|| SHRI ||

Zone No.	**-**	**1.3.15**
Government Rate Per Sq. Mtrs.	**- Rs.**	**……/-**
Government Valuation	**- Rs.**	**……/-**
Consideration Value	**- Rs.**	**……/-**
Stamp Duty	**- Rs.**	**……/-**
Registration Fees	**- Rs.**	**……/-**

AGREEMENT OF SALE

This Agreement of Sale made & executed on this …… day of the Month of July In the Christian year 2017 A.D. At Nashik.

BETWEEN

M/s. Radhe Developers, A Partnership Firm [Pan No.AASFR7543M], Through its Partners **1] Shri. Mansingh Laxmandas Chandwani,** Age - 53 years, Occupation- Agriculturist & Business, R/o. A/4, Chandrakiran Park, Govind Nagar, Nashik-422009, **2] Shri. Gurucharan Motiram Khareja,** Age - 54 years, Occupation- Agriculturist & Business, R/o. B-302, Rushiraj Heights, Nashik, hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the said Partnership Firm, its Partners for the time being constituting the said Partnership Firm, their executors, administrators, representatives and assigns) of the **ONE PART.**

AND

1] Shri. ……, Age – … years, Occupation –Business, [Pan No. ……], **2] Shri. ……,** Age – …. years, Occupation –Business, [Pan No. ……], Both R/o. ……Nashik-……., hereinafter referred to as **THE ALLOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include their heirs, executors, administrators, representatives and assigns) of the **OTHER PART.**

WHEREAS :

1. M/s. Radhe Developers a Partnership Firm through its Partners 1] Shri. Mansingh Laxmandas Chandwani & 2] Shri. Gurucharan Motiram Khareja (Hereinafter referred to as the Plot Owners & Promoters) are

seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing Revenue Survey No. 788/2, Plot No. 11/B admeasuring 1882.00 sq.mtr. assessed at N.A. assessment of Rs. 1242.12 Ps., situate, lying and being at Village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik (more particularly described in Schedule-I, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity). The aforesaid property has been purchased by the Promoters from Shri. Rajendra Ramchandra Bagad, Shri. Sunil Purushottam Gavande, Shri. Sunil Madhav Sawant, Shri. Sushil Suryakant Bagad, Shri. Vilas Ramchandra Bagad & Shri. Rohan Rajendra Bagad vide registered Sale Deed dtd. 15/09/2015 bearing Registration No.5520/2015 dtd.15/09/2015. In pursuance of execution of the said Sale Deed the name of the Promoters were entered into ownership column of the said property vide M.E. No. 98853.

2. **AND WHEREAS** layout plan of the said property has been finally approved by The Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik vide Order No. Nagarrachna Department/Final/ Cidco/B-3/13 dtd. 06/06/2012.

3. **AND WHEREAS** the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik bearing No. Maha/Desk-3/4/N.A.S.R./390/2008, dtd. 22/12/2008.

4. **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.

5. **AND WHEREAS** the Promoters have decided to construct multi-storied buildings consisting of various residential & commercial premises and the buildings shall be known as **GOVINDA HEIGHTS APARTMENT A & B Wing** (hereinafter referred as the said buildings) on the said property, consisting of residential flats, commercial shops, open parking spaces, covered parking spaces and such other premises

as per the approved building plans, with a view to sell the said premises therein on **OWNERSHIP BASIS** to the intending Allottees.

6. **AND WHEREAS** the Promoters have prepared building plan of the proposed buildings on the said property and got it sanctioned from the Nashik Municipal Corporation vide Commencement Certificate No. LND/BP/A-3/03/105, dtd. 06/05/2016. The Promoters have further revised the building plan and obtained Revised Building Permission from the Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik vide Commencement Certificate No. LND/BP/A-3/ 154/5571 dtd. 10/01/2017.

7. **AND WHEREAS** the title of the said property is clear, marketable and without any encumbrances and accordingly Title Certificate in respect of the said property has been issued by Adv. Nandkishor H. Lahoti of Nashik on 20/07/2016.

