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Zone No.	-	1.3.28
Government Rate Per Sq. Mtrs.-	Rs.	
Government Valuation	-	Rs.
Consideration Value	-	Rs.
Stamp Duty	-	Rs.
Registration Fees	-	Rs.
Project RERA Reg. No.	-	

AGREEMENT OF SALE

This Agreement of Sale is made & executed on this day of the Month of October In the Christian year 2019 A.D. At Nashik.

BETWEEN

Pooja Construction, A Partnership Firm [Pan No. AAWFP 5384 N], Through its Partners **1] Mr. Shantilal Jagannath Laddha**, Age - 53 years, Occupation- Business & Agriculturist, [Aadhar No. 5983 5467 6671], **2] Mrs. Padma Shantilal Laddha**, Age - 47 years, Occupation- Business & Agriculturist, [Aadhar No. 8122 6527 7246], **3] Mrs. Archana Harish Kela**, Age - 41 years, Occupation- Business, [Aadhar No. 6012 4915 3921], Office No.4, Siddhi Pooja Regency, Old Gangapur Naka, Behind Hotel Vihar, Gangapur Road, Nashik-422005, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the said Partnership Firm, its Partners for the time being constituting the said Partnership Firm, their executors, administrators, representatives and assigns) of the **ONE PART**.

AND

1] Mr., Age - years, Occupation - [Pan No. & Aadhar No.], **2] Mrs.**, Age - years, Occupation - [Pan No. & Aadhar No.], Both R/o. Nashik-422....., hereinafter referred to as **THE ALLOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS :

1. M/s. Pooja Construction a Partnership Firm through its Partners 1] Mr. Shantilal Jagannath Laddha, 2] Mrs. Padma Shantilal Laddha & 3] Mrs. Archana Harish Kela (Hereinafter referred to as the Plot Owners & Promoters) are seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing Revenue

Survey No. 465/1+10+11+12/35, Plot No. 35 admeasuring 371.70 sq.mtr. assessed at N.A. assessment of Rs. 490.64 Ps. & Revenue Survey No. 465/1+10+11+12/36, Plot No. 36 admeasuring 371.70 sq.mtr. assessed at N.A. assessment of Rs. 490.64 Ps. total admeasuring 743.40 sq. mtrs., situate, lying and being at Village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik (more particularly described in Schedule-I, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity) together with T.D.R. F.S.I. of 655.30 sq. mtrs. out of D.R.C. No. 800 dtd. 25/01/2019 of Nashik Municipal Corporation, Nashik vide Formula $13970 \times 281.45 / 600 = 655.30$.

2. **AND WHEREAS** the Promoters have purchased the said property from Mr. Anilkumar Kisanchand Lulla vide registered Sale Deed dtd. 31/10/2018 bearing Registration No.7620/2018 dtd.02/11/2018. In pursuance of execution of the said Sale Deed the name of the Promoters were entered into ownership column of the said property vide M.E. No. 201105.
3. **AND WHEREAS** layout plan of the said property has been finally approved by the Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik vide Order No. Outward No./Town Planning Department/Final/154/2301 dtd. 12/08/1998.
4. **AND WHEREAS** the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik bearing No. Maha/Desk-3/N.A.S.R./226/97, dtd. 12/06/1997.
5. **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.
6. **AND WHEREAS** the Promoters have decided to construct multi-storied building consisting of various residential premises and the building shall be known as **POOJA BLOSSOM APARTMENT** (hereinafter referred as the said building) on the said property, consisting of residential flats, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein on **OWNERSHIP BASIS** to the Intending Allottees.
7. **AND WHEREAS** the Promoters have purchased T.D.R.F.S.I of 655.30 sq. mtrs. out of DRC Certificate No. 800 dtd. 25/01/2019 vide Formula $13970 \times 281.45 / 6000 = 655.30$ sq.mtrs. from Mr. Karan Rajendra Shah vide Registered Sale Deed dtd. 15/03/2019 bearing Registration No. 2263/2019 dtd. 18/03/2019.

