

DREAMCITY PROJECT PHASE I BUILDING NO.
_____ / 1BHK APARTMENT
MOUZA- KHOKRALA- BHANDARA

AGREEMENT TO SALE FOR BUILDING CONSTRUCTION AND UNDIVIDED SHARE IN LAND

Residential Flat no. _____ Sq. mtrs, (_____ Sq. Ft.),
..... Floor, Building No., 1 BHK Apartments

DREAMCITY PROJECT PHASE-I

(Built up with _____ of undivided share and interest in land)

(Agreed Cost Rs. _____ only)

(Rs. _____ Only)

(On Plot no. _____ in NA Layout, Khasara No. 127/1, Mouza- Khokrala, Taluka & District-Bhandara)

(Valuation Item No. _____ Page No. _____ Rs. _____ per Sq. Mtrs)

(Market Value _____ Only)

(Stamp duty of Rs. _____ only is paid on the higher cost)

THIS AGREEMENT TO SALE FOR BUILDING CONSTRUCTION AND UNDIVIDED SHARE IN LAND is
made on this ____ day _____ 20__ at Bhandara.

BETWEEN

M/s. Wakde (Patil) Infra Developers & Constructions' Pvt. Ltd. of Nagpur (**A registered company incorporated under the companies Act, 1956 on 3rd November 2012 vide registration no. U70100MH2012PTC237475**) through its Directors **(1)** Mrs. Anita W/o Pandurang Wakde, aged about 50 years **(2)** Shri Pandurang S/o Bajiraoji Wakde, aged about 57 years both Indian Inhabitants carrying on business having registered office at, House no. 6246, Near Ram Mandir, Ayodhya Nagar, Nagpur-440024; hereinafter called "**THE DEVELOPER/ PARTY NO. 1**" (which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, successors, executors, administrators and assigns) of the **ONE PART.**

AND

Mr./Mrs. _____ aged about ____ yrs., Occupation- _____ Resident / Purchaser of _____) hereinafter referred to as "**THE PURCHASER / PARTY NO. 2**" (which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, successors, executors, administrators and assigns) of the **SECOND PART.**

AND WHEREAS

1. The agricultural land in Khasara no. 127/1 Mouza, Khokarla, Tahsil & District- Bhandara (Maharashtra) admeasuring **1.32 Hectare (13200 Sq. Mtrs.)** was purchased by the present owner from Shri Baburao S/o Isana Pathekar R/o Khokarala, Tahsil & District-Bhandara vide sale deed dated 10.08.2010, receipt no. 2959 before the Sub Registrar Office no. 2 at Bhandara.
2. The owners applied for N. A. Conversion of this land to Tahsildar Bhandara, vide application dated 07/12/2013. The government authorities after obtaining required NOC's from various departments, had granted permission for non-agricultural use of the land for construction of residential buildings on the said land by order No. **Revenue case no. 28/ N. A. P. -34/2013-14, Mouza-Khokrala, P. C. No. 12, Tahsil-Bhandara, District -Bhandara order passed on dated 28/08/2014 by The Tahsildhar Bhandara & layout plan was approved by The Town planner, Bhandara vide no. 633 dated 26.06.2014.**
3. The Developer had already entered in Development Agreement as joint venture on 22nd day of January 2015 duly notarised vide _____ with land owners **(1)** Mrs. Anita w/o Pandurang Wakde **(2)**

Shri Pandurang S/o Bajiraoji Wakde both resident of "SWARAJ" House no. 6246, Ayodhya Nagar, Ram Mandir Road, Nagpur -440024. Accordingly, the Owners had agreed with the developer for giving absolute rights to sale the constructed flats in building no. ____ (1BHK Flats) on Plot no. _____ in NA Layout on land at **Khasara No. 127/1, Mouza- Khokarla, Tahsil & District- Bhandara.** (Ref to point no. 1 & 2 above mentioned)

