SHREE

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Nashik on this th day of _____ in the year **2017**...

BETWEEN

SHRINATHJI DEVELOPERS
A Partnership Concern, **(PAN No.ABSFS6381H)**
Having its registered office at
Shop No.1 & 2,Shri Navashya Ganapati Apartment,
Anandwalli, Gangapur Road,**NASHIK - 422 013**
Through its Partner,
MR. _____,
Age – years, Occu. –Business
Address – As Above.

Hereinafter referred to as the **'VENDORS'** (which expression shall unless it be repugnant to the context or meaning thereof, include the said company, its all directors, their heirs, executors, administrators, successors and assigns etc.) of the **FIRST PART**;

AND

MR.
Age- years, Occu.

PAN NO.

R/o.

Hereinafter referred to as **"PURCHASERS"** [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his/her/their legal heirs, executors, administrators, representatives and assigns] of the **SECOND PART,**

WHEREAS the Vendor Owner is seized and possessed and otherwise well and sufficiently entitled to the land property bearing **Plot No.C-06** admeasuring **251.00 sq. mtrs.,** and **Plot No.C-07** admeasuring **251.00 sq. mtrs.** from and out of **Survey No.49/3A+49/3B**, lying, being and situated at Village : **Anandwalli, Nashik,** Taluka & District Nashik, more particularly described in the Schedule-I written hereunder and hereinafter referred to as the **"said property"**, which is purchased by the said Vendor Owner from its previous Owner Mr./Mrs. Nirmalkaur Charanjitsingh Bhalla vide absolute Sale Deed which is duly authenticated, stamped and registered before the Sub-Registrar, Nashik at **Serial No.12000** dated **15/12/2010**. Accordingly, name of the said Vendor Owner is mutated in the ownership column of the revenue record of the said property vide Mutation Entry No.7402. Since then the said Vendor Owner is in possession of the said property with absolute rights, powers and authorities to deal

with and dispose off the said property to any individual, firm and/or institution of their own choice.

AND WHEREAS the title of the Confirming Party/ Owners to said plot is clear and marketable and certificate for the same is issued by **Advocate S.S.Shankpal** of the Vendor.

AND WHEREAS the said land is converted into Non-Agricultural use by the Collector, Nashik bearing Order No **Maha Kaksha-3/ NA/SR/329/96** dated **14/06/1996.** Further the layout upon the said property is finally approved by the Nashik Municipal Corporation by its Letter No **Nagar Rachana/Final/16/(Satpur)** dated **17/08/2001.** Accordingly, the said land is divided into several plots and Plot No C-06 & C-07, the said property herein is created.

AND WHEREAS the said Vendor Owner is engaged in the business of land development and construction thereon and has all the required infrastructure and expertise for causing construction & finance as well. Accordingly, Vendor Owner is decided to develop the said property on her own. In pursuance to the said decision and considering the need of proposed Residential Project to be constructed upon the said property, the Vendor Owner has purchased an additional TDR of **200.00 Sq. Mtrs.** from Chandrabhaga Nivrutti Tajanpure & Others 10 through their GPA holder M/s. Viraj Estates Pvt. Ltd., through its Director Mr. Chandrashekhar Babulal Shah by absolute Sale Deed which are registered before the Sub-Registrar, Nashik at **Serial No.1122** dated **25/01/2011.**

AND WHEREAS considering the said TDR the Vendor Owner have decided to construct a residential project upon the property and accordingly prepared a building plan of proposed construction caused on the said property and got it sanctioned from the Nashik Municipal Corporation, Nashik vide its Order No **LND/BP/A1/51/248** dated **28/04/2015.**

AND WHEREAS construction work of proposed **"Raghunandan Apartment"** is commenced upon the said property by the said Vendor Owner as per the aforesaid approved building plan and the same is in progress which shall comprise of **16 Residential Family Units** constructed upon **Stilt Floor, First, Second,Third Floor & Fourth Floor** having independent approach to each Unit as per the said approved and sanctioned building plan and also having all the required facilities and civic amenities. All the said units together with the amenities and specifications listed and written hereunder in the Schedule - III together with parking facility together with all rights of easement and common facilities appurtenant thereto.

AND WHEREAS the said project named as **"RAGHUNANDAN APARTMENT"** is registered under RERA Act, 2016 vide registration no is--------

AND WHEREAS the Vendor has appointed Architect registered with the Council of Architects and Vendor has appointed a structural Engineer for the preparation of the structural design and drawing of the said buildings. The Vendor shall accept the professional supervision of the Architect and structural Engineer till the completion of the buildings.

