AND WHEREAS the purchasers 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 and on independently verifying the same the purchasers has now agreed to the same as conditions mentioned in these contracts and that the purchasers 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 in** the said building _____ _____ **APARTMENT.**

AND WHEREAS the **carpet area of the said Apartment is ____ Sq. Mtrs. and ownership in the Balconies + utility + cov. area of _____ Sq. mtrs. and Terrace Area admeasuring _____ Sq. Mtrs. and Parking Area _____ 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 _____ Bank, Nashik 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 tilte 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

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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 shall initially construct the said building/s **consisting of ground for commercial use and Stilt for Parking/ First/ Second/ Third / Fourth and _____ 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. ____** on _____ Floor **admeasuring _____ Sq. Mtrs. and ownership in Balconies + utility + cov. area of _____ Sq. mtrs. Terrace area admeasuring _____ Sq. Mtrs. and parking area _____ Sq. Mtrs.** 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 promoter hereby agrees to allot and the allottee agrees to the said allotment of the parking space No. ____ as approved by the Nashik Municipal Corporation in the approved 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, Nashik 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 locate

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[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, fitting of window grills, M.S. French Door, etc. 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 plumbing work, tiles of toilet, kitchen platform and flooring 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 like fitting of door shutters, sliding windows, colouring, POP work, light fitting, fitting of pump set, flooring of parking and garden work, work of elevator and battery backup 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 Value Added Tax, Service Tax, 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 allotte in fittings, fixtures

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