4. The Developer has appointed an license Architect(s) for preparation of plans of this project; further the developer /Owner has also appointed a 'structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer/ Owner accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
5. The building plans for 1 BHK flats on Plot no. 24 & 25 (Building no. 2) on Plot no. 26 & 27 (Building No. 1) were got prepared from Architects by the present Owners and submitted to local competent authority (Gram Panchayat Khokarla, Taluka & District Bhandara) This plan was approved vide Gram Panchayat Khokarla's Resolution No. 9/186 dated 27.11.2014 for building no. 1 & building permission granted by Gram Panchayat vide letter no. _____ dated _____ and for building no. 2 vide resolution no. _____ dated _____vide letter no. _____dated _____.
6. The Developer has registered the project under the provisions of the Act with the Real Estate Regulatory Authority (MAHARERA) at Mumbai & Project registration no is **P50600010003** dated **23.08.2017**.
7. The Developer/ Owner has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings showing the nature of title of the Developer / developer to the project land on which apartments are constructed can be seen at the office of the Developer and also can be seen uploaded in the MAHARERA website.
8. The Developer and the Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
9. 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 Developer/ Owner while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.
10. As per the N. A. Order building permission and as a result of the Development Agreement both the Developer & the Owner entitled and joined upon to construct buildings on the said land in accordance with the approved building plans.
11. The present scheme of 1BHK Flats i.e. building no. ____ is on Plot no. _____ admeasuring total area in **Plot no. _____** an area of about **165.5 sq. mtr.** Per Plot (i.e. **about -1781.44 sq. ft. per plot**) X **2 plots** i.e. for total land area equivalent to **331.00 sq. mtr. (3562.88 sq. ft)** in the layout bearing **Khasara No. 127/1, Mouza- Khokarla, Tahsil & District- Bhandara.**
- 12 The Developer has proposed to construct on the said land plot no. _____ new multi-storied buildings of ground floor and 3 (three) more upper floors i.e. G + 3 Floored Structure (Hereinafter referred to as "**THE SAID BUILDING**") of total 16 nos. of 1BHK Flats. The other details & specifications of 1BHK Flats is mentioned as below:-
 - i. The total built up area of the said flat is _____ sq. mtrs and the total carpet area of said flat is _____ sq. mtrs.
 - ii. The structure: This building plan is consist of G+ 3 Floored structures (Total 4 floors). There are four flats on each floor of building and on 4 floors in the said building total number of flats are 16. Each flat is having 1 living room (Hall) of size _____, 1 Bed room of size _____. 1 Kitchen of size _____, 1 bathroom of size _____, 1 toilet of size _____ and Passage area of size _____.

- iii. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.
 - iv. Only two wheeler parking is allotted to one Flat owner on this price. No extra cost needs to pay by the purchaser for two wheeler parking.
13. This project is sanctioned by the Gram Panchayat Khokrala, District & Taluka- Bhandara, Town Planning department Bhandara, Tahsildar-Bhandara and other government authorities at Bhandara. Under section 13 of the said Act the Developer /Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
 14. The Developer/ Owner has accordingly commenced construction of the said building/s in accordance with the said plans now.
 15. By virtue of the Development Agreement as joint venture the developer alone has the sole and inclusive right to sell the flats in the said building/s to be constructed by the developer and to enter into agreement/s with the perspective purchaser/s of the flats and to receive the sale price in respect thereof.
 16. The Flat Purchaser demanded inspection of flat proposed for sale to the Developer and the Developer has given inspection to the Flat Purchaser of flat & all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Developer Architects and of such other documents as are specified under the Ownership Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, (hereinafter referred to as "the said Act") and the rules made there under.
 17. After inspection, the Flat Purchaser applied to the Developer/ Owner for allotment of the Flat No. _____ on _____ floor in building no. _____ 1 BHK DREAM CITY PROJECT PHASE-I, situated at Mouza-Khokrala, Bhandara; vide application no. _____ dated _____.
 18. Relying upon the said application & declaration by the Purchaser, and the Developer agreed to sell to the Flat Purchaser the flat at the price and on the terms and conditions hereinafter appearing for which Purchaser had paid Rs. _____ (Rs. _____) to the Developer and thereafter allotment letter was given to the purchaser by the Developer vide letter no. _____ dated _____.
 19. Prior to the execution of these presents, the Flat purchaser has paid to the Developer a sum of Rs. _____ (Rupees _____) only, being part payment of the sale price of the flat agreed to be sold by the Developer to the Flat purchaser as advance payment or deposit (the payment and receipt whereof the Developer both hereby admit and acknowledge) which shall in no event exceed fifteen per cent of the sale price of the flat agreed to be sold to the Flat Purchaser and the Flat Purchaser has agreed to pay to the Developer/ Owner balance of the sale price in the manner hereinafter appearing in scheme I "manner of Payment".
 20. For the Flat to be purchased by the PURCHASER, the copies of Title Search report by Advocate issued by the government departments / gram panchayat of Village Khokrala or any other relevant revenue record showing the nature of the title of the developer/Owner to the said land on which the flats are constructed and building plan copy of building no. _____) approved by the concerned local authority have been annexed thereto and marked Annexures 'C' and 'D' respectively.

