

Index No. **19.9 PATHARDI**

Flat Rate 29,500/- Per Sq.mtrs.

Flat Carpet Area _____ sq.mtrs

Flat Valuation Rs.

Open Balconies Rate **29500x40%= 11800/-**

Open Balconies area _____ sq.mtrs.

Balconies Valaution

Total Valuation Rs.

Consideration Rs.

Stamp Rs.

R/f Rs.

AGREEMENT OF SALE

This Agreement of Sale is made & executed at Nashik on this----- day of ----- in the year Two Thousand and **NINETEEN BETWEEN**

YOGESHWAR REALTY THROUGH PARTENERS MR. MADHUBHAI BABUBHAI KOTHIYA PAN CARD NO.AABFY9186A Age 50 years, Occu. Business R/at. SSA 35 SHRIKRUSHNA KRUPA, BEHIND CRIME BRANNCN ASHWIN NAGAR CIDCO NASHIK 422009 Hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners **his/her/their** legal heirs, executors, administrators assigns etc.) of the One Part

AND

1 MR. _____ **PAN CARD NO.** _____ Age. _____ years
2 MRS. _____ **PAN CARD NO.** _____ Age _____ years Both _____

Hereinafter referred to as "**THE ALLOTTEE**" (which expression shall mean and include **his/her/their** legal heirs, successors, representatives etc.) of the Other Part;

WHEREAS the Plots mentioned in Schedule-I hereinbelow bearing Out of Survey No. **333/4** Plot No. **04** admeasuring **561.81** sq.mtrs.. Out of Which an area of **18.38** sq.mtrs is acquired for D.P. Road Survey No. **333/5** Plot No. **05** admeasuring **631.25** sq.mtrs.. Out of Which an area of **18.75** sq.mtrs is acquired for D.P. Road Plot No. **4 & 5** total Area **1193.06** sq.mtrs. actual 7/12 extract Plot No. **4 & 5** Area **1155.93** sq.mtrs [Which property are more particulary described in the schedule -I written hereunder and herein after referred to as the " Said Property "] lying and being at Village **PATHARDI** within the limits of Nashik Municipal Corporation, Nashik, is owned by the The Promoter/Vendors. The Promoter/Vendors have Purchased the said property from SURESH WAMAN ANDHARE & ASHOK WAMAN ANDHARE vide Sale Deed dtd.

14/05/2019 which is duly stamped and registered at the office of Joint Sub Registrar Class II Nashik-5 at Document Serial No. **4069** on **14/05/2019** Accordingly the names of Promoter are mutated in the revenue record . The Promoter have absolute right to develop the said property by constructing building thereon as per the approved plans and to enter into agreements of sale,sale deeds, deed of apartment for the sell of constructed and other areas.

AND WHEREAS the Promoters are entitled and enjoined upon 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 said plots are out of larger land which is duly converted for non-agricultural use by the order issued by MAH/DESK-3/NAP No /373/1986 dt.11/11/1986 from the Collector of Nashik. The Promoter have also paid the non-agricultural assessment till date and there no arrears against the same.

AND WHEREAS the said plots is out of larger land for which final layout order issued by Assistant Director Town Planning bearing no Town Planning /Final/215/2595 dt.21/08/1997.

AND WHEREAS the Building plan for the new construction to be caused upon the said plots are got prepared and approved by **Residential & Commercial Units** the Executive Engineer Town Planning, Nashik Municipal Corporation, Nashik under Sanction of Building Permit & Commencement Certificate No. LND /BP /A-4/98/2019 dt. 19/06/2019 and as per the building plan the Vendors /Promoters have commenced the construction on the said property and proposes to construct a building consisting of hereinafter referred to as the said Building.

AND WHEREAS the Promoters /Vendors have decided to develop the said property by constructing an ownership flats scheme in the Name of **SHIVALIK SIGMA APARTMENT** and the said scheme shall consist of building having residential shall be consisting of **Ground floor, floor one to floor seven Floors** as per approved building plan of **residential & Commercial Units**.

AND WHEREAS the Allottee is offered an Apartment /Flat bearing number ____ on _____**floor** in the Building called **SHIVALIK SIGMA 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/Annexure A written hereunder.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects/Engineer VIJAYA CONSULTANT MR. ASHOK JAMDAR 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 [Regulation & Redevelopment] Act 2016 with the Real Estate Regulatory Authority

AND WHEREAS the Promoter has appointed a structural Engineer ASHOK JAMDAR 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.