AND WEREAS the plans and specifications are displayed for inspection at the site and also in the office of the Vendor;

AND WHEREAS the Vendor is executing the agreement of like nature with other purchasers of the other constructed premises;

AND WHEREAS the Purchasers with an intention to purchase Flat No. [-----] in building demanded inspection of the documents hereinabove including the sale deed, approved plans, permission etc. and the purchasers are satisfied about the title of the Vendor to the said plots, rights of the Vendor to develop the said plots and to sell the constructed & other areas and the Purchasers admit to have received the copies of the following document viz.:(1)7/12 Extracts &Mutation Entries (2)Commencement certificate and the Approved Plans(3) Sale **Deed**

dtd.15.12.2010 (4)Title Certificate (5) plan of premises mentioned in the schedule II hereunder written and as the Purchaser admit to have received the copies thereof;

AND WHEREAS the plans and specifications are displayed for inspection at the site and also in the office of the Vendor.

AND WHEREAS the Purchaser with an intention to purchase **bearing Flat No.— [--]** demanded inspection of the documents from the Vendor and the Vendor has given all the documents of title relating to the said plot, the plans, 7/12Extract, Mutation Entries, N.A. order, Commencement Certificate, Title Certificate, Sale Deed, Approved plans, Designs and Specifications prepared by the vendor's Architect and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer)Act, 1963 and the rules made there under and as the purchaser admits to have received the copies thereof.

AND WHEREAS the Vendor undertakes to comply with all terms and conditions of sanction orders and get the renewal thereof as and when required;

AND WHEREAS the Purchaser wants to purchase the constructed premises **bearing Flat No. -------[----------]** ,more particularly described in the Schedule-II of this Agreement and hereinafter referred to as the "SAID FLAT" for the sake of brevity and Purchaser has approved the specifications for the construction as proposed by the Vendor;

AND WHEREAS the lump sum price of the said flat is fixed at **Rs. ----------/- (Rs. ---------- only)** excluding all costs and expenses as details written herein under, which is to be borne by the Purchaser.

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

[01] The Vendor is constructing the building on the said plot according to the plans, designs approved by the concerned Competent Authority, and the specifications annexed hereto with such variations and modifications as the Vendor may consider necessary or as may be required by the concerned Competent Authority or the Government to be made and the Purchaser has given **their** irrevocable consent to such variations and modifications, if they are not affecting said flat substantially and it shall be treated and considered as consent by the Purchaser in writing.

[02] The said price of the said flat is on carpet area basis and area of the said flat is calculated as per the plans presented and presently approved by the Competent Authority. The carpet area shall be in clear dimensions from unfinished wall to unfinished wall [brick to brick] including all the areas in the said premises, balcony, otta, cupboards, internal passages, etc. No deduction shall be made for structural members of the building like columns, beams, shafts, skirting, dados in the flat, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement. The Purchaser is satisfied about the said conversion and has no complaint about the said.

[03] The Purchaser have agreed to purchase the said flat and the Vendor has agreed to sell the said flat at lump sum prices of **Rs.----------/- (Rs. . ---------- only) having carpet area ----------sq.mtrs. Equivalent to----------sq.fit.** The purchasers are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to three percent.

The said consideration is exclusive of:

a] All costs and expenses at actual for stamps, registration and engrossing of agreement and sale deed, whether executed individually for the said premises and/or in common with building for the said property.

b] The amount of single phase MSEDCL meter deposit.

c] The amount of Vat, Service tax, GST if charged,

d] Maintenance amount as decided by the Vendor.

e] Any other special expenses, taxes, charges which may arise hereafter for the said transactions or for any facility required to be provided as per the directions of concerned authorities,

f] Legal charges,

g] Proportionate amount for formation and registration of Association of Apartment owners

The Purchaser agrees and undertakes to pay all above amount/ charges within seven days as and when demanded by the Vendor.

[04] Purchaser will pay the balance amount of Rs.....(Rupees .....) in the following manner :-

Amount	Particulars
	Purchaser has paid Rupees ------- only by Chq. No. ------ ------- Bank, --------Branch, Dt. --/--/201--.(not exceeding 30% of total cost of agreement.)
	45% of the total consideration will be paid after on completion of the Plinth of the building or wing in which the said Apartment
	70% of the total consideration will be paid after on completion of the slabs including podiums and stilts of the building
	75% of the total consideration on will be paid after completion of the walls, internal plaster, floorings doors and windows of the said Apartment Rupees
	80% of the total consideration will be paid after on completion of the Sanitary fittings, staircases, lift wells, lobbies uptothe floor level of the said Apartment Rupees Two Lakhs will be paid after completion of Sixth slab.
	85% of the total consideration will be paid after on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment .
	95% of the total consideration will be paid after 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.
	Balance Amount 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.
	Rs. **(Total Consideration)**

The Purchaser/s agrees to pay the aforesaid balance amount on the due dates without default; payment of balance amount is the condition precedent for the continuance of the agreement and essence of agreement between parties.

