VILLAGE :-
ZONE NO. :-
AREA OF FLAT :-
GOVT RATE AS PER R.R. :-
CONSIDERATION RS. :-
GOVT VALUATION RS. :-
STAMP DUTY RS. :-
REGISTRATION FEES RS :-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of constructing tenement made & executed on this ----------th day of ---------- in the year Two Thousand Seventeen.

B E T W E E N

Mr.
Age - Occ -
Add –
Pan No.

Hereinafter referred to as the **ALLOTTEE.** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, executors, administrators, assigns, etc.) of the **ONE PART**.

AND

1. **Mr. Gangadhar Premraj Kabra**
   Age - 81, Occ - Retired

2. **Mrs. Seema Gangadhar Kabra**
   Age - 71 yrs., occ - Household
   Both Add - Flat No. 4, Kishorchandra
   Co. Op. Hsg. Society, Behind Ashwin Hotel,
   Canada Corner, Nashik

Hereinafter called as a **LAND OWNER / VENDOR / CO PROMOTER** (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include the said persons and their successors and assigns and right claiming through them. (Through the Developer Mr. Manoj Toshniwal / Power of Attorney Holder)

AND

Shri. Manoj Madhukar Toshniwal
Age- 45. Occ-Business
R/o. Flat No.2, Yashodeep Society,
Tilakwadi, Nashik-2
PAN NO. ACRPT 8019 R

Hereinafter called as a **DEVELOPER/ PROMOTER / CONSENTING PARTY/** (which expression shall unless it is

repugnant to the context or meaning thereof, mean and include the said persons and their successors and assignees and right claiming)

This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and RERA and the rules made thereunder / said Act and the rules made there under. (Hereinafter calls said to act as an MOFA)

WHEREAS

Details of the Ownership:-

The land bearing Survey No. 774+775/2/ Plot No 8 admeasuring 391.50 sq. mtrs. Situated at Nashik within the limits of Sub-Register – Nashik and within the limits of Nashik Municipal Corporation, hereinafter referred to as said land more specifically described in schedule I is owned by Mr. Gangadhar Premraj Kabra & Mrs. Seema Gangadhar Kabra.

The Land owner**, Mr. Gangadhar Premraj Kabra & Seema Gangadhar Kabra** vide **Development Agreement dated 09/12/2014** have decided to give to the Developer development rights and the right to sell herein on the terms and conditions mentioned in their said Agreement. Further the Land Owner has also executed the General Power of Attorney in favour of the Developer on dates 09/12/2014 to do or cause to be done the acts, deeds and things mentioned in the said Power of Attorney. Both this documents are duly registered at Sub - Registrar Nashik - 1 video Sr.No. 9441/2014 and 9442/2014 on dated

The Developers have decided to develop the said Land by constructing an ownership flats scheme in the name of "**KABRA HEIGHTS**".

The Developer has decided to form an Association of Apartments of all flat purchasers of the building.

The Allottee demanded from the Owner, and the Owner has given inspection to the Allottee of all the documents of title relating to the said land, and the plans/s, designs and specifications prepared by the aforesaid Architects of the Developer and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management

and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made hereunder;

Allottee has been provided by the Owner with copies of all documents necessary for verification of title and that, before the execution of the Agreement, the herewith and delineated and demarcated in red colour in Annexure "B" annexed hereto (hereinafter referred to as "the SAID FLAT)

The Purchaser is aware of the fact that the Developer / Owner has entered or will enter into similar and separate Agreements with several other purchasers, persons and parties in respect of flats. In the said building.

Details of the Development:-

The Promoter had obtained the following permissions for the development of the project. The promoter had taken following steps for development of the property.

i) N. A. Permission:-

The collector of Nashik has granted the permission to use of non-agricultural permission for the subject matter of the property on. 5-12-98 vide no. Mah./ Kaksha-3/ LNA/ 125/98

ii) Building permission:-

The Nashik Municipal Corporation has approved building plan concerning Plot No. 8 out of Sr.No. 774+775 /2 in favour of Mr Gangadhar Premraj Kabra & Mrs Seema Gangadhar Kabra vide Letter No. LND/BP/B-3/303/3100 dt. 3/12/2014 and granted the commencement certificate.

iii) The project is completed as per the Architect Certificate however promoter is in the process of applying for completion certificate from Competent Authority.

iv) Appointment of an expert:-

The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings, and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

The name of the Architect is M/s Ar. Abhijit Chaudhari Reg. No. Ca/2000/26421 And the name of the RCC consultant is Mr Ramesh Rampariya Reg. No. 69 dated 1/1/2016

v) Title Clearance Certificate:-

The promoter has appointed Adv. Subhash M. Bodke Reg. No. MAH-2443/2004 dated 15/07/2004 to investigate the title of the property and as per instruction; the Adv. Mr Subhash M. Bodke has investigated the title of the property and has granted the Title Clearance Certificate on 08/01/2015.

vi) Name of the project:-

The name of the project will be called "Kabra Heights".

