Annexure 'A'

Model Form of Agreement to be entered into between
Promoter and Allottee(s)
(See rule 10(1))
EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Zone No	:	
Flat No	:	
Area of Flat	:	Sq Mtrs.
Rate Rs.		/- per Sq.Mtrs.
Govt. Value	: Rs.	
Consideration	: Rs.	
Stamp	Rs.	
Registration fees	Rs.	

Model Form of Agreement

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and Seventeen at Nashik.

BETWEEN.

1) **MRS. VITHABAI SUBHASH JAGTAP,**
Age : 37 Yrs. Occ. Agriculture and Household,
R/o. Plot No. 32, Vibhuti, Ramanuj Nagar, Tapovan Road,
Panchavati, Nashik

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2) **MRS. SUSHAMA KANTILAL JAYSWAL,**
Age : 42 Yrs. Occ. Business,
R/o. 4610, Laxmikrupa, Old Adgaon Naka,
Panchavati, Nashik
Through their G P A. holder –
M/S. SAMRUDDHI CONSTRUCTION,
PAN - _____
A Partnership Firm,
having address at – Plot No. 14, Bappa Sitaram Road,
Aurangabad Naka, Panchavati, Nashik
Through it's Partner

A) **MR. PRASHANT MAHESHCHANDRA RAWAL,**
Age : 48 Yrs. Occ. Business
PAN - _____

B) **MR. KIRAN VISHWANATH RAUT,**
Age : 42 Yrs. Occ. Business
PAN - _____
Both having address at _____
Nasik – _____

hereinafter referred to as "the Promoter / Vendor of the One Part (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include their present / future partners, their legal heirs, executors, and administrators, assignees etc.) of the **ONE PART.**

AND

MR. _____
Age : _____ Yrs., Occ. : _____
having address at _____
_____
PAN – _____

hereinafter referred to as " the Allottee/Purchaser / Purchaser" (Which expression unless it be repugnant to its context and/or meaning thereof shall always mean and include their respective heirs, legal representatives, executors, administrators and assignees) of the **OTHER PART.**

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WHEREAS by an Development Agreement and Power of Attorney dated dated – 03rd day of May 2012 executed between **Mrs. Vithabai Subhash Jagtap and Mrs. Sushama Kantilal Jayaswal** (hereinafter referred to as "the Original Owner") of the One Part and the Promoter i e. **M/s. Samruddhi Construction through its Partner Mr. Prashant Maheshchandra Rawal and Mr. Kiran Vishwanath Raut** of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land bearing **Plot No. 1-A,** Admeasuring 458.00 Sq.Mtrs., N.A. assessment Rs. 00.20 Ps. out of **Survey No. 194/4/2/9** situated at Village **Nashik,** Tal. and Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, the plot or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Developrnent Agreement/Power of Attorney;

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/Original Owner/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof)..... having_____ (here specify number of Basements/podiums/stilt and upper floors)

AND WHEREAS the Allottee/Purchaser / Purchaser is offered an Apartment / Flat bearing number_____ on the _____floor, (herein after referred to as the said "Apartment/Flat") in the Building called **SAI NIRMAL APARTMENT** (herein after referred to as the said "Building") being constructed on the said project land, by the Promoter/Vendor.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at - _____ No_____; authenticated copy is attached in Annexure 'F'.

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AND WHEREAS the Promoter has appointed a structural Engineer 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 Deeds the Promoter / Vendor has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter / Vendor 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/Purchaser , the Promoter / Vendor has given inspection to the Allottee/Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs ..... 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 attorney at law or 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 / Vendor 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 Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-I.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter / Vendor 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-2.

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

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AND WHEREAS the Promoter / Vendor 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.

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 / Vendor 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 Promoter / Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee/Purchaser has applied to the Promoter / Vendor for allotment of an Apartment No..... on ..... floor in the building known as SAI NIRMAL APARTMENT, being constructed in the said Project.

AND WHEREAS 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 Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the apartment.

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/Purchaser has paid to the Promoter / Vendor a sum of Rs..... (Rupees.....

) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter / Vendor to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter / Vendor both hereby

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admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoter / Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter / Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter / Vendor hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter / Vendor shall construct the said building/s consisting of Ground and Four upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter / Vendor shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter / Vendor and the Promoter / Vendor hereby agrees to sell to the Allottee/Purchaser Apartment No ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building SAI NIRMAL APARTMENT (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-I and C-2 for the consideration of Rs ..... including Rs ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common

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areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should te shown separately).