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building /s to be constructed by the Promoter on the project and to enter into Agreement/s with the allottee[s]of the Apartment 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 Architects/Engineer **VIJAYA CONSULTANT MR. ASHOK JAMDAR** 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 of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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 Allottee, 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/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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Flat No. _____ on _____ **floor** situated in the building being constructed in the said Project **SHIVALIK SIGMA APARTMENT**

AND WHEREAS the **carpet area** of the said Apartment is admeasuring **Flat Carpet area** _____ sq. mtrs & useable area of Balcony Cov. area /utility /Cuboard Area _____ sq.mtr. [**Carpet Area Asper Regulation & Redevelopment**] 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 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.** _____ drawn on _____ being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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 **Sr. 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/Flat.

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/s consisting of **Ground floor, floor one to floor seven Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority 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.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No.** _____ **Carpet area** _____ sq. mtrs & useable area of Balcony Cov. area /utility /Cuboard Area _____sq.mtrs. i.e. total area _____sq.mtrs. on _____ **FLOOR** in the building **SHIVALIK SIGMA APARTMENT** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ - including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Common parking spaces therefore its layout is not attached to this presents.

1(b) The total aggregate consideration amount for the apartment is thus Rs _____

1(c) The Construction of the Building is Completed up to _____% The Allottee /Purchaser have visited the site and Inspected the said site and unit . Herein above written and the satisfaction the percentage of construction, amenities facilities provided to the said unit and site.

The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____ as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.** _____ to be paid to the Promoter on completion of the building or wing in which the said Apartment is located or against and at the time of handing over of the possession of the Apartment to the Allottee

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee 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 Allottee) up to the date of handing over the possession of the flat /Apartment .

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/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.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details 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 Clause 1(a) of this Agreement.

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

2.1 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 certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein the purchasers shall not claim possession of the said premises till completion certificate is received from the local authority and the purchaser has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount /deposit GST and other taxes payable under this agreement of the said premises to the promoters.

However for the purpose of defect liability on towards the promoters the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises/building/phase /wing as stated in the said agreement. That further it has been agreed by the purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

2.2 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/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 clause herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is Plot No. 4 & 5 total Area **1193.06** sq.mtrs. actual 7/12 extract Plot No. 4 & 5 Area **1155.93** sq.mtrs 1.1 only and Promoter has planned to utilize Floor Space Index of by availing of TDR of **1235.00** sq.mtrs. and 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 **1.6** 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. As on today as per the approved DC rules and promoter shall be entitled to use utilize the said TDR and accordingly amend and modify the building plan as and when the promoter finds it necessary before the Full final completion and occupation certificate from Nashik Municipal corporation Provided that the Promoter shall obtain the consent of the Allottee for the said modifications and variations if such variations and modifications adversely affect the apartment agreed to be purchased by the Allottee.

4.1 The promoters has made full and true disclosures of the title of the said land as well as encumbrance if any known to the promoter in the title report of the advocate. The Promoter has also disclosed to the allottee nature of its right title and interest or right to construct building's and also give inspection of all documents to the allottees as required by the law. The allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into thos agreement.

4.2 If the Promoter fails to abide by the time 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.

4.3 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 Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____. 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 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 –

- a) Non-availability of steel, cement, other building materials, water and/or electric supply;
- b) War, civil commotion or act of God;

- c) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority or any Decree/order of any Court /Tribunal/authority.
- d) Any Prohibitory or Injunction Order from any court of law.
- e) Pendency of any litigation and any order thereinDelay or default in payment of any installment or dues by the flat purchaser.
- f] Delay by Local Authority in issuing or granting necessary completion Certificate or Occupation Certification.
- g] Any other circumstances beyond the control of the Promoters or force majeure.
- h] Changes in any rules regulations by laws of various statutory bodies and authorities from time to time affecting the development and the project.
- i] Delay in grant of any NOC /permission /license/connection installment of any services such as elevators electricity and water connections and meters to the project /flat/premises /road etc. or completion certificate from any appropriate authority.
- j] Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate [Regulation and Development]Act for reason where actual work of said project /building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law or Tribunal competent authority statutory authority high power committee etc. or due to such circumstances as may be decided by the Authority.

