

ZONE No.	:	
GOVT. Rate RS.	:-	/-
GOVT. VALUATION Rs.	:-	/-
CONSIDERATION Rs.	:-	/-
STAMP RS.	:-	/-
REGISTRATION FEES RS.	:-	/-
PAGING	:-	/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of Constructed area made and executed on this ____ day of ____, in the year Two Thousand Twenty One at _____.

BETWEEN

Vishvakarma Builders and Developers Proprietary Firm

through proprietor Mr. Prasad Venkatesh Kant

Age: 48 Years, Occupation: Business

PAN: AFOPK 2483A

AADHAAR: 3720 0820 1505

Having Office at: 3, Eshwar Sankul,

A Wing, Opposite Om Hospital, Gaikwad Mala,

Bytco, Nasik Road, Tal & Dist. Nasik,

Maharashtra, Union of India

Hereinafter referred to as the **VENDOR / 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] of the FIRST PART.

AND

Mr./Miss/Mrs.

Age: __ Years Occupation: _____

PAN: _____

AADHAAR: _____

R/o: _____

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, assigns] of the SECOND PART.

WHEREAS property described in **Schedule I** is owned by **Vendor/Promoter**.

AND WHEREAS layout has been laid down in the land S. No. 31/2/3 vide Mutation Entry Number 5834 and accordingly 7/12 extracts were separated plotwise.

AND WHEREAS the property Plot No. 5 was purchased by Mr. Somabhai Pradhudas Patel from Mr. Rambhau Punja Shevkar & Others through GPA Mr. Ashok Shrawan Sonje vide sale deed registered at Sr. No. 2832 dtd. 27.06.2002. Accordingly, name of Mr. Somabhai Pradhudas Patel was recorded on revenue record vide M.E. No. 6348.

AND WHEREAS Mrs. Shaila Shankarrao Shinde purchased the property Plot No. 5 from Mr. Somabhai Pradhudas Patel vide sale deed registered at Sr. No. 3096 dtd. 03.06.2006 registered at Nasik Sub Registrar – V. Accordingly, name of Mrs. Shaila Shankarrao Shinde was recorded on revenue record vide M.E. No. 7843. Prior to the said sale deed permission from Office of the Additional Collector & Competent Authority, Nasik numbered at ULC/A-2-2/SR-26/809/2006 dtd. 01.06.2006 was procured.

AND WHEREAS property Plot No. 5 was purchased by M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant i.e. Vendor/Promoter from Mrs. Shaila Shankarrao Shinde vide sale deed registered at Sr. No. 2572 dtd. 15.03.2021 registered at Nasik Sub Registrar – I. Accordingly name of M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant was recorded on revenue record vide M.E. No. 18497.

AND WHEREAS the property Plot No. 6 was purchased by Mr. Akshay Somabhai Patel from Mr. Rambhau Punja Shevkar & Others through GPA Mr. Ashok Shrawan Sonje vide sale deed registered at Sr. No. 2833 dtd. 27.06.2002. Accordingly, name of Mr. Akshay Somabhai Patel was recorded on revenue record vide M.E. No. 6348.

AND WHEREAS Mr. Shankar Bahiru Shinde purchased the property Plot No. 6 from Mr. Akshay Somabhai Patel vide sale deed registered at Sr. No. 3097 dtd. 03.06.2006 registered at Nasik Sub Registrar – V. Accordingly, name of Mr. Shankar Bahiru Shinde was recorded on revenue record vide M.E. No. 7842. Prior to the said sale deed permission from Office of the Additional Collector & Competent Authority, Nasik numbered at ULC/A-2-2/SR-26/809/2006 dtd. 01.06.2006 was procured.

AND WHEREAS thereafter Mr. Shankar Bahiru Shinde gifted property Plot No. 6 to his daughter Mrs. Arti Shankarrao Shinde vide Gift Deed registered at Sr. No. 1209 dtd. 22.02.2018 registered at Nasik Sub Registrar – II. Accordingly, name of Mrs. Arti Shankarrao Shinde was recorded on Plot No. 6's revenue record vide M.E. no. 15703.