(ii) The Allottee/Purchaser hereby agrees to purchase from the Promoter / Vendor and the Promoter / Vendor hereby agrees to sell to the Allottee/Purchaser covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

1(c) The Allottee 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 or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (' Rupees _____) in the following manner :-

i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

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vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) 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.

I(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter / Vendor by way of G.S.T. 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/Plot]

I(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 / Vendor undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter / Vendor 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/Purchaser, which shall only be applicable on subsequent payments.

I(f) The Promoter / Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/Vendor.

I(g) The Promoter / Vendor shall confirm the final carpet area that has been allotted to the Allottee/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, hi the carpet area, subject to a variation cap of

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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 / Vendor shall refund the excess money paid by Allottee/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 Allottee. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter / Vendor shall demand additional amount from the Allottee/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 I(a) of this Agreement.

I(h) The Allottee/Purchaser authorizes the Promoter / Vendor 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 / Vendor may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter / Vendor to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter / Vendor 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 Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter / Vendor as well as the Allottee/Purchaser. The Promoter / Vendor shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/Purchaser and the common areas to the association of the allottees/purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/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 Promoter / Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

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3. The Promoter / Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 232.00 sqbare meters only and Promoter / Vendor has planned to utilize Floor Space Index of 1.1 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter / Vendor has disclosed the Floor Space Index of 1.1 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter / Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter / Vemdpr only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/Purchaser, the Promoter / Vendor agrees to pay to theAllottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter / Vendor under the terms of this Agreement from the date the said amount is payable by the allottee (s) / purchaser (s) to the Promoter.

4.2 Without prejudice to the right of Promoter / Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter / Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)and on the Allottee/Purchaser committing three defaults of payment of instalments, the Promoter / Vendor shall at his own option, may terminate this Agreement. Provided that, Promoter / Vendor shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the

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Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter / Vendor within the period of notice then at the end of such notice period, Promoter / Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter / Vendor shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter / Vendor in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter / Vendor shall give possession of the Apartment to the Allottee/Purchaser on or before ..... day of ..... 20__. If the Promoter / Vendor fails or neglects to give possession of the Apartment to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / Vendor shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter / Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter / Vendor 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 Aprtment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee/Purchaser in terms of this Agreement to be

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taken within 3 (three months from the date of issue of such notice and the Promoter / Vendor shall give possession of the [Apartment/Plot] to the Allottee. The Promoter / Vendor agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter / Vendor or association of allottees, as the case may be. The Promoter / Vendor on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee/Purchaser intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee/Purchaser to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter / Vendor as per clause 8.1, the Allottee/Purchaser shall take possession of the SAI NIRMAL APARTMENT from the Promoter / Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / Vendor shall give possession of the SAI NIRMAL APARTMENT to the allottee. In case the Allottee/Purchaser fails to take possession within the time provided in clause 8.1 such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee/Purchaser brings to the notice of the Promoter / Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects in account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter / Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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9. The Allottee/Purchaser along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter / Vendor 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 hi, sign and return to the Promoter / Vendor within seven days of the same being forwarded by the Promoter / Vendor to the Allottee, so as to enable the Promoter / Vendor to register the common organisation of Allottee. No objection shall be taken by the Allottee/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.

9.1 The Promoter / Vendor shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Orginal Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter / Vendor shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter / Vendor to the Allottee/Purchaser that the Apartment is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. hi proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the

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Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter / Vendor such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee's share is so determined the Allottee/Purchaser shall pay to the Promoter / Vendor provisional monthly contribution of Rs per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter / Vendor shall not carry any interest and remain with the Promoter / Vendor until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter / Vendor to the Society or the Limited Company, as the case may be. 10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. for share money, application entrance 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) Rs For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee/Purchaser shall pay to the Promoter / Vendor a sum of Rs.____ _____for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter / Vendor 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.

