

ZONE No.	: 5.3
GOVT. Rate RS.	:- 51,000/-
GOVT. VALUATION Rs.	:- 43,08,430/-
CONSIDERATION Rs.	:- 44,90,000/-
STAMP RS.	:- 2,69,400/-
REGISTRATION FEES RS.	:- 30,000/-
PAGING	:- 700/- (Approx. 35 Pages)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of Constructed area made and executed on this 14th day of **February**, in the year **Two Thousand Twenty Four** at Nashik.

BETWEEN

M/S. SHREE DREAM BUILDERS,

Pan No.: ABUFS 6984 Q.

Partnership Firm, Through its Partner -

MR. NAKUL DILIP BHAVSAR,

Age: 38 Yrs., Occ.: Business,

Pan No.: ASNPB 8830 G

Aadhar No.: 8021 5232 0718

Mob. No. 9730477176

R/o. Flat No. 6, D Block, Near Indraprasth Hall,
Old Gangapur Naka, Nashik - 422 005.

Hereinafter referred to as the **PROMOTERS** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said person, his heirs, legal representatives, executors, administrators, assignees.] of the **FIRST PART**.

AND

1) ASHISH BHARAMANNA TALIKOT

Age: 37 Years, Occupation: Service,

PAN: AGQPT0747H

AADHAAR: 6611 2413 2895

Mob. No. 9890135153

2) BHAKTI ASHISH TALIKOT

Age: 37 Years, Occupation: Business,

PAN: BLPPP7044A

AADHAAR: 4286 5087 5462

Mob. No. 9822594632

Both R/o: Plot No. 9, Abhinandan Bungalow,
Kale Nagar No. 2, Pipeline Road, Anandwalli, Nashik-422013

Hereinafter referred to as the **ALLOTTEE/S** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/ her /their heirs, legal representatives, executors and administrators, assignees.] of the **SECOND PART**.

WHEREAS land Plot No. 8 to 11 more particularly described in **Schedule I** is presently owned by **Promoter**.

AND WHEREAS Plot No. 8 & 9 were purchased by Shree Dream Builders Partnership Firm from Mr. Jaiprakash Shivnarayan Rathi vide Sale Deed registered at Sr. No. 3541 dtd. 22.3.2013 at Nasik Sub Registrar - V and its name was recorded vide M.E. No. 9123.

AND WHEREAS Mrs. Sangita Dilip Bhavsar and Mr. Dilip Yadav Bhavsar purchased Plot No. 10 from Mr. Jaiprakash Shivnarayan Rathi vide Sale Deed registered at Sr. No. 10127 dtd. 31.08.2013 at Nasik Sub Registrar - V and their names were recorded vide M.E. No. 9213.

AND WHEREAS Mr. Dilip Yadav Bhavsar expired on 22.12.2020 leaving behind legal heirs Smt.

Sangita Dilip Bhavsar (widow), Mr. Nakul Dilip Bhavsar (son), Mrs. Mansi Nikhil Arbatti, Miss Anuja Dilip Bhavsar (daughters), Smt. Champavati Yadav Bhavsar (pre deceased mother dtd. 2.3.2019) and their names were recorded on plot no. 10 vide M.E. No. 13071.

AND WHEREAS Mrs. Mansi Nikhil Arbatti, Miss Anuja Dilip Bhavsar released their rights in plot no. 10 in favor of Sangita Dilip Bhavsar and Mr. Nakul Dilip Bhavsar vide Release Deed registered at Sr. No. 9885 dtd. 10.12.2021 at Nasik Sub Registrar - VI and its effect was given vide M.E. No. 13531.

AND WHEREAS Mr. Nakul Dilip Bhavsar purchased Plot No. 11 from Jaiprakash Shivnarayan Rathi vide Sale Deed registered at Sr. No. 9860 dtd. 26.08.2013 at Nasik Sub Registrar - V and their names were recorded vide M.E. No. 9205.

