

ZONE No.	:	
GOVT. Rate RS.	:-	/-
GOVT. VALUATION Rs.	:-	/-
CONSIDERATION Rs.	:-	/-
STAMP RS.	:-	/-
REGISTRATION FEES RS.	:-	/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of Constructed area made and executed on this ____ day of _____, in the year Two Thousand Seventeen at _____.

BETWEEN

Shree Krishna Constructions, A Partnership firm, having its registered office at – Unit No 1, Lal Sai Society, Development Area, Deolali Camp, Nashik (PAN- ABSFS7814H) represented by through its Partner **Mr. Shrichand Nagdev** , Age. 66 Years, Occ. Business, resident of Deolali Camp Nashik

Hereinafter referred to as the “ **PROMOTERS** ” [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present Partners for the time being and from time to time their successor or successors and heirs, executors and administrators of the last surviving Partners] of the **ONE PART**;

AND

Mr. Shrichand Gordhandas Nagdev

Age: 66 Years. Occ: Business

R/o: 1, Lalsai Society, Development Area

Deolali Camp, Tal & Dist Nashik

Hereinafter referred to as the “**Co-promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**

AND

Mr./Miss/Mrs.

Age: __ Years Occupation: _____

PAN: _____

R/o: _____

Hereinafter referred to as the **ALLOTTEE/S** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/ her /their heirs, legal representatives, executors and administrators, assigns] of the Third PART.

The Co-Promoter is the absolute owner of the property bearing **Plot No 1** admeasuring **Sq Mtrs** from and out of S No 308/A/2/1 lying and being at Village Pathardi and particularly described in the schedule I (hereinafter referred to as **the said property**) and the title of the Co-Promoter to the said property is free, clear and marketable and free from encumbrances.

2) The Co-Promoter purchased the said property from Mrs. Mohini Shamundar Jagtap registered at sr. no. 8623 on 17.12.2009.

3) The said property is from and out of larger land for which non-agricultural permission is issued by Upper Tahsildar N.A/SR/ 41/2002 dtd. 27.9.2004.

4) The said property is from and out of larger land for which layout is sanctioned by Asst. Director Town Planning Nashik Municipal Corporation vide order No. Nagar Rachana Vibhag/ Final / B-4/41 dtd. 15.9.2003

5) The Promoters and the Co-Promoter decided to develop the said property jointly and upon settlement of the terms and conditions executed a development agreement for Joint Venture duly registered at sr. no. 10300 on 6.10.2012. in the office of the Sub Registrar Nashik and the necessary stamp duty and registration charges are paid for the said agreement.

6) The promoters also purchased additional FSI for the construction of the building on the said property under a TDR Sale deed from M/s Happy Homes Developers and the said sale deed is duly registered at Sr. No. 9658 on 20.11.2012. The said TDR purchased is of D zone measuring 169 Sq. Mtrs. under the Development Right Certificate no. dtd.12/11/2012 out of S. no. 324/2A/1+324/2A/2+324/2B/46 of village Pathardi issued by Nashik Municipal Corporation. .

7) The Promoters have developed the said property particularly described in the Schedule I along with the TDR as purchased.

8) By Virtue of the aforesaid Development Agreement for Joint venture with the Co-Promoter, the Promoters have received the rights of development of the said property for constructing the building for residential use

9) The Promoters are constructing residential building upon the said property to be sold in the open market which building shall be multi storied comprising of Ground floor parking and 4 upper floors and the said project shall be named as **KRISHNA HEIGHTS**

10) The Promoters have appointed Mr. Vijay Sanap Architect and Structural Engineer and have entered into standard agreement.

11) The Promoters and the Co-Promoter submitted the plans for construction of the buildings and the town planning department of Nashik Municipal Corporation Nashik has issued **Building Permit and Commencement Certificate bearing no. LND/BP/ CD/ / /** dtd. . . .

12) The Promoters and the Co-Promoter have caused construction and if necessary shall obtain renewal of sanction issued by NMC for completing the development of said property as decided between the Promoters and Co-Promoter and also observe the terms and conditions as contained in the said sanction.

13) Registration of project under Real Estate [Regulation & Development] Act, 2016 has been done and registration number _____ has been granted to the present project on _____ and copy of the said approval is attached along with present agreement for sale. As per the declaration on the said approval, Promoters and Co Promoter have agreed to give possession of the premise until _____ and in case of force majeure until _____ and shall abide by the same along with every other condition mentioned therein.

