/will bear and pay stamp duty and registration fees and all other incidental charges etc. In respect of these present and all other Agreements or any final Conveyance Deed which is to be executed by the promoter in favour of allottee/s. The allottee/s shall/will present these presents, duly stamped as per rules, at the proper registration office for registration within the time limit prescribed by the registration act and on intimation that the promoter will attend such office and admit execution thereof. The allottee/s hereby indemnifies the promoter against any liability towards stamp duty, registration charges and/or other claims/penalties that may be levied by any government Authority for non-payment or short payment of stamp duty or other charges upon execution of these presents.

29. WAIVER NOT A LIMITATION TO ENFORCE :-

The promoter may, at its sole option and discretion, without prejudice to its rights as set out in these presents, waive the breach by the allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee/s that exercise of discretion by the promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the promoter to exercise such discretion in the case of other Allottees.



Failure on the part of the promoter to enforce at any time, or for any period of time the provisions hereof, shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY :-

If any provision of these presents shall be determined to be void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of these presents 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 these presents shall remain valid and enforceable as applicable at the time of execution of these presents.

31. PLACE OF EXECUTION :-

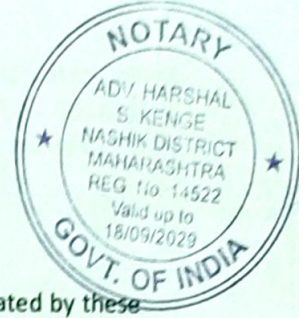
The execution of these presents shall be complete only upon its execution by the promoter through its authorized signatory at the promoter's Office and the promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence these presents shall be deemed to have been executed at Nashik.

32. OTHER CONDITIONS :-

- A. Whereas the allottee/s shall/will also be aware of the specifications and amenities to be provided by the promoter in the said Project and the same shall be as per the details attached and the specifications hereunder mentioned. That the promoter is only liable to provide the amenities which are mentioned in these presents. The sales representatives of the promoter have not given any verbal commitments to the allottee/s herein. The allottee/s confirms that he/she/they will not demand any changes of whatsoever nature in the said apartment/Unit/ Project which the allottee/s intends to book. The allottee/s herein is aware that the brochure provided by the promoter is a replica of the proposed Project and whereas the actual Project will be as natural as it should be.
- B. The allottee/s is/are aware that the promoter will be applying for water connection on behalf of the apartment to the Municipal Corporation after receiving Completion Certificate (as per rules of Nashik Municipal Corporation). However, the authority to sanction the application for waterlines lies with the Nashik Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned authorities shall be supplied as per daily schedule of Nashik Municipal Corporation and therefore the promoter shall not be held responsible for the supply of water or low pressure of water.
- C. The promoter assures that he would do all the necessary documentation for acquiring electricity connection which shall be provided by MSEDCL. The promoter herein assures that he would obtain the sanction regarding the same before possession. However, the allottee/s shall/will not have any objection if it gets delayed by whatsoever reason (i.e. technical reason, shortage of electric meters with MSEDCL etc.). If such situation occurs, the allottee/s herein is aware that he/she/they are required to obtain temporary connection from the meter of the promoter by installing submeter. It is hereby understood that the electricity charges for the same shall be borne by the allottee/s.
- D. The promoter herein is aware that he is required to provide drainage line to the apartment which shall be connected to drainage line of Nashik Municipal Corporation, and the same shall fall under the terms and conditions of Nashik Municipal Corporation. However, if the NMC drainage line is delayed due to any reason not attributable to the promoter or beyond its control, in such case the Promoter shall make necessary arrangements at the cost of the allottee/s.