AND WHEREAS property Plot No. 6 was purchased by M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant i.e. Vendor/Promoter from Mrs. Arti Ajit Khadse having maiden name Miss Arti Shankarrao Shinde vide sale deed registered at Sr. No. 2573 dtd. 15.03.2021 registered at Nasik Sub Registrar – I. Accordingly name of M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant was recorded on revenue record vide M.E. No. 18533.

AND WHEREAS N.A. permission is issued by Collector Office numbered at Kra. Maha/Kaksha – 3/Bi. She. Pra. Kra./78/2001 dtd. 10.08.2001.

AND WHEREAS thereafter final layout permission is issued by Assistant Director of Town Planning, Nashik Municipal Corporation numbered at Nagar Rachana Vibhag/Antim/Nasik/69/1342 dtd. 30.10.2001.

AND WHEREAS TDR of 240.87 sq. meters from S. No. 250/4 of Nasik vide DRC No. 945B was executed by M/s Sunrise Group Partnership Firm in favor of M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant registered at Sr. No. 8605 dtd. 31.08.2021 at Nasik Sub Registrar – V.

AND WHEREAS Assistant Director of Town Planning has issued permission for amalgamation of Plot No. 5 & 6 and issued permission numbered at _____ dtd. _____.

AND WHEREAS M/s Vishvakarma Builders & Developers proprietary firm through proprietor Mr. Prasad Venkatesh Kant i.e. Vendors/Promoters wanted 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 **Vijay Anand** for Residential purpose. The Vendor has appointed Architect Mr. Sanjay Mhalas & Mr. Milind Rathi as Structural Engineer. In the said building as per approved plans there are **Ground + 6 Floors** along with all the amenities as stated in the present agreement for sale.

AND WHEREAS Building permission issued by Nasik Municipal Corporation for Residential Purpose numbered at LND/BP/A4/325/2021 dtd. 15.11.2021. As per the clause no. 45 of the same TDR of 148.00 sq. meters vide DRC No. 945B dtd. 25.09.2020 is to be utilized on the same which comes to 240.87 sq. meters as per formula elaborated in clause no. 46.

AND WHEREAS as per the said approved plan the Vendor/Promoter herein has commenced construction of a residential project having name **Vijay Anand**.

AND WHEREAS registration of project under Real Estate [Regulation & Development] Act, 2016 has been done and registration number **P** _____ has been granted to the present project on **July 2024** and copy of the said approval is attached along with present agreement for sale. As per the declaration on the said approval, Vendor/Promoter has agreed to give possession of the premise until _____ and in case of force majeure until **six months** and shall abide by the same along with every other condition mentioned therein.

AND WHEREAS The Vendor/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 Vendor/The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority on _____ under registration no. **P** _____;

AND WHEREAS The Allottee had applied for a Flat in the Project vide **application no.** _____ **dated** _____ and has been allotted **Flat no.** _____ more particularly described in **Schedule II**. The said flat is marked on the plans attached herewith in red. Vendor/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 II** and the garage/closed parking as specified above and in **Schedule II**.

NOW THEREFORE THIS AGREEMENT IS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat as specified in **Schedule II**; The Total Price for the Flat is Rs. _____/- in words Rupees _____ for Flat no. _____ on _____th Floor on _____ side. Rate of Flat per square feet as mentioned in payment plan below.

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the flat;

(ii) 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 the Project payable by the Promoter) up to the date of handing over the possession of the Flat: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in as per payment plan mentioned above and referred in detail below in **Annexure B ("Payment Plan")** the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas as provided in the Agreement. 2] Covered Parking as Provided in Schedule II.

