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<b>Zone No.</b>	-	<b>1.3.4</b>
<b>Government Rate Per Sq. Mtrs.</b>	-	<b>Rs.</b>
<b>Government Valuation</b>	-	<b>Rs.</b>
<b>Consideration Value</b>	-	<b>Rs.</b>
<b>Stamp Duty</b>	-	<b>Rs.</b>
<b>Registration Fees</b>	-	<b>Rs.</b>
<b>Project RERA Reg. No.</b>	-	

**AGREEMENT OF SALE**

**This Agreement of Sale is made & executed on this ..... day of the Month of January In the Christian year 2024 A.D. At Nashik.**

**BETWEEN**

**Mrs. Sunita Rajendra Bhavsar**, Age - 62 years, Occupation- Agriculturist & Housewife, [PAN- ADDPB 9067 A & AADHAAR- 4342 3982 8810], R/o. Plot No. 18, Behind Tupsakhare Lawns, Chandak Circle, Tidke Colony, Nashik-422002, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include her heirs, executors, administrators, representatives and assigns) of the **ONE PART;**

**AND**

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

**WHEREAS :**

1. Mrs. Sunita Rajendra Bhavsar, (Hereinafter referred to as the Plot Owner & Promoter) is seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing **Revenue Survey No. 868/9/Plot/2 area admeasuring 288.90 sq. mtrs., Survey No. 868/9/Plot/3 area admeasuring 297.98 sq. mtrs., Survey No. 868/9/Plot/4 area admeasuring 243.78 sq. mtrs. & Survey No. 868/9/Plot/5 area admeasuring 231.94 sq. mtrs.**, situated, lying and being at **Nashik City-4**, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik (more particularly described in Schedule-I, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity).

2. **AND WHEREAS** layout plan of the said property has been finally approved by the Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik vide Order No. Town Planning Department/ Final/ Nashik/91/2266 dtd. 24/03/2003.
3. **AND WHEREAS** the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik vide Order No. Masha/Desk-3/N.A.S.R./4/137/2001 dtd. 28/12/2001.
4. **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.
5. **AND WHEREAS** the Promoter Mrs. Sunita Rajendra Bhavsar, Mr. Rajendra Chabildas Bhavsar & Smt. Ratnamala Narayandas Bhavsar have purchased Plot No. 2, 3 & 5 from 1] Shri. Ranganath Shivram Patil, Shri. Baburao Vithoba Kashmire, 3] Shri. Balu Fakira Pekhale, 4] Shri. Motiram Fakira Pekhale & 5] Shri. Bapu Hari Katad through their GPA Holder Shri. Rajendra Chabildas Bhavsar vide registered Sale Deeds dtd. 22/03/2010 bearing Reg.No. 2736/2010 dtd.22/03/2010. In pursuance of execution of the said Sale Deed the name of the Promoter, Mr. Rajendra Chabildas Bhavsar & Smt. Ratnamala Narayandas Bhavsar were entered into ownership column of the said Plot No. 2, 3 & 5 vide M.E. No. 67126 respectively.
6. **AND WHEREAS** the Promoter Mrs. Sunita Rajendra Bhavsar & Mr. Rajendra Chabildas Bhavsar have purchased Plot No. 4 from 1] Shri. Ranganath Shivram Patil, Shri. Baburao Vithoba Kashmire, 3] Shri. Balu Fakira Pekhale, 4] Shri. Motiram Fakira Pekhale & 5] Shri. Bapu Hari Katad through their GPA Holder Shri. Rajendra Chabildas Bhavsar vide registered Sale Deed dtd. 28/10/2013 bearing Reg.No. 12109/2013 dtd.28/10/2013. In pursuance of execution of the said Sale Deed the name of the Promoter & Mr. Rajendra Chabildas Bhavsar were entered into ownership column of the said Plot No. 4 vide M.E. No. 91188.
7. **AND WHEREAS** Shri. Rajendra Chabildas Bhavsar as a Party No. 01, the Promoter Sau. Sunita Rajendra Bhavsar as a Party No.02 and Smt. Ratnamala Narayandas Bhavsar as Party No.03 have executed Partition Deed among themselves with respect to land bearing Survey No. 868/9/Plot/2, Survey No.888/9/Plot/3 and Survey No. 868/9/Plot/5 and other plots. The said Partition Deed has been registered with Sub-Registrar, Nashik-5 at Sr. No.4439/2023 on 05/04/2023. In pursuance whereof above mentioned Plot No.02, 03, and 05 have come to the share of Mrs. Sunita Rajendra Bhavsar. Hence, the name of Mrs. Sunita Rajendra Bhavsar has been continued and the names of other co-

owners Shri. Rajendra Chabildas Bhavsar & Smt. Ratnamala Narayandas Bhavsar have been deleted from the ownership column of the said plots.

