

AGREEMENT FOR SALE OF APARTMENT

Situated at

"Garden City"

Wing-A (Mogra)

Mouja - Navsari, Table No. , Page No.

Resi. Bld. @ Rs. /- per sq. mtr.

Stamp Duty is paid as per Government Rules and regulations

(Stamp Duty Rs. /-)

{D.O.D. regd. on ____, ____, 2017 at Sr. No. ____ with S.R.O. Amt. City- }

Agreement for Sale Valued at Rs. /-

Total Sale consideration valued at Rs. /-

(Rs. only)

THIS AGREEMENT FOR SALE is made and executed on this ____ Day of
November, 2017 between -

M/s. Garden City, (PAN : AAPEG3651A) through partners,

- a) **Shri Nilesh Prakashrao Thakre**, aged 40 years, occu. - agriculturist
and business,
- b) **Sau. Yogita Nilesh Thakre**, aged 38 years, occu. - household work
business,

both r/o. Vijay Colony, Amravati - 444604, hereinafter collectively referred
to as the "VENDOR" or "PROMOTER" (which expression unless repugnant to
the context, shall always mean and include their legal heirs, successors and
assigns), being the party of *FIRST PART*;

AND

Shri _____ (PAN : _____), aged
about ____ years, occupation - _____, resident of
_____ - 44____, hereinafter
referred to as the "PURCHASER" or "ALLOTTEE" (which expression unless
repugnant to the context, shall always mean and include his legal heirs,
successors and assigns) being the party of *SECOND PART*;

WHEREAS the Vendor / Promoter M/s. Garden City, through partners i) Shri Nilesh Prakashrao Thakre, and ii) Sau. Yogita Nilesh Thakre, owns Layout Plot No. 1, out of field survey no. 128/2 of Mouje - Navsari, Pragane - Nandgaon Peth, Tq. & Dist. Amravati, having purchase the same vide Sale Deed dated 06.04.2016, regd. at sr. no. 1676, with the office of Sub Registrar, Amravati City-I, from Shri Nitin Raghvendra Deshmukh, resident of Rukmini Nagar, Amravati, more particularly described in Schedule "A" hereto, which is hereinafter referred to as the "said plot",

WHEREAS the Vendor / Promoter M/s. Garden City, through partners i) Shri Nilesh Prakashrao Thakre, and ii) Sau. Yogita Nilesh Thakre, acquired T.D.R. (rights) equivalent to 4300 sq.mtr. (46,285.20 sq. ft.) from out of total rights admeasuring 28,300 sq.mtr. of TDR certificate bearing No. 55, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/55/2015, dated 15.01.2015, vide Sale Deed dated 13.01.2017, registered at sr. no. 187, with the office of Sub Registrar, Amravati City-2, from Malu & Talda Developers, through Partner Shri Pravin Balkrushnaji Malu, r/o. Amravati, and,

WHEREAS after purchasing the said land described at Serial No. (i) of Schedule - A hereto, the vendor / Promoter has commence the construction of the building on the said plot - known as **"Garden City" 'Wing-A (Mogra)'** in pursuance of the map sanctioned by the Municipal Corporation of City of Amravati vide building permit No. 2058, dated 07.03.2017, consisting of several residential Apartments in different wings on different floors; authenticated copy is attached and marked as "Annexure D", and,

WHEREAS the postal Address of the said Building is **"Garden City" 'Wing-A (Mogra)'**, Near Maharshi Public School, Navsari, AMRAVATI - 444604 (Maharashtra) and the Vendor / Promoter has submitted the said plot and building constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 under section 2 of the said Act by duly executing and registering the declaration as provided by sec. 11 of the said Act, registered on .2017, at Serial No. , with the office of Sub Registrar, Amravati City- , and

WHEREAS, the Vendor / Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and

WHEREAS, the Vendor / Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on __. __. 2017, bearing registration no. _____; authenticated copy is attached and marked as "Annexure F", and,

WHEREAS the Vendor / Promoter abovenamed have given inspection to the purchaser of the original documents of title deeds, deed of declaration, the plans, Map sanctioned by Amravati Municipal Corporation, T D R certificate, etc. and upon verification of the same, the Purchaser is fully satisfied about the title of the Vendor over the said land and rights of constructed building including the apartment, and,

WHEREAS upon such satisfaction in all respects, the purchaser / allottee initially offered to purchase and the vendor / promoter accept the said offer and thus the allottee agreed to purchase and the Vendor / Promoter have agreed to sell to the purchaser / allottee an apartment bearing No. __, situated on ____ floor of Wing-__, described in Schedule "B", to be constructed on the land described in Schedule "A" herewith, to the purchaser / allottee on the terms and conditions mentioned hereinafter;

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS UNDER :