4) **Allottee interested to purchase the said property**:-

i) The Allottee is interested in buying flat in "Fortune Avenue" after the verification of title and the process of development the allottee is agreed to purchase flat from the promoter on following terms and condition written hereunder:-

ii) As per Maharashtra 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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1) **Deal**:-

i) Offer and acceptance and description of flat:-

The allottee hereby agrees to purchase from the promoter, and the promoter hereby agrees to sell to the allottee a flat which is described in the Schedule – 4 (four) of the present agreement

ii) Price & mode & receipt of payment & time of possession:-

a) And the price of the flat is fixed by both parties and written on the schedule – 6 (Six) of the present agreement,

b) Schedule of payment and the amount received by the promoter and time of possession also written in the schedule-6 (Six) of the present agreement

As a consideration, this amount & consideration include the proportionate price of the common area of the Wing of respective flat.

c) The amount of consideration is correct accordingly present market rate and said the price has agreed by both the parties.

d) The Architect's & Charter Accountant's certificate regarding the stage of the development will be final and binding on all the parties.

e) The Total Price is escalation-free, save and except escalations/increases, due to increasing on account of development charges payable to the competent authority and any other increase

in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

f) 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.

iii) Area - Carpet,-

'Carpet area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation - For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or veranda, as the case may be which is appurtenant to the net usable area of an apartment, meant for the exclusive use of the allottee and 'exclusive open terrace area' means that area of the open terrace which is appurtenant to the net usable area of an apartment, meant for exclusive use of the allottee.

iv) **Taxes, Cess, and Charges to the Agreement, project:-**

The allottee hereby agreed that the allottee would be liable to pay all the taxes levied on at any time on the said flat, which include VAT, Municipal Taxes, N.A. Taxes, Service Tax, GST, any other taxes levied by Central or State Government or any other competent authority, Local Self Government, Planning Authority.

v) **Time is an essence of the Agreement.** :-

a) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided herein Schedule.

b) That the payment of the instalment mentioned in the schedule for due stage payment on demand note is the essence of the Agreement.

c) The flat allottee is under obligation to pay all consideration, maintenance charges, taxes or any other dues within time, timely payment of all the due is the essence of the Agreement as the promoter has already invested huge amount in land and construction, labour and skill and time for development, any default in payment of due amount by flat allottee is likely to cause adversely to the speed of project which ultimately causes financial loss and high inconvenience to other flat purchasers &

promoter and in urban area price of land, building material labour charges and rent on flat is rapidly increasing so non-payment of due amount by flat allottee will adversely affect on other flat allottee and promoter. Therefore, timely payment of the due amount is the most essence of the agreement.

3) **Temporary maintenance charges**:-

After the intimation given by the promoter to the flat allottee regarding that, the flat is ready for possession from that point of time the flat allotted will be liable to pay proportionate temporary maintenance charges (proportionate to the ready flat for possession) at least 1250/- Per month towards the common expenses and maintenance of the flat till the formation of management of the apartment.

Common expenses include following things:-

i) 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 allottee in common with other occupiers of other flats and the main entrance, passages, landings and staircases, terraces or roofs of the building as enjoyed by the allottee or used by him in common as aforesaid.

ii) The cost of cleaning and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the allottee in common as aforesaid.

iii) The costs of the Common water & electricity bills.

iv) The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by the

promoter, association to manage and look after the building.

v) The costs of maintenance of other lights and services charged.

vi) The cost of maintenance of lift (AMC), its machinery, & backup facility.

vii) Costs of maintenance of other areas as mentioned in the clause.

viii) Such other expenses as are necessary or incidental to the maintenance and upkeep of the building.

ix) N. A. Tax after completion of the building.

Stages/schedule of payment and time of payment is the essence of the agreement.