- 8. AND WHEREAS** one of the co-owner Shri. Rajendra Chabildas Bhavsar gifted undivided half share admeasuring 121.89 sq. mtrs. out of land bearing Survey No. 868/9/Plot/4 to his wife i.e. the Promoter Sau. Sunita Rajendra Bhavsar vide Gift Deed dtd. 27/09/2023. The said Gift Deed has been duly registered in the office of Sub-Registrar, Nashik vide Reg. No. 7748/2023 dtd. 27/09/2023. In pursuance whereof name of donor Shri. Rajendra Chabildas Bhavsar has been deleted from the ownership column of the said plot vide M.E. No. 408404. Thus the Promoter & owner Mrs. Sunita Rajendra Bhavsar has become absolute owner & possessor of the said plots described in Schedule-I of this Agreement.
- 9. AND WHEREAS** the Promoter purchased T.D.R. F.S.I. area admeasuring 365.97 sq. mtrs. [vide Formula =  $266.16 \times 16500/12000 = 365.97$  sq. mtrs.] out of DRC No. 1117 dtd. 21/09/2023 from Shri. Madhav Valu Pingale & Shri. Pankaj Vishwanath Pingale vide Sale Deed dtd. 01/10/2023 bearing Reg. No. 7953/2023.
- 10. AND WHEREAS** the Promoter has decided to construct multi-storied building consisting of various residential & commercial premises and the building shall be known as **Shree Kausalyeshwar Residency** (hereinafter referred as the said building) on the said property, consisting of residential flats, commercial shops, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein on **OWNERSHIP BASIS** to the intending Allottees.
- 11. AND WHEREAS** the Promoter have prepared building plan of the proposed buildings on the said property and got it sanctioned from the Nashik Municipal Corporation vide Commencement Certificate No. LND/BP/A-4/182/2023 dtd. 18/10/2023.
- 12. AND WHEREAS** the Promoter have decided to construct a building on the said property consisting of Ground Floor & First to Seventh Floor. The Ground Floor Consist of 9 Shops and First Floor to Seventh Floor each floor consist of 4 Residential Apartments. Thus the said building consist of 9 Shops & 28 Residential Apartments as per sanctioned building plan.
- 13. AND WHEREAS** the title of the said property is clear, marketable and without any encumbrances and accordingly Title Certificate in respect

of the said property has been issued by Adv. Nandkishor H. Lahoti of Nashik on 18/12/2023.

- 14.** The net carpet area as per sanctioned building plan shall mean and include floor area of all rooms including kitchen excluding external wall including internal wall, floor area of all Bath/WC/Toilet/Passage etc., floor area of balconies/verandah or double height terrace attached to the apartment excluding area under external walls.
- 15.** The Allottees have understood the area calculation of the said flat i.e. net carpet area as per sanctioned building plan from the Promoter. The Allottees after understanding the area calculation of the said flat has decided to purchase the said flat from the Promoter. It is hereby specifically agreed between the parties to this Agreement that the measurement of the area of the said flat shall be measured on the basis of net carpet area as per sanctioned building plan. The said net carpet area shall be measured jointly by the Promoter and the Allottees at the time of delivery of possession of the said flat.
- 16. AND WHEREAS** the Allottees have seen all the documents relating to the title of the said property and also the Building permission, N.A. permission, Title Clearance Certificate, Building Plan of the said building and have satisfied themselves about the title of the Promoter to build the proposed building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the Promoter to construct and to sale the aforesaid premises the Allottees have decided to purchase the said premises from the Promoter on the terms and conditions appearing hereunder.
- 17. AND WHEREAS** the Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;
- 18. AND WHEREAS** the Promoter is in possession of the project land.
- 19. AND WHEREAS** the Promoter has proposed to construct on the project land a multi storied building consisting of various premises as per sanctioned building plan. Details of the said premises together with carpet area and usable carpet area of each & every premises out of the proposed building is appearing in the sanctioned building plan and the said sanctioned building plan is part & parcel of this agreement.
- 20. AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

