

Zone no. -
 Government valuation Rs. -
 Consideration Rs. -
 Stamp Rs. -
 Registration fees -

AGREEMENT OF SALE

This Agreement for sale is made on this ___day of May, in the year Two Thousand Twenty Three at Nashik

BETWEEN

Tulsi Developers , A partnership firm

PAN- AAPFT 3011 P

Through its partner

Mr. Pradeep Tulshiram Patil

Age. 35, Occ. Business

PAN- BDKPP 1089 G

Adhar no. 9636 7875 1742

R/o. Flat no. 1/2, Tulsi Angan Apartment
 Durga Nagar, Opp. R.T.O. office, Pethroad
 Makhmalabad Shivar, Nasik 422 003

Hereinafter referred to as the "**Promoters / Developers**"(which expression shall unless it be repugnant to the lands, context or meaning thereof mean and include their heirs, representatives, executors, assigns etc.) of the **FIRST PART**.

AND

 Age. -----, Occ.
 PAN- -----
 Adhar no. -----
 R/o.

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

WHEREAS Promoter / Builders herein is the owner of the property described in **First schedule** hereunder and they purchased the said property from Mrs. Manisha Amol Kapadnis by way of sale deed registered in the office of Sub-Registrar Nashik -5 at sr. no. 3161 on 10.3.2023 and name

of the Promoter/ Builder is recorded in 7/12 extract vide M.E. no. 113595 on. 10.03.2023.

AND WHEREAS property described in schedule I out of the approved layout which is approved and sanctioned by Asst. Director Town Planning vide order no. Nagar Rachana Vibhag/ Final / Panchvati. 109 dtd. 12.2008

AND WHEREAS property described in schedule II is converted to N.A. use as per the N.A. order given by Collector Nashik vide order no. Maha/ Kakash-3/ 4/ N.A.P. No./ 16/2006 dtd. 25.4.2006 for residential proposes.

AND WHEREAS purchased TDR area 1288.63 Sq. Mtrs. in DRC no. 1037 dtd. 24.03.2022 from J.M. Thakkar Developers Pvt Ltd. Through Mr. Gaurav Jitendra Thakkar by way of sale deed registered in the office of Sub-Registrar Nasik 7 at sr. no. 3552 on 27.03.2023.

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

AND WHEREAS the Owner/ Promoter / Developer is in possession of the project land

AND WHEREAS the Owner/ Promoter / Developer has obtained Sanction of Building permit and Commencement Certificate from by Nashik Municipal Corporation Nashik, bearing no. **LND/BP/C 1/ 64/2023 dtd. 21.4.2023 along with TDR for Residential + commercial purposes**, and as per the said joint building permission plot no. 1,6,7,8 are amalgamated and plot no. 1/6/7/8 came in to existence.

AND WHEREAS Owner/ Promoter / Developer proposed to construct on the project land a building consisting of Basement Parking, Ground floor parking, first floor having flats no. 101 to 104, second floor having flat nos. 201 to 206, third floor having flats nos. 301 to 306 and fourth floor having flats nos. 401 to 406 and fifth floor having flats nos. 501 to 506 sixth floor having flats nos. 601 to 606. And Seventh floor having flats nos. 701 to 706.

AND WHEREAS by virtue of all deeds and documents mentioned above and government permission mentioned hereinabove the Owner/ Promoter / Developer is entitled to construct **residential + commercial** building on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent of units, constructed thereon

and to enter in to the agreement with the allottees and to receipt the sell price in respect thereof.

AND WHEREAS proposed building constructed on the property described in first schedule will known as **TULSI VASUNDHARA**

AND WHEREAS the Allottee is offered an **flat** bearing number _____ on the _____ **floor**, (herein after referred to as the said "Apartment") in the Building called **TULSI VASUNDHARA** (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS the Owner/ Promoter / Developer has entered into a standard Agreement with Architect Mr. Ashok Jamdar and structural Engineer Mr. Milind Rathi.

AND WHEREAS the Owner/ Promoter / Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no. **P516000----** ----- **dtd.** -----Authenticated copy is attached in **Annexure 'F'**;

AND WHEREAS by virtue of the development agreement the Owner/ Promoter / Developer has sole and exclusive right to sell the Apartments / flats in the said building/s to be constructed by the Owner/ Promoter / Developer on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments / offices to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or 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 Owner/ Promoter / Developer to the project land on which the Flat / Apartment 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, layout as approved by the concerned authorities have been annexed hereto and marked as **Annexure-C-1**;

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-2**.

AND WHEREAS the copies of the building plans and specifications of the Flat / 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 Owner/ Promoter / Developer 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 to be performed to be developer/promoter, while developing the said land and said building and upon due observance and performance of which only the completion or occupancy certificate in respect to the said building shall be granted by the concerned local authority.