4) The Promoter and allottee had agreed on various things, the details of the said things written in the following way in respective schedules.

The Promoter & allottee hereby agreed on following things:-

Schedule – 1 (One): - The property written in the Schedule – 1 is the whole property on which the promoter is intended to develop and built the said project. The said project is called as a "Kabra Heights."

Schedule-2 (Two): - The allottee will have right use the common area along with other flat allottee mentioned in the Schedule-2 (two)

Schedule-3 (Three): - The promoter will have right use the reserve the area mentioned in the Schedule-3 (Three) of the present agreement.

Schedule – 4 (Four): - The allottee will have right as per agreement on flat mentioned in the schedule - 4 (Four) of the present agreement

Schedule – 5 (Five): - The allottee will have right to use amenities mentioned in the Schedule – 5 (Five)

Schedule – 6 (Six): - The price of the apartment, schedule of payment and details of amounts paid and time of possession mentioned in the schedule - 6 (Six) of the present agreement

The promoter will have right to add built extra construction by obtaining the extra FSI from elsewhere. If such right is exercised by the promoter of that event, the new flat allottee will join to the present flat allottee as undivided co-owner base on his holding in construction. Moreover, the ratio of the ownership of present flat allottee will be changed accordingly.

5) **The title of the property**:-

The promoter hereby declares & undertakes asunder:-

i. The Promoter has a clear and marketable title concerning the project land; as declared in the title report separately given to allottee before the present agreement. A promoter 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 of the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities on 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 development agreement or any other agreement/arrangement with any person or party on the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall hand over 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 penalties and other outgoings, whatsoever, payable concerning 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.

xii. There are no Estate Duty, Wealth Tax, Income Tax, sales tax or other taxation in appearing and proceedings, whether for recovery or otherwise initiated by any taxation authorities and pending before any authority whereby the rights of the Promoters in respect of the said property is affected.

xiii) That there is no outstanding notice or other order or intimation issued by the Government or the Municipal Corporation of Nashik or any other public body in respect of any acquisition or requisition of the said property or by part thereof.

xiv) The promoter has also entered a similar agreement for sale with the other prospective buyer of the flat.

6) **Redevelopment, TDR & Additional development:-**

a) The Promoter has reserve rights in the area mentioned in the schedule -3 (Three) called Reserve rights, area. The promoter will be entitled to use the reserve area in the following manner:-

b) The promoter had purchased the extra FSI for to erect an additional construction over the present

proposed building and the process of revising plan is under process. The allottee has received the copy of the said proposed revised plan and has no objection to approve the said and construct accordingly.

c) The promoter may obtain the additional area for other source or if the planning authority grant the additional FSI to the present project in that event the promoter will have absolute ownership right over said FSI and will be entitled to deal with the said FSI as an owner and will be entitled to erect the additional construction in reserve area. The further promoter will be entitled to use the reserve area for the Erection of the holding, mobile tower or any other commercial & business purpose. For additional development of the project or any other residential or commercial purpose Will have right to use change in the building and layout plan which includes Shifting the location of the building, open space, internal roads, position of dust bins, transformer plinths, pluming stations etc. adding new floor buildings by adding new floors/ buildings etc .of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the promoter Further if the promoter. Is required to make necessary changes in the plan as per the directed by competent authority by law for this all event. The flat allottee at this moment gave irrevocable consent to the promoter to exercise rights above.

d) The promoter will not change the area of the flat of the allottee In that event, the allottee of the additional new flats will be joining the present allottee as the undivided co-owner of the said project.

7) **Further Rights and Obligation & Declaration of the flat purchaser**:-

1) Documents and Title verification: - The flat allottee had already received the documents mentioned as per the MOFA Act and had verified all the relevant documents and satisfied himself regarding the title of the property and terms and condition of the permission granted by competent authority for the development of the project and documents related to the title. The flat purchasers at this moment assured that he has understood all the contents of the documents and has acknowledged that the said content will be binding on him. The flat allottee will be entitled to get an extra copy of the documents by paying necessary charges.

2) Stamp duty and Registration: - The allottee has agreed to pay the stamp duty, registration charges and all other relevant charges mentioned in the clauses above. The promoter will sign the present Agreement and will hand over to the allottee for registration. The allottee has accepted the responsibilities to lodge the present agreement for registration by applying the relevant rules. The promoter at this moment accepts that with prior intimation promoter will remain present in the office of the sub - registrar of Nasik to execute the document before the Sub-Registrar.