8. **AND WHEREAS**, the Promoters have at the request of the Allottees agreed to sell to the Allottees **Flat No. ..... admeasuring ..... sq. mtrs. equivalent to ..... sq. fts. net carpet area as per revised sanctioned building plan on the ..... Floor in Wing-....** out of the said building known as **GOVINDA HEIGHTS APARTMENT**. The Promoters have agreed to sale to the Allottees the said premises on the terms and conditions appearing hereunder.

9. The net carpet area as per revised sanctioned building plan shall mean and include floor area of all rooms including kitchen (excluding area under walls), floor area of all Bath/WC/Toilet/Passage etc. (excluding area under walls), floor area of balconies/ alternate terrace (excluding area under walls) and cupboard area.

10. The Allottees have understood the area calculation of the said flat i.e. net carpet area as per revised sanctioned building plan from the Promoters. The Allottees after understanding the area calculation of the said flat have decided to purchase the said flat from the Promoters. It is hereby specifically agreed between the parties to this Agreement that the measurement of the area of the said flat shall be

measured on the basis of net carpet area as per revised sanctioned building plan. The said net carpet area shall be measured jointly by the Promoters and the Allottees at the time of delivery of possession of the said flat.

11. **AND WHEREAS** the Allottees have seen all the documents relating to the title of the said property and also the Building permission, N.A. permission, Title Clearance Certificate, Building Plan of the said buildings and have satisfied themselves about the title of the Promoters to build the proposed building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the Promoters to construct and to sale the aforesaid premises the Allottees have decided to purchase the said premises from the Promoters on the terms and conditions appearing hereunder.
12. **AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
13. **AND WHEREAS** the Promoter is in possession of the project land.
14. **AND WHEREAS** the Promoter has proposed to construct on the project land a multi storied building consisting of 2 wings viz. A & B & having premises in each wing as under;

Wing No.	**Floor**	**Description of Premises with number**	**Carpet Area of Premises in Sq. Mtrs. as per sanctioned Building Plan**

15. **AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
16. **AND WHEREAS** the Promoter has registered the Project under the Provisions of the Act with the **Real Estate Regulatory Authority at ..... No. .....;** Authenticated copy is attached in Annexure 'F'.
17. **AND WHEREAS** the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawing of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
18. **AND WHEREAS** the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale consideration in respect thereof;
19. **AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri. Pankaj Jadhav & Structural Engineer

Shri. P. M. Bhore of Nashik and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made there under;

20. **AND WHEREAS** the authenticated copies of certificate of title issued by the Advocate of the Promoter, authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

21. **AND WHEREAS** the authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed hereto and marked as Annexure C-1.

22. **AND WHEREAS** the authenticated copies of the plans of the layout as proposed by the Promoter and accordingly to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

23. **AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Local Authority have been annexed and marked as Annexure 'D'.

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

25. **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed

by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

27. 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.

28. AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a **Sum of Rs. ……(Rupees …… only),** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

29. AND WHEREAS the Promoter has registered the project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Authority at ……. No. …….;

30. AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

31. AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/ Plot) and the garage/covered parking number …….

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS;

1) The Promoter shall construct the said building/s consisting of …….. basement and ground/stilt/……. Podium and ……. Upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

   a) Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alternation or addition required by any Government authorities or due to change in law.

      i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ……. of the type ……. of Carpet area admeasuring ……. sq. mtrs. on ……floor in the Building ……/Wing (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs. …… including Rs. ……. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

      ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. ……. situated at ……. Basement and/or stilt and/or ……podium being constructed in the layout for the consideration of Rs. ……../-

   b) The total aggregate consideration amount for the apartment including garages/covered parking space is thus Rs. ……../-.

   c) The Allottee has paid on or before execution of this Agreement a Sum of Rs. …… (Rupees …….. only) (not exceeding 10% of the total consideration) as advance payment or application fee and

hereby agrees to pay to the Promoter the balance amount of Rs. ……../- (Rupees …… only) in the following manner :-

i. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.

vii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the

Agreement of Sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. ……/- (Rupees …… only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

d) The Total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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

f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ……..% per annum for the period by which the respective installment has been proponed. 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.

g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details or the changes, if any, in the carpet

area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 as provided is clause 1(c) herein above. ("Payment Plan").