8. **AND WHEREAS** as per sanctioned layout plan of the said property a colony road of 6.00 mtrs width has been shown and prepared on the North side of the aforesaid plots. However as per the recent building bye-laws, Rules & Regulation of Nashik Municipal Corporation Nashik, the colony road of 6.00 mtrs. width shall required to be widened to the extent of 9.00 mtrs. width & for that purpose it is necessary for the plot owners to surrender required area for road widening in favour of Nashik Municipal Corporation Nashik before sanction of building plan on the said plots. In pursuance whereof an area admeasuring 19.88 sq. mtrs. of each plot is required to be transferred in the name of Nashik Municipal Corporation Nashik for Road Widening. Accordingly the Promoters have transferred the said area of 19.88 sq. mtrs. of each plot in favour of Nashik Municipal Corporation Nashik. In pursuance whereof Town Planning Department of Nashik Municipal Corporation Nashik issued Letter dtd. 20/12/2018 to the Talathi of Nashik & accordingly necessary change has been made in the revenue record of the said plots by effecting M.E. No. 201106. Hence the remaining area admeasuring 351.82 sq.mtrs. of each plot is remained in the name of Promoters.
9. **AND WHEREAS** the Promoters have amalgamated the said two plots into one plot & thereby obtained Amalgamation Permission from Assistant Director of Town Planning, Nashik Municipal Corporation, Nashik vide Letter No. LND/AML/Nashik/DCR/0127/2019 dtd. 16/04/2019. In pursuance whereof the said two plots have been amalgamated into one plot & has been renumbered as Survey No. 465/1/10/11/12 Plot No. 35/36 admeasuring 743.40 sq. mtrs. The said change of Plot Number is effected in the revenue records of the said plots vide M.E. No. 201329.
10. **AND WHEREAS** the Promoters have prepared building plan of the proposed building on the said property and got it sanctioned from the Nashik Municipal Corporation, Nashik vide Commencement Certificate No. LND/BP/Nashik/A-4/235/2019, dtd. 26/09/2019.
11. **AND WHEREAS** the title of the said property is clear, marketable and without any encumbrances and accordingly Title Certificate in respect of the said property has been issued by Adv. Gopinath Murlidhar Kurhe of Nashik on 01/10/2019.
12. **AND WHEREAS**, the Promoters have at the request of the Allottee agreed to sell to the Allottee **Apartment Flat No. admeasuring sq. mtrs. net carpet area along with**

Balcony area sq. mtrs. as per sanctioned building plan on the Floor out of the said building known as **POOJA BLOSSOM APARTMENT**. The Promoters have agreed to sale to the Allottee the said premises on the terms and conditions appearing hereunder.

FLOOR	FLAT NO.	AREA SQ. MTRS.	AREA OF BALCONY ATTACHED TO FLAT SQ.MTRS.	TOTAL AREA OF FLAT UNIT SQ. MTRS
First	1	65.20	8.925	74.125
	2	39.82	5.40	45.25
	3	37.25	10.53	47.78
	4	37.25	10.53	47.78
	5	39.74	5.40	45.14
	6	65.72	8.925	74.645
Second	7	65.20	8.925	74.125
	8	39.82	5.40	45.25
	9	37.25	10.53	47.78
	10	37.25	10.53	47.78
	11	39.74	5.40	45.14
	12	65.72	8.925	74.645
Third	13	65.20	8.925	74.125
	14	39.82	5.40	45.25
	15	37.25	10.53	47.78
	16	37.25	10.53	47.78
	17	39.74	5.40	45.14
	18	65.72	8.925	74.645
Fourth	19	65.20	8.925	74.125
	20	39.82	5.40	45.25
	21	37.25	10.53	47.78
	22	37.25	10.53	47.78
	23	39.74	5.40	45.14
	24	65.72	8.925	74.645

13. The net carpet area as per sanctioned building plan shall mean and include floor area of all rooms including kitchen excluding external wall including Internal wall, floor area of all Bath/WC/Toilet/Passage etc.,

floor area of balconies/verandah or double height terrace attached to the apartment excluding area under external walls.

14. The Allottees have understood the area calculation of the said flat i.e. net carpet area as per sanctioned building plan from the Promoters. The Allottees after understanding the area calculation of the said flat has decided to purchase the said flat from the Promoters. It is hereby specifically agreed between the parties to this Agreement that the measurement of the area of the said flat shall be measured on the basis of net carpet area as per sanctioned building plan. The said net carpet area shall be measured jointly by the Promoters and the Allottees at the time of delivery of possession of the said flat.
15. **AND WHEREAS** the Allottees have seen all the documents relating to the title of the said property and also the Building permission, N.A. permission, Title Clearance Certificate, Building Plan of the said building and have satisfied themselves about the title of the Promoters to build the proposed building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the Promoters to construct and to sale the aforesaid premises the Allottees have decided to purchase the said premises from the Promoters on the terms and conditions appearing hereunder.
16. **AND WHEREAS** the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;
17. **AND WHEREAS** the Promoters are in possession of the project land.
18. **AND WHEREAS** the Promoters have 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;
19. **AND WHEREAS** the Promoters have registered the Project under the Provisions of the RERA with the **Real Estate Regulatory Authority at Mumbai bearing No. dtd./10/2019;** Authenticated copy is attached in Annexure 'F'.
20. **AND WHEREAS** the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
21. **AND WHEREAS** the Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the

Allottee(s) of the Apartments & to receive the sale consideration in respect thereof;