14] The Promoters and the Co-Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters and the Co-Promoter regarding the Said Land on which Project is to be constructed have been completed.

15] The Allottee had applied for a Flat in the Project vide application no. _____ dated _____ and has been allotted flat no. _____ having carpet area of _____ square feet i.e _____ Sq. Mtrs, type _____, on _____ floor in Krishna Pride ("Building") along with share of _____ Sq. Ft _____ Sq Mtrs in common areas and facilities.

16] The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

17] The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

18] 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;

19] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter & Co-Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the premises described in Schedule II and the garage/closed parking (if applicable) as specified above and in Schedule II.

20] The Allottee/s demanded from the Promoters and the Promoters has given of inspection of all the documents as to title relating to the said property and the inspection of the development agreement for joint venture and along with all other related documents including approved plans, NA Permission, Title Certificate as required under the relevant provisions of Maharashtra Ownership of Flat (*Regulation of Promotion of Construction, Sale and Management And Transfer*) Act 1963 along with the Maharashtra Flat Ownership Act 1970 and the rules made thereunder,

21] The Allottee/s on inspection of the said documents is fully satisfied about the title of the Co-Promoter to the said property and the rights of the Promoters to develop the said property and construct the building.

22) The Allottee has accepted and agreed all the terms conditions as mentioned in this agreement and the Allottee assured and assures the Promoters and the Co-Promoter that the Allottee shall not raise objection with respect to the consent recorded in this agreement and shall not obstruct or cause obstruction for the completion of the project.

23) The Promoters and also the Co-Promoter are entering into agreement of like nature for the sale thereof upon the same terms conditions and restrictions as contained herein.

24) The Allottee, Promoters and the Co-Promoter are executing this agreement and submitting the same for registration and the Allottee has incurred all the expenses related of this agreement including stamp duty, registration fees and other charges as agreed.

NOW THEREFORE THIS AGREEMENT IS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter & Co Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat as specified in Schedule II;

The Total Price for the flat based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description): Block/Building/Tower no. ____ Apartment no. _____ Type _____ Floor _____ Rate of Apartment per square feet*

***Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc. along with garage/covered parking space.**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter & Co Promoter towards the flat;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter & Co Promoter by way of GST/ Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter & Co Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter & Co Promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter & Co Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter & Co Promoter shall provide to the Allottee 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;

(iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Nashik Municipal Corporation and/or any other increase in charges which may be levied or imposed by the Nashik Municipal Corporation from time to time. The Promoter & Co Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter & Co Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure B (“Payment Plan”)**, all the facilities to be provided is mentioned in **Annexure ‘C’**.

1.5 The Promoter & Co Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter & Co Promoter.

1.6 It is agreed that the Promoter & Co Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter & Co Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter & Co Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/ Completion certificate is granted by the Nashik Municipal Corporation, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter & Co Promoter. If there is any reduction in the carpet area within the defined limit then Promoter & Co Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the

date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter & Co Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter & Co Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the premise described in Schedule II;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter & Co Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter & Co Promoter and the Allottee agrees that the Flat along with ____ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with _____ [Please insert the name of the concerned competent authority] to be filed in accordance with the Real Estate (Regulation & Development), Act, 2016.

1.11 The Promoter & Co Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter & Co Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter & Co Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the premise described in Schedule II at the time of application the receipt of which the Promoter & Co Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter & Co Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT Subject to the terms of the Agreement and the Promoter & Co Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter & Co Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'Shree Krishna Constructions' payable at Nasik. Said payment shall be paid as per timeline described in Schedule III.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, 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 & Co Promoter with such permission, approvals which would enable the Promoter & Co Promoter to fulfill 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 understands and agrees that in the event of any failure on his/her 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.