AND WHEREAS Shree Dream Builders Partnership Firm purchased Plot No. 10 & 11 from Smt. Sangita Dilip Bhavsar and Mr. Nakul Dilip Bhavsar vide Sale Deed registered at Sr. No. 8561 dtd 7.9.2022 at Nasik Sub Registrar - III and its name is recorded vide M.E. No. 14119.

AND WHEREAS TDR sale deed for TDR of 1160.90 sq. mtr. from S. no. 220/6, S. no. 221/4, S. no 221/10 of Deolali - 2 is executed by Vasant Shivaji Aringale, Vimalbai Shivaji Aringale, Changdeo Shivaji Aringale, Ram Shivaji Aringale in favor of Shree Dream Builders Partnership Firm registered at sr. no. 7035 dtd. 13.7.2022 at Nasik Sub Registrar - VII.

AND WHEREAS Shree Dream Builders Partnership Firm is going to develop the property described in **Schedule I** by constructing a building for Residential purpose. Thus, they have decided to construct a building under the name and style of **DB'S EMPYREAN** for Residential purpose. They have appointed **Mr. Nakul Bhavsar as Architect & Mr. B. P. Bhavsar as Structural Engineers**. In accordance with the same Promoter has procured building permission issued by **Nasik Municipal Corporation** numbered at **LND/BP/A1/BP/106/2022 dtd. 22.07.2022**.

AND WHEREAS in the said building there are **Ground + 7 Floors** along with all the amenities as stated in the present agreement for sale.

AND WHEREAS registration of project under Real Estate [Regulation & Development] Act, 2016 has been done and registration number **P51600047666** has been granted to the present project on **17/11/2022** and copy of the said approval is attached along with present agreement for sale. As per the declaration on the said approval, Promoter has agreed to give possession of the premise until **31/12/2027** and in case of force majeure until **twelve months** and shall abide by the same along with every other condition mentioned therein.

AND WHEREAS promoter prepared amalgamation plan of Plot No. 8 to 11 which has got approved from Nashik Municipal Corporation by Amalgamation Order dated 03/11/2022, vide letter No. NNV/WS/565/2022 and as per the amalgamation plan the new amalgamated plot came on revenue records.

AND WHEREAS in the project **DB'S EMPYREAN** under construction, the ground floor is to be used exclusively for parking as per approved building plan.

AND WHEREAS as per the said approved plan the Promoter herein has commenced construction of a residential project having name **DB'S EMPYREAN**.

AND WHEREAS N.A. permission for residential purpose for S. no. 33/1A/1/1A is issued by Collector office numbered at Kra Maha/Kaksha-3/Bi She Pra Kra/440/98 dtd 28.7.1999

AND WHEREAS Final Layout is approved by Assistant Director of Town Planning vide letter numbered at Ja No./Nagar Rachana Vibhag/Antim/12/(Satpur) dtd. 9.8.2001.

AND WHEREAS The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

AND WHEREAS The Allottee had applied for a Flat in the Project vide application and has been allotted **Flat No. A-701 in A Wing** more particularly described in **Schedule A**. Promoter reserve their right to revise the plans of the project in future if necessary without hampering the area sold to the Allottee vide present Agreement for Sale. Allottee herein records their absolute and unconditional consent to the same.

AND WHEREAS The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

AND WHEREAS The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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 In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the premise described in **Schedule A**.

AND WHEREAS the title of the promoter is not affected by:

1. Any covenants affecting the said property. – **None**.
2. Any impediments attached to the said property. – **None**.
3. Number and area occupied by Tenants and how they are proposed to be settled so as to have clean possession of the said property. – **None**.
4. Details of illegal encroachment on the said property. – **None**.
5. Any permission [if any] required from any Government of Authority which affects the title to the property and details of all such required permissions obtained. – **None**.
6. Details of Mortgage or Lien or Charge on the said property. – **None**.

