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Zone No. : 14.5
Govt. Rate : 27,500/-
Carpet Area : Sq. Mtrs.
Govt. Valuation : /-
Consideration : /-
Stamp : /-
Registration : /-

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AGREEMENT OF SALE

This Agreement of sale made at Nashik this day of
October in the year Two Thousand and Nineteen....

BETWEEN

Mr. Suresh Vallabhbhai Vamja

Age :- 46 year, Occ :- Business

Pan No :- AEXPV 5407 K

R/o- Flat No.4, Sai Place Apartment,

Ambad Link Road, Mahajan Nagar,

Nashik - 422010

Hereinafter referred to as the **VENDOR** (which expression
unless it be repugnant to its context and / or meaning thereof
shall always means and include his / her legal heirs, legal
representatives, executors, administrators and assignees etc.)
of the **FIRST PART**.

AND

1. Mr.

Age : year, Occ :

Pan :

2. Mrs.

Age : year, Occ :

Pan No :

Both R/O :,
,
,

Hereinafter referred to as the **PURCHASER** (which expression unless it is repugnant to its context and / or meaning there of shall always means and include his / her respective Legal heirs representatives, executors, administrators and assignees etc.) of **SECOND PART.**

AND WHEREAS the Property Bearing Plot No.1 / 2 Total Adm. area 4 R 27.19 Sq. Mtr. Out of S. NO. 413/1B/3 Situated at Makhmalbad Tal & Dist Nashik Within the limits of Nashik Municipal Corporation, Nashik belonged to the vendor, hereinafter referred to as Land Owner, & he is the absolute and exclusive owner and is otherwise well & sufficiently entitled to that entire piece and parcel of the property is described in the First Schedule written here under and hereinafter referred to as the " Said Property ".

AND WHEREAS, The name of the vendor has Mutated by the Mutation Entry No.36698 in the record of Property Bearing Plot No.1 / 2 Total Adm. area 4 R 27.19 Sq. Mtr. Out of S. NO. 413/1B/3 Situated at Makhmalbad Tal & Dist Nashik Within the limits of Nashik Municipal Corporation, Nashik, by virtue of the said Mutation Entry the vendor become the absolute owner of the said land and they are acquired right interest and title over the same and which is intact till date.

AND WHEREAS the vendor has purchased 14.52 Sq. mtrs. TDR from Thakkar Developers Ltd. & the Said Sale Deed is registered in the Office of Sub - Registrar Nashik – 5 Vide Registration No.9241/2018 On Dated : 04/12/2018 as per that the Vender as owner of the said property has obtained Building permission for the construction on the said plot from Nashik Municipal Corporation Nashik

Wide its Letter No. LND / BP / Makhmalbad / DCR / 1578 / 2019 Dated : 21/08/2019 as per that the Vender has absolute right to develop the said property by constructing a Residential building thereon & also he has obtain Right to sale the tenements to the prospective purchasers at such price and on such terms and conditions as he may deem fit & appropriate to sale proceeds thereof :

ANDWHEREAS, the said property has a clear and marketable title free from all encumbrances and a Title Certificate certifying that, said property has a clear and marketable title free from all encumbrances has been issued ;

ANDWHEREAS, the Said Plot Converted into Non - Agricultural tenure under Order of Collector Officer, Nashik Division, Nashik bearing No. Mah / Kaksh -3 / 4 / NALN /278/2012 Dated 09.01.2013 And the N. A. tax has been paid till Date ;

ANDWHEREAS, the Final lay - out of the said property has been Sanctioned by Order No. Out Ward No. NRV / Final / Panchvati / C 2 / 59 Dated : 11/10/2013.

ANDWHEREAS, the Vender got a building plan on the said property. And Said Plan is approved by Nashik Municipal Corporation Nashik Wide its Letter No. LND / BP / Makhmalbad / DCR / 1578 / 2019 Dated : 21/08/2019.

ANDWHEREAS, the Vender has commenced construction of building in accordance with the sanctioned building plan. & as per that the Vender has proposed to construct on the project land the building known as "**Gajsiddhi**" Consisting Ground Floor (Common Parking) + Four Floor.