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

4) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interests as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

a) Without prejudice to the right of Promoter to charge interest in terms of mentioned above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

b) Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered A.D. at the address provided by the Allottee and mail at the E-Mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6) The Promoter shall give possession of the Apartment to the Allottee on or before …….day of ……20……. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the apartment with interest at the same rate as may be mentioned hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of ;

(i) War, Civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7) **PROCEDURE FOR TAKING POSSESSION :-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of this provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

a. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy;

b. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :-** Upon receiving a written intimation from the Promoter as mentioned hereinabove, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided mentioned hereinabove, such Allottee shall continue to be liable to pay maintenance charges as applicable.

c. It within a period of 5 years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of

workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8) The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/ shop/godown for carrying on any industry or business.. He shall use the garage or parking space only for purpose of keeping or parking vehicle owned by him.

9) The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

   a) The Promoter shall, within 3 months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Promoter in the said structure of the building or wing in which the said apartment is situated.

   b) The Promoter shall, within 3 months of registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the

all the right, title and interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.

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

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

i. Rs. ……../- for share money, application entrance fee of the Society or Limited Company.

ii. Rs. ……../- for formation and registration of the Society or Limited Company.

iii. Rs. ……../- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.

iv. Rs. ……../- for deposit towards provisional monthly contribution towards outgoing of Society or Limited Company.

v. Rs. ……../- for deposit towards water, electric and other utility and services connection charges.

11) The Allottee shall pay to the Promoter a sum of Rs. ……../- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said Society or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

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

13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

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

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

ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and

shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

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

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

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

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

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

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

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

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

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

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

vii. Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of society or limited company, the Allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

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

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

18) **BINDING EFFECT :-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt

by the Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

20) **RIGHT TO AMEND :-** This Agreement may only be amended through written consent of the parties.

21) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES :-** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules

and Regulations made there under or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.

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

25) **PLACE OF EXECUTION :-** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

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

27) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D.

and notified E-mail ID/Under Certificate of Posting at their respective address specified below;

Name of Allottee	1]
	2]
Address	
Notified E-Mail I.D.	
Promoters Name	**M/s. Radhe Developers,** A Partnership Firm [Pan No.AASFR7543M], Through its Partners
1]	**Shri. Mansingh Laxmandas Chandwani**
Address	A/4, Chandrakiran Park, Govind Nagar, Nashik-422009
Notified E-Mail I.D.	radhedevelopers5@gmail.com
2]	**Shri. Gurucharan Motiram Khareja**
Address	B-302, Rushiraj Heights, Nashik
Notified E-Mail I.D.	radhedevelopers5@gmail.com

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

29) **STAMP DUTY & REGISTRATION :-** The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

30) **DISPUTE RESOLUTION :-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31) **GOVERNING LAW :-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the civil courts will have the Jurisdiction for this Agreement.

SCHEDULE - I

Description of the said property referred to above.

All that piece and parcel of non-agricultural land bearing **Survey No. 788/2, Plot No.11/B admeasuring 1882.00 Sq. Mtrs.** assessed at N.A. assessment of Rs. 1242.12 Ps. situate, lying and being at **village Nashik,** Taluka & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and jointly bounded as under:-

On or towards the East : By Amenity Plot
On or towards the West : 12 mtrs. wide Road
On or towards the South : 7.5 mtrs. wide Road
On or towards the North : Plot No.11/A

SCHEDULE - II

Description of the said premises sold under this Agreement.

On the aforesaid property a building named as **"GOVINDA HEIGHTS APARTMENT"** is under construction, out of the said building **Wing-...** the premises of **Flat No. ..... admeasuring ..... sq. mtrs. equivalent to ..... sq. fts. net carpet area as per revised sanctioned building plan on the ..... Floor** and bounded as per sanctioned building plan.

