Zone No. – 1.2.11
Final Plot No. 261 (T.P.S.-II)
Rate of Flat per sq.mtr. Rs. /-
Carpet Area of Flat sq.mtr.
Valuation of Flat Rs. /-
Rate of Parking Area per sq.mtr. Rs. /-
Parking Area sq.mtr.
Valuation of Parking Area Rs. /-
Total Valuation Rs. /-
Consideration of Flat Rs. /-
Stamp Rs. /-
Registration Fees Rs. /-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made at Nashik on this day of in the Christian Year Two Thousand Seventeen.

BETWEEN

M/s. Shilp Buildcon, (PAN: ACKFS 5734 R)
a partnership firm through its Partner Shri. Manish Ratnapal Shah, Age- 46 years, Occ. Business, R/at- 27, Saivihar Complex, Station Road, Kalyan (W.), Dist. Thane-421301. Hereinafter referred to as the "Promoter" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the said partnership firm, its time being partners, their heirs executors, representatives, administrators, assigns, etc.) of the First Part;

AND

Mr. ----------, Age- years, Occ.- --------,
PAN
R/at: ----------

Hereinafter referred to as The Allottee/Purchaser (which expression shall mean and include **his** legal heirs,

successors, representatives, executors, administrator, assigns etc.) of the Second Part;

WHEREAS the property mentioned in Schedule-First hereinbelow bearing Plot No.7 admeasuring 713.49 sq. mtrs. out of land bearing Survey No.646/ 7B/ 1/1A/2/3 and having City Survey No. 6859/4 and Plot No. 6859/4 and having Final Plot No. 261 of T.P.S. No.-II, lying and being at village Nashik, within the limits of Nashik Municipal Corporation, Nashik, is owned by 1.Mr.Shrikant Hiralal Soni, 2.Mr. Rohil Bhupendrakumar Shah, 3.Mr.Romil Bhupendrakumar Shah. (Hereinafter referred to as the "Owners" for the sake of brevity). The Owners have purchased the said plot from Mr. Kavasseri Ramkrishnan Ananthanarayanan and Mrs.Geeta Ananthanarayanan vide Sale Deed dtd. 15/10/2013, which is duly stamped and registered at the office of Joint Sub-Registrar Class-II, Nashik-4 at Document Serial No. 11620/2013 on 15/10/2013. Accordingly the name of the Owners are mutated in the revenue record vide Mutation Entry No. 91067 duly certified on 13/11/2013.

AND WHEREAS the said plot No. 7 of Survey No. 646/7B/1/1A/2/3, is converted to Non-Agriculture use for Residential purpose vide Order No. LNA.SR.6/1966 Nashik dtd. 9/4/1966 from Collector of Nashik.

AND WHEREAS by an Agreement dtd. 21st day of October 2013 Power of Attorney dtd. 21st day of October 2013 executed between 1.Mr.Shrikant Hiralal Soni, 2.Mr. Rohil Bhupendrakumar Shah, 3.Mr.Romil Bhupendrakumar Shah. (hereinafter referred to as the Owners) of the one part and the Promoter of the other part (hereinafter referred to as the Development Agreement) the owners granted to the Promoter development rights to the piece or parcel of

freehold land lying and being at village Nashik in the registration Sub District of Nashik, admeasuring 713.49 sq. mtrs. or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as the project land) and to construct thereon building in accordance with the terms, conditions and consideration contained in the Development Agreement/Power of Attorney. In pursuance of aforesaid Agreement the said owners have handed over vacant and peaceful possession of said plot/project land to the promoter with the necessary rights, powers and authorities to develop and to sale the apartments/flats and other premises constructed thereon as the promoter and/or their nominees/assignees may deem feet;

AND WHEREAS the said Owners have also executed the Supplimentary Agreement in favour of Promoter on 20/5/2016 stating therein that it would not be henceforth necessary for the Promoter to obtained signatures of the owners as Confirming Party for sale of flats/constructed and other areas.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the Promoter has proposed to construct on the project land a building consisting of **ground (parking and four upper floors** consisting of Sixteen Apartments/Flats.

AND WHEREAS the Allottee is offered an Apartment/Flat bearing No. ___ on the ____ floor, (hereinafter referred to as the said Apartment) in Vastu Shilp Apartment (hereinafter

referred to as the said building) being constructed by the Promoter.