AND WHEREAS the Owner/ Promoter / Developer has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Owner/ Promoter / Developer for allotment of a **Flat** bearing number -----on the ----- **floor**, (herein after referred to as the said " Flat/ Apartment ") in Building called PUSHKRAJKUBER.

AND WHEREAS the carpet area of the said **Flat is -----square meters** and "carpet area" means the net usable floor area of an Flat / Apartment , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat / Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat / Apartment

for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat/ 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 Owner/ Promoter / Developer a sum of **Rs. -----/- (Rupees ----- only)** , being part payment of the sale consideration of the Flat / Apartment agreed to be sold by the Owner/ Promoter / Developer to the Allottee as advance payment (the payment and receipt whereof the Owner/ Promoter / Developer both hereby admit and acknowledge) and the Allottee has agreed to pay to the Owner/ Promoter / Developer the balance of the sale consideration in the manner hereinafter mentioned.

AND WHEREAS the developer / promoter has registered the project under the provisions of Real Estate (Regulation and Redevelopment) Act 2016 with the Real Estate Authority at no. _____

AND WHEREAS u/s 13 of the said Act, the promoter is required to execute a written agreement for sale of the said flat/ apartment with the allottee, being in fact, these presents and also to registered said act 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 Owner/ Promoter / Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Flat (as mentioned in schedule B hereinafter) and the garage/covered parking(if applicable)

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

- (1) The Owner/ Promoter / Developer shall construct building on Ground Floor 5 shops, and First Floor 5 Offices, First Floor 4 Flats and Second to Seventh Floor 36, thus total 40 flats, 5 Shops and 5 Offices consisting Ground, First, Second, Third, Fourth, Fifth, Sixth and Seventh floor, 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 Owner/ Promoter / Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat / 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 Owner/ Promoter / Developer and the Owner/ Promoter / Developer hereby agrees to sell to the Allottee **Flat no.** ----- of carpet area admeasuring - ----- **sq. meters on ----- floor** in the building **TULSI VASUNDHARA** (hereinafter referred to as "the Flat / Apartment ") as shown in the Floor plan thereof hereto annexed and marked Annexure-C1 and C-2, for the consideration of **Rs.** -----/- (**Rupees** _____ **only**) being the proportionate price for the common areas, and facilities appurtenant to the premises, the nature, extend and description of the common areas and facilities, which are more particularly described in the Second Schedule annexed herewith; (the price of the Flat / Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The allottee hereby agrees to purchase from the Promoter, and the promoter hereby agrees to sale the allottee garage bearing no. _____ situated at _____ basement and / or stilt and / or _____ podium being constructed in the layout for the consideration of Rs. _____.
- (iii) The allottee hereby agrees to purchase from the Promoter, and the promoter hereby agrees to sale to the allottee covered parking spaces bearing no. _____ situated at basement and / or stilt and / or _____ podium being constructed in the layout for the consideration of Rs. _____.
- 1(b) The total aggregate consideration amount for the Flat / Apartment including covered parking spaces is thus **Rs.** _____/- (**Rupees Thirty** _____ **only**)
- 1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____/- (**Rupees**

_____ **only** as advance payment or application fee as shown below.

Amount

Particulars.

_____ /- By cheque no. _____

**Balance amount of Rs. _____ /- Rupees
_____ only) is to in the following manner
:-**

Sr.	Amount	Particularly
1.	_____ /-	Plinth Completion being 6% of the total consideration.
2.	_____ /-	First slab completion being 6% of the total consideration
3.	_____ /-	Second slab completion being 6% of the total consideration
4.	_____ /-	Third slab completion being 6% of the total consideration
5.	_____ /-	Fourth slab completion being 6% of the total consideration
6.	_____ /-	Fifth slab completion being 6% of the total consideration
7.	_____ /-	Sixth slab completion being 6% of the total consideration
8.	_____ /-	Seventh slab completion being 6% of the total consideration
9.	_____ /-	Brick work completion being 10% of the total consideration.
10.	_____ /-	Internal and External plaster completion being the 10% of the total consideration.

- | | | |
|-----|----------|--|
| 11. | _____ /- | Tiles fitting work completion being 10% of the total consideration |
| 12. | _____ /- | Electrical wiring and fitting completion being 5% of the total consideration |
| 13. | _____ /- | Doors and windows fitting being 5% of the total consideration |
| 14. | _____ /- | External and Internal coloring being 5% of the total consideration |
| 15. | _____ /- | At the time of possession 5% of the total consideration |

1(d) The total price above excludes taxes (consisting of the tax paid or payable by the promoter by way of value added tax, service tax, 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) upto the date of the handing over of the possession of the apartment.