1) (a) The purchaser / allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the purchaser / allottee, an Apartment/Flat No. __ in Wing __ of having carpet area admeasuring ____ Sq. Metres on ____ Floor in the Project / Building known as styled as "Garden City" 'Wing-A (Mogra)' (more particularly described in Schedule-B hereto (which is hereinafter referred to as "the said Apartment/Flat"), alongwith usable floor area of attached open balcony admeasuring ____ sq.mtrs. and attached usable floor area of terrace ____ sq.mtrs. making a total usable floor area of ____ sq.mtrs., for the total sale consideration of Rs. ____/- (Rupees ____ Only). The said consideration includes the proportionate price of 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 'C' annexed herewith, and excludes the charges

(4)

society, deposit towards water and other utility and service connection charges, deposit of electrical receiving and transformer provided in layout, which the Allottee/s have to pay separately. The said consideration is fixed and calculated as per carpet area which is the net usable floor area of said Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(b) The total aggregate consideration amount for the apartment is thus Rs. _____

(c) That the Allottee/s paid the earnest amount of Rs. _____/-
(_____) to the promoter as under :-

Amount (Rs.)	Particulars
Rs. _____/-	Paid by Cheque No. _____, dated _____.2017, drawn on Bank, Branch Amravati.
Rs. _____/-	Paid by Cheque No. _____, dated _____.2017, drawn on Bank, Branch Amravati.
Rs. _____/-	(Rs. _____ only)

The "Promoter" subject to realization of above said cheques hereby acknowledges the receipt of the same. The remaining amount of consideration of Rs. _____/- (Rs. _____) will be paid by the Allottee/s to the "Promoter" as given below (As Decided schedule by both parties).

The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment/Flat as per payment plan/schedule hereto is the essence of the agreement. The Allottee/s payment scheduled as agreed by Allottee/s and Promoter as follows:

Sr. No	Particulars	% of Total Amount	Amount (Rs)
1.	On Agreement to Sale	10%	
2.	Within 8 days from Agreement to Sale	20%	

6.	On Completion of Seventh Slab	10%	
7.	On completion of Walls, Internal Plaster, Floorings of the said Apartment	5%	
8.	On completion of Sanitary Fittings, staircases, lift wells, lobbies upto floor levels, doors and windows of the said Apartment	5%	
9.	On completion of external plumbing, external finishing, elevation, terraces with water proofing of the building	5%	
10.	On completion of the lifts, water pumps, electrical fittings, electro mechanical and other environment requirements, entrance, 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	10%	
11.	At the time of handing over possession of the Apartment to the Allottee or on receipt of completion certificate, whichever is earlier.	5%	

It is hereby clarified that the promoter shall be at liberty to vary the chronological order of the various stages of construction /Items of work of the said Building in which the said Apartment is located and Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/Items of work set out in the hereinabove payment plan and to demand from the Allottee/s the aggregate of installment towards the agreed consideration mentioned in such installments. Without prejudice to the rights of the promoter in this agreement or in law, the promoter and the purchaser shall be at liberty by mutual consent to alter and/or modify the payment of the agreed price of the said flat.

That, it is specifically agreed between Promoter and Allottee/s that the Allottee/s will pay lumpsum amount of Rs. _____/- on account of electric connection including therein proportionate service line charges. The said amount is agreed as lumpsum amount inspite of the fact that Promoter may require to incur more or less amount for said items. Apart from this amount, Allottee/s will have to pay separately GST and any Government

2) That the time for payment of remaining amount of consideration is treated as essential terms of this contract. Because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest Basic Rate 18% per annum for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter the right of Allottee/s to purchase the said Apartment/Flat will automatically stand canceled after issuing 15 days notice by the promoter and thereafter the Promoter will be at liberty to sell the said Apartment/Flat to anybody. The Allottee/s will be entitled only for the refund of 75% amount paid by him up to that date to the Promoter.

3) That the Owners / Promoter hereby undertake that the Apartment/Flat under sale is free from all types of encumbrances and the Promoter yet not obtained any loan on the said property.

4) The Promoter Party shall give possession of the said Apartment/Flat to the purchaser / allottee on or before 30.11.2020 (Thirty November Two thousand Twenty) by completing the construction of the said Apartment/Flat however subject to grant of necessary electric connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Promoter Party any other reasonable cause and the purchaser / allottee agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Promoter Party. If the Promoter Party fails or neglects to give possession of the said Apartment/Flat to the Purchaser / allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Purchaser / allottee the amounts already received by it in respect of the said Apartment/Flat with interest at the same rate as may mentioned in the clause 2) herein above or Promoter and Allottee/s will decide the monthly rent till possession, for this Promoter will issue 30 days prior notice to Allottee/s about the same, if Allottee/s wants interest on remaining work pending amount then Allottee/s should reply within 30

Thousand Only) Per Month (As decided at the time of agreement) per month will be adjusted in balance amount.