ANDWHEREAS, the Purchaser/s is / are satisfied about the title of the Vender to the said property ;

ANDWHEREAS, the Purchaser/s has / have taken inspection of all the documents such as original title certificate, title deeds, 7/12 Extract, Conveyance Deed, Commencement Certificate etc. ;

AND WHEREAS the Developers are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove ;

AND WHEREAS the Allot tee is offered an Flat bearing number on the, (herein after referred to as the said " Flat ") in the Building called " **Gajsiddhi** " (herein after referred to as the said " Building ") being constructed in the said project by the Vender.

AND WHEREAS the Vender has appointed an Architect registered with the Council of Architects.

AND WHEREAS the Vender has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Nashik No. P authenticated copy is attached hereto.

AND WHEREAS the Vender has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promote reaccepts' the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

AND WHEREAS on demand from the allot tee, the Vender has given inspection to the Allot tee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vender through the 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 there under ;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developers, 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 authenticated copies of the plans of the Lay - out as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Lay - out as proposed by the Vender 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 here to.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allot tee, as sanctioned and approved by the local authority have been annexed .

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

AND WHEREAS the Allot tee has applied to the Vender for allotment of an Flat No..... on floor in the building being constructed in the said Project,

AND WHEREAS the carpet area means net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allot tee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allot tee, but includes the area covered by the internal partition walls of the Flat as per that the Carpet area of the Said flat is Adm. Area square meters & Terrace area Sq. Mtrs. But as per the Possession Carpet area of the Said flat is Adm. Area square meters & Terrace area Sq. Mtrs. as per that the Said Flat's Adm. Carpet area is Described in the Schedule - A.

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 Allot tee has paid to the Vender a sum of Rs...../- (Rupees only) , Through Cheque No. Dated : Drawn By Branch being part payment of the sale consideration of the Flat agreed to be sold by the Vender to the Allot tee as advance payment or Application Fee (the payment and receipt whereof the Vender both hereby admit and acknowledge) and the Allot tee has agreed to pay to the Vender the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vender has registered the Project under the provisions of the Real Estate (Regulation &

Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Nashik No. P

AND WHEREAS, under section 13 of the said Act the Vender is required to execute a written Agreement for sale of said Flat with the Allot tee, 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 Vender hereby agrees to sell and the Allot tee hereby agrees to purchase the Flat.

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

1. ANDWHEREAS, the Vender has commenced construction of building in accordance with the sanctioned building plan & as per that the Vender has proposed to construct on the project land the building known as "**Gajsiddhi**" Consisting Ground Floor (Common Parking) + Four Floor and the 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 Allot tee in respect of variations or modifications which may adversely affect the Apartment of the Allot tee except any alteration or addition required by any Government authorities or due to change in law.

1. a (I) The Allot tee hereby agrees to purchase from the Vender and the Vender hereby agrees to sell to the Allot tee flat No. admeasuring carpet area sq. meters & Terrace area Adm.....Sq. Mtrs. on floor in the building "**Gajsiddhi**" (hereinafter referred to as " the Flat ") as shown in the Floor plan there of hereto annexed and for the consideration of Rs...../- (In Words Rs.....) including being

the proportionate price of the common area as 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.

1 (b) The total aggregate consideration amount for the Flat is thus Rs...../-

1 (c) The Allot tee has paid on or before execution of this agreement a sum of Rs...../- (Rupees only), Through Cheque No. Dated : Drawn By Branch as advance payment or application fee and hereby agrees to pay to the Vender the balance amount of Rs /- (In Words Rupces only) in the following manner :-

i. Rs./- Rs only to be paid to the Promote after the execution of Agreement.

ii. Rs...../- Rs only to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Rs..... /- Rs Thousand Only to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

iv. Rs...../- Rs Thousand Only to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

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v. Rs...../-	Rs Thousand Only to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
vi. Rs...../-	Rs Only to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Flat is located.
vii. Rs..... /-	Rs Thousand Only 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 Flat is located.
viii. Rs...../-	Rs Only against and at the time of handing over of the possession of the Apartment to the Allot tee on or after receipt of occupancy certificate or completion certificate.
1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar	

taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. The Said Taxes Should be Paid by The Purchaser.

