

at Sr. No. 348 on 12-1-2018 and the vendor/Promoter has prepared a building plan by amalgamating both the plots and by using the TDR which is duly approved by the Nashik Municipal Corporation under commencement certificate No. LND/BP/ Anandwalli/ DCR/0144/ 2017/40 Dated 6-2-2018 and the Vendor/ Promoter has commenced the construction of the building, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the promoters have accrued the title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

AND WHEREAS the Promoter is entitled to construct buildings on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the Promoter has commenced the construction of a building on the project land Consisting of Ground floor for parking and first to five upper floor as per approved building plan for residential purpose.

AND WHEREAS the vendor has decided to develop the said property by constructing an ownership flats building in the name of **SHIVANSH HEIGHTS APARTMENT** which consists of residential units.

AND WHEREAS the Allottee is offered an Apartment /Flat number _____ on the _____ Floor, (herein after referred to as the said "Apartment") in _____ **APARTMENT** (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule written hereunder.

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 appointed a structural Engineer **Mr. Satish Dnyaneshwar Galkwad** for the preparation of the structural design and drawings of the buildings, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

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 under No. _____ on _____.**

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate **Shri Subodh M. Shah** of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the promoter has decided to subject the property to the provisions of Apartment Ownership Act and as such the promoter shall form the

READY RECKNER CHART NO. 5.5

RATE RS. 34,600/- PER SQ.MTR.

CARPET AREA OF FLAT _____ SQ. MTRS. and usable area of Balconies _____ Sq. Mtrs.

AREA OF PARKING _____ SQ. MTRS.

CONSIDERATION RS. _____

MARKET VALUE RS. _____

STAMP RS. _____ - + 1% SURCHARGE RS. _____ - =

TOTAL AMOUNTING TO RS. _____

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on this _____ day of JUNE 2018.

BETWEEN

M/S. SHREERAM BUILDERS AND DEVELOPERS, (PAN ADBFS 5247 D), A Partnership Firm through its PARTNER [1] MR. VAIBHAV SUBHASH PUND, Age 27 Years, Occupation Business, R/o. Bhaktidham, Row House No. 4, Mangalmurti Nagar, Chehedl Shiv, Nashik Road, Nashik [2] MR. RAHUL BHAGWAN DAFTARE, Age 22 Years, Occupation Business, R/o. Siddhivinayak Garden, Veer Savarkar Chouk, Old Cidco, Nashik 422 009. Hereinafter referred to as the VENDOR/PROMOTER (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the FIRST PART.

AND

MR. _____,
Age _____ Years, Occupation _____
PAN - _____
R/o. _____

Hereinafter referred to as the "PURCHASER/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

WHEREAS the vendor/Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Village Anandvalli, Tal. Dist. Nashik, more particularly described in the first schedule written hereunder.

AND WHEREAS the vendor /Promoter has purchased Plot No. 28 from the previous owner Mr. Satish Sandeep Bhosale and Mr. Vishwas Narayan Mandlik by sale deed dated 23-11-2017 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 7760 on 23-11-2017 and name of the vendor is mutated in the owners column of the record of rights.

AND WHEREAS the vendor /Promoter has purchased Plot No. 31 from the previous owner Mr. Vishwas Narayan Mandlik and Kavita Eknath Vetal by sale deed dated 23-11-2017 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 7759 on 23-11-2017 and name of the vendor is mutated in the owners column of the record of rights.

AND WHEREAS the vendor/Promoter has absolute right to develop said property by constructing a building thereon and enter into agreement of sale of the tenements to the prospective purchaser at the price and the terms and conditions as the vendor/Promoter may deem fit and proper.

AND WHEREAS the vendor has purchased TDR of 306.66 Sq. Mtrs. from DRC No. 774 Dated 16-8-2017 from Mr. Prathamesh Vivek Gangurde by sale deed dated 11-1-2018 which is duly registered at the office of Sub Registrar, Nashik 5

association of apartment owners by registering the declaration of apartment as per the provisions of apartment ownership act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by the allottee.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the building is proposed is annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority are annexed hereto.