That, the construction of the building shall be in accordance with the approved plan of Town Planning Authority, however, the Promoter shall be entitled to make any modification in the said plan as deemed necessary, for just and proper construction of the Apartment/Flat. However if there is any change in respect of the said Apartment/Flat under sale, the Promoter shall have to obtain the written consent from the Allottee/s. Similarly, if the Promoter cause any deviation from the approved plan, the Promoter will be liable for any action or penalty that may be imposed or taken by the Town Planning Authority.

5) That the construction of the building shall be in standard quality material. However, the specifications of the material to be used for construction of the building and particularly the said Apartment/Flat under sale and amenities to be provided for the same are given in Schedule-C annexed hereinafter. But, if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay the separate extra charges for the same.

6) The Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.

7) That the said Apartment/Flat under sale will be governed by the provisions of Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon Allottee/s.

8) That the Allottee/s will be bound to become member of the association and he will have to pay the membership fees, after receiving completion certificate from component authority Allottee/s should take possession within 3 months time period, if Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/society.

the Allottee/s will have to pay all the dues towards the price of the said Apartment/Flat and get the conveyance/sale deed executed in his favour or his/her nominee at his own cost and take the possession of the said Apartment/Flat.

10) That till the date of delivery of possession or execution of sale deed or completion of the construction of the Apartment/Flat under sale, whichever occurs earlier, the Promoter will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the Apartment/Flat Allottee/s.

11) That the Allottee/s also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour and also share money deposits in respect of the Association.

12) DEFECT LIABILITY

(a) *Five years from the date of handing over the possession of Apartment/Flat to the Allottee/s or date of Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.*

(b) *Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment/Flat of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment/Flat by the Occupants.*

- (c) That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment/Flat are regularly filled with white cement / epoxy to prevent water seepage.
- (d) Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.
- (e) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment/Flat and the common project amenities wherever applicable.
- (f) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (g) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- (h) That, the Allottee/s after obtaining the possession of the said Apartment/Flat shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls or other items and thereby cause any damage to the building as a whole.
- (i) The allottee shall not store any inflammable or combustibles or such articles or sell and store any types of Alcohol, Beer, intoxicating drinks, combustible goods or such other

- (j) *The allottee shall maintain the said Apartment/Flat in good and stable condition so as not to effect construction on the said Apartment/Flat and in the case if the allottee fails to maintain the said Apartment/Flat in good condition and if there is a danger to the construction of the above said Apartment/Flat and in that event the Vendor / Promoter shall be entitled to get repaired the said Apartment/Flat at the cost of the allottee.*
- (k) *The three/two walls of the said Apartment/Flat shall always remain as a party wall.*
- (l) *The allottee or the person claiming through him shall not be entitled to break or make hole or change the structure on any of the walls.*
- (m) *That the allottee shall use the common areas and facilities provided for the said Apartment/Flat only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other Apartment / Flat owners as mentioned in Deed of Declaration.*

13) That all intimation required under the agreement as deemed necessary shall be sent by registered post to the Allottee/s on the address given above and the said posting shall be deemed to be sufficient service.

14) That, Promoter is entitled to carry on further construction on terrace of building by consuming remaining FSI of the property described in Schedule-A or purchase TDR or in case FSI of property is increased, and the allottee or person claiming through him shall have no objection for raising such further construction on terrace of the building.

15) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Promoter can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.

16) If any marginal open space adjacent to the said Apartment/Flat, at ground floor or adjacent terrace or terrace above any other Apartment/Flat, has/have allotted by the Promoter to the Allottee/s of any other Apartment/Flat in the building, such respective buyer and

permanent or temporary structure thereon or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed; and if any such buyer or occupier of other Apartment/Flat holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective other Apartment/Flat buyers and recover the cost of removal and damages caused to the building from such buyer. In light of this condition, the Allottee/s herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

17) That if the Allottee/s desire to obtain the possession and conveyance deed of the Apartment/Flat under sale, prior to obtaining the occupancy certificate, same will be delivered to Allottee/s and conveyance deed may be executed in his / her favour or his / her nominee with the clear understanding that the Allottee/s may not get the facilities of local authority till obtaining of occupancy certificate.

18) PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression 'the Vendor / Promoter' and 'the Purchaser / Allottee' hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE "A"

Description of Said Plot & TDR [Rights]

(i) "Situate at **Mouje - Navsari**, Pragane - Nandgaon Peth, Tq. & Dist. Amravati, within limits of Municipal Corporation of City of Amravati, within the jurisdiction of Sub Registrar, Amravati, from out of **Field survey No. 128/2**, admeasuring 1 H. 28 R, which is converted into layout as per order passed by Hon'ble Collector, Amravati, in Rev Case No. NAP-34/Navsari-08/2015-16, dated 21.10.2015, from out of this, Layout **Plot No. 1**, admeasuring 11,151.55 sq.mtrs., which is bounded as under :-

Towards East : 12 Mtr Wide Road,
Towards West : Layout out of FS No. 129,
Towards North : Layout out of FS No. 128/1, and,
Towards South : Layout out of FS No. 128/3..."