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;

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';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of said Development Agreement and Power of Attorney the promoter alone has the sole and exclusive right to develop the said project land/plot and sell the apartments/flats to be constructed by the promoter on the said project land/plot and to enter into sale agreement/s with the Allottee/s, purchaser/s of the apartments/flats and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architect** Shri. Yogesh Pachorkar 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 thereunder. After the Allotee enquiry, the promoter herein has requested to the Allotee to carry out independent searth by appointing his/her own attorney/advocate and to ask any queries, he/she has regarding the marketable title and rights and

authorities of the promoter. The Allotee has satisfied himself/herself in respect of marketable title and rights and authorities of the promoter herein and the Allotee has verified the same, however as on date there is no any court litigation, injunction or prohibitory order for alienation of the constructed premises from and out of the said project and the Allottee has also satisfied himself about title of the owner and promoter to the said property, rights of the promoter to develop the said project and to allot and sell the said premises. That the Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building and the said land thereunder.

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 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.

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.

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by

the allotee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

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 and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREAS while sanctioning the said plans the Nashik Municipal Corporation 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 shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ____ on ____ floor situated in the building being constructed in the said Project.

AND WHEREAS the carpet area of the said Apartments is ____ sq.mtr. and carpet area means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the

Allotte, but includes the area covered by the internal partition walls of the Apartment.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rs. _____ 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 admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building consisting of **ground (parking and four upper floors** on the project land in accordance with the plans, designs and specifications as approved by the Nashik Municipal Corporation from time to time.

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

2. (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of carpet area admeasuring ..... sq.mtrs. situated on ..... floor in the **Vastu Shilp Apartment** (hereinafter referred to as the Apartment/the said premises and more particularly described in the **Second Scheduled**) as shown in the

   floor plan thereof hereto annexed 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 Third Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities)

(b) The Allottee has paid on or before execution of this Agreement a sum of Rs. ……. (Rs. ……. only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. ……. (Rs. ……. only) in the following manner:

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

ii) Amount of Rs. ……. (Rs. ……. 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. ……. (Rs. ……. only) (not exceeding 70% 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.

iv) Amount of Rs. ……. (Rs. ……. 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. ……. (Rs. ……. 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. ……. (Rs. ……. 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. ……. (Rs. …… 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. ……. (Rs. …… 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.

(c) 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.

The Allottee herein is well aware that and it is expressly agreed by and between the parties hereto that, the Allottee agree/s to bear and pay the Goods and Services Tax (GST) as applicable on the present transaction of transfer and sale of the said premises by the Promoter to the Allottee.

If at any time, after execution of this agreement the Central Government/ State government/ Local authoirity/ Revenue Authority/ any other authority /

any court/ Judicial authority/ quasi judicial authority by way of any Statute/ rule/ regulation notification / order/judgment/ executive power etc. levies any tax/ duty/charges/premium/levies/cess/surcharge/demand s/welfare fund or any fund/betterment tax/ sales tax/ transfer tax/turnover tax/ works contract tax/penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Apartment/Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid all demanded alongwith the Acts/ Rules/Notifications togetherwith dates from which such taxes/levies etc. Have been imposed or become effective;

(d) The total price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on

the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payment. The Promoter may charge the Allottee separately for any upgradation/changes specifically requested or approved by the Allottee in fittings , fixtures and specifications and any other facility which

have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment 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.

(f) The Promoter shall confirm the final carpet area, balcony/sitout area and terrace area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess

amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said premises and submitting the said details.

(g) 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.

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

3.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and

meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this Agreement herein above.

3.3 The Promoter hereby declares that the floor space index available as on date in respect of the project **land is .....** sq.mtrs. only and Promoter has planned to utilize floor space index of 230.00 sq.mtrs. 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 of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the floor **space index of .....** sq.mtrs. 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. The Allottee further agrees and undertakes that the Allottee (or being a member of the said association) shall not claim over the balance FSI/TDR or future FSI/TDR available to the said project land in future and the Promoter shall have right to use such balance FSI/TDR or future FSI/TDR in the other properties .