1(e) The Total consideration price is escalation-free, save and except escalation / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in the charges which may be levied or imposed by the competent authority/ local bodies/ government from time to time. The promoter undertake 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.

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 @ – % per annum for the period by which the respective installments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the promoter.

1(g) The Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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(h) The Allottee authorizes the Owner/ Promoter / Developer 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 Owner/ Promoter / Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner/ Promoter / Developer to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

(2.1) The Owner/ Promoter / Developer 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 Flat / Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat / Apartment .

- (2.2) Time is essence of this contract for the Owner/ Promoter / Developer as well as the Allottee. The Owner/ Promoter / Developer shall abide by the time schedule for completing the project and handing over the (Flat / Apartment) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 Owner/ Promoter / Developer as provided in clause 1 (c) herein above. ("Payment Plan").
- (3) The Owner/ Promoter / Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and promoter has planned to utilize Floor space Index of _____by availing of TDR or FSI available on payments of premium 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 of Development Control Regulation, which are applicable to the said project. The Promoter has disclosed the Floor Space Index of — as proposed to be utilized by him on the project land on the said project and the allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.
- (4.1) If the Owner/ Promoter / Developer fails to abide by the time schedule for completing the project and handing over the (Flat / Apartment) to the Allottee, the Owner/ Promoter / Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the rules, 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 Rules, on all the delayed payment which become due and payable by the Allottee to the Owner/ Promoter / Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- (4.2) Without prejudice to the right of Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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 installments, the Owner/ Promoter / Developer shall at his own option, may terminate this Agreement:

Provided that, Owner/ Promoter / Developer 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 Owner/ Promoter / Developer within the period of notice then at the end of such notice period, Owner/ Promoter / Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/ Promoter / Developer 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 installments of sale consideration of the Flat / 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 Owner/ Promoter / Developer in the said building and the Flat / Apartment as are set out in Annexure 'E', annexed hereto.
- (6) The Owner/ Promoter / Developer shall give possession of the Flat / Apartment to the Allottee on or before ----- . If the Owner/ Promoter / Developer fails or neglects to give possession of the Flat / Apartment to the Allottee on account of reasons beyond his control and of his agents by the

aforesaid date then the Owner/ Promoter / Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat / Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner/ Promoter / Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner/ Promoter / Developer shall be entitled to reasonable extension of time for giving delivery of Flat / Apartment on the aforesaid date, if the completion of building in which the Flat / 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Flat / Apartment) , to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Owner/ Promoter / Developer shall give possession of the (Flat / Apartment) to the Allottee. The Owner/ Promoter / Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner/ Promoter / Developer or association of allottees, as the case may be.

The Owner/ Promoter / Developer 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 Flat / Apartment within 15 days of the written notice from the Owner/ Promoter / Developer to the Allottee intimating that the said Flat / Apartment is ready for use and occupancy:

- (7.3) **Failure of Allottee to take Possession of (Flat / Apartment) :** Upon receiving a written intimation from the Owner/ Promoter / Developer as per clause 8.1, the Allottee shall take possession of the (Flat / Apartment) from the Owner/ Promoter / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/ Promoter / Developer shall give possession of the (Flat / Apartment) 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 five years from the date of handing over the Flat / Apartment to the Allottee, the Allottee brings to the notice of the Owner/ Promoter / Developer any structural defect in the Flat / Apartment or the building in which the Flat / 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 Owner/ Promoter / Developer 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.
- (8) The Allottee shall use the Flat / Apartment or any part thereof or permit the same to be used only for purpose of *residence / Flat / show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- (9) The Allottee along with other allottee(s) of Flat / Apartment 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 Owner/ Promoter / Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/ Promoter / Developer within seven days of the same being forwarded by the Owner/ Promoter / Developer

to the Allottee, so as to enable the Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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/Owner/ Promoter / Developer and/or the owners in the said structure of the Building or wing in which the said Flat / Apartment is situated.
- (9.2) The Owner/ Promoter / Developer shall, within three months of registration of the Association or Societies or Limited Company, as aforesaid, cause to be transferred to the Association or Societies or Limited Company all the right, title and the interest of the Vendor / Lessor / Original Owner/Owner/ Promoter / Developer 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 outgoing in respect of the project land and building namely, local taxes, betterment charges or such other levies by the concerned local authority and/ or government, water charges, insurance, common lights, repairs and salaries of the clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building until the society or the limited company is formed and the said structure of the building or wings is transferred to it, the allottee shall pay to the promoter such a share of the outgoings that 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 Rs. _____ per month towards the outgoings. The amount so paid by the allottee to the promoter shall not carry any

interest and remain with the promoter until a conveyance / assignment of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment 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) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout
- (11) The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or 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 or Lease of the structure of the building or wing of the building,

the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company 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 Association or Societies or Limited Company 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 OWNER/ PROMOTER / DEVELOPER The Owner/ Promoter / Developer hereby represents and warrants to the Allottee as follows:
- i. The Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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. 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 whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of 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 Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of 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 annexure, 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 [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] 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 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.

