Zone – Pathardi- 19.7 Govt. Rate per Sq. Mtr. Rs.27,100/-
Govt. Valuation Rs. _____/- Consideration Rs. _____/-
Stamp Rs. _____/- Registration Fee Rs. _____/-

Agreement For Sale

THIS AGREEMENT FOR SALE is made & executed on this __th day of **August** in the Christian year **Two Thousand Seventeen,** at NASHIK.

BETWEEN

M/s.S.R.Buildwell (PAN No.ABVFS8393J) through their Partner 1) MR. RAVINDRA SUDAM PATIL Age 53 years, Occupation- Business , **2) MR. SAMEER VASANT PATIL** Age 35 years, Occupation- Business Resi- at 1, SHREE,Shreeji park D'souza colony,College Road, Nashik-5, hereinafter referred to as "**THE OWNER / VENDOR**" for themselves and partner of the firm (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors and administrators & successors/assigns thereof) of the **ONE PART**;

AND

Mr.----------, Age–--- Yrs, Occupation- Service, (PAN NO.----------) AND **Mrs.---------- ,** Age- ----- Yrs, Occupation- House wife, (PAN NO. ----------) R/o----------. Hereinafter referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall include his/ her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

WHEREAS

A] M/s.S.R.Buildwell purchased **Plot No.46** area admeasuring 371.25 Sq.Mtr.,**Plot No.51** area admeasuring 220.00 Sq.Mtr.,**Plot No.52** area admeasuring 208.00 Sq.Mtr. out of **S. No. 288/2+3/4A+ 288/3B** From Mr.Prashant Arun Sanghai by registered Sale deed dt.29-04-2011.The said sale deed is registered before Sub-Registrar,Nasik-5 at Sr.No.03765.The name of purchaser is mutated on 7/12 extract of the property by mutation entry No.17988.

On 23-01-2012 M/s.S.R.Buildwell purchased TDR area admeasuring 320.00 Sq. Mtr. from Gut No.337/3 situated at village Adgaon from Mrs.Pooja Vinod Manwani by registered sale deed. Said sale deed is registered before Sub-Registrar,Nashik-3 at Sr.No.00891.

The layout of **S. No. 288/2+3/4A+ 288/3B** has been sanctioned by Assistant Director,Town Planning, Nashik Municipal Corporation, Nashik vide their Letter No. Nagar Rachana/ Final/ 94, dt.17-09-2004.And N.A.order has been given by Collector,Nashik vide their letter No. Maha/Kaksha-3/ N.A.L. No. /194/2000 dt.08-03-2002.

As per above mentioned sale deed dated 29-04-2011, Owner of the plots **M/s.S.R.Buildwell** decided to develop the said property and to construct building named as “PANDAV CASITA” on **Plot No.46** ,**Plot No.51** ,**Plot No.52** out of **S. No. 288/2+3/4A+ 288/ 3B** by using TDR area .The said building plan is sanctioned by Nashik Municipal Corporation, Nashik vide their letter No. LND/ BP/ B5 /426/4298/13 NMC,dt.30-12-2013.

B] The following things regarding the title to the said Property-

(i) Any covenants affecting the said property.(As mentioned in the Development Agreement / Sale Deed) – Not Applicable
(ii) Any impediments attached to the said property(As mentioned in the Development Agreement / Sale Deed) – Not Applicable
(iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property - Not Applicable
(iv) Details of illegal encroachment on the said property- Not Applicable
(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. – Not Applicable

C] Being owner and developer the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

D] The Owner / Promoter is in possession of the project land. And have all rights to develop the project land.