[05] The Vendor hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning of

[06] The vendor is developing the said Plot in his own name and rights. The Purchaser declares and admits that on verification of the title deed and the said plots is free from all encumbrances.

[07] The purchaser agrees to pay to the Vendor an interest @12 % p.a. on all the amounts from the date and /or stage they become due and payable by the Purchaser to the Vendor under the terms and condition of this Agreement. The payment of interest by way of damages is condition precedent for acceptance of delayed payment. But it is discretionary with the Vendor whether to accept the delayed payment with interest or not.

[08] On the Purchaser committing default in payment the amount on due date or any amount becoming due and payable by the Purchaser to the Vendor under this Agreement (including **their** proportionate share of taxes levied by concerned Local Authority and other outgoings.) and upon the Purchaser committing breach of any of the terms and conditions herein contained, then the Vendor is entitled to terminate this agreement at his option.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Vendor unless and until the Vendor has given to the Purchaser fifteen day's prior notice in writing (the notice being sent by Registered Post Acknowledgement Due or Under Certificate of Posting or being personally delivered to the Purchaser) of his intention to terminate this Agreement and intimating of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminates the agreement and defaults made by the Purchaser and calling upon the Purchaser to remedy such breach or breaches within the specified period after giving of such notice.

Provided further that, upon termination of this agreement as aforesaid, the Vendor shall refund to the Purchaser the installments of sale price of the said Flat which may till then have been paid by the Purchaser to the Vendor without interest after deducting the expenses incurred. After termination of this Agreement the Vendor shall be at liberty to dispose of and sell the said flat to such person and at such price as the Vendor may in his absolute discretion thinks fit. Upon termination of this Agreement, the Purchaser shall handover the document received by **them** to the Vendor and further agrees to register the cancellation deed. The refund of the amount by the Vendor and returning of the documents by the Purchaser shall be simultaneous.

[09] The Vendor shall give possession of the said flat to the purchaser on or before December, 2018.

Provided that the Vendor shall be entitled to reasonable extension of the time for giving the delivery of said flat later than the aforesaid date, if the completion of the building is delayed on account of:

a) Non availability of steel, cement, other building materials, water and/or electric supply; or.

b) War, civil commotion or act of God ; or

c) Any notice, order, rule, notification of the Government and/or other public or competent authority, or

d) Any act beyond the control of the Vendor.

If the construction cannot be completed within the said period on account of acts hereinbefore referred, then the Purchaser may, if the Purchaser wants to cancel and terminate

this agreement and **do** not want to wait further till completion of the building, the Purchaser may call upon the Vendor to refund the consideration and amount paid under this agreement and the Vendor or deducting the expenses, if any, refund the sum on payment of simple interest @ 9% p.a. On such refund the Vendor is entitled to deal with and dispose of the said flat as deems fit.

[10] The Purchaser shall receive actual possession of the said flat only on payment of all the sums to be paid under this Agreement are paid to the Vendor. If the sums to be paid by the Purchaser remain unpaid on demand, the Vendor shall terminate and cancel this Agreement.

It is further agreed that if there is dispute about how the delivery of possession should be given, then the Purchaser is entitled to ask for the refund of money (after deducting the expenses of Vendor) without interest.

[11] It is further agreed by the Vendor that :-

a) if within five years from the date of the possession there is any structural defect brought to the notice of the Vendor by the purchaser, necessary repairs shall be carried out by the Vendor;

b) it is further made clear that the Vendor is not responsible for reasonable wear and tear of the flat;

c) it is further agreed that as regards standard of material, opinion of the appointed Architect shall always prevail.

[12] The purchaser shall use the said flat or permit the same to be used for residential purpose, without creating nuisance of any kind.

[13] The Purchaser agrees and undertakes to sign and execute from time to time the applications, affidavits for registration and/or membership and other papers and the documents necessary for formation and registration of the Society or Association of Apartment Owners (A.O.A.O.) The Vendor of the project state that no objection shall be taken by the Purchaser, if any changes of modifications are made in by-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser also gives **their** consent for the provision of rules and bye-laws being included for the protection of rights of the Vendor for unsold premises. The purchaser agrees to pay **their** share proportion expenses for formation and registration of Society/ A.O.A.O. and the documents to be prepared there under.