If however the completion of the Project is delayed due to the force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that in the event it becomes impossible for the Promoters to implement the project due to force Majeure conditions the this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the allotment without any interest within 30 days from the date. After any refund of the money paid by the purchasers agrees that he /she /their shall not have any rights claims etc against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

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 or on Phone call or S.M.S. 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/Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot]:
Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Flat] 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/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of **05 [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.

Provided however that the allottee shall not carry out any any additions alterations or changes of the whatsoever nature in the said apartment of phase and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams etc. or in the fittings therein in particular it is hereby agreed the the

allottee shall not make any alterations in any of the fittings, pipes water supply connections or any erection of alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of the works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The defect liability of the equipments as Lift, battery backup, septic tank, pumps etc shall be upto Warranty period offered by the said manufacturer. The promoters shall be liable only for the defect liability of the equipments as detail above as offered by manufacturer only.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variations in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint and expert who shall be nominated surveyor /consultant who shall survey and assess the same and shall then submit a report to state the defects in materials used in the structures built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of **residence** He shall use the parking space only for purpose of keeping or parking their own 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum

and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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 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.

9.2 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 in the project land on which the building with multiple wings or buildings are constructed.

9.3 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, Common electric meter repairs and salaries of clerks bill collectors, chowkidars, sweepers, house keeping work, gardener and annual maintenance of lift, Battery Backup etc and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association 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. 1000/- 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/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) For share money, application entrance fee of the associations..
- (ii) For formation and registration of the associations
- (iii) Proportionate share of taxes and other charges/levies in respect associations
- (iv) For Deposit towards provisional monthly contribution towards outgoings of associations
- (v) For Deposit towards Water, Electric, and other utility and services connection charges &

11. The Allottee shall pay to the Promoter a sum of Rs **15,000/-** 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 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 or assignment of lease.

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the association 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.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the 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/Plot] 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/Plot] to the Allottee in the manner contemplated in this Agreement;

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

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

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosever 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 tenable 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 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/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 tenable 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, Parris 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 the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of association, 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 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.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or

deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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 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 Allottee, in **Nashik** after the Agreement is duly executed by the Allottee and the Promoter or

simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **NASHIK**

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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:

ALLOTTEE NAME AND ADDRESS

PROMOTER NAME AND ADDRESS

YOGESHWAR REALTY THROUGH PARTENERS

M.R. MADHUBHAI BABUBHAI KOTHIYA

R/at. SSA 35 SHRIKRUSHNA KRUPA, BEHIND CRIME BRANCH
ASHWIN NAGAR CIDCO NASHIK 422009 Hereinafter referred to as

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.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the **Promoter**.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

32. That the Common boring for building shall be provided in the proper marginal space and the same shall be maintained by the apartment owners and the water of boring shall be used for apartment owners .

33. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions.

A] The access to the individual flat shall be as per the sanctioned plan and or revised plan from time to time.

B] Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser the Purchaser shall not damage the basic RCC Structure.

C] The installation of any grills or any doors shall only be as per the form prescribed by the Promoter's Architect.

34. The Promoter is a registered Partnership firm and as per the deed of Partnership any partner of the Promoter partnership firm has authorized to sign and execute the agreement and final deed of the constructed premises of this project. Incase of any dispute arise in respect of this transaction between the partners of Promoter then the Promoter shall remove the same at their own cost.

SCHEDULE - I OF THE SAID PROPERTY
REFERRED TO ABOVE

All that piece and parcel of land bearing Survey No. **333/4** Plot No. **04** admeasuring **561.81** sq.mtrs.. Out of Which an area of **18.38** sq.mtrs is acquired for D.P. Road Survey No. **333/5** Plot No. **05** admeasuring **631.25** sq.mtrs.. Out of Which an area of **18.75** sq.mtrs is acquired for D.P. Road Plot No. **4 & 5** total Area **1193.06** sq.mtrs. actual 7/12 extract Plot No. **4 & 5** Area **1155.93** sq.mtrs lying and being at **PATHARDI** within the limits of Nashik Municipal Corporation, Nashik, and Registration and Sub-Registration District of Nashik, Taluka and District of Nashik, which is bounded as shown together below :