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay,

till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any

amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in the **Third Schedule** hereinunder written and the Allottee confirms that the Promoter shall not be liable to provided any other

specifications, fixtures, fittings and amenities in the said Apartment. It is further expressly agreed by and between the parties hereto that the water supply thrugh the water connections shall be subject to availability from the Nashik Municipal Corporaton. And the Allottee is made aware and expressly agrees herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Allottee shall have to pay for the water charges either by tanker or any other form.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2018** if the Promoter fails or neglects to give possession of Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in **the clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of

building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Non availability of steel, cement, other building material, water or electric supply .

(iv) Delaly or default in payment of instalment or dues by the Allottee.

(v) Delaly by local authority in issuing or granting necessary completion certificate or occupation certificate.

(vi) Any other circumstances beyond the controal of the Promoter or force mageure.

(vii) Delay in grant of any NOC/permission/license/ connection installation of any services such as elevators, electricity and water connections and meters to the project/apartment/premises/road etc. or completion certificate from any appropriate authority.

7.1 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days 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 if failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

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

7.3 Failure of Allottee to take possession of Apartment: Upon receiving a written intimation from the Promoter as per **clause 7.1**, 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 **clause 7.1** such Allottee shall continue to be liable to pay maintenance charges, property tax, electricity charges and any other expenses and out going in respect of said Apartment and Promoter shall not be liable for the said charges.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee bring to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments 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. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically

shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.

7.5 The Allottee having taken possession of the said apartment shall confirm having checked all specifications, fixtures, fittings as listed out in **Third Schedule** and confirm that there is no defect in the said apartment. The Allottee shall not in future raise and object of claim of any nature whatsoever in that behalf against the Promoter.

8. The Allottee shall use the Apartment or any part thereof or permit the the same to be used only for purpose of **Residence** and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. The Allottee hereby indemnifies the promoter against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibilty of the Allottee and any consequences arising there from shall be borne by the Allottee alone. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or 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 Allotee, 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/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.

9.1 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, Association or Limited Company all the right, title and the interest of the **Original Owner/Promoter** in the said structure of the building or wing in which the said Apartment is situated.

9.2 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 the expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society, Association 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 Allotee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. ____/-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance 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 :-

A] Rs. ____/- for share money, application entrance fee of the Society or Association or Limited Company/ Federation/Apex body.

B] Rs. _____/- for formation and registration of the Society or Association or Limited Company/Federation/Apex body.

C] Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Association or Limited Company/Federation/apex body.

D] Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Association or Limited Company/Federation/Apex body.

E] Rs. _____/- for deposit towards water, electric and other utility and services connection charges.

F] Rs. _____/- for deposits of electrical receiving and sub station provided in layout.

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at-law/Advocates of the Promoter in connection with

formation of the said Society or Association or Limited Company, or Apex body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. The above mentioned amounts are subject to GST and the Allottee agrees and undertakes to pay all the above amount alongwith GST thereupon as and when demanded by the promoter.

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 Prompter, the Allotee's share of stamp duty and registration charges payable, by the said Society or Association 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 Allottee's share of stamp duty and registration charges payable, by the said Association or Apex body of Federation 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 Association or Apex body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i] The plots owners have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and the 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 with respect to the project land or project except those disclosed in the title report;

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

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

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

viii] The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the

said Apartment to the Allottee in the manner contemplated in this Agreement;

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

x] The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i] To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall

not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

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

iv] Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto

in good 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 of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

viii] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are

imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix] The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of 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 Association 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 Apartment therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Association / 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 the Agreement.

xi] Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/ Association / 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 Association or 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 in to 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 the 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/ Association / Limited Company or other body and until the project land is transferred to the Association / Apex Body / Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any

such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT:

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

the parties in regard to the said apartment/plot/ building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

It 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 the 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 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 Alloottee and 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 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 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 the Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee as the case may be.