- E. The allottee/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations of inclusion of new or additional rules as per RERA.
- F. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the said apartments in Project, all the powers, authorities and right of the accommodation to the allottee/s herein shall always be subject to the promoter's over all right to dispose of unsold Apartments and all other right thereon, it is specifically agreed between the parties hereto that for the unsold Apartments/tenements/units the promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be the promoter or the new incoming Allottee be liable and required to pay any Page 23 transfer charge, premium etc.
- G. The allottee/s authorize/s and empower the promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said apartment in the name of Allottee, municipal assessment of the said apartment in the name of Allottee. The allottee/s undertakes to bear all the expenses at actual for the same, as levied by the Competent Local authority for entire financial year even if the possession of the said apartment is taken later.
- H. The allottee/s understands that the works of the development and construction on the project land by the promoter may continue even after grant of possession of the said apartment to the allottee/s. The allottee/s shall/will not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.
- I. The allottee/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings etc. given by the promoter the 01 Collector/Corporation or any other Authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and allottee/s agrees that this Agreement is subject to the said terms and are also binding on him/her/them.
- J. If necessary, the allottee/s hereby irrevocably authorizes and empower the promoter to represent him before the concerned authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the promoter in this regard shall be binding on the allottee/s. The promoter shall represent the allottee/s to do all the necessary things in all the departments of the Nashik Municipal Corporation, Collector, Government, Semi- Government MSEDCL etc. and the same shall stand ratified and confirmed by the allottee/s's personal representation in the form of signature, the allottee/s shall/will sign the same and shall not withhold the same for any reason whatsoever.
- K. The allottee/s herein declares that in ADITYA COMPLEX Project, the promoter herein is providing amenities and common facilities in the project and it is specifically agreed between the parties hereto that, the promoter shall not be responsible after handing over of the units to buyers of the tenements, the "ADITYA COMPLEX" shall set its own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the promoter will not be responsible.
- 33. PROJECT FINANCE :-**
- a. The allottee/s hereby has accorded his/ her/ their irrevocable consent for the promoter to avail any project finance loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- b. The allottee/s may obtain finance from any bank/financial institution or any other source for purchase of the said apartment, but the allottee/s's obligation to purchase the said apartment pursuant to these presents shall not be contingent on the allottee/s ability or competency to obtain such finance and the allottee/s will remain bounded by the terms of these presents



34. NOTICES:-

That all notices to be served on the allottee/s and the promoter as contemplated by these presents shall be deemed to have been duly served if sent to the allottee/s or the promoter by Registered Post at their respective addresses specified below:

Name/s of Allottee/s	Mrs. Swity Bablu Thapa
Allottee/s' Address:	Behind Auto Skill Mission Mala, Sharanpur Road, Nahik.
Promoter's Name:	M/s Yash Constructions
Address:	7, Aditya Heights, Vanvihar Colony, Parijat Nagar, Nashik - 422007
Mobile No.	8856068945
Notified E-Mail ID	kulksudeep05@gmail.com

It shall be the duty of the allottee/s and the promoter to inform each other of any change in address subsequent to the execution of these presents 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/s, as the case may be.

35. JOINT ALLOTTEE/S:-

That in case there are Joint Allottees, they shall be considered as joint and severable Allottees for the purpose of these clauses in the Agreement and all communications shall be sent by the promoter to the allottee/se whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the allottee/ss.

36. GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India for the time being in force.

37. :- The allottee/s shall/will not demand partition of the said property i.e. the plot upon which the project is constructed or for the said apartment. However, the name of the allottee/s shall /will only be recorded in the Municipal Corporation record for the assessment of the houses taxes.

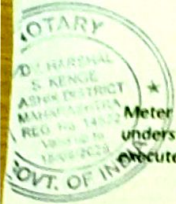
38. CONSENT:-

That the allottee/s has/have given his/her/their irrevocable consent to revise the Building Plan without affecting the area under this document.

39. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

40. The parking on ground floor of the project is common only for all residential and office units . The parking for the all Shop premises will be provided in front of Shop premises towards 36



Meter wide road. The allottee/s hereby declares that he/she/they has/have read and fully understood and agreed to the contents of these presents and thereafter the same has been executed by the allottee/s.

SCHEDULE-I
(DESCRIPTION OF THE SAID PROJECT LAND)

All that piece & parcel of immovable property being an area measuring 470.56 sq. Meters total area measuring 560.20 sq. Meters out of Plot No. 1 (one) out of Survey No. 56/2, situated at village Gangapur, Tal. Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and boundaries are as under...

On or towards:

East	: Plot No. 2
West	: 36 Meters D.P. Road
South	: 9.00 Meters Colony Road
North	: Survey No. 56/1 part

SCHEDULE-II

(DESCRIPTION OF THE SAID BUILDING IN WHICH THE SAID APARTMENT IS SITUATED)

From and out of the total Project Land as mentioned in the First Schedule, the said building is constructed/to be constructed in the name & style as 'ADITYA COMPLEX', consisting of Lower Ground + Upper Ground + Four Floors and boundaries are as per approved Building Plan....

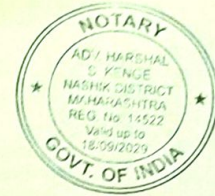
SCHEDULE-III

(DESCRIPTION OF THE SAID APARTMENT)

Upon the property mentioned in the Schedule-I herein above, constructed building structures of commercial project known in the name & style as 'ADITYA COMPLEX', from and out of the said building all that constructed premise having Flat No. 203 having carpet area measuring 41.22 sq. Meters, situated on the Second Floor, and boundaries are as under...