1.2 The rate per square on total carpet area as agreed by both the promoter and allottee is Rs. _____.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure B ("Payment Plan")**, all the facilities to be provided is mentioned in **Annexure 'C'**.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the flat as well as the building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as

may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 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.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

(i) The Allottee shall have exclusive ownership of the premise described in Schedule II;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the flat includes recovery of price of land, construction of [not only the project but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottee agrees that the flat along with parking as described in **Schedule II** shall be treated as a single indivisible unit for all purposes. It is agreed that **Vijay Anand** is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 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. 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 that 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 feet as agreed in **Clause No. 1.2** of this Agreement.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **Vijay Anand** shall not form a part of the declaration to be filed with **Maharashtra Real Estate Regulatory Authority** filed in accordance with the Real Estate (Regulation & Development), Act, 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the

project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee has paid a sum of **Rs, _____/- in words Rupees _____** **only** as booking amount being part payment towards the Total Price of the premise described in **Schedule II** at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat premise as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1.13 Interest for compensation to both promoter and allottee means prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate + 2% interest provided that in case State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public. Such interest is in accordance with the Rules prescribed under the Act.

1.14 Vendor/Promoter shall have right to install a sign mentioning name of the project Vijay Anand & Vishvakarma Builders & Developers on terrace of the project Vijay Anand and Allottee records their unconditional consent for the same. Vendor/Promoter can install a neon sign, LED sign or any other painting, concrete sign if they wish to do so. Vendor/Promoter also has rights to enter the building Vijay Anand for the purposes of maintenance of the aforesaid sign even after formatin of apartment by execution of Deed of Declaration of Apartment and execution of Deed of Apartment in favor of individual allottees. Vendor/Promoter shall have a separate electric connection for the sign whose expenditure shall be borne by Vendor/Promoter exclusively. Allottee hereby states that they shall not cause any harm, modifications to the sign installed by the Vendor/Promoter and if at all it is done by any Allottee, all the Allottees shall be liable for the same in equal share. Allottee herein admits that Vendor/Promoter shall have all the exclusive rights to the signage including upgrading it as they see fit and they shall never raise any complaints about the same in future in perpetuity.

2. **MODE OF PAYMENT** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of **Vishvakarma Builders & Developers Payable at IDBI Bank Current A/c No. 191202000007993 Deolali Branch having IFSC Code IBKL 0001912**. Said payment shall be paid as per timeline described in **Annexure 'B'**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable

for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS 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.

5. TIME IS ESSENCE Time is of 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 Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule B** ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT: The Allottee has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

7.1 Schedule for possession of the said Flat: The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on **July 2024 as per RERA Registration Certificate**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, supply chain issues for raw material like concrete, steel or any other raw material, lack of availability of labor or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the

Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, 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 Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **60 days** of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Flat 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 Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the allottee within 45 days of such cancellation upon deducting any other expenditure that promoter has incurred on behalf of the Allottee. Allottee hereby confirms that they shall not raise any grievance about such deductions.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Vendor/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flats and common areas;
- (vi) The Vendor/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 Vendor/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 said Land, including the Project and the said Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees;
- (x) The Property described in **Schedule I** is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the **Schedule I** Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for **2 [Two]** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond **1 month** after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount, the interest liabilities, any other additional expenditure that the promoter has incurred for the sake of Allottee and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT The Promoter, on receipt of complete amount of the Price of the Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / FLAT / PROJECT The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees i.e. till the date of making an application for occupancy certificate with Nasik Municipal Corporation. The cost of such maintenance is not included in the Total Price of the Flat.

The one maintenance cost is Elevator & Battery Backup Maintenance Deposit of Rs. 36,000/- + GST that shall be taken from Allottee and any balance that shall be left from the same shall be deposited in bank account of apartment association at time of opening of their bank account. Allottee hereby states that they shall not raise any grievances about the accounts submitted by the Vendor/Promoter at that time. Any subsequent shortfall upon utilization of one time maintenance shall be borne by Allottee of each and every unit on basis of their proportionate share of the premise held by them and none of that shall be responsibility of the Promoter in any manner whatsoever.

Monthly maintenance for common expenses like common electricity bill, water bill, N.A. Taxes and other miscellaneous expenses shall be decided by all the members of the apartment association together at the time of formation of apartment association.