28. JOINT ALLOTTEES

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

29. Loans from Financial Institution/Bank :

a) It is mutually agreed between the parties that in case the Allotee intends to avail housing loan from Banks/Financial Institutions for payment of instalments

of the sale consideration as set out hereinabove, the same may be availed on the basis that no right or interest of the promoter under this agreement is affected on accont of finance being obtained by the Allotee. The promoter shall not be responsible in any manner whatsoever if any bank/finacial institution refuses to

finance the said premises on any ground or revokes the loan already granted.

b) As a modality for obtaining finance, the banks/financeal institution may require the promoter to give its no objection to the same. The promoter agrees that it shall give by the bank/financial institution that right of recovery of its dues is subservient to promoter's right for payment of consideration on sale of said premises due from the Allotee and that the promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the promoter's dues. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allotee shall not make such refusal/delay an excuse for non-payment of any instalments/dues to promoter within stipulated time as per the payment plan.

c) It is mutually agreed between the parties that the promoter shall not liable for repayment of loan amount or any part thereof availed by the Allotee. All costs associated with procuremet of loan amount shall be borne by the Allotee alone.

d) Notwithstanding any arrangement between the Allotee and bank/financial institution, if any amount, including but not limited to cess, levies, fees, depostits, outgoing and maintenance charges, property taxes, GST, works contract tax etc, remains un-paid/oustanding at any stage then in that event the right of the Bank/Financial Institution shall remain subservient to the rights of the promoter and the promoter shall have the first charge

on the said premises and/or the premises for the un-paid/outstanding amount including interest thereon.

e) The Allotee shall indemnify and keep indemnified the promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the promoter and its successors and

assigns may suffer or incur by reason of any action that such bank/financial institutuon may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allotee of the terms and conditions governing the said loan in respect of the said apartment.

f) In case of any finacing arrangement entered by the Allotee with any financial intitiution with respect to the purchase of the said apartment, the Allotee undertakes to direct such finacnial intitution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to promoter thorough an account payee cheque/demand draft drawn.

g) No other responsibility of the Owner/Promoter :
The promoter herein has not undertaken any responsibility nor the promoter has agreed anything with the Allotee orally or otherwise and there is no implied agreement or covenant on the part of the promoter, other than the terms and conditions expressly provided under this agreement.

30. Stamp Duty and Registration :- The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

31. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. 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 Nashik courts will have the jurisdiction for this Agreement.

The Allotee declares hereby that he has read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allotee.

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

SCHEDULE - I OF THE SAID PROPERTY
REFERRED TO ABOVE

All the piece and parcel of the land bearing Plot No. 7, admeasuring 713.49 sq.mtrs. assessed at Rs.132.40 ps., out of Revenue Survey No. 646/7B/1/1A/2/3, corresponding to City Survey No. 6859/4, plot No.6859/4 and having Final Plot No. 261 of T.P.S.-II , situated at Nashik, within the limits of Nashik Municipal Corporation, Nashik, which is bounded as under:-

On or towards East :- By 6 mtr. wide colony road
On or towards West :- By open space of the layout
On or towards South :- By Survey No. 646/7B/1/ 1B/1 (Gupta wadi)
On or towards North :- By plot No. 1 of Survey No. 646/7B/1/1A

SCHEDULE - II OF THE SAID PREMISES
REFERRED TO ABOVE

The premises of Flat bearing No. __ **[____]** having carpet area _____ sq.ft. equivalent to _____ sq.mtr. consisting of _____ situated on ____ floor in Vastu Shilp

Apartment building, which is constructing on Plot described in Schedule-I above. The said Flat is bounded as under :-

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

SCHEDULE - III

SPECIFICATION & AMENITIES

1. Vetrified tiles flooring with skirting
2. Galzed tile flooring for Toilets with Dado
3. Galzed tile Dado above Kitchen platform
4. Granite Kitchen Platform
5. Powder coated aliminium sliding windows.
6. Oil bound distemper for internal walls
7. Elevator with Battary backup

8. Bore well
9. Four wheeler alloted parking area.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

1) _____

2) _____

At _____ on _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

_____

(Authorized Signatory) Witnesses

In the presence of WITNESSES:

1. Name _____
   Signature

2. Name _____
   Signature

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address : _____

Date : ___/___/_____.

No.

Re. :

Title Report

Details of the Title Report

The Schedule above referred to

(Description of property)

Place :

Dated : ___/___/_____ day of _____ 20____.

(Signed)

Signature of Attorney at Law/Advocate

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/ Lessor/ Original Owner/ Promoter to the project land).

ANNEXURE-C-1

(Authenticated copies of the plan of the Layout as approved by the concerned Local Authority).

ANNEXURE-C-2

(Authenticated copies of the plan of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project).

ANNEXURE-D

(Authenticated copies of the plans and specification of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE-E

(Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rs. ..... on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.