[14] It is agreed by and between the Purchaser and the Vendor that even though the Society or A.O.A.O. is formed earlier, still the conveyance of the said property shall be executed and registered after the whole of the constructed areas are sold and whole of the F.S.I. of the property is consumed by the Vendor. The purchaser, if wants to get the conveyance of the said flat, the Purchaser will get individual sale deed executed for the said flat at **their** own costs.

[15] Commencing a week after notice in writing is given by the Vendor to the Purchaser that the said flat is ready for use and occupation, the Purchaser shall be liable to bear and pay outgoings in respect of the said flat namely local taxes or such other levies by the concerned Local Authority and/ or Government, water charges, electricity charges.

[16] The Purchaser **themself** with an intention to bring all persons into whatsoever hands the said flat, may come doth hereby covenant with the Vendor as follows:

a) To maintain the said flat at **their** own costs in good tenantable repair and condition from the date of possession of the said flat is taken and shall not do or suffered to be done anything in or to the building in which the said flat is situated, and shall not in any manner cause damage to the premises or part thereof or the parts of the flat.

b) To carry at **their** own costs all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffered to be done anything in or to the building in which the said flat is situated and carry out all instructions as may be given by the concerned Local Authority under the rules and regulations and bye-laws thereof. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall alone be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority;

c) Not to demolish or cause to be demolished the said flat or any part thereof and shall keep the portion, sewers, drains, pipes in the said flat and appurtenances thereto in good, tenantable repair and condition.

d) Not to store any goods which are of hazardous, combustible or dangerous nature or storing if which goods is objected to by the concerned Local Authority or other Authority and shall nor carry on or caused to be carried any kind of other business or professional activity which will affect the peace and tranquility of the occupiers of neibouring flats;

e) Not to allow to be thrown the dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion.

f) To bear and pay the 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 and pay the said amounts punctually;

g) The Purchaser shall not let, sub-let, transfer, assign or part with the **their** interest or benefit factor of this agreement or part with the possession of the said flat until all the dues payable by the said Purchaser to the Vendor under this Agreement are fully paid up.

[17] Nothing contained in this Agreement is intended to be nor shall it be construed as grant, demise or assignment in law of the said flat or of the said property or any part thereof. It is at discretion of the Vendor to allot the adjoining marginal open space areas, exclusively to the owners of the concerned residential units. The Purchaser shall not objection therefore.

[18] Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Plot or of the said Plot and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces, etc. will remain the property of the Vendor to allot the lawn areas, parking areas, garages exclusively to the owners of the concerned apartment. The Purchaser shall not raise any objection therefore.

[19] The Vendor shall have right and paramount lien and charge on the said flat in respect of any amount not paid by the Purchaser under the terms and conditions of this Agreement.

[20] If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendor any part of the amount due and payable to the Vendor by the Purchaser under the terms and conditions of the this Agreement (Whether before or after the delivery of possession) within the time limit specified of if the Purchaser shall in any other way fails to prefer of observe any of the covenants and stipulations herein contained or referred to, the Vendor shall be entitled to re-enter upon and resume the possession of the said flat and everything whatsoever therein and this agreement shall cease and stand terminated subject to the clause mentioned above. The Purchaser herein agree that on the Vendor's re-entry on the said flat as aforesaid, all the rights, title and interest of the Purchaser in the said flat and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejectment as trespasser.

[21] If the Purchaser is desirous to obtain loan from any corporation or financial instruction than it will be the liability of the Purchaser to make the same available and also to bear all the

expenses for the additional copies of plans, agreements, certificates and property described in the Schedule 'II' to be purchased by the Purchaser shall only be encumbered with the liability of the loan.

[22] The Purchaser hereby convenient with the Vendor to observe and perform the covenants, conditions contained in this Agreement and to keep the Vendor indemnified against the said payment and observance and performance of the said convents and conditions except so far as the same ought to be observed by the Vendor.

[23] Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser by the Vendor shall not construct as a waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice to the rights of the Vendor to terminate this Agreement.

[24] The Purchaser shall present this Agreement as well as the Conveyance at the proper registration flat for the registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admits execution thereof.

[25] All the notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D/Under Certificate of Posting at his address within in the title cause. Any change of the Purchaser's address should be made known to the Vendor by the Purchaser.