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

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

5. TIME IS ESSENCE 1.13 Time is of essence for the Promoter & Co Promoter as well as the Allottee. The Promoter & Co Promoter shall abide by the time schedule for

completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter & Co Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the Nashik Municipal Corporation , as represented by the Promoter & Co Promoter. The Promoter & Co Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter & Co Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017. and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter & Co Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Flat: The Promoter & Co Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter & Co Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter & Co Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter & Co Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter & Co Promoter shall refund to the Allottee the entire amount received by the Promoter & Co Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter & Co Promoter and that the Promoter & Co Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter & Co Promoter, upon obtaining the occupancy certificate* from the Nashik Municipal Corporation shall offer in writing the possession of the Flat , to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter & Co Promoter shall give possession of the Flat to the Allottee. The Promoter & Co Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter & Co Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter & Co Promoter/association of allottees, as the case may be. The Promoter & Co Promoter on

its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Flat : Upon receiving a written intimation from the Promoter & Co Promoter as per clause 7.2, the Allottee shall take possession of the Flat from the Promoter & Co Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter & Co Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter & Co Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the Nashik Municipal Corporation , as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter & Co Promoter, the Promoter & Co Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter & Co Promoter to the allottee within 45 days of such cancellation.

7.6 Compensation – The Promoter & Co Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter & Co Promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter & Co Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter & Co Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER & CO PROMOTER The Promoter & Co Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter & Co Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter & Co Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;.

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter & Co Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

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

(vii) The Promoter & Co Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter & Co Promoter confirms that the Promoter & Co Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter & Co Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

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

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter & Co Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter & Co Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter & Co Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter & Co Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter & Co Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter & Co

Promoter as demanded by the Promoter & Co Promoter. If the Allottee stops making payments, the Promoter & Co Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter & Co Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter & Co Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for demands made by the Promoter & Co Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter & Co Promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 1 month after notice from the Promoter & Co Promoter in this regard, the Promoter & Co Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT The Promoter & Co Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter & Co Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter & Co Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT The Promoter & Co Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Flat.

12. DEFECT LIABILITY It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter & Co Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter & Co Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter & Co Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter & Co Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS The Promoter & Co Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Krishna Heights, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the shop or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the shop. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter & Co Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE The Allottee is entering into this Agreement for the allotment of Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in

particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any Nashik Municipal Corporation in respect of the Flat at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS** The Promoter & Co Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the Nashik Municipal Corporation --(ies) except for as provided in the Act.

19. **PROMOTER & CO PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter & Co Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat .

20. **APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)** The Promoter & Co Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and every other law in effect as of today. The Promoter & Co Promoter showing compliance of various laws/regulations as applicable in Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

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

22. **ENTIRE AGREEMENT** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES** It is clearly understood and so agreed by and between the Parties hereto

that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter & Co Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Promoter & Co Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter & Co Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter & Co 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.

26. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. USE OF PREMISES The Allottee admits that he/she/they shall use the premises for Residential purpose only and shall not utilize them for purposes such as maternity home, educational institute, classes, nursery, crèche, hotel, motor repair garage, liquor shop, bar, restaurant or any purpose that is in contravention of any legislation enacted by Government of Maharashtra or Union of India nor for storage of firecrackers, any inflammable substances or any substance that has been declared as illegal under any law enacted by Government of Maharashtra or Union of India.

30. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter & Co Promoter through its authorized signatory at the Promoter & Co Promoter's Office, or at some other place, which may be mutually agreed between the Promoter & Co Promoter and the Allottee, in Nasik and after the Agreement is duly executed by the Allottee and the Promoter & Co Promoter or simultaneously with the execution the said Agreement shall be registered

at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nasik.

31. NOTICES That all notices to be served on the Allottee and the Promoter & Co Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter & Co Promoter by Registered Post at their respective addresses specified below: _____Name of Allottee _____ (Allottee Address) M/s _____Promoter & Co Promoter name _____ (Promoter & Co Promoter Address) It shall be the duty of the Allottee and the Promoter & Co Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter & Co Promoter or the Allottee, as the case may be.

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

33. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

34. DISPUTE RESOLUTION All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

35. PAYMENT OF STAMP DUTY, REGISTRATION CHARGES AND OTHER EXPENSES - The charges relating to payment of stamp duty, registration charges and other expenses touching to this agreement and till final conveyance shall be paid and borne by the Allottee.

SCHEDULE - I

DESCRIPTION OF THE SAID PLOT PROPERTY REFERRED ABOVE

All that piece and parcel of property bearing Plot No. 1, measuring 422.68 Sq. Mtrs. out of S. no. 308/A/2/1 situated at Pathardi, within the limits of Municipal Corporation Nashik, which is bounded as -

East - 7.50 Mtrs. colony road
West - S. no. 308 B

South - 9 Mtrs. colony road
North - Plot no. 2

Together with right to use layout roads, common spaces in the said layout.