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

1. The Flat Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Flat Purchaser one flat No. _____ in building no. _____ 1 BHK flat of carpet area admeasuring _____ sq. metres. (_____ Sq. Ft.) covering super built up area of _____ sq. mtrs (_____ Sq. Ft.) (Which is inclusive of the area of balconies) together with _____ % of undivided share and interest in the said plot of land, on _____ Floor of building

as shown in the floor plan thereof hereto annexed and marked in Annexure A and described in Schedule -III in the “**DREAMCITY PROJECT PHASE-I**” on plot no. _____, KH. No. 127/1, Mouza-Khokrala, Tahsil & District-Bhandara (hereinafter referred to as “the Flat”) for the price of Rs.

.....

(Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Schedule II & III hereunder written. The Flat Purchaser hereby agrees to pay to that Developer/ Owner amount of purchase price of Rs. (Rupees) on or before the execution of this agreement in the schedule-I manner: The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed.

2. The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser 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 of this Agreement.
3. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the scheme. TIME IS THE ESSENCE OF AGREEMENT FOR THE DEVELOPER AS WELL AS THE PURCHASER. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause herein above. (“Schedule I manner of payment”).
4. The Developer shall give possession of the Apartment to the Purchaser on or before..... day of 20____. If the Developer fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. At the same time if the payment to be made by the purchaser is delayed he will also be liable to pay interest at the same rate as mentioned in this para.

Provided that the Developer 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.

5. The above said agreed total consideration includes the cost of undivided share in the said plot of land and the cost of construction of the said apartments as mentioned in the specifications SCHEDULE-IV.

6. The Party No. 2 agrees to pay and provide the said agreed total consideration to the Party No. 1 as mentioned in the schedule, hereunder written in SCHEDULE - I. That the total cost mentioned in schedule is exclusive of the Electric meter charges, and Water meter charges and other incidental charges i.e. Sale Deed expenses etc.
7. The Sale Deed is agreed to be executed after full and final settlement of the accounts by the Party No. 2 with Party No. 1 and within _____ months from the date of this agreement or within period mutually agreed.
8. The Possession of property agreed to be delivered to the Party No. 2 at the time of execution of Sale Deed or after receipt of the entire agreed consideration and full settlement of accounts with the Party No. 1.
9. **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority and after receipt of the full payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser, after completion of building work. The Developer shall give possession of the Apartment to the Purchaser within 15 days from date of offer of notice. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of Purchasers, as the case may be by mutual consent it is agreed that dispute will be referred to the Competent Authority who will act as an Arbitrator.
10. **Failure of Purchaser to take Possession of Apartment:** Upon receiving a written intimation from the Developer as per above, the Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided above; such Purchaser shall continue to be liable to pay maintenance charges as applicable.
11. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement.
12. The description of the property shall be taken to be correctly described in the schedule hereunder written and any misstatement, error and or omission if detected the same shall not cancel this Agreement but the same is always subject to the correction by the parties hereto.
13. The Party No. 1 agrees and undertakes to execute a proper Sale Deed and other necessary title documents (Common for All Apartment owners) in favour of the Party No. 2 subject to payment conditions as agreed between.
14. The Party No. 1 shall be the exclusive in charge of the entire construction work of the said proposed building and under no circumstances, the Party No. 2 shall enter into any building construction contract of his Apartment with any other builder, Engineer, Contractor, Architect or any other supervisory Agency and such contract if made will be void and not at all binding on the Party No. 1.
15. The Parties hereto have agreed to incorporate such items and conditions or covenants either in the Sale Deed or in the Deed of Declaration necessary and essential for the easement rights of the each of the Apartment in the said building known as "DREAMCITY PROJECT PHASE - I, [BLD NO. 1 BLD NO. 2 / 1BHK APARTMENT]".
16. The Party No. 2 will be the one of the owner along with other Apartment owners since he is purchasing the undivided share and interest in the leasehold rights of the said plot of land.