SCHEDULE – III

LIST OF THE AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

1) **Structure:-** Earthquake resistant R.C.C. frame structure with Pile Foundation up-to-the Hard Strata for superior strength.
2) **Masonry/Brick Work:-** Good quality 6" thick brick work for all external walls & 4" thick brick work for all internal walls.
3) **Plaster Work:-** Double Layered sand-faced external plaster with smooth finished gypsum plaster with baking coat for internal walls.
4) **Flooring & Tiling Work:-** 32' x 32' good quality vitrified tiles in all rooms, 4" dado glazed tiles in kitchen and up-to lintel glazed tiles in all toilets with anti-skid tiles for floor.

5) **Kitchen:-** Granite kitchen platform; separate wet and dry service counter with good quality stainless steel sink.
6) **Window Frames:-** Granite Door frames for bath room, balconies and granite window sills (only bottom).
7) **Plumbing and Sanitary:-** Bathroom and toilets, concealed plumbing with jaguar or equivalent quality fittings and accessories.
8) **Doors and Windows:-** Decorative main door with quality fittings and night latch, waterproof flush door with quality fittings, powder coated sliding window with mosquito newt and safety grills.
9) **Electrification and Wiring:-** Concealed wiring with adequate light points, branded Polycab/ Finolex, wiring with LCB/ELCB of Anchor or equivalent quality.
10) **Paint Work :-** Emulsion paint on all internal walls and acrylics paints on all external walls finished by asian paints or equivalent quality.
11) **Podium Garden :-** Podium Garden with open green gym and children's play area.
12) **Lift :-** Lift with a capacity of 6 by Schindler/Kone with Battery Backup.
13) Designer Entrance Lobby/Multipurpose Hall.
14) **Security and Safety:-** Intercom Facility for each flat/fire fighting equipment.
15) 32 x 32 vitrified ceramic tills flooring for all rooms and passage.
16) Vitrified ceramic tiles skirting of 3" heights for all rooms and passages.
17) Antiskid ceramic tiles 1' x 1' flooring of bathroom, store & washing place, varanda coverd terrace, dressing balconies.
18) Standard quality of glazed tiles dado in toilet up to 1 ft. height and 4 ft. above kitchen platform.
19) Main door frame is of plywood wood and other door frames are of granite (without moulding).

20) Main door shutter will be of flush type laminate one night latch, peeping eye and all other door shutter will be of water proof flush type with laminate.
21) Aluminum windows anodize with plain glass and mosquito net and guard by M.S. grill
22) Concealed electrical work for 3 bed with 30 Nos. light point + 4 Nos. Power point + one bell point + one telephone point + one TV cable point to each flat & for 4BHK 50 light points + 6 Power Points.
23) Cooking platform of black granite top with built in steel sink of 13 ft.
24) External plaster painted with Tractor Emulsion paint. Internal plaster painted with luster paint.
25) All open terrace flooring shall be of china mosaic.
26) One common underground septic tank pump shall be provided for the building and water supply will be from overhead water tank only.
27) One common underground septic tank shall be provided and sanitary connection of each unit will connected to septic tank and then to municipal corporation drainage.
28) Concealed plumbing work with one C.P. Mixer cock with shower in each toilet + one C. P. cook in kitchen, W.C. & wash basin + one plumbing point in kitchen for purifier, flush tank shall be provided in each W.C. all sanitary items provided white colour only by well brand.
29) Lift will be provided with battery backup system (5 passenger).
30) Window sills are of Granite/ Marble 6" width only at bottom
31) Commercial shop premises door shutter of flush Door painting with OBD hardware fitting of good quality.
32) Common parking for each shop in ground floor.

IN WITNESS WHEREOF, THE PARTIES HERETO AND ON THE DUPLICATE HEREOF, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE DAY AND MONTH AND THE YEAR FIRST WRITTEN HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED **'Promoters'**
M/s. Radhe Developers
A Partnership Firm
Through its Partner
1] Shri. Mansingh Laxmandas Chandwani _____

2] Shri. Gurucharan Motiram Khareja _____

(Promoters)

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED **'Allottees'**
1] Mrs. ..... _____

2] Mr. ..... _____

(Allottees)

IN PRESENCE OF WITNESSES ;

1) _____ 2) _____