SCHEDULE II

DESCRIPTION OF THE SAID FLAT REFERRED ABOVE

A Residential unit in building named **Krishna Heights** being constructed on the Schedule I bearing Flat No. _____, on _____ (_____) Floor , in Building **Krishna Pride**, which is admeasuring Carpet area about _____ **Sq Mtrs.** alongwith right to use common areas. Together with right to use the common areas, lift and staircase in the said building.

The said premises is bounded as

East -
West -
South -
North -

ANNEXURE ‘A’ - FLOOR PLAN OF THE APARTMENT

ANNEXURE ‘B’ - PAYMENT PLAN BY THE ALLOTTEE

Stage of Work	Stage	Payment
At plinth	100 %	
RCC Work	100 %	
1 st Slab	100%	
2 nd Slab	100%	
3 rd Slab	100%	
4 th Slab	100 %	
Roof Slab	100%	
Tiling	100%	
Finishing	100 %	

Completion Awaited

ANNEXURE ‘C’ – SPECIFICATIONS OF AMENITIES OF THE SAID PREMISES

The building structure will be M-20 Grade RCC and Tested Steel construction with earth quake resistance

- 2. Internal wall 4 “ Thick and External walls 6 “ Thick, Internal walls shall have Neeru Furnish and External walls shall be sandfaced plaster.
- 3. Kitchen granite platform with inbuilt sink in color tiles.
- 4. Decorative Laminated Main Door and attractive fittings and other doors shall be laminated shutters .
- 5. Aluminum sliding windows with protective grills in Granite Frame .
- 6. Vetrified Flooring in all rooms.
- 7. Bathroom / Tolit shall have Glazed Tiles upto 7ft height.
- 8. All flats shall have common drainage system as per standered rules with septic tank provisions.
- 9. All flats will be painted inside with Emulsion Paint and external walls with Acrylic paint.
- 10. Common staircase will be provided with polished Shahabad and Kadappa on entire steps and mid-landings.
- 12. Building shall have brick wall compound.
- 13. Underground and overhead water storage tank.
- 14. Each room have adequate light points, stair case, common areas shall have proper lighting arrangements.
- 15. One Common Lift for ___ persons with battery backup.

SCHEDULE IV COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE BUILDING

- 1) The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes, if any, and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flats and main entrance, passages, landings and staircases, roofs of the building as enjoyed by the Purchaser or used by him in common as afore said.

- 2) The cost of clearing and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the Purchaser in common as aforesaid.
- 3) The costs of the decorating the exterior of the building.
- 4) The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by Promoters, Flat Association or Co Op Society to manage and look after the building.
- 5) The cost of maintenance of other lights and services charged.
- 6) Municipal and other taxes.
- 7) Insurance of the building.
- 8) Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
- 9) N. A. Tax after completion date of building.

ANNEXURE 'E' NATURE, EXTENT, DESCRIPTION OF COMMON AREAS AND FACILITIES

A. Common areas and facilities

1. Common Overhead & Underground water tank(s) pump(s), meter(s).
2. Common electric and water meter/s, Septic Tank/s.
3. Common Passages, Staircases, Lift, lift well/s, machine room/s, if provided.
4. Drainage, waterlines and electrical network.
- 5 Building Roof Terrace of the Building

B. Limited /Restricted areas and Facilities

- 1 Parking Spaces allotted to specific unit holders.
- 2 Terraces.
- 3 Open Spaces.
- 4 Generally all premises and facilities other than those mentioned in Schedule II.

The Promoter & Co Promoter reserves exclusive right to allot these restricted areas/facilities to any of the flat Allottee/s or retain them for its own benefit

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first hereinabove mentioned.

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED PROMOTER

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED ALLOTTEE/s

Name

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED CO PROMOTER

IN THE PRESENCE OF WITNESSES:-

1. _____

2. _____

RECEIPT

Wesay received **Rs.** _____/- **in words Rs.** _____ **only**
towards part payment from and out of the agreed consideration of the premises
described in schedule II above vide Cheque No _____ dtd _____ of
_____ Bank _____ Branch, for which separate
receipt is issued by Promoter & Co Promoter.

SIGNED, SEALED & DELIVERED
BY WITHIN NAMED PROMOTER

SIGNED, SEALED & DELIVERED
BY WITHIN NAMED CO PROMOTER