3) Receipt of consideration: -The flat allottee will be entitled to get a receipt of the amount paid to the promoter; the flat allottee hereby undertakes to pay all the consideration through bill of exchange only, no cash will be accepted in any manner. In any case, the claim of the cash paid and receipt not received will not be entertained in any manner.

4) Loan facility: - The flat purchasers will be entitled to offer the said flat as a mortgage to the financial entity to obtain the loan to pay the consideration of the said flat to the promoter. The financial entity or institution must pay the amount of the loan

directly to the promoter only. In no case, the amount will be paid to the flat purchaser. The promoter will have a first charge/lien over the flat respect to the due amount of consideration from the flat allottee and there will be the second charge of the financial institution or entity concerning the amount of loan.

5) The flat allottee is under obligation to become the member of the society/apartment/company of the flat allottee and abide the rules made by them time to time.

6) The flat allottee shall use the said flat prudently and defined in the approved building plan, and permission & will not be entitled to use other than the purpose and object permitted by the competent authority.

a) The flat allottee shall keep the said flat good tenantable condition by his cost and shall not make any changes or permanent alteration in any manner, which damage the basic structure of the building and shall not keep any hazardous goods or any things, which affect the safety and securities of the building. And will not act or make any omission which will prejudice the terms and condition of the insurance policy on the building

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.

b) The flat allottee will not throw any dirt, rubbish, rags, garbage in the project,

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.

c) The flat allotted shall under the supervision of the promoter or his architect and form prescribed by them can erect the Chimani hanging telephone, telex wire, any gadgets that require external wire cables lines dish antenna by the prudent manner, which will not affect the beautification of the building and conveyance of the other.

d) The flat allottee will not be entitled to cover or enclose the parking area

e) The flat allottee will not be entitled to alienate, transfer any person without written permission of the promoter before final conveyance and without paying the administrative expenses of the promoter.

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.

7) The approximate area of the flat is written in the present agreement. Up to 5% of the area difference may occur during the process of the

construction in that event the agreed area, and the price ratio as a whole will be compared, and accordingly the consideration will be increased or decreased as per the change in the area, the allottee hereby undertakes to pay the increase amount and will be entitled to receive the amount if the area is decrees.

8) The flat holder agrees and undertakes to sign all the necessary documents required for the formation and / or registration of an Apartment or any other body that may be formed by the Flat holders, signing and execution of the aforesaid documents by the flat holder shall be a condition precedent for occupation of the said flat by the flat holder.

9) That the flat holder shall at no time demand partition of his / her interest in said land and the building in any part thereof, if being hereby agreed and declared by the flat holder that his /her interest in the said land and building is impartible, and it is agreed that the promoter shall not be liable to execute any assignment or any other document in respect of the said flat in favour of the flat holder.

10) That the flat holder will join and form or any other incorporated body as the promoter may decide and the flat holder agrees to join such limited company or an incorporated body. On formation of the co-operative housing society of limited company or incorporated body or after completion of the building and on receipt by the promoter of the full consideration for all the flat / shop / garage the promoter shall transfer and assign all other right, title and interest in the said land and the building thereon in favour of the said cooperative housing society or limited company or incorporated body, as the case may be, free from all encumbrances. The attorney's or advocate of the promoter shall prepare the documents of transfer of the said property. All the costs and expenses in connection

with formation and / or registration of a co-operative housing society or limited company or incorporated body as well as the costs of preparing, embossing and stamping the assignment, transfer required to be executed by the builder as well as the attorneys or advocates charges for preparing of approving such documents shall be borne and paid by the flat – holders and / or members of such co-operative housing society, limited company or incorporated body. In the constitution of the said entity, rights of the promoter and the allottee written in the present agreement will be protected as written as it is.

11) The promoter has entered into the present agreement. If the said rates are increasing more than 5% (Five percent) and that is certified by the architect of the project, then that will be binding on the both the parties in that event the flat allottee will liable to pay the said amount as an escalation of the cost.

12) The allottee will have right to use the allotted parking mentioned Further allottee will not have a right to use a parking area other than allotted to him and of other wings

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

14) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in

the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and other public authority.

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

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

17) 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 elite for any purposes other than for the purpose for which it is sold.

18) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the

Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

19) 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.

20) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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.