12. DEFECT LIABILITY It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, allottee has understood that external cracks [if any] that would appear on account of wear and tear caused by the weather shall not amount to defect or structural damage and the liability for rectifying the same shall not be on the Promoter. Also, there shall be no responsibility on the promoter to carry out repairs where reasonable wear and tear/damage is expected in regular use of the said flat or due to negligence/careless approach or due to misuse of the allottee towards the property/flat. Allottee has understood that the premise described in Schedule II is to be used as a layman for residential purpose only. For repairs on account of external cracks or on account of wear and tear due to regular use and/or due to negligence and due to misuse by the allottee, the allottee shall not have any right to approach Consumer Court or RERA Tribunal for the same. Furthermore, Vendor/Promoter shall not be held liable for any damage that might be sustained on account of repairs or furnishing undertaken by other Allottees who have purchased unfurnished premises in the project. 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 Vendor/Promoter shall be considered as final and Allottee records their unconditional consent to the same.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the Flat on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Service Areas: The service areas, if any, as located within the **Vijay Anand**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT & PROJECT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or

the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE The Allottee is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat 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 Flat.

20. APARTMENT OWNERSHIP ACT The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and every other law in effect as of today. The Promoter showing compliance of various laws/regulations as applicable in Real Estate (Regulation & Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

21. 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 30 (thirty) 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.

22. ENTIRE AGREEMENT This Agreement, along with its schedules, 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 Flat.

23. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. 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 the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

28. 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.

29. USE OF PREMISES The purchaser admits that he/she/they shall use the premises for **residential** purposes only and shall not utilize them for purposes such as maternity home, educational institute, classes, nursery, crèche, hotel, motor repair garage, liquor shop, bar, restaurant or any purpose that is in contravention of any legislation enacted by Government of Maharashtra or Union of India nor for storage of firecrackers, any inflammable substances or any substance that has been declared as

illegal under any law enacted by Government of Maharashtra or Union of India. Any damage up to the period of defect liability sustained to the premise or the RCC structure or any internal plumbing from use of the premise by the allottee shall not be the responsibility of the Vendor/Promoter and Allottee alone shall be responsible for rectifying and repairing the same. For assessing such damage report issued by Architects and Technical Consultants of Vendor/Promoter shall be considered as final and Allottee records their unconditional consent to the same.

30. 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 **Nasik** 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 **Nasik**.

31. NOTICES 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: _____ [Allottee] having address _____ and **Vishvakarma Builders and Developers Proprietary Firm through proprietor Mr. Prasad Venkatesh Kant** having address at: **3, Eshwar Sankul, A Wing, Opposite Om Hospital, Gaikwad Mala, Bytco, Nasik Road, Tal & Dist. Nasik, Maharashtra, Union of India**. 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.

32. 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.

33. 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.

34. DISPUTE RESOLUTION All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

35. PAYMENT OF STAMP DUTY, REGISTRATION CHARGES AND OTHER EXPENSES - The charges relating to payment of stamp duty, registration charges and other expenses touching to this agreement and till final conveyance shall be paid and borne by the Allottee.

SCHEDULE I

OF THE PROPERTY REFERRED TO ABOVE

All that piece and parcel of non agricultural land bearing Plot No. 5/6 admeasuring 369.00 sq. meters from and out of S. No. 31/2/3 situated at Revenue Village Wadala, within the registration and sub-registration district Nashik, Tal. & Dist. Nashik within limits of Nashik Municipal Corporation and Urban Agglomeration Nashik which are cumulatively bounded as below-

East - 9 meter colony road.

West - S. No. 31/1/4 Part.

South - Plot No. 4.

North - Plot No. 7.