E] **Nature and Particulars of the entire scheme are as under –**

a] The layout of **S. No. 288/2+3/4A+ 288/3B** has been sanctioned by Assistant Director,Town Planning, Nashik Municipal Corporation, Nashik vide their Letter No. Nagar Rachana/ Final/ 94, dt.17-09-2004.

b] The permission for non agricultural use of the following land has been obtained from the Collector N.A.order has been given by Collector,Nashik vide their letter No. Maha/Kaksha-3/ N.A.L. No. /194/2000 dt.08-03-2002.

c] On 23-01-2012 M/s.S.R.Buildwell purchased TDR area admeasuring 320.00 Sq. Mtr. from Gut No.337/3 situated at village Adgaon from Mrs.Pooja Vinod Manwani by registered sale deed. Said sale deed is registered before Sub-Registrar,Nashik-3 at Sr.No.00891.

d] AND WHEREAS the Promoter has proposed to construct 36 flats on the project land .

e] This agreement pertains to pandav casita Apartment. which consists of partly Parking and partly flats on ground floor plus Four floors. Copy of the said plan is annexed herewith as ANNEXURE- C. All the terms mentioned below pertain to said building only. Association of Apartment Owners of the unit holders in the said building will be formed as per provisions of Maharashtra Apartment Ownership Act, 1970 and the said Building will be conveyed to the said association or to the unit purchasers as the case may be.

f] The Promoter has started the construction work of the said building and the same is presently in progress.

g] It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilized as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

F] The Promoter has entered into a standard Agreement with Consulting Engineer.

G] 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.

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

I] On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Consulting Engineer **Ravindra Patil and Associates,Nashik** as **Project Architects** and **Rajendra B.Chopada (Strucon Designer)** as Structural Consultant 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 ;

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

K] 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'.

L] The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-'D'

M] The Promoter 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 will obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

O] The Promoter has accordingly commences construction of the said building in accordance with the said sanctioned plans. And it is sanctioned by Nashik Municipal Corporation, Nashik vide Commencement Certificate No. LND/ BP/ B5 /426/4298/13 NMC,dt.30-12-2013.Promoter specifically declare that the subject property is from PANDAV CASITA APARTMENT constructed on **Plot No.46** ,**Plot No.51**, **Plot No.52** out of **S. No. 288/2+3/4A+ 288/3B** lying and situated at village Pathardi, Taluka and District Nashik.

P] The Allottee has applied to the Promoter for allotment of an Apartment/Flat No._____ **on** _____ **floor** (hereinafter referred to as the said "Apartment") situated in the Building PANDAV CASITA APARTMENT (hereinafter referred to as the said "Building / Wing").

Q] The carpet area of the said Apartment/Flat is _____ Sq.mtrs and "carpet area" (As defined in RERA) means the net usable floor area of the 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.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is _____ Sq. mtrs. and total carpet area of the Apartment including the said balconies is _____ Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

R] 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.

S] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/- (Rs._____ _____ Only), 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 both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

U] 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.

V] 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 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';

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. The Promoter shall construct the said building consisting of partly Parking and partly flats on Ground floor + Upper Four floors in the **Pandav Casita Apartment** in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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 addition required by the Government 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. _____ of carpet area admeasuring _____ Sq.mtrs. on _____ floor in the building / wing No____ (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure-C-1 for the consideration of Rs._____/-(In Words Rupees _____ Only) including 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 Second Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

The Promoter has utilized FSI / paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is _____ Sq. mtrs. and total carpet area of the Apartment including the said balconies is _____ Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

(ii) All the Allottees from the said Apartment (who have till this day booked the Aparments/units in the said scheme) have

among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration.

1(b) The Total agreegate consideration amount for the apartment is thus **Rs. _____/- (In Words Rupees _____ Only)**

1(c) The Purchaser has agreed to pay to the promoter the consideration of **Rs. _____/- (In Words Rupees _____ Only)** in respect of the said flat in following manner :-