17. The Party No. 2 agrees to pay Gram Panchayat Taxes, cesses, or any other Government or Semi-Government dues with respect to the Apartment purchased either jointly or individually as the case may be.
18. The Party No. 1 has already commenced the construction work of the proposed building as per the sanctioned building plan and specifications.
19. It is agreed between the Parties hereto that the Party No. 2 shall pay the agreed consideration within the stipulated time strictly (within 7 days from the date of demand by the Party No. 1) as per the Schedule of Payment mentioned in SCHEDULE - I (manner of payment) of this agreement. The Time is essence of Contract. HOWEVER the Party No. 1 may in its absolute discretion may grant a grace period of 15 days from the date of expiration of the stipulated time. The Party No. 1 is at liberty to charge the interest at the rate of 12% to 18% per annum in his discretion upon the defaulted amount from the date of default till the same is fully paid.
20. The possession of the Party No. 1 over the said piece of land shall remain unimpeached till the entire building is constructed and completed in all respects and the Apartments therein shall be made available for the occupation of the respective owners for their occupation.
21. It is further agreed that the Party No. 2 shall not divide the common areas and facilities.
22. The Party No. 2 agrees to form an Association along with the other Apartment owners in the said building as and when called by the Party No. 1. The Party No. 2 further agrees to pay their proportionate share of common maintenance and common expenditure as may be assessed by the Apartment Owners Association regularly as and when demanded by the Association or to the party no. 1 till functioning of Apartment owners Association / Society.
23. The Party No. 2 shall not alter or reconstructs this Apartment in contravention to the sanctioned building plan so as to change the elevation of the building.
24. It is exclusive responsibility of the Party No. 2 to maintain the Apartment jointly along with other Apartment owners after taking the possession thereof.
25. It is agreed between the parties hereto that the breach of the conditions contained in this Agreement shall automatically end the Agreement IPSOFACTO and the amount paid by the Party No. 2 so far be refunded after deducting there from 20% of the total cost of the Apartment or lumpsum deduction of amount decided by party no. 1.
26. The Party No. 2 has seen and approved the specifications as mentioned in SCHEDULE-IV.
27. The Party No: 2 agrees to bear the expenses on account of the preparation of this Agreement, Deed of Declaration, and any other document with respect to the stamp duty, registration fees and legal charges.
28. This agreement is subject to the jurisdiction of the competent Civil Court at Bhandara.
29. It is specifically agreed by and between the parties hereto that the Party No. 2 has no rights to the additional FSI that may now be available or the balance FSI still available or that may become available in future if increased. The rights of increased FSI and balance FSI shall be always vests with the Party No. 1 and the Party No. 2 shall not obstruct, object or prevent the Party No. 1 in utilizing, selling and consuming the balance F.S.I.
30. It is agreed between the parties hereto that any dispute if arose between the parties hereto shall be solved by appointing an Arbitrator and his decision can be challenged in the MAHARERA or in court of law at Bhandara.
31. That the Apartment Purchaser shall use their Apartment for Residential Purpose.

32. That it is understood by the Party No. 2 that the construction of building is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in the specifications at the time of execution of this Agreement of Sale. It is understood by the Party No. 2 that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or uneven settlement of footings are likely to occur and will not be treated as defects in construction and will be rectified, further it is understood by the Party No. 2 that on account of practical constraints there will be made an allowance of five percent variation on either side in dimension shown in the sanctioned plan or mentioned in the Agreement and no compensation shall be given to the Party No. 2 for such variation and nor such compensation shall be demanded by the party no. 2 from party no. 1.
33. The property is already brought to the-provision of Maharashtra Apartment Ownership Act, 1970 and the VENDOR has executed a "Deed of Declaration" Under Section 2, of the Maharashtra Apartment Ownership Act-1970, and the same is duly registered in the office of the Sub registrar __ at Bhandara at Serial no. _____ on dated _____, and as such the party no. 2 claims the exemption in stamp duty as per the Maharashtra Government Ordinance No. II, Published in government dated 07.02.1990.
34. The flat Purchaser be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, electric meter charges, 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 said land and building/s. Until the Society/association is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the developer (such proportionate share of outgoing as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined, the Flat Purchaser shall pay to the Party no. 1 (provisional monthly contributions of Rs per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
35. The Purchaser along with other Purchasers 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 Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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.
36. The Developer shall construct the said building/s consisting of ground and three (3) upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and accepted by the Flat Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
37. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.
38. The fixture fittings and amenities to be provided by the Developer/ Owner in the said building and the Flat are those that are set out in Schedule -IV annexed hereto.
39. The Developer/ Owner shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