[26] Terrace on the top of the building & balance F.S.I. along with any additional F.S.I. & T.D.R. made available to the entire said property of the Vendor and he and his family members shall have the exclusive right to construct this additional F.S.I. and to sell and dispose-off same to any person, firm, instruction on such terms, condition, as deemed fit by the Vendor. The person or company to whom the terrace is allotted shall be accepted as a member of the Association. The Purchaser shall not raise any objection therefore.

[27] The Purchaser further agrees that if the construction could not be completed within the specified time on the account of the acts beyond the control of the Vendor then the Purchaser hereby agrees and undertakes to pay the following amounts

a) The difference as on account escalated price of building material & labour charges & decision thereof will be given by the Architect of the Vendor.
b) The Additional Taxes or New Taxes imposed by the Central Government, State Government or any Authority on this transaction.
c) The additional expenses, if any required to be incurred by the vendor for installing additional machinery, equipment's of any nature & type.

[28] If any additional amenities are required by the Purchaser in the said flat then the Purchaser will have to pay in advance the cost of such additional amenities as per the cost estimates prepared by the Architect of the Project & his decision shall be final and binding.

[29] The parties hereto admit that this agreement is not between employer and employee. This Agreement is in respect complete promises, though the price is to be received by installments. The Purchaser admits that the Vendor is not a contractor appointed by the Purchaser. The specifications are prepared by the Vendor and accepted by the Purchaser. The Purchaser admits that the Vendor has already commenced the work of construction as per the specification.

[30] This agreement always subject to provisions of the Maharashtra Ownership Flat Act 1963 or the provisions of the Maharashtra Apartment Ownership Act 1970 or the Maharashtra Co- operative Society Act 1960 & rules made there under.

SCHEDULE – I OF THE SAID PROPERTY

PEFERRED TO ABOVE

ALL THAT piece and parcel of Non-Agricultural land property bearing **Plot No.C-06 + C-07** total admeasuring **502.00** Sq. **Mtrs.**, from and out of **Survey No.49/3A+49/3B,** lying, being and situated at Village : **Anandwalli, Nashik,** Taluka & District : Nashik, within the limits of Sub-Registration, Nashik, District : Nashik, and respectively bounded as under :

		Plot No.C-06	**Plot No.C-07**
On or towards			
East	:	Plot No.C-02	Plot No.C-03
West	:	6.00 Mtr. Road	6.00 Mtr. Road
South	:	Plot No.C-08	Plot No.C-08
North	:	Plot No.C-05	Plot No.C-05

SCHEDULE-II OF THE SAID PREMISES

REFERRED TO ABOVE

The premises of flat bearing No.---[----] having carpet area ---sq.ft. Equivalent to ----sq.mtr. consisting of the hall, kitchen, one bedroom [with attached toilet], one bedroom, w.c., bathroom, washing space, terrace & balcony situated at---floor in **"RAGHUNANDAN APARTMENTS"** Apartment, Building, which is constructing on plot described in Schedule I above. The said flat is bounded as under:

On or towards East : By ----------

On or towards West : By ----------

On or towards South : By ----------

On or towards North : By ----------

ANNEXTURE

SPECIFICATION & AMENITIES

SCHEDULE-III OF AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

1.	Structure	:	R.C.C. framed structure.
2.	Brick Work	:	External Wall : 6" thick wall Internal Wall : 4" thick wall
3.	Plaster	:	External : Double plaster Internal : Neeru finished plaster
4.	Plumbing	:	Concealed plumbing fitting
5.	Electrification	:	Concealed electrification with telephone & cable point with modular switches.
6.	Flooring	:	32x32 Vitrified Ceramic tiles
7.	Kitchen Otta	:	Granite Kitchen platform with S. S. Sink and lintel height Glazed tiled dado.
8.	Toilets	:	Antiskid flooring for toilets with 7 ft height Glazed tiled dado.

9.	Doors	:	All door both side laminated.
10.	Windows	:	3 track powder coated aluminum sliding windows with mosquito net and M. S. Grills.
11.	Colour	:	Attractive semi Acrylic paint, internal durable Emulsion paint.
12.	Parking	:	Common parking with pavers/checked tiles.
13.	Lift	:	Lift with battery back-up facility

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY THE]
WITHINNAMED **" VENDOR "**]
M/s. SHRINATHJI DEVELOPERS,]
THROUGH ITS PARTNER]
MR.] _____
] [**VENDOR**
] **OWNER**]

SIGNED, SEALED & DELIVERED BY THE]
WITHINNAMED **"PURCHASER"**]
]
1. **MR.**] _____
] [**PURCHASERS**]

In the presence of Witnesses:

1. _____ 2. _____