- (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:

(Name and Address Allottees's)

R/o. -----

(Name of Owner/ Promoter / Developer & Address)

Tulsi Developers , A partnership firm
Through its partner
Mr. Pradeep Tulshiram Patil
R/o. Flat no. 1/2, Tulsi Angan Apartment
Durga Nagar, Opp. R.T.O. office, Pethroad
Makhmalabad Shivar, Nasik 422 003

It shall be the duty of the Allottee and the Owner/ Promoter / Developer 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 Owner/ Promoter / Developer 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 allottee.

- (30) Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- (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 _____ courts will have the jurisdiction for this Agreement
- (32) The promoter has informed the allottee and the all other 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 installations of any grill or any doors shall be as per the form prescribed by the vendors / promoters architect.
 - D. The car parking area shall not be enclosed under any circumstances.

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

Schedule A Above Referred to
Description of the freehold land and all other details:-

All that piece and parcel of N.A. land bearing plot no. 1/6/7/8 total measuring 966.11 Sq. Mtrs. out of S. no. 226/2/1, + TDR measuring ----- Sq. Mtrs. situated at village Nashik City-1, Tal. & Dist. Nashik within the limits of Nashik Municipal Corporation, which are collectively bounded as under

East - 18 Mtrs. wide D. P. Road

West - 7.50 Mtrs. colony road
 South - Adj. S. no. 226 part
 North - Plot no. 2 & 5

Schedule B Above Referred to
Description of the premises to be sold to allottee

All that piece and parcel of constructed premises bearing **Flat no. -----**, on ----- floor, measuring area ----- Sq. Mtrs. carpet, in the project known as **TULSI VASUNDHARA** being constructed upon the land mentioned in schedule A above, and the premises is bounded as under

East -
 West -
 South -
 North -

SCHEDULE -III

OF THE SPECIFICATION AND AMENITIES PROVIDED IN

THE SAID UNIT / BUILDING HEREINABOVE REFERED TO

1. Building will be R.C.C. framed structure with Frame analysis for Earth quake resistant Structure one while designing the building.
2. All external walls will be 6" thick in Brick / block masonry. Internal walls shall be 4" thick brick / block masonry.
3. External plaster sand faced "Double coat" in cement with acrylic paint and internal plaster in neeru finish with lime wash paint.
4. Flooring shall be 24"x 24" vitrified tiles with skirting.
5. Ceramic flooring with Glazed tiles 8" X 8" of size up to 3' will be provided for bathroom and toilet.
6. Concealed plumbing in Toilet.
7. Standard/Concealed wiring in the premises with branded switches.
8. 2 Lifts with battery/generator back-up will be provided as a common facility.

If any extra amenities are required by the purchaser/s the same will be provided by vendor after getting extra charges for that.

SCHEDULE IV COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE BUILDING.

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes, if any and electric wires in under and upon the building and enjoyed or used by the purchaser/s in common with other occupiers of other Units and main entrance, passages, landings and staircases, roofs of the building as enjoyed by the purchaser/s or used by him in common as aforesaid.
2. The cost of clearing and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the purchaser/s in common as aforesaid.
3. The costs of the decorating the exterior of the building.
4. The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by vendor / promoter, Apartment Association or Co Op Society to manage and look after the building.
5. The cost of maintenance of other lights and services charges.
6. Lift maintenance as per contract & govt. norms.
7. Firefighting systems as per govt. norms.
8. Coloring & repairing after every five years.

IN WITNESS WHERE OF, the parties herein and on the duplicate hereof, set and subscribed their respective hands, seals on the day and month and the year first hereinabove mentioned.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
OWNER/ PROMOTER / DEVELOPER
Tulsi Developers , A partnership firm
Through its partner
Mr. Pradeep Tulshiram Patil

TULSI DEVELOPERS


PARTNER

SIGNED AND DELIVERED
BY THE WITHIN NAMED **PURCHASER/S**

in the presence of WITNESSES:

1. Name
Signature

2. Name
Signature

ANNEXURE – A
Title Report

Name of the Attorney at Law/Advocate- Mr. L. R. Unhale
Address : Office no. 18, Second floor, Shivram Sankul
Kanherwadi, Nashik -422 002
Date : 10/04/2023

ANNEXURE –B

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

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned 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 buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

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

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

The Promoter/s.