22. **AND WHEREAS** on demand from the Allottees, the Promoters have given inspection to the Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects & Structural Engineer Shri. Ashok Jamdar of Nashik 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;
23. **AND WHEREAS** the authenticated copies of certificate of title issued by the Advocate of the Promoters, 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 Promoters to the project land on which the Apartment is to be constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' & 'B' respectively.
24. **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.
25. **AND WHEREAS** the authenticated copies of the plans of the amalgamation plan as proposed by the Promoters and accordingly to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.
26. **AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottees, as sanctioned and approved by the Local Authority have been annexed and marked as Annexure 'D'.
27. **AND WHEREAS** the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the building completion certificate or occupancy certificate of the said building.
28. **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 Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

- 29. AND WHEREAS** the Promoters have accordingly commenced construction of the said building in accordance with the said sanctioned building plans.
- 30. 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.
- 31. AND WHEREAS** prior to the execution of these presents the Allottees have paid to the Promoters a **Sum of Rs./- (Rupees only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottees as advance payment or application fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottees have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.
- 32. AND WHEREAS** under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- 33. AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters hereby agrees to sale and the Allottees hereby agrees to purchase the **Apartment Flat No. admeasuring sq. mtrs. net carpet area along with Balcony area sq. mtrs. as per sanctioned building plan on the Floor of the said building.**

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS;

- 1) The Promoters shall construct the said building consisting of ground and 4 Upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
 - a) Provided that the Promoters shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottees except any alternation or addition required by any Government authorities or due to change in law.
 - i) The Allottees hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottees **Apartment Flat No. on the Floor out of the building known as "POOJA BLOSSOM APARTMENT" admeasuring**

..... sq. mtrs. net carpet area along with Balcony area sq. mtrs. as per sanctioned building plan. (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the lumpsum consideration of Rs.,000/- which also includes 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 II-Schedule annexed herewith.

ii) The Allottees hereby agrees to acquire from the Promoters and the Promoters hereby agrees to allot to the Allottees covered **Parking Spaces Bearing No. situated at Ground Floor** of the said building.

b) The Allottees have paid on or before execution of this Agreement amount of Rs...../- towards the part consideration of the said apartment to the Promoters by cheque No. dtd./2019 drawn on Bank, ... Branch Nashik as part payment of consideration and hereby agrees to pay to the Promoters the balance amount of consideration of Rs...../- (Rupees Lakhs Thousand only) in the following manner:-

- i. Amount of Rs./- (Rupees only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs./- (Rupees only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs./- (Rupees only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs./- (Rupees only) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs./- (Rupees only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount of Rs./- (Rupees only) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs./- (Rupees only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Apartment is located.
 - viii. Balance Amount of Rs./- (Rupees only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- c) The Total price above excludes taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters) up to the date of handing over the possession of the said flat.
 - d) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/order/rules/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
 - e) The Promoters shall confirm the final carpet area that has been allotted to the Allottees 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoters shall demand additional amount from the Allottees 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.

- f) The Allottees authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2) The Promoters 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 Allottees, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoters as well as the Allottees. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees 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 Allottees 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 Promoters as provided in clause 1(c) herein above. ("Payment Plan").

- 3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 774.00 square meters only and Promoters has planned to utilize floor space Index of 492.54 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation for increased FSI which may be available in future on modification to Development Control Regulations, which are applicable

to the said project. The Promoters has disclosed the Floor Space Index of 1262.30 sq. mtrs. as proposed to be utilized by him on the project land in the said project and Allottees have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- 4) If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottees, the Promoters agrees to pay to the Allottees, who does not intend to withdraw from the project, interests as specified in the Rule, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
 - a) Without prejudice to the right of Promoters to charge Interest in terms of clause No.2 mentioned above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.
 - b) Provided that, Promoters shall give notice of 15 days in writing to the Allottees, by Registered A.D. at the address provided by the Allottees and mail at the E-Mail address provided by the Allottees, of their 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 Allottees fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.
 - c) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottees (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration

of this Apartment which may till then have been paid by the Allottees to the Promoters.

- 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 Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6) The Promoters shall give possession of the Apartment to the Allottees on or before 31/10/2024. If the Promoters fails or neglects to give possession of the Apartment to the Allottees on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottees the amounts already received by them in respect of the apartment with interest at the same rate as may be mentioned hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of ;

- (i) War, Civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7) **PROCEDURE FOR TAKING POSSESSION :-** The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the Apartment to the Allottees in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottees. The Promoters agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of this provisions, formalities, documentation on the part of the Promoters. The Allottees agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottees in writing within 7 days of receiving the occupancy certificate of the said building in which the said Apartment is situated.