AND WHEREAS the Purchaser is registering this document at his own cost and purchaser also bear the expenses of GST (if applicable), Service Tax, Vat, Water Connection, Light Miter Connection & future taxes etc.

AND WHEREAS the terms and conditions are settled between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS SHOWN BELOW:-

1. The Owner/Developer is going to construct the building consisting of **First to Four floors** as per the plans and drawings/ designs approved by the Nashik Municipal Corporation.

2. The sale of the area includes the area of balcony, W.C. bath, internal passage of the premises and proportionate share in staircase and other common area. The carpet area of the said premises is ----------**Sq. Mtrs**.

3. The Purchaser agrees to purchase the said premises and the Owner/Developer agrees to sell the said premises to the Purchaser at or for **Rs. ----------/- (in words Rs. ---------- only)** and the said price is for the premises i.e. the residential flat. The said consideration is exclusive of all expenses towards stamps, registration, engrossing of the final sale deed, whether executed individually or in common i.e. for said premises. The consideration does not include the charges as mentioned in para below. Service Tax, VAT, LBT, GST if applicable and any other government taxes and levies if demanded will be paid by the purchaser separately. For that separate cheques or cash will be given by the purchaser/s. All these expenses will be borne by the purchaser/s.

4. The Purchaser agrees and undertakes to pay consideration as hereinabove in the following manner:-

AMOUNT	PARTICULARS
Rs. /-	In words Rs. ---------- only paid by the purchaser vide cheque No. ---------- of ---------- Bank, ---------- Branch, Dtd. --/--/2017.

Rs. ----------/-	In words Rs. ---------- Only To be paid by loan from any financial institute or by way of cash by the purchaser as per the stages of construction or as demanded by the owner/Developers.

The Purchaser agrees to pay the aforesaid sums on the due dates/ stages, without default, whether demanded formerly or not. The payment of the installment as per Schedule above is the essence of the Agreement and the sums mentioned in the stages is the conditions precedent for the continuance of this agreement. If not paid in stipulated time, agreement will be cancelled.

5. The Developer hereby agrees to observe, perform and to comply with all the terms and conditions stipulations and the restrictions, if any, which are imposed in the sanction building plan for construction of the building, till completion thereof. The Owner/Developer shall obtain occupancy/completion certificate with respect to the constructed premises.

6. The Purchaser hereby further agrees that:-

i] The F.S.I. of the unsold premises, or the unbuilt premises shall remain the property of the Owner/ Developer. The areas excluding the staircase and landings shall remain the property of the Owner/Developer.

ii] The F.S.I. increased during the period of construction shall remain the property of the Owner/ Developers only and the benefits thereof will be enjoyed by the Owner/ Developers .

iii] The Purchaser/s of such construction of additional or increased F.S.I. shall be admitted as a member of the institution formed and registered of all the Purchaser/s by the Owner/Developers .

iv] The Owner/ Developer does hereby reserve its rights for allotment of separate terrace to the respective flat holders, exclusive parking areas to the flat holders and allotment of terrace of the building to any other person and the said rights of the Owner/Developer shall remain always unaffected till ultimate conveyance of the said property takes place in favour of the Society or Association as may be registered and established by the Owner/Developer .

v] The Purchaser/s agrees that the purchaser has no right to create any separate additional toilet than provided in the said premises at any other place in the said premises including in the balcony of the said premises.

vi] The Purchaser/s has also no right to disturb the elevation of the building while decorating the said premises internally or externally and the purchaser shall not be allowed for any structural changes in the premises.

vii] The common terrace above the building cannot be utilized by the occupants for the purpose of erecting the mobile tower, advertisement hoardings. If such use is done by the occupants of the apartment/society then it will be treated as breach of the terms and conditions of the agreement. The Owner have rights to initiate action for such breach against the members of the apartment or society. Common Terrace is to be always kept open for the common use of the occupants, no construction is to be carried temporarily or permanently upon the said common terrace of the building.

vii] The purchaser agrees that the purchaser has no right to create any permanent or temporary structure in allotted parking space.

7. The purchaser/s agrees to pay the Owner/Developer interest at 18% per annum on all the delayed amounts from the date/stage the amounts become due and payable by the purchaser to the Owner/Developer, as per this agreement. The payment of the interest by way of damages is the condition precedent for the acceptance of the delayed payment and the interest shall at no time be treated as waiver of the rights of Owner/Developer to terminate this agreement.

To avail the loan is the choice/responsibility of the purchaser/s and not of the Owner.

8. The Purchaser, on committing default in payment of the amount on due dates or stages of any amount becoming due and payable by the Purchaser/s to the Owner/ Developer under this agreement including interest accrued, if any, [including the proportionate share of taxes levied by the concerned local authority and other outgoing, deposits amounts of the electricity and the water or any other expenses] or upon the Purchaser committing breach of any

of the terms and conditions herein contained, the Owner/ Developer is entitled to terminate this Agreement as its option.

PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Owner/ Developer , unless and until the Owner/ Developer has given to the Purchaser fifteen days prior notice in writing [the notice being sent by Registered Post or by Under Certificate of Posting or being served personally] or through electronic media, upon the Purchaser of this intention to terminate the agreement and intimating the specific breaches of the terms and conditions in respect of which the agreement is to be terminated and default is made by the Purchaser, in remedying such breach or breaches within the specific period after giving of such notice.

PROVIDED FURTHER that the upon terminating this agreement as aforesaid, the Owner/ Developer shall refund to the Purchaser after deducting the expenses incurred, the amounts which may have been paid by the Purchaser to the Owner/ Developer . The purchaser will have to execute the cancelation deed, then the amount will be refunded. If the purchaser/s failed to execute the cancelation deed then those amount will not be refunded and then the Owner/ Developer thereupon shall be at liberty to dispose off or sell the said premises to such persons as the Owner/ Developer may in his absolute discretion thinks fit. Upon termination of this agreement, the Purchaser shall immediately hand over the documents received by him from the Owner/Developer and further agrees to registered the cancelation deed. The refund of the amounts by the Owner/Developer and cancelation of the document, returning of the documents by the Purchaser to the Owner/ Developer shall be done simultaneously.

9. The Purchaser/s shall pay to the Owner/Developer the sum as and when demanded within seven days from the date of the demand, and in any case the said amounts are to be paid before possession viz.

10. At the time of the execution and registration of the final conveyance, the purchaser shall pay his share of stamp duty, registration charges for the conveyance and/ or any other documents or instruments of the transfer in respect of the said land and the building to be executed in favour of such Society or formation of apartment.