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the vendor/promoter has informed the purchasers that though the building plan is approved by Nashik Municipal Corporation on the basis of the area of the said property and the TDR purchased consisting of Ground for parking and five upper Floors by using the TDR available on the said property, the vendor /promoter intends to take all the benefits as may be made available on the said property for additional construction in view of the new DC rules applicable and as such the vendor / promoter shall be entitled to revise and amend the building plan and in such case additional floors as may be sanctioned by Nashik Municipal Corporation and as such all the benefits of the said additional floors or construction as may be made available on the said property to the vendor /promoter and the vendor/promoter shall have rights to construct such additional floors or otherwise as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose off the same and as such the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the purchaser /allottees for amendment of the building plan of the area, location and size of the apartment of the purchaser /allottees is adversely affected.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. ____ on the _____ Floor in the building **SHIVANSH HEIGHTS APARTMENT**.

AND WHEREAS the carpet area of the said Apartment is _____ Sq. Mtrs. and usable area of Open Balcony + Terrace Adjoining to the said flat and "carpet area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony / Varandah appurtenant to the said Apartment for exclusive use of the Allottee and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, 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. _____** - (Rupees _____ only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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. Notwithstanding anything stated in any other document/ allotment letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter / vendor.

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 as described herein after.

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

1. **CONSTRUCTION OF PROJECT / APARTMENT** - The Promoter shall initially construct the said building/s **consisting of ground floor as parking and Five upper Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present and as may be made available by the Nashik Municipal Corporation by using and utilizing additional FSI as may be made available by local authority. 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 additions required by any Govt. Authorities or due to change in law.
2. **CONSIDERATION, PRICE OF THE SAID APARTMENT -**
 - 2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. _____ On _____ Floor admeasuring _____ Sq. Mtrs. and usable area of Enclosed Balconies + Open Balcony + Double Height Terrace + Open Terrace Adjoining to the said flat** hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. _____** and 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 Schedule annexed herewith.
 - 2.2 The Allottee has paid on or before execution of this agreement a sum of **Rs. _____** - (Rupees _____ only) in the following manner:

Rs. _____ only received from the purchaser by Cheque No. _____ drawn on _____ Bank, Dated _____.

Rs. _____ only received from the
purchaser by Cheque No. _____ drawn on
_____ Bank, Dated _____.

Rs. _____

2.3 The promoter hereby agrees to pay the balance amount of Rs. _____ (Rupees _____ only) in the following manner:-

[1] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of plinth of the building in which the said apartment is located.

[2] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the first slab of the building in which the said Apartment is located.

[3] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the second slab of the building in which the said Apartment is located.

[4] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the third slab of the building in which the said Apartment is located.

[5] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the fourth slab of the building in which the said Apartment is located.

[6] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the fifth slab of the building in which the said Apartment is located.

[7] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the sixth slab of the building in which the said Apartment is located.

[8] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the block work / brick work of the building in which the said Apartment is located.

[9] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of the external of the building in which the said Apartment is located.

[10] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of internal plaster of the building in which the said Apartment is located.

[11] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of flooring of the building in which the said Apartment is located.

[12] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of colouring and electrical fitting of the building in which the said Apartment is located.

[13] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of plumbing work of the building in which the said Apartment is located.

[14] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of terrace water proofing, doors and windows of the building in which the said Apartment is located.

[15] Rs. _____ (Rs. _____ Only) to be paid to the Promoter on completion of lift and water pumps of the building in which the said Apartment is located.

[16] 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.

(ii) The promoter hereby agrees to allot and the allottee agrees to the said allotment of the parking space No. _____ as approved by the Nashik Municipal Corporation in the approved building plan.

2.6 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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.

2.7 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 payments. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.

2.8 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as the Promoter and allottee may decide for the period by which the respective installment has been preponed.

2.9 The Promoter shall confirm the final carpet area before giving possession of the flat 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 before giving the possession to the purchaser. 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.

3. **MODE OF PAYMENT -**

Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c payee cheque/ demand draft or online payment(as applicable) in favour of **M/s. SHREERAM BUILDERS AND DEVELOPERS payable at Nashik.**