8) **The Promoter hereby states, declare and confirm asunder**: -

a) The promoter will convey the title of the property subject to keeping his right reserve in the said project mentioned in the reserve area of the schedule – 5 (Five) of the present agreement as and when the promoter gets the completion certificate of the project.

b) The promoter would be entitled to withhold the essential services of the flat before the final

conveyance of the project if the flat allottee after getting the possession refused to pay the maintenance charges.

c) The promoter will be entitled to appoint an agency for maintenance of the further project promoter will be entitled to assign its rights to any person without disturbing the right of the flat purchaser.

d) The Promoter will be entitled to keep unsold flat with him till the said flat is transferred to the prospective buyer and as long as if the said flat is not in use, the promoter is not liable to pay any type of maintenance charges for the said flat.

e) The Promoter is empowered to change the Architect, RCC Consultant, Advocate & any other contractor and agency's related to the project at any time.

f) The promoter is empowered to administer the parking allotment and will allot the parking to the flat purchasers and may change it as deemed fit. Said administration is made in the interest of flat purchaser.

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

9) **Possession**:-

A) The Promoter shall give possession of the Apartment to the Allottee as mentioned in the schedule-5 (Five) of the agreement. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the

Apartment with interest at the same rate as may mentioned in the agreement 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 a reasonable extension of time for giving delivery of Apartment on the date above if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or any act of God or any prohibitory order of any court against the development of property of property
(ii) Any notice, order, rule, notification of the Government and other public or competent authority/court.
(iii) Reasons beyond the control of the Promoters as provided under section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s or

B) **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/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in the case of failure of the fulfilment of any of the provisions, formalities, documentation on the 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 seven days of receiving the occupancy certificate of the Project.

C) 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:

D) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause in agreement, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in a clause in the agreement, such Allottee shall continue to be liable to pay maintenance charges as applicable.

E) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

10) The Allottee shall use the Apartment or any part thereof, or permit the same to be used only for the purpose of residence for carrying on any industry or business. He shall use the garage or parking space only for the purpose of keeping or parking a vehicle and use as assigned in the approved plan.

11) The Allottee along with other allottee(s)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 organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and 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.

1) The Promoter shall, within three 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
2) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners of the project land on which the building with multiple wings or buildings are constructed.\
3) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. To the Society or Limited Company is formed and the said

structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 12,000/- (In words Rs. Twelve Thousands only) per year 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 for the structure of the building or wing the deposits above (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.

12) The Allottee shall pay to the Promoter a sum of Rs. 5000/- (In words Rs. Five Thousand only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bylaws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

14) **Breach of Agreement by parties and consequences of that**:-

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

Without prejudice to the right of promoter to charge interest in terms of clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale

consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

16) **BINDING EFFECT** :-

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

17) **ENTIRE AGREEMENT** :-

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

18) **RIGHT TO AMEND** :-

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

19) **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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

20) **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.

21) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** :-

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

22) **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.

23) **PLACE OF EXECUTION** :-

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

24) The Allottee and 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.

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

Name of Allottee
(Allottee's Address)
Notified Email ID:_____
M/s Promoter name
(Promoter Address)
Notified Email ID: _____

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

26) **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 provide for all intents and purposes to consider as properly served on all the Allottees.

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

28) **GOVERNING LAW** :-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced by the laws of India for the time being in force and the Nashik courts only will have the jurisdiction for this Agreement

DESCRIPTION OF PROPERTY
SCHEDULE - 1
(WHOLE PROPERTY)

All that piece and parcel of N.A. out of Survey No. 774+775/2, Plot No. 8 admeasuring 391.50 Sq. mtrs. Situated within the limits of Nashik Municipal Corporation (NMC) and within the limits of Taluka & District Nashik which is bounded as under -

On towards East	:-	7.5 meters. Road
On towards West	:-	Plot No. 7
On towards North	:-	Plot No.15 & S. No. 775/1b
On towards South	:-	Plot No. 9

SCHEDULE - 2
(DETAILS OF COMMON AREAS TO BE UTILISED BY FLAT PURCHASER)

1) Terrace 2) Lobbies, 3) Parapet wall,5) staircase 6) Passages 7) 9)lift and lift room, 10) water storage,11) common drainage, 12) common septic tank, 13) water, electric line, 14) power back up, 15) underground and overhead water tank , 6) Electric meters, wiring connected to common line lift and pumps,

SCHEDULE - 3
DETAILS OF THE RESERVE AREA KEPT BY THE PROMOTER

1)) under stilt & different parking spaces, 2) Open spaces open space around the building, 3) Restricted And Reserve area & limited common areas and facilities, 4) Future rights to construct the building, Redevelopment rights, Right to additional construction over the project and building.