- 21. AND WHEREAS** the Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No. .... dtd. ..../2023; Authenticated copy is attached herewith.
- 22. AND WHEREAS** the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawing of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- 23. AND WHEREAS** the Promoter has sole and exclusive right to sell the Shops & Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s) of the Shops & Apartments & to receive the sale consideration in respect thereof;
- 24. AND WHEREAS** on demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri. Pankaj Jadhav & Structural Engineer Shri. Shailesh Dhumane of Nashik and of such other documents as are specified under the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made there under;
- 25. AND WHEREAS** the authenticated copies of certificate of title issued by the Advocate of the Promoter, authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment is to be constructed or are to be constructed have been annexed hereto.
- 26. AND WHEREAS** the authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed hereto.
- 27. AND WHEREAS** the authenticated copies of the plans of the amalgamation plan as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.
- 28. AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottees, as sanctioned and approved by the Local Authority have been annexed herewith.
- 29. AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations,

sections and of the said building 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.

- 30. AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.
- 31. AND WHEREAS** the Promoter has not used & utilized total F.S.I. area available for construction of building on the project land. The Promoter shall have exclusive & inherent right, title & interest to consume, use & utilize total F.S.I. area for construction of building on the said project land. As mentioned hereinabove some area of F.S.I. is not yet utilized & hence the Promoter reserve the right to construct additional floors on the said building consisting of various residential apartments subject to obtaining building permission from Nashik Municipal Corporation, Nashik.
- 32. AND WHEREAS** the Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned building plans.
- 33. AND WHEREAS**, the Promoter has at the request of the Allottees agreed to sell to the Allottees **Apartment Flat No. .... admeasuring ..... sq. mtrs. net carpet area along with Balcony area ..... sq. mtrs. as per sanctioned building plan on the ..... Floor** out of the said building known as **SHREE KAUSALYESHWAR RESIDENCY**. The Promoter has agreed to sale to the Allottees the said premises on the terms and conditions appearing hereunder.
- 34. 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.
- 35. AND WHEREAS** prior to the execution of these presents the Allottees have paid to the Promoter a **Sum of Rs. ..../- (Rupees .....only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottees as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottees

have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**36. AND WHEREAS** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

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

- 1) The Promoter shall construct the said building consisting of ground and Seven Upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
  - a) Provided that the Promoter shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottees except any alternation or addition required by any Government authorities or due to change in law.
    - i) The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottees **Apartment Flat No. .... on the ..... Floor** out of the building known as **"SHREE KAUSALYESHWAR RESIDENCY"** admeasuring **..... sq. mtrs. net carpet area along with Balcony area ..... sq. mtrs.** as per sanctioned building plan. (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof hereto annexed for the lumpsum consideration of **Rs. ..../-** which also includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule-II annexed herewith.
      - ii) The Allottees hereby agrees to acquire from the Promoter and the Promoter hereby agrees to allot to the Allottees parking space on the Ground Floor of the said building.
    - b) The Allottees have paid on or before execution of this Agreement an amount of Rs. ..../- towards the part consideration of the said apartment to the Promoter by cheque No. .... dtd. .... drawn on ..... Bank, ..... Branch Nashik and hereby agrees to pay to the Promoter the balance amount of consideration of Rs. ..../- (Rupees ..... Lakhs only) in the following manner:-

- i. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. ..../- (Rupees ..... Lakhs ..... Thousand ..... Hundred only) against and at the time of handing over of the possession of the Apartment to the



Allottees on or after receipt of occupancy certificate or completion certificate.

- c) The Total price above excludes taxes (consisting of tax paid or payable by the 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 said flat.
  - d) The total price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/ order/ rules/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
  - e) The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details or 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 Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
  - f) The Allottees authorizes the 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 Allottees undertakes not to object/ demand/direct the Promoter to adjust his payments in any manner.
- 2) 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 Allottees, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the 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 1129.46 sq. mtrs. only and Promoter has planned to utilize floor space Index of 1998.54 sq. mtrs. by availing FSI available on payment of premiums, an area admeasuring 266.16 sq. mtrs. by way of purchasing TDR FSI, and Ancillary area FSI with payment of charges admeasuring 1220.51 sq. mtrs. Thus the Promoter has decided to use & utilize total area of 3219.05 sq. mtrs. for construction of buildings on the said plots. The Promoter has disclosed the Floor Space Index of 3219.05 sq. mtrs. as proposed to be utilized by them on the project land in the said project and Allottees 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) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottees, the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the project, interests as specified in the Rule, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
  - a) Without prejudice to the right of Promoter to charge interest in terms of Clause No.2 mentioned above, on the Allottees committing default in payment on due date of any amount due and payable by the

Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement.