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

1. The Promoter shall construct the said building consisting of Ground + 7 Floors on the land described in **Schedule I** in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. A-701 on Seventh Floor** admeasuring of **61.45 Sq. Meters** of carpet area + **7.6 Sq. Meters** area of **Enclosed Balcony** + **10.23 Sq. Meter** area of **Terrace** in the building **A Wing** of the project called **DB'S EMPYREAN** along with the Parking area for exclusive use along with the said premises as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 44,90,000/- (In words Rupees Forty Four Lakhs Ninty Thousand Only)** including the common areas and

facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. Said premise is more particularly described in **Schedule A**.

- 1(c) The allottee has paid on or before execution of this agreement a sum of **Rs. 10,000/- (In words Rupees Ten Thousand Only)** by way of Cheque No. 894130, dtd. 08/02/2024 drawn on State Bank of India, Branch Thhatewadi, Nashik.
As advance payment and hereby agrees to pay to the Promoter balance amount of **Rs.44,80,000/- in words Rupees Fourty Four Lakhs Eighty Thousand Only** in the following manner:
- 1) Amount of Rs. 31,30,000/- (Rupees Thirty One Lakhs Thirty Thousand Only) out of Consideration Amount is to be paid on completion of 8th Slab of the wing in which the said apartment is located.
 - 2) Amount of Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) out of Consideration Amount is to be paid on completion of Internal & External Walls of the said apartment.
 - 3) Amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) out of Consideration Amount is to be paid on completion of External & Internal Plaster of the said apartment.
 - 4) Amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) out of Consideration Amount is to be paid on completion of Floor work of the apartment & External Plumbing & Terrace Waterproofing of the wing in which the said apartment is located.
 - 5) Amount of Rs. 2,20,000/- (Rupees Two Lakhs Twenty Thousand Only) out of Consideration Amount is to be paid on completion of windows sanitary fitting fo the said apartment & staircase lobby upto the floor level of the said apartment.
 - 6) Amount of Rs. 1,00,000/- (Rupees One Lakh Only) out of Consideration Amount is to be paid on completion of Lift, Water pump, Electrical Fitting, Plinth protection Paving of areas appertain of the wing in which the said apartment is located.
 - 7) Amount of Rs. 30,000/- (Rupees Thirty Thousand Only) out of Consideration Amount is to be paid on or before Possession.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0.25% per annum for the period by which the respective instalment 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 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1620.21 square meters only and Promoter has planned to utilize Floor Space Index of 4235.79 sq. meters 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 of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by

the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 45 days [forty-five days] of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure, annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or **before 31st December 2027**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- 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 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 Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the

occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee 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 Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable **and also if any dues are pending towards the Promoter from the total consideration of the premise described in Schedule 'A'**.
- 7.4 If within period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. **'Defect' here means that only the manufacturing defect caused on account of willful neglect on part of the Promoter and shall not mean any damage that might be sustained on account of repairs or furnishing undertaken by other Allottees who have purchased premises in the project. Furthermore, in case of any internal repairs, refurbishing, renovations, decorations, interior work, internal wiring of any sort, alternation in water pipes, installation of new power points and any other work initiated and carried out by Allottee/Purchaser in any manner whatsoever on his own, the responsibility for any damage or structural defects occurring from the same shall not rest upon Promoter.** For assessment of such damage stemming from furnishing of unfurnished premise done by Allottees who have purchased them, report issued by Architects and Technical Consultants of Promoter shall be considered as final and Allottee records their unconditional consent to the same. **Also, the structural defect in this case shall not include the shrinkage cracks, wear and tear occurring due to natural weather, rains, heat or cold. Damage on account of torrential downpours, heatwaves or cold waves shall not be considered under as Defect Liability.**
- In case of warranties for services like elevators, battery back up and other assorted amenities/services requiring annual and timely maintenance ending before the defect liability period then responsibility of the same shall rest upon the Allottee along with other Allottees in the project DB's Emphyrean and Promoter shall not be held responsible on account any damage occurring due to Allottees not renewing the annual maintenance contracts and/or warranties in a timely manner.**
- 7.5 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose approved by **Nasik Municipal Corporation** exclusively for **Residential** purpose.
- 7.6 **The Allottee along with other allottee(s) of Apartments in the building shall join in Apartment Formation and shall become member, of the said apartment association and that Allottee along with other allottee (s) of Apartments in the building shall accept and abide by all the bylaws of the Apartment Association. 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 any Competent Authority.