SCHEDULE - 4
(FLAT AGREED TO BE SOLD TO THE ALLOTTEE BY PROMOTER THROUGH PRESENT AGREEMENT)

The premises of Residential Flat in "**KABRA HEIGHTS**" bearing No. ------ **(----------)**, on the **---------- floor**, Having carpet area **-------** sq. Feet i.e.**-------** Sq. Mtrs A flat is bounded as shown below: -

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

Details for the Stamp & Registration:-

VILLAGE :-
ZONE NO. :-
AREA OF FLAT :-
GOVT RATE AS PER R.R. :-

CONSIDERATION RS. :-
GOVT VALUATION RS. :-
STAMP DUTY RS. :-
REGISTRATION FEES RS :-

SCHEDULE – 5

(DETAILS OF THE AMENITIES IN THE FLAT)

- RCC Frame Structure
- Walls : External 6" thick brick masonry
  Internal 4" thick brick masonry
- Plaster : External walls in Sand faced Plaster and internal walls neeru finish.
- Flooring : 2' x 2' Vitrified Flooring in all room's
- Kitchen : Granite Kitchen Platform with steel sink with 4' height glazed tile dado.
- Electrification : Concealed wiring with modular switches
- Toilet : Ceramic Flooring with 7' height glazed tile dado
- Plumbing : Concealed plumbing with hot and cold mixer.
- Doors : Laminated wooden doors frames & Flush Doors.
- Windows : Powder coated aluminum sliding windows with mosquito net & safety grill.
- Painting : External paint shall be acrylic cement paint/aggretate / texture plaster and internal shall be Distemper paint.
- Adequate parking space will be provided
- Lift with power backup

SCHEDULE – 6
(DETAILS OF PRICE OF THE FLAT AND SCHEDULE OF PAYMENT & RECEIPT OF PAYMENT & TIME OF POSSESSION)

1) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat / Apartment (Described in the Schedule-4 of the agreement) for the consideration of Rs. including Rs. Being

As a consideration, this amount & consideration include the proportionate price of the common area of the Wing of respective flat.

Following things excluded from consideration above and allottee will have to pay more than consideration above:-The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) All the expenses stamp duty, the registration fee for this agreement and the final deed of the apartment.
Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for a proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

(vii) One time compulsory deposit
Without interest for maintenance
of the building and common
Amenities
Rs. Twenty-Five Thousand only Rs. 25,000/-

2) <u>Stages/schedule of payment</u>

The allottee hereby undertakes to pay the amount of consideration in the following manner:-

	%
The Allottee has paid on or before the execution of this Agreement a sum of Rs _____ (Rupees _____ only) (not exceeding	95

95% of the total consideration) as construction is complete and as and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	5 %

3) The promoter has received the following amount of consideration of agreement from the flat purchaser. The details of payment are as under:-

Particulars	**Amount** In rupees
The purchaser has paid Rupees -------- only vide Cheque No. ------- of ----- Bank dated ------	
The purchaser has paid Rupees ----- only video Cheque No. -------- of ------ Bank dated ------	
Total Rupees ---------- Only	

The promoter hereby acknowledges and give a receipt of that the promoter has received the amount of **Rs. -----/- (In words -------- only)** and the flat purchaser hereby undertakes that he will pay the remaining amount of due within time as stipulated.

4) Time of Possession of the flat

---------- months from date of present agreement subject to terms and conditions of agrrement

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

SIGNED, SEALED AND DELIVERED }

BY THE WITHIN NAMED }
THE ALLOTTEE }
---------- }_____

SIGNED, SEALED AND DELIVERED }
BY THE WITHIN NAMED }
THE VENDORS / COPROMOTER }
HEREINBEFORE STATED. }
MR. MANOJ MADHUKAR TOSHNIWAL } ----------
For himself and as a Power of Attorney for }
Land owners/CO PROMOTER }
Mr. Gangadhar Kabra & }
Mrs. Seema Gangadhar Kabra }

IN THE PRESENCE OF WITNESSES: -

1) _____ _____

2) _____ _____