(i)	10% of the total consideration amount at the time of booking.
(ii)	20% of the total consideration amount after execution of the Agreement, start of escavation work.
(iii)	15% of the total consideration amount at the time of completion of the plinth of the wing.
(iv)	7% of the total consideration amount at the time of completion of casting of 4th slab.
(v)	8% of the total consideration amount at the time of completion of casting of 8th slab.
(vi)	10% of the total consideration amount at the time of completion of the slabs of the wing.
(vii)	2% of the total consideration amount at the time of completion of brick work & internal plaster.
(viii)	5% of the total consideration amount at the time of completion of external plaster & external plumbing, elevation, terraces with water proofing of the wing / building.
(ix)	6% of the total consideration amount at the time of completion of staircases, lifts wells, lobbies up to the floor level of the said apartment, flooring, doors & windows.
(x)	12% of the total consideration amount at the time of completion of lifts, water pumps, electric fitting, EC requirements, paving of areas, sanitary fittings.
(xi)	5% of the total consideration amount at the time of hand over the possession of the flat on or after receipt of completion certificate.
100%	**Total amount of Rs. _____/- (In Words Rupees _____ Only)**

The following amounts are received on and before the date of this agreement and balance amounts of payment shall be payable by purchaser as per the above payment schedule.

_____/-	In Words Rupees _____ Only paid by Cheque No. _____ Dated __/__/_____ drawn on _____, _____ Branch.
_____/-	In Words Rupees _____ Only paid by NEFT Transfer UTR No. _____ Dated ___/___/_____. Paid as earnest money on execution of this agreement.
Total Rs.	**_____/- (In Words Rupees _____ _____ Only)**

The vendor has acknowledged the receipt of the same subject to clearance of all cheques.

(1d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST / Value Added Tax, Service Tax 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.

(1f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

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

2(1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

2(2) Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment 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 as provided in clause 1(c) herein above ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4(1) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Alloottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee 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 to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing

default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee 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 Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (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 to the Promoter.

5. The fixture 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 in the said building and the Apartment as are set out in Annexure-'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control, by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest as mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement.

Provided that the Promoter 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 Apartment 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, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities

(iii) non-availability of steel, cement, other building materials, water or electric supply;
(iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
(v) Delay in grant of any sanction of plan, NOC/ permission/ licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
(vi) Delay or default in payment of dues by the allottee under these presents.
(vii) Pendency of any litigation.
(viii) Any act beyond the control of the Promoter.
(ix) Non availability of adequate labour for any reason.
(x) Force-Majeure

7(1) **Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

7(2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/s is/are ready for use and occupancy.

7(3) **Failure of Allottee to take Possession of Apartment :** Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7(4) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the

Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

8(a) Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof, along with building/s constructed or to be constructed thereon along with all the facilities, amenities, marginal spaces etc. shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction work and utilisation of entire FSI and TDR, permissible to be utilised in the said building as per Development Control Rules (whether previously got sanctioned or not) and after receiving completions certificate from Nashik Municipal Corporation, Nashik (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/ allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their apartments to the provisions of the said Act.

9. **MAINTAINENCE :-**

a) The flat Purchaser shall be liable to bear and pay from the date of the completion certificate of said flat, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said flat and building/s namely maintenance charges or such other levies levied by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said building/s and its common areas.

b) It is agreed between the promoters and the purchaser that the monthly maintenance charges in the respect of the said

premises shall be paid by the purchaser to the promoter and / or Apartment Owners Association punctually. The purchaser hereby specifically agree and admit to pay such monthly maintenance charges @ 8% rise in the then prevailing monthly maintenance charges for each and every financial year.

i) It is hereby agreed between the promoter and the purchaser that if the purchaser fail to pay the maintenance amount or any other amount to which he is liable to pay then in that case he shall be liable and responsible to clear the dues with interest @ 24 % p. a. and fine as may be decided from time to time. It is also made clear that charge of all such overdue amounts with interest and fine shall be deemed to have been created on the said premises automatically. The promoter / apex body shall have sole right of termination of this agreement or recovery with penal interest of the balance maintenance amount from purchaser.

10. The allottee agrees that the total amount / consideration of flat / unit includes the following :-

(i) Amount for share money, application entrance fee of the Association

(ii) Amount for formation and registration of the Association.

(iii) Amount for proportionate share of taxes and other charges / levies in respect of the Association

(iv) Amount for deposit towards Water, Electric, drainage and other utility and services connection charges and

(v) Amount for deposits of electrical receiving and Sub Station / Transformer provided in Layout

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee 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 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 hereby represents and warrants to the Allottee as follows