- 7.7 ***The Promoter shall, within three months of Final Occupancy Certificate execute a Deed of Declaration of Apartment and transfer all of their interests in the land and the project apart from the premises still retained by them in favor of Apartment Association.***
- 8.1 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/s 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 clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional yearly contribution of Rs. 20,000/- in words Rupees Twenty Thousand Only for first year towards the outgoing. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. Said amount referred above shall be deposited by all the potential allottees for maintenance of 1 year from the date when Allottees have taken possession of at least 10% of the premises in the present project.
9. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
1. Rs. 65,000/- for Elevator Maintenance deposit as contribution towards outgoing related to elevator & other maintenance of Apartment Association.
 2. Rs. 65,000/- For Deposit towards Water, Electric, and other utility and services connection charges.
10. The Allottee shall pay to the Promoter a sum of Rs. 25,000/- in words Rupees Twenty Five Thousand Only for meeting all legal costs, charges and expenses, including professional costs of the 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.
11. At the time of registration of conveyance 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 Apartment Association on such conveyance if any or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and

registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apartment Association.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed herewith and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment 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.

13. 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 tenantable 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 Apartment Association 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 Apartment Association 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 Apartment Association the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
14. 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 formation of Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. 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.
16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
- After the Promoter executes this Agreement he shall not mortgage or create a charge on the premise described in Schedule 'A' 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.

If at all Promoter wishes to mortgage any other premises that remain in name of the Promoter in the project DB's Emphyrean, he shall be empowered to do so and Allottee records their absolute and unconditional consent to the same.

17. 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.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

19. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

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

21. 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.

22. 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 to the total carpet area of all the Apartment in the Project.

23. 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.

24. 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 Nashik.

25. The Allottee and/or Promoter shall present this Agreement as well as the Deed of Apartment 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.

26. 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 at their respective addresses specified below: **1) ASHISH BHARAMANNA TALIKOT, 2) BHAKTI ASHISH TALIKOT**, Both R/o: Plot No. 9, Abhinandan Bungalow, Kale Nagar No. 2, Pipeline Road, Anandwalli, Nashik-422013 [**Allottee**] AND **Shree Dream Builders Partnership Firm [Promoter]** having address at: **Nashik**. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

27. 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.

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

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

30. GOVERNING LAW

31. 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 situated at Nasik shall have jurisdiction for any dispute resolution.

SCHEDULE I

All that piece and parcel of N.A. landed property i.e. **Plot No. 8+9+10+11** admeasuring total plot area **1274.61 sq. meters** from and out of **S. No. 33/1A/1/1A** (As per computerized 7/12 Extract **S. No. 33/1A/1/1A/Plot/8/9/10/11**) situated at Village **Anandwalli**, Tal. and Dist. Nashik within limits of **Nashik Municipal Corporation** and Urban Agglomeration Nashik. The plots are cumulatively / jointly bounded as:

East: Colony Road.
West: Plot No. 12, 14 & 15.
South: Colony Road.
North: Colony Road.