SCHEDULE II

OF THE SAID PREMISES REFERRED TO ABOVE

On the aforesaid property described in **Schedule I** a project named as "**Vijay Anand**" is under construction, from and out of the said project premise bearing **Flat No _____ on _____th**. The carpet area of the said premise is _____ Sq. Mtrs i.e. _____ sq. feet of carpet + _____ sq. meters i.e. _____ sq. feet of Balcony Area + _____ sq. meters i.e. _____ sq. feet of Terrace Area along with covered parking marked in map attached admeasuring _____ sq. meters i.e. _____ sq. feet with proportionate right in the common areas. The said premise is bounded as

East:

West:

South:

North:

ANNEXURE 'A' - FLOOR PLAN OF THE FLAT

ANNEXURE 'B' - PAYMENT PLAN BY THE ALLOTTEE

TOTAL PRICE AND PAYMENT PLAN		
Price of Flat		
Rate per sq. meter/sq. feet		
PAYMENT SHEDULE		
At the time of booking.	10%	
After commencement of plinth work.	9%	
After commencing first slab.	8%	
After commencing second slab.	8%	
After commencing third slab.	8%	
After commencing fourth slab.	8%	
After commencing fifth slab.	8%	
After commencing sixth slab.	8%	
After commencing seventh slab.	8%	
After commencing brickwork.	5%	
After commencing plaster.	5%	
After starting plumbing & electrical work.	5%	
After starting tiling & painting work.	5%	
Before possession.	5%	
Grand Total	100	

Stamp Duty @ 5%		
Surcharge @ 1%		
Registration Charges @ 1% or Maximum of 30,000/-		
GST @ 5%		
TOTAL		
AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE		
One time Corpus Fund to be deposited in the account of association		

ANNEXURE 'C' – SPECIFICATIONS OF AMENITIES OF THE SAID PROJECT

1. RCC: M-20 grade of concrete and TMT Steel for RCC frame structure.
2. Brickwork: All external walls 6" thick and internal walls 4" thick with use of fly ash bricks/burnt clay bricks/AAC blocks.
3. Plaster: Sandface plaster for external walls and smooth neeru finish plaster/gypsum for internal walls.
4. Tiling: Vitrif Tiles for Flooring of all rooms. Glaze tiles for dado of all toilets. Antiskid ceramic flooring in bathrooms.
5. Kitchen: Granite kitchen platform with stainless steel sink and glaze tiles up to window level.
6. Plumbing and Sanitary: Concealed plumbing with hot and cold mixer with shower. Indian Orissa pan common oilet & western pot in attached toilet.
7. Doors and Windows: Decorative type main door with attractive both side laminated/coated internal flush doors, aluminum powder coated sliding windows with safety grills & S. S. mosquito net, fittings & safety knight latch.
8. Watertank: Sufficient capacity of underground and overhead tanks for uninterrupted water supply with auto level.
9. Electrification: ISI quality concealed multi strand wiring with sufficient electrical points. All switches modular type.
10. Waterproofing: Water proofing treatment in terrace, toilets and building roof top in brick bat coba with neat cement finishing.
11. Paint: Emulsion paint for internal walls & acrylic weatherproof paint for external walls.
12. Standard lift with battery backup.
13. CCTV: Provision of CCTV camera at the common elevator & lobby.
14. Rain Water Harvesting.

Any Additional or other extra work will be carried out at extra cost to be paid in advance as per the estimate given by the PROMOTERS/BUILDERS

ANNEXURE 'D' – COMMON EXPENDITURE TO BE PAID BY OCCUPANTS OF BUILDING

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines
2. For the maintenance of the overhead tanks and pump. Common electrical expenses for the passage light in the landing, staircase and marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A. taxes,
4. For the payment of the watchmen, and the sweeper and also for the regular maintenance of the cleanliness of the building.
5. Proportion share for the payment of the salaries of the appointed servants and staff for the building.
6. For the maintenance of elevator & battery backup for the building.

ANNEXURE 'E' NATURE, EXTENT, DESCRIPTION OF COMMON AREAS AND 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 II.

The Promoter reserves exclusive right to allot these restricted areas/facilities to any of the flat Purchaser/s or retain them for its own benefit

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.

SIGNED, SEALED & DELIVERED

BY WITHIN NAMES VENDOR / PROMOTER

Vishvakarma Builders and Developers Proprietary Firm
through proprietor Mr. Prasad Venkatesh Kant

SIGNED, SEALED & DELIVERED

BY WITHIN NAMED ALLOTTEE/PURCHASER/s

Name TBA

IN THE PRESENCE OF WITNESSES:-

1. _____

2. _____