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12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/Purchaser shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter / Vendor hereby represents and warrants to the Allottee/Purchaser as follows:

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

ii. The Promoter / Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting "and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter / Vendor has been and shall, at all

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times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter / Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

vii. The Promoter / Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

viii. The Promoter / Vendor confirms that the Promoter / Vendor is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter / Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter / Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions,premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter / Vendor in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter / Vendor as follows :-

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i. To maintain the Apartment at the Allottee'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.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment hi the same condition, state and order in which it was delivered by the Promoter / Vendor to the Allottee/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 Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause

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damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter / Vendor and/or the Society or the Limited Company.

v. 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.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter / Vendor within fifteen days of demand by the Promoter, 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.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix. The Allottee/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 Allottee/Purchaser to the Promoter / Vendor under this Agreement are fully paid up.

x. The Allottee/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 Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation

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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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter / Vendor 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.

xii. 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 Allottee/Purchaser shall permit the Promoter / Vendor 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.

15. The Promoter / Vendor shall maintain a separate account in respect of sums received by the Promoter / Vendor from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 Allottee/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 Promoter / Vendor 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.

11. PROMOTER / VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter / Vendor executes this Agreement he shall not mortgage or create a charge on the SAI NIRMAL APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other

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law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Promoter / Vendor does not create a binding obligation on the part of the Promoter / Vendor or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter / Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter / Vendor shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

19 ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any

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subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter / Vendor through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter / Vendor and the Allottee/Purchaser in Nashik, after the Agreement is duly executed by the Allottee/Purchaser and the Promoter / Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Sub-Registrar, Nashik.

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26. The Allottee/Purchaser and/or Promoter / Vendor shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limits prescribed by the Registration Act and the Promoter / Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchaser and the Promoter / Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter / Vendor by Registered Post A.D. and notified Email ID/Under Certificate of posting at their respective address specified below :-

Mr _____

Add _____

_____

Notified Email ID :_____

1) **MRS. VITHABAI SUBHASH JAGTAP,**
2) **MRS. SUSHAMA KANTILAL JAYSWAL,**

Through their G.P.A. holder –

M/S. SAMRUDDHI CONSTRUCTION,

A Partnership Firm,Through it's Partner

A) **MR. PRASHANT MAHESHCHANDRA RAWAL,**

B) **MR. KIRAN VISHWANATH RAUT,**

Both having address at _____

Nasik – _____

Notified Email ID _____

It shall be the duty of the Allottee/Purchaser and the Promoter / Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing, which all communication and letter posted at the above address shall be deemed to have been received by the Promoter / Vendor or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter / Vendor to the Allottee/Purchaser whose name appears first and at the

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address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at - Nashik in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE OF THE SAID PROPERTY: -

(SCHEDULE - I)

All that piece and parcel of **Plot No. 1-A**, Admeasuring 458.00 Sq.Mtrs., N.A. assessment Rs. 00.20 Ps. out of **Survey No. 194/4/2/9** situated at Village **Nashik**, Tal. and Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, both the plots are bounded as under

ON OR TOWARDS		BY
East	:	Plot No. 1 B
West	:	S. No. 193
South	:	Canal and Colony road
North	:	Road

Together with all rights of roads, common ways, easementary rights etc.

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THE SECOND SCHEDULE OF THE PROPERTY REFERRED TO ABOVE :-

(SCHEDULE - II)

On the aforesaid property a Building named as "Sai Nirmal Apartment" consisting Ground + Three Upper floors, from and out of the said building, the premises of Flat bearing **Flat No.** ___ (_____) on _____ **Floor** of Sai Nirmal Apartment, admeasuring _____ **Sq.Fts. i.e.** _____ **Sq.Mtrs. Carpet area,** it consists of Two bed rooms, One Hall, Kitchen & Two Bath, W.C. and along with **parking No.** __ as shown in the building plan along (as shown is the sales brochure attached herewith) together with right to use common staircase, lift and landings and in the common areas of the said Building. The said premise is bounded as :-

ON OR TOWARDS	BY
East	:
West	:
South	:
North	:

ANNEXURE - A:

Title Report

Name of the Advocate :

Address :

Date :

ANNEXURE - B:

(Authenticated copies of Property Card or extract Village Form VI or VII and XII or any other revenue record showing nature of the title of the Vendor / Lessor / Original Owner / Promoter to the project land)

ANNEXURE – C-1 :

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – C-2:

(Authenticated copies of the plans of the Layout as proposed bny the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE - D:

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(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee / Purchaser as approved by the concerned local authority)

ANNEXURE - E:

(Specification and amenities for the Apartment)

ANNEXURE - F:

(Authenticated copies of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee/Purchaser above named the sum of Rupees _____ _____ on execution of this Agreement towards Earnest Money Deposit or application fee

I say received

The Promoter/s

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