(ii) "T. D. R. (rights) admeasuring 4300 sq.mtr. (46,285.20 sq. ft.), out of total rights admeasuring 28,300 sq. mtr. (Zone-C) of TDR certificate bearing No. 55, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/55/2015, dated 15.01.2015 for a lieu of 28300 sq.mtr. of land from out of Field Survey No. 295/1 and 295/2 of Mauje - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, Amravati for Compost Depo...." (which is hereinabove referred to as "TDR Rights")

SCHEDULE "B"

Description of the Apartment / Flat

"The residential apartment bearing Family Unit / Flat No. _____ (_____), Block ____ having _____ Sq. Mtr. Carpet area (As per RERA Act) , and builtup area admeasuring _____ sq.mtrs. on _____ floor, from out of the under construction project / building / commercial complex known as "Garden City" 'Wing-A (Mogra)' standing on the land / plot described in the Schedule "A" hereinabove, alongwith _____% undivided share in common area and facilities, which is bounded towards East - by _____, towards West - by _____, towards North - by _____, and towards South - by _____."

SCHEDULE-C

Specifications of Constructions for Apartment

COMMON FACILITIES :-

- a) RCC Frame work structure of the buildings with external 6" Red bricks & internal 6" Fly Ash bricks incl. internally wall finishing with Birla Putty & externally sand face plaster.

(SPECIFICATION FOR THE SAID ACCOMMODATION)

TOILETS :

- a) Ceramic tile dado up to 7 ft. height. for bathroom & 4' height for W/C. (Cost of tiles upto Rs. 22/- to Rs. 25/- Per sq. ft.)
- b) R.C.C. Door frame with flush door. (Specification of RCC Door Frame) cost upto Rs. 2000/- to Rs. 2200/-
- c) Wash Basin
- d) Pastel colors/white sanitary ware
- e) Standard quality C.P. fitting.

KITCHEN:

- a) Kitchen platform with black granite.
- b) Stainless steel kitchen single bowl sink. (Cost upto Rs. 800/- to Rs. 950/-)
- c) Ceramic tile dado up to lintel level above kitchen platform. (Cost of tile upto Rs. 20/- to Rs. 25/- per sq. ft.)

UTILITY AREA:

Washing arrangement with water line and drain.

FLOORING:

- a) 32" x 32" ceramic tiles flooring (cost upto Rs. 40/- to Rs. 45/- per sq. ft.)
- b) Decorative 24" x 24" ceramic tiles for terraces (cost upto Rs. 30/- per sq. ft.)

ELECTRICAL:

- a) Concealed high quality copper wiring with 0.75 sq. mm. & 1.5 & 2.5 sq. mm. wire of ISI mark material.
- b) Ample light points with ISI mark modular switches. i.e. 3.5 point in each room.
- c) T.V. point in living.
- d) Power point in kitchen & toilet.

DOORS & WINDOWS:

- a) Main door : Frame Teakwood with laminated flush door & S.S. fixture & fitting (Cost upto Rs. 4100/- each)
- b) All other doors with wood / R.C.C. frame & commercial flush door & S.S. fitting & fixture (Cost upto Rs. 2000/- each)
- c) Two track Alluminium window with M.S. Grill. (Cost upto Rs. 130/- to Rs. 150/- per sq. ft.)

INTERNAL & EXTERNAL PAINT:

- a) White wash painting to walls internally.

**Vendor / Promoter :- M/s. Garden City, through partner,
b) Sau. Yogita Nilesh Thakre**

ID Proof / Number :- Aadhar -

Passport Photo	Thumb	Signature

Witness No. 1 :-

ID Proof/No. :-

Signature

Witness No. 2 :-

ID Proof/No. :-

Signature

LIST OF ANNEXURES

- **ANNEXURE - A** = Copy of the Certificate of the title issued by the advocate.
- **ANNEXURE - B** = Copies of Gaon Namuna 6/2 (Extract) showing nature of the title of the Promoter to the said land.
- **ANNEXURE - C** = Copy of Building Permission/ Commencement Certificate.
- **ANNEXURE - D** = Copy of the plans approved by the concerned local/planning authority.
- **ANNEXURE - E** = Copy of floor plan of the said building.
- **ANNEXURE - F** = Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority.

DECLARATION

The Allottee/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all parties.

(ALLOTTEE/S)