- (i) Non-availability of steel, cement, other building materials, water or electric supply; due to War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

40. The Flat Purchaser shall take possession of the Flat within 15 days from the date of written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation.

41. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and not for office showroom/shop, godown for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking the Flat Purchaser's own vehicle.

42. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

- (i) Rs. for share money, application fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) The Purchaser also shall pay to the Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

And these amounts are liable to change & difference is need to pay by Party no. 2 accordingly.

43. The Flat Purchaser shall observe and perform all the rules and regulations which the society or association of flat owners 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 flats 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Association regarding the Occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

44. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows :-

1. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
2. 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
3. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser

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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

4. 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 Developer and/or the Society or the Limited Company.
5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
6. 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.
7. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
8. 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 Purchaser for any purposes other than for purpose for which it is sold.
9. The Purchaser 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 Purchaser to the Developer under this Agreement are fully paid up.
10. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
11. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
12. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

45. The Developer shall maintain a separate account in respect of sums received by the Developer from the Flat Purchaser as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or a association towards the outgoing, legal charges and shall utilise the amounts only for the purposes for which they have been received.
46. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
47. RIGHT TO AMEND: This Agreement may only be amended through written consent of both the Parties.
48. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS: 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 Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
49. 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.
50. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.
51. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
52. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Developer.
53. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by Registered Post AD / Under Certificate of posting at his/her address mentioned in this agreement.
54. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Developer/ Owner or the Society, or Association as the case may be.

SCHEDUL-I

MANNER OF PAYMENT

Total consideration mutually agreed for Flat No. , Floor No., building no., 1 BHK Apartment, **DREAM CITY PROJECT PHASE-I**, on Khasara No. 127/1, Mouza- Khokarla, Tahsil &

District- Bhandara Rs. _____ (Rs. _____ only) The Purchaser has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment & Rs. 1000/- as cost of office Charges & application fee and hereby agrees to pay to the Developer the balance amount of Rs(Rupees) in the following manner :-

1. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement within (15) fifteen days or completion of plinth level & G.F. slab of slab whichever occurs earlier.
2. Amount of Rs...../- (.....) (not exceeding 60% of the total consideration) to be paid to the Developer within Forty Five (45) days after execution of Agreement or completion of roof slab work of the building whichever occurs earlier.
3. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the building work i.e. water pumps, electrical fittings and 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.
4. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.
5. The Total Price above excludes all government Taxes (consisting of tax paid or payable by the Developer by way of Goods & Service Tax, Service Tax, Value Added Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the apartment.
6. The Total Price is escalation-free, 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

SCHEDULE -II

(Description of the property)

(Building no. _____, 1 BHK, **DREAM CITY PROJECT PHASE-I**, on Plot no. _____ KH. No. 127/1, Mouza- Khokrala, Tahsil District- Bhandara)

ALL THAT piece and parcel of land, bearing plot no. _____ & _____ out of the area named and styled as DREAMCITY PROJECT PHASE-I on NA layout of Kh. No. 127/1 Mouza- Khokrala, Tahsil District- Bhandara in free hold land admeasuring _____ Sq. Mtrs. (or _____ Sq. Fts.) being a portion of the entire land of Mouza- Khokharla, P. H. No. _____, Kh, No. 127/1 within the limits of Gram Panchayat at Khokrala, Tahsil District- Bhandara

On East by: Plot no. _____

On West: Plot no. _____

On North by: layout in Kh. No. 127

On West: Plot no. _____

SCHEDULE -III
(Description of Residential/ flat Apartment)