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 Developer undertakes and agrees that while raising a demand on the Allot tee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vender 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 Allot tee, which shall only be applicable on subsequent payments.

1 (f) The Vender may allow, in his sole discretion, a rebate for early payments of equal installments payable by the Allot tee by discounting such early payments @18% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allot tee by the Developer.

1 (g) The Vender shall confirm the final carpet area that has been allotted to the Allot tee 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 Developer shall recalculate the total price payable for the carpet area upon confirmation. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allot tee 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 Allot tee. If there is any increase in the carpet area allotted to Allot tee, the Promoter shall demand additional amount from the Allot tee 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 (h) The Allot tee authorizes the Vender 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 Vender may in his sole discretion deem fit and the Allot tee undertakes not to object / demand / direct the Vender to adjust his payments in manner.

2.1 The Vender 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 Allot tee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment.

2.2 Time is essence for the Vender as well as the Allot tee. The Vender shall abide by the time schedule for completing the project and handing over the Apartment to the Allot tee and the common areas to the association of the allot tees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allot tee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above. (“ Payment Plan ”).

3. The Vender hereby declares that the Floor Space Index available as on date in respect of the project land is **427.19**

square meters only and Vender has planned to utilize 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 eased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. Allot tee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vender by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vender only.

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

4.2 Without prejudice to the right of Vender to charge interest in terms of sub clause 4.1 above, on the Allot tee committing default in payment on due date of any amount due and payable by the Allot tee to the Vender under this Agreement (including His / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allot tee committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement: Provided that, Vender shall give notice of fifteen days in writing to the Allot tee, by Registered Post AD at the address provided by the allot tee and mail at the e - mail address provided by the Allot tee, 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 Allot tee fails to rectify the breach or breaches mentioned by the Vender within the period of notice then at the end of such notice period, Vender shall be entitled to terminate this Agreement.

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

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 Vender in the said building and the Apartment as are set out in Annexure E annexed hereto.

6. The Vender shall give possession of the Apartment to the Allot tee on or before If the Vender fails or neglects to give possession of the Apartment to the Allot tee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allot tee 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 Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time forgiving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(I) War, civil commotion or act of God ;

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

7.1 PROCEDURE FOR TAKING POSSESSION –

The Vender, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allot tee as per the agreement shall offer in writing the possession of the Apartment, to the Allot tee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vender shall give possession of the Apartment to the Allot tee. The Vender agrees and undertakes to indemnify the Allot tee in case of failure of fulfillment of any of the provisions, formalities and documentation on part of the Vender. The Allot tee agree(s) to pay the maintenance charges as determined by the Vender or association of allot tees, as the case may be. The Vender on its behalf shall offer the possession to the Allot tee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allot tee shall take possession of the Apartment within 15 days of the written notice from the Vender to the Allot tee intimating that the said Apartments are ready for use and occupancy :

7.3 FAILURE OF ALLOT TEE TO TAKE POSSESSION OF APARTMENT :

Upon receiving a written intimation from the Vender as per clause 7.1, the Allot tee 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 Vender shall give possession of the Apartment to the allot tee. In case the Allot tee fails to take possession within the time provided in clause 7.1 such Allot tee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allot tee, the Allot tee brings to the notice of the Vender any structural defect in the Apartment or

the building in which the Apartment are situated or any defects account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vender at his own cost and in case it is not possible to rectify such defects, then the Allot tee shall be entitled to receive from the Vender, compensation for such defect in the manner as provided under the Act.

8. The Allot tee 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 vehicle.

9. The Allot tee along with other allot tee(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 Vender may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other paper sand 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 Vender within seven days of the same being forwarded by the Vender to the Allot tee, so as to enable the Vender to register the common organization of Allot tee. No objection shall be taken by the Allot tee 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 Vender 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 Vender and / or the owners in the said structure of the Building or wing in which the said Apartment is situated.