On or towards East	: 30 mtrs wide D.P. Road
On or towards West	: Adj S.No. 328
On or towards South	: 7.5 Mtrs wide Colony Road [Proposed 9.00 mtrs. Wide colony Road]
On or towards North	: Open Space

SCHEDULE - II OF THE SAID PREMISES

REFERRED TO ABOVE

The premises of Flat bearing No. _____ having **Flat Carpet area** _____ sq. mtrs & useable area of Balcony Cov. area /utility /Cuboard Area _____ sq.mtr. on **FLOOR** _____ exclusive right to use utilize and enjoy the common terrace in the building known as **SHIVALIK SIGMA APARTMENT** which is constructing on the plots described in Schedule I above. The said Flat is bounded as under

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

SCHEDULE B

FLOOR PLAN OF THE APARTMENT

ANNEXURE A

Name of Attorney at Law /Advocate
Add

Date. No.

Re. `

The Schedule Above Referred to [Description of Property]All that piece and parcel of land bearing Survey No. **333/4** Plot No. **04** admeasuring **561.81** sq.mtrs.. Out of Which an area of **18.38** sq.mtrs is acquired for D.P. Road Survey No. **333/5** Plot No. **05** admeasuring **631.25** sq.mtrs.. Out of Which an area of **18.75** sq.mtrs is acquired for D.P. Road Plot No. **4 & 5** total Area **1193.06** sq.mtrs. actual 7/12 extract Plot No. **4 & 5** Area **1155.93** sq.mtrs lying and being at **PATHARDI** within the limits of Nashik Municipal Corporation, Nashik, Tal & Dist Nashik Copy of attached to this agreement.

[Signed]

Signature of Attorney at Low Advocate

ANNEXURE B

Extract village forms VI or VII and XII showing nature of the title of the Promoter /Lessor /Oringal Owner/promoter to the Project land

ANNEXURE C-1

[Authenticated copies of the plans of the Layout as approved by the concered local authority]

ANNEXURE C-2

[Authenticated copies of the plans of the Layout as proposed by the promoter and according to which the construction of the building and open space are proposed to be provided for on the said project]

ANNEXURE D

[Authenticated copies of the plans & Specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned

local authority]

ANNEXURE E

SPECIFICATION & AMENITIES

1. Building will be R.C.C. framed Structure
2. Building external brick wall 6" thick with sand face plaster & internal wall 4 ' ; thick with neru finsh plaster
3. 2x2 Spartex tiles flooring for all rooms & passage.
4. Glazed tiles flooring for bathroom washing place balconies and terrace
5. Standar quality of glazed tiles dado in bathroom upto 3 ft height in w.c. 2ft height and 3 ft above kitchen platform
6. Main door frame is of plywood and other door frames are of concrete.
7. Front main door shutter will be of flush door with on night latch eye peep and aldrop
8. All doors shutter will be of water proof flush door
9. M.S. Windows with glass.
10. cooking platform of top with built in steel sink
11. Electrical work are in Casing Caping with two light point one fan point one half plug point in each room + one power point in kitchen and toilets One telephone point in living room shall be provided one light point at each floor staircase landing shall be provided
12. Water supply will be from overhed water tank only
13. Extrenal walls painted with cement paint and internal walls painted with oil bound distember without primer pultt.
14. One Common underground water tank with electric water pump shall be provided for the building,
15. One common underground septic tank shall be provided for the building.
16. Consealed plumbing work one C.P. Mixer cock with shower will be provided in each bathroom and one C.P. Cock in kitchen W.C. and was basin one plumbing point in kitchen for water puifier Each W.C. Shall be fitted with flush tank
17. One Common Lift with battery backup.
- 18 Common Parking**
19. All Windows cills are of granite
20. Provided Hall POP Work
21. ONE TIME MAINTENANCE DEPOIST

ANNEXURE F

[Authenticated copies 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

The Promoter

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.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

Promoter:

YOGESHWAR REALTY THROUGH ITS PARTENERS

MR. MADHUBHAI BABUBHAI KOTHIYA

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

Allottee : .

1. _____]
2. _____]

IN THE PRESENCE OF WITNESSES:

1. _____ 2. _____