ALL THAT PIECE AND PARCEL OF RESIDENTIAL APARTMENT (FLAT) bearing no. _____situated on _____ Floor of the building known and styled as Building no. _____, 1 BHK Apartment “**DREAMCITY PROJECT PHASE-I” [BUILDING NO. 1 & 2/ 1 BHK APARTMENT]** proposed to be constructed over ALL THAT piece and parcel of land bearing Plot no. _____holding in free hold land situated at Mouza- Khokrala, Tahsil & District- Bhandara, covering carpet area _____ Sq. mtrs (_____ Sq. Ft.) & built up area of _____ mtrs (_____ Sq. ft.) together with _____ % of undivided share and interest in the said piece of land admeasuring _____ sq. mtrs. (_____ Sq. Ft.) being a portion of the entire NA land of Mouza- Khokrala, Tahsil District- Bhandara, P.H. No. _____ KH No. 127/1, and within the limits of Gram Panchayat at Khokarala bounded as under: (As shown in copy of Floor plan Annexure A)

On East: _____ **On North:** _____

On West: _____ **On South:** _____

SCHEDULE - IV
(Specifications of the Flat No. _____)
GENERAL FEATURES

STRUCTURE	:	R. C. C. FRAMED STRUCTURE
WALL	:	EXTERNAL WALL IN 150 MM THICK AND INTERNAL WALLS IN 115 MM THICK IN FLY ASH / RED BURNT BRICKS (As per the availability of material)
PLASTER	:	INTERNAL PLASTER IN FUNTY FINISH & EXTERNAL PLASTERS SAND FACE PARTIALLY & PARTIALLY PLAIN
FLOORING	:	CERAMIC FLOORING TO ALL ROOMS.
DOORS	:	FRONT DOOR IN DECORATIVE VINEERS FLUSH DOOR & INTERNAL DOORS IN COMMERCIAL FLUSH TYPE, DULY OIL PAINTED WITH CEMENT FRAMES.
WINDOWS	:	M. S. GRILL DULY PAINTED WITH ALUMINIUM SLIDING WINDOWS.
BATHROOMS	:	ANTI SKID TILES FLOORING & ONE TAP WILL BE PROVIDED. GLAZED UPTO 7' HT. ONE WASH BASIN IN PASSAGE WILL BE PROVIDED.
W. C.	:	ANTI -SKID TILES FLOOR & DADO UPTO 7'HT.
KITICHEN	:	COOKING PLATROM IN GREEN MARBLE WITH STEEL SINK & ONE TAP GLAZED TILES UPTO TO 2' HT.
ELETRIF'N	:	CONCEALED COPPER WIRING WITH AVERAGE 3.5 POINT IN EACH ROOM & ONE POWER POINT IN KITCHEN.
PAINTING	:	INTERNAL WILL BE 2 COATS OF OIL BOUND DISTEMBER WITH PUTTY & EXTERNAL WILL BE PAINTED WITH WATER PROOF CEMENT PAINT.
WATER SUPPLY	:	24 HOURS WATER SUPPLY.
FIXTURES	:	ALL WILL BE OF STANDARD QUALITY & OF BUILDIERS CHOICE.

NOTE: THESE SPECIFICATIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME AS PER TECHNICAL REQUIREMENT OF THE SCHEME.

In Witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED BY
THE WITHIN NAMES

Signature of the purchaser

AND

M/s. Wakde Patil Infra Developers & Constructions’ (P) Ltd
through its Directors

Signature of the Director No. 1
(Mrs. Anita W/o Pandurang Wakde)

Signature of the Director No. 2
(Mr. Pandurang S/o Bajiraoji Wakde)

WITNESSES:

1. Name
Signature

2. Name
Signature

ANNEUXRE-A

FLOOR PLAN OF APARTMENT

ANNEXURE-B

NAME OF THE ATTORNEY AT LAW / ADVOCATE

ADDRESS:

SIGNATURE

DATE:

ANNEXURE-C

COPY OF THE TITLE REPORT

ANNEXURE-D

ENCLOSURES:

1. NA ORDER & LAYOUT PLAN COPY
2. DEED OF DECLARATION COPY
3. BUILDING PLAN & G. P. BUILDING PERMISSION COPY
4. JOINT VENTURE DEVELOPMENT AGREEMENT COPY
5. LATEST 7/12 EXTRACT COPY
6. RERA REGISTRATION COPY