

Dated 19-7-2017

READY RECKNER CHART NO. 2.3

RATE RS. 31200/- PER SQ. MTRS.

CARPET AREA OF FLAT _____ SQ. MTRS. and usable area of
Balconies+ utility + C/B of _____ Sq. Mtrs.

AREA OF PARKING _____ SQ. MTRS.

CONSIDERATION RS. _____

MARKET VALUE RS. _____

STAMP RS. _____ + 1% SURCHARGE RS. _____

= TOTAL RS. _____

AGREEMENT FOR SALE

This Agreement for Sale is made & executed at Nashik on this
_____ day of JULY 2017

Between

MR. _____,

Age _____ **Years, Occupation** _____, **PAN** _____

R/o. _____

hereinafter called the "Allottee/s/Purchaser/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). OF THE ONE PART

AND

M/S. SATYAM ENTERPRISES, A PROPRIETARY CONCERN, (PAN - AAUPR9675A), THROUGHT ITS PROPRIETOR, MR. HARESH SHANTILAL RAMANI, Age 43 Years, Occupation Business, Add :- 3, Maa Palace, Om Nagar, Hirawadi Road, Panchavati, Nashik - 422003. Hereinafter referred to as the VENDOR/PROMOTER (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the OTHER PART.

WHEREAS the Vendor/ Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Village Nashik, Tal. Dist. Nashik, more particularly described in the first schedule written hereunder and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the Vendor/ Promoter purchased the said property from the previous owners Mr. Pramod Atmaram Sakhare and others by a sale deed dated 1/10/2013 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 8461 on 1/10/2013 and name of the Vendor/ Promoter is mutated in the owners column of the record of rights and as such the Vendor/ Promoter is competent to develop the said property by constructing building thereon and sell their share of super structure as the Vendor/ Promoter may deem fit and proper.

AND WHEREAS the promoters have accrued a title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment or there is no lis pendence in respect of the said property, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

AND WHEREAS the said property is duly converted to Non Agri. Use under order of Collector, Nashik under No. **Maha/Kaksh/3/Bl.She.Pra.Kra. / 415 / 1997 Dated 21/11/1997.**

AND WHEREAS the Vendor/ Promoter prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under **commencement Certificate No. LND/BP/C2/117/962 Dated 19/5/2017** and as per the building plan the Vendor/ Promoter has commenced the construction on the said property and proposes to construct a building consisting of **one building**, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the Promoter/vendor is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land One Building of Ground and upper floors or as may be approved by the local authority as and when revised. i.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**_____ APARTMENT**" (herein after referred to as the said "Building") being constructed on the said property, by the Promoter/vendor, the said apartment is more particularly described in the second schedule written hereunder.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **Mavani Associates, Mr. Suresh N. Patel** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the RERA with the **Real Estate (Regulation & Redevelopment) Act, 2016** with the **Real Estate Regulatory Authority** at _____ on _____ under Registration No. _____ on _____ have been annexed and marked Annexure F.

AND WHEREAS the Promoter has appointed a structural Engineer **Mr. Sunil Patel** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mavani Associates Mr. Suresh N. Patel** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016, hereinafter referred to as "the said Act" and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Promoter has got 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.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the vendor/promoter has informed the purchasers/allottees that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property consisting of **Ground Floor as parking, First Floor/Second/Third/Fourth Floors**, the vendor /promoter intends to take all the benefits as may be made available on the said property for additional construction in view of the new DC rules to be applicable and as such the vendor /promoter shall be entitled to revise and amend the building plan and in such case additional floors shall be sanctioned by Nashik Municipal Corporation and as such all

the benefits of the said additional floors or construction as may be made available on the said property to the vendor / promoter and the vendor / promoter shall have rights to construct such additional floors as may be sanctioned by NMC and the vendor/promoter shall be entitled to sell, alienate or dispose off the same. Provided always that the promoter shall take prior consent from the purchaser/allottee for amendment of the building plan of the area, location and size of the apartment of the purchaser/allottee is adversely affected.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the purchaser/s/allottee/s has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality stands of product/ fittings and fixtures as agreed between promoter and the vendors/promoter and on independently verifying the same the purchaser/s/allottee/s has now agreed to the same as conditions mentioned in these contracts and that the purchaser/s/allottee/s agrees to abide by the same failure of which shall absolve the promoters to that extent.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor situated at Adgaon, Tal. & Dist. Nashik in the building being constructed in the said Project _____ APARTMENT.

AND WHEREAS the carpet area of the said Apartment is _____ Sq. Mtrs. and usable area of Balconies + utility + C/B area of _____ Sq. mtrs. and "carpet area "as per RERA 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G**.

AND WHEREAS notwithstanding anything stated in any other document/ allotment / letter given or communicated with the purchasers anytime prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said premises is agreed to be sold to the purchasers.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of allotted in respect of his premises in the said 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 prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____** (Rupees _____) **only by Cheque _____ drawn on _____ Dated _____** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities to be provided in the said building and common facilities as detailed by the promoter and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter/vendor.

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 Apartment and the garage/covered parking(if applicable) as described herein after.

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

1. The Promoter has constructed the said building/s **consisting of Ground and four upper Floor** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.
1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ **admeasuring _____ Sq. Mtrs. and absolute ownership in usable area of Balconies/ utility / C/B admeasuring _____ Sq. Mtrs. And AREA OF PARKING _____ SQ. MTRS.** on _____ Floor in the said building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C for the consideration of **Rs. _____ - including parking and the proportionate price of the common areas and facilities appurtenant to the premises, the**

nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee parking spaces bearing No. _____ situated at stilt constructed in the layout building or as the local authority may have sanctioned on approval of the building plan without any additional consideration.

1(b) The total aggregate consideration amount for the apartment including parking spaces is Rs. _____.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ - (Rupees _____) **only by Cheque** _____ **drawn on** _____ **Bank Dated** _____ as advance payment or application fee and hereby agrees to pay to that the Promoter the balance amount of Rs. _____ (Rupees _____) **only** in the following manner :-

1. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of plinth of the building or wing in which the said apartment is located.

2. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the first slab of the building or wing in which the said Apartment is located.

3. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the second slab of the building or wing in which the said Apartment is located.

4. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the third slab of the building or wing in which the said Apartment is located.

5. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the fourth slab of the building or wing in which the said Apartment is located.

6. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the fifth slab of the building or wing in which the said Apartment is located.

7. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the brick work of the building or wing in which the said Apartment is located.

8. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the external and internal plastering work of the building or wing in which the said Apartment is located.

9. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the tiles and plumbing work of the building or wing in which the said Apartment is located.

10. Rs. _____ (Rs. _____ only) to be paid to the Promoter on completion of the remaining finishing work of the building or wing in which the said Apartment is located.

11. Rs. _____ (Rs. _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments **as the Promoter and allottee may decide** for the period by which the respective instalment has been preponed.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the

Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein, the purchasers shall not be claim possession of the said premises the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, GST and other taxes payable under this agreement of the said premises to the promoters.

Howsoever for the purpose of defect liability on towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase/ wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of he purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allote shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").