Second Schedule Above Referred to of the Common Areas & Facilities**A. Common areas and facilities**

1. Common Overhead & Underground water tank(s) pump(s), meter(s).
2. Common electric and water meter/s, Septic Tank/s.
3. Common Passages, Staircases, Lift, lift well/s, machine room/s, if provided.
4. Drainage, waterlines and electrical network.
- 5 Building Roof Terrace of the Building

B. Limited /Restricted areas and Facilities

- 1 Parking Spaces allotted to specific unit holders.
- 2 Terraces.
- 3 Open Spaces.
- 4 Generally all premises and facilities other than those mentioned in Schedule A.

SCHEDULE 'A'

On the aforesaid property described in **Schedule I** project under the name and style as "**DB's Empyrean**" is under construction, from and out of the said project **A Wing** out of that premise bearing **Flat No. A-701** on **Seventh Floor** admeasuring of **61.45 Sq. Meters** of carpet area + **7.6 Sq. Meters** area of **Enclosed Balcony** + **10.23 Sq. Meter** area of **Terrace** and the said premise is bounded as:

East : Side Margin
 West : Flat No. A-704
 South : Flat No. A-702
 North : Side Margin

ANNEXURE

(Specification and amenities for the Apartment)

1. R.C.C. Frame structure with tested steel & Portland cement.
2. 6 "thick external & 4" thick internal brick walls with external sand face & internal neeru finish plaster.
3. External single coat of white cement & two coats of external paint.
4. Internal oil bond tractor distemper of Asian makes with two coats of putti.
5. Windows with powder coated Aluminum windows with mosquito net.
6. Lift.

- 7. Single limited car parking space per flat.
- 8. Wide common staircase with green marble finish & green marble/Diamond tiles in landing.
- 9. Entire parking with paver blocks.
- 10. Decorative compound wall with M.S. gate & security cabin.
- 11. Main door of wooden flush door with having metal hardware fittings.
- 12. All other rooms with wooden flush door with emulsion paint having Aluminum hardware fittings.
- 13. Entire flat will have 600 x 600 mm ceramic tiles.
- 14. All toilets in flat will have dado up to 8' height with good quality glaze tiles.
- 15. Toilets flooring will be of 1' x 1' ceramic tiles.
- 16. All toilet will have shower & mixer.
- 17. One common wash hand basin & one in master toilet.
- 18. Kitchen will have 7' length black gray spotted granite otta with stainless steel sink.
- 19. Drinking water & normal water connection in kitchen sink with one additional connection for water filter.
- 20. Separate under-ground & separate overhead water tanks for washing, drinking & cooking purpose.
- 21. Attached terrace will have ceramic flooring.
- 22. Electrification will be partly concealed with concealed switchboard.
- 23. Cable & telephone point in living room.
- 24. Drainage line connected to NMC sewerage line through septic tank.
- 25. M.S. Railing for Balcony, Terrace & Standing Balcony.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first hereinabove mentioned at Nasik.

SIGNED, SEALED & DELIVERED
 by within named **PROMOTERS/BUILDERS**
M/S. SHREE DREAM BUILDERS,
 Partnership Firm, **Through its Partner -**
MR. NAKUL DILIP BHAVSAR

SINGED SEALED & DELIVERED
 by the within named **PURCHASERS**

1) ASHISH BHARAMANNA TALIKOT

2) BHAKTI ASHISH TALIKOT

In the presence of ...

1. -----

2. -----

RECEIPT

I say received the allottee has paid on or before execution of this agreement a sum of **Rs. 10,000/- (In words Rupees Ten Thousand Only)** by way of Cheque No. 894130, dtd. 08/02/2024 drawn on State Bank of India, Branch Thhatewadi, Nashik towards part payment for which separate receipt is issued by Promoter.

SIGNED, SEALED & DELIVERED
by within named **PROMOTERS/BUILDERS**
M/S. SHREE DREAM BUILDERS,
Partnership Firm, **Through its Partner -**
MR. NAKUL DILIP BHAVSAR

SINGED SEALED & DELIVERED
by the within named **PURCHASERS**

1) ASHISH BHARAMANNA TALIKOT

2) BHAKTI ASHISH TALIKOT