- b) Provided that, Promoter shall give notice of 15 days in writing to the Allottees, by Registered A.D. at the address provided by the Allottees and mail at the E-Mail address provided by the Allottees, of 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 Allottees 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.
  - c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottees (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 this Apartment which may till then have been paid by the Allottees 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 Allottees on or **before** ..... If the Promoter fails or neglects to give possession of the Apartment to the Allottees 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 Allottees the amounts already received by him in respect of the apartment with interest at the same rate as may be mentioned hereinabove 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) **PROCEDURE FOR TAKING POSSESSION :-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the Apartment to the Allottees in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of this provisions, formalities, documentation on part of the Promoter. The Allottees 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 Allottees in writing within 7 days of receiving the occupancy certificate of the said building in which the said Apartment is situated.
- a. The Allottees shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottees intimating that the said Apartment is ready for use and occupancy;
  - b. **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT :-** Upon receiving a written intimation from the Promoter as mentioned hereinabove, the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time mentioned hereinabove, such Allottees shall be liable to pay maintenance charges as applicable from the date of occupation/completion certificate of the said building is received by the Promoter.
  - c. If within a period of 5 years from the date of handing over the Apartment to the Allottees, the Allottees brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, expenses required to rectify such defect in the manner as provided under the Act.
- 8) The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the

allotted parking space only for purpose of keeping or parking vehicle owned by them.

9) **FORMATION OF ORGANISATION OF APARTMENT HOLDERS**

The Promoter shall form Society or Association or a Limited Company within three months from the date of which fifty-one per cent of the total number of allottees have booked their apartment or receipt of Occupancy Certificate whichever is earlier.

The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect

of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, 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 outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the 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.

10) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottees shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance 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 of the project land, the Allottees shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable 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.

11) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Promoter hereby represents and warrants to the Allottees as follows;

- i. The Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter have 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 have 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 have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected.
- vii. The Promoter have 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 Allottees under this Agreement.
- viii. The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the Apartment Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Apartment Association of the Allottees;
- x. The Promoter have 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 till obtaining

occupation and/or completion certificate of the construction of the said building on the project land.

- 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 to the project land and/or the Project except those disclosed in the title report.
- 12) The Allottee/s for 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 tenable repair and condition from the date 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 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 Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
  - iii. To carry out at their 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 Allottees 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 Allottees committing any act in contravention of the above provision, the Allottees 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 Apartment Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance or 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 15 days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or government for 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 Allottees for any purpose other than for the purpose for which it is sold.
- ix. The Allottees 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 Allottees to the Promoter under this agreement are fully paid up.
- x. The Allottees 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 Allottees 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 outgoings 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 Allottees 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 building or any part thereof to view and examine the state and condition thereof.
- 13) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 14) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said plot and building or any part thereof. The Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them 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 Apartment Association and until the project land is transferred to the Apartment Association as hereinbefore mentioned.
- 15) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-** After the Promoter executes this Agreement they 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 Allottees who has taken or agreed to take such Apartment.
- 16) **BINDING EFFECT :-** Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the Schedules along with the payments due as

stipulated in the payment plan within 30 days from the date of receipt by the Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottees 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 Allottees for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever by deducting such expenses as has been incurred by the Promoter for preparing such Agreement.

- 17) **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 as the case may be.
- 18) **RIGHT TO AMEND:-** This Agreement may only be amended through written consent of both the parties to the Agreement.
- 19) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES/ 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.
- 20) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
- 21) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-** Wherever in

this Agreement it is stipulated that the Allottees 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.