On or towards:

East	: Flat No.204
West	: Marginal Space
South	: Flat No.202
North	: Marginal Space.



SCHEDULE-IV

(THE NATURE, EXTENT & DESCRIPTION OF INTERNAL (Only For Residential Units) AS WELL AS EXTERNAL AMENITIES & SPECIFICATIONS)

R.C.C.

- 1) All R.C.C. work will be done with ISI grade cement and TMT - 500 Steel.
- 2) Frame Analysis for "Earthquake Resistant Structure" done while designing the building.

BRICK WORK

- 1) External walls will be 6" thick in brick masonry
- 2) Internal walls will be 4" with R.C.C. Patli for strengthening.

DOORS

- 1) All Doors frames will be of plywood with both side lamination
- 2) Moulded flush door.

WINDOWS

- 1) 3 track powder coating aluminium sliding windows with S.S. Mosquito Net.
- 2) M.S. Safety grill with 10 mm round bright bars.
- 3) Provide windows frame with granite.

BATHROOM

- 1) All plumbing work will be concealed type.
- 2) A branded hot & cold water mixer shall be provided in bathroom
- 3) Provision for geyser shall be done in bathroom
- 4) All type will be branded.

FLOORING

- 1) All rooms flooring will be 600 mm x 600 mm branded vitrified tiles.
- 2) Bathroom flooring will be anti-skid tiles of 12" x 12".
- 3) Glazed tiles upto 7' will be provided for bathroom & toilet of size 12" x 18".

PLASTER

- 1) External plaster double coat in rich cement mortar.
- 2) Internal plaster in rich cement mortar with neeru & patli finish.

KITCHEN

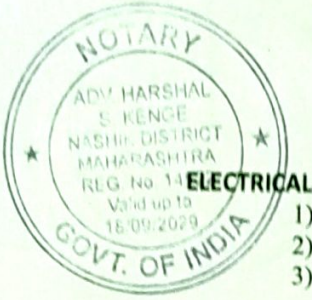
- 1) 8' granite kitchen otta with stainless steel shall be provided.
- 2) Glazed tiles of size 12" x 18" upto 7' will be provided in kitchen.

PAINT

- 1) External paint will be acrylic, fungus resistant paint.
- 2) Internal paint will be emulsion.
- 3) Windows grill and railing will be oil paint.
- 4) All paints will be in 2 coats lambi/putty and primer.

PARKING

- 1) Common parking for residential units and office units on lower ground floor.
- 2) Common Two wheeler parking for all shop in front of Shop No. 03 and 04 towards 36 meters road.



- ELECTRICAL**
- 1) Concealed electrification with telephone and cable point in hall
 - 2) Excellent quality wiring will be provided with branded switches.
 - 3) Branded lift with ARD

MISCELLANEOUS

- 1) Compound Wall and M.S. Gate will be provided for security.
- 2) Brick bat coba for water proofing and heat control shall be provided on terrace.
- 3) Ample overhead and underground storage tank for water shall be provided for the building.
- 4) Common Toilet will be provided to all Shops Premises.

IN WITNESS WHEREOF the parties have put their respective hands, sign's & Photo's on the day & year above written.

SIGNED, SEALED & DELIVERED BY WITHIN NAMED PROMOTER

M/s Yash Constructions, a partnership firm through its Partners

Sudip Kulkarni

1) Mr. Sudeep Sudhir Kulkarni

2) Mrs. Snehal Sudhir Kulkarni

Snehal Kulkarni

3) Miss. Tanmayi Sudhir Kulkarni

TSKulkarni

SIGNED, SEALED & DELIVERED BY WITHIN NAMED ALLOTTEE/S

स्वीट्याबलु थापा

स्वीट्याबलु थापा

Mrs. Swity Bablu Thapa.

In the presence of Witnesses

1) -----

2) -----

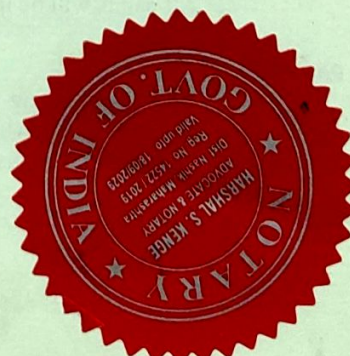
ATTESTED BY ME

[Signature]

HARSHAL S. KENGE

Advocate & Notary Govt. & India

GD 09 & 10, Back Side of Godavari Tea Stall, Thakkar Bazaar, Nashik



Parties are Identified by :- *Abhijeet Ganesh Patil*