- 22) **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.
- 23) **PLACE OF EXECUTION:-** The execution of this Agreement shall be completed 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 Allottees. After the Agreement is duly executed by the Allottees 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.
- 24) The Allottees and/or Promoter shall present this Agreement as well as the conveyance 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.
- 25) That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post A. D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below;

<b>Name of Allottees</b>	<b>Mr.</b>
Address	As per Title Clause
<b>Promoter Name</b>	<b>Mrs. Sunita Rajendra Bhavsar</b>
Address	As per Title Clause

- 26) **JOINT ALLOTTEES :-** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

- 27) **STAMP DUTY, REGISTRATION, GST & MAINTENANCE :-** The Promoter has agreed to pay & bear charges towards stamp duty, registration of this Agreement of Sale. The Promoter has also agreed to pay GST on the transaction of sale of the said premises mentioned in the present Agreement. The Promoter has agreed to pay one-time Maintenance charges in respect of the said premises as may be decided.
- 28) **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 29) **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 civil courts will have the Jurisdiction for this Agreement.

#### **SCHEDULE - I**

##### **Description of the said property referred to above.**

All that piece and parcel of non-agricultural land bearing **Revenue Survey No. 868/9/Plot/2 area admeasuring 288.90 sq. mtrs., Survey No. 868/9/Plot/3 area admeasuring 297.98 sq. mtrs., Survey No. 868/9/Plot/4 area admeasuring 243.78 sq. mtrs. & Survey No. 868/9/Plot/5 area admeasuring 231.94 sq. mtrs.,** situated, lying and being at **Nashik City-4**, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

On or towards the East : By Area of land for future development  
 On or towards the West : By Plot No. 1  
 On or towards the South : By 7.5 Mtr. Existing Road &  
 9 Mtr. Proposed Road  
 On or towards the North : By Adjoining S. No. 868/1

#### **SCHEDULE - II**

##### **Description of the said premises sold under this Agreement.**

On the aforesaid property a building named as "**SHREE KAUSALYESHWAR RESIDENCY**" is under construction and out of the said building the premises of **Apartment Flat No. .... admeasuring ..... sq. mtrs. net carpet area along with Balcony area ..... sq. mtrs. as per sanctioned building plan on the .....Floor** along with Parking Space No. .... on Ground Floor and bounded as under:-

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

### **SCHEDULE – III**

#### **List of the Amenities to be provided in the Said Flat Premises:-**

- 1) Earthquake Resistant R.C.C. framed structure.
- 2) All internal & external walls shall be constructed in Cement Blocks/ Traditional Bricks.
- 3) Wall neeru finish plaster.
- 4) Main Door of Ply Frame with Flush Door with Decorative Laminate.
- 5) Bedroom & Balcony Doors with Granite Frame with Flush Door.
- 6) Water Proof Flush Doors for Toilets & Baths with Granite Frame.
- 7) Three track powder coated Aluminum sliding windows with mosquito mesh.
- 8) Granite Window Frame for all Windows.
- 9) Mild Steel Grills for all Windows.
- 10) Vitrified Flooring in all rooms & balcony area.
- 11) Antiskid tiles in bathroom & toilet.
- 12) Black Granite Kitchen platform 10 fts. length with stainless steel sink.
- 13) Wall Tiles above Kitchen Otta up to slab level.
- 14) Concealed Electric Fitting with adequate light points for entire flat.
- 15) Copper Wiring with Modular Switches & allied accessories.
- 16) Toilet Wall Tiles up to slab level.
- 17) Concealed internal Plumbing with Best Quality Appurtenances & Sanitary Ware.
- 18) Waterproofing Treatment for Terrace & sunk brick-bat.
- 19) Emulsion paints for internal walls.
- 20) Apex paint for Exterior Wall Faces.
- 21) Standard Checkered Tile/Paver Block Flooring for Entire Parking.
- 22) Compound Wall from all sides.
- 23) Steel Gates.
- 24) Ground Water reservoir and Overhead reserve Tank.
- 25) Properly designed drainage system with rainwater consideration.
- 26) Electrical Lift.

27) Rain water harvesting.

28) Rolling Shutters to all Shops together with Toilet Unit in All Shops.

IN WITNESS WHEREOF, THE PARTIES HERETO AND ON THE DUPLICATE  
HEREOF, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE  
DAY AND MONTH AND THE YEAR FIRST WRITTEN HEREINABOVE  
MENTIONED.

SIGNED, SEALED AND DELIVERED BY  
THE WITHINNAMED '**Promoter**'

**Mrs. Sunita Rajendra Bhavsar**

\_\_\_\_\_  
(Promoter)

SIGNED, SEALED AND DELIVERED BY  
THE WITHINNAMED '**Allottee**'

**Mr. ....**

\_\_\_\_\_  
(Allottee)

IN PRESENCE OF WITNESSES ;

1) \_\_\_\_\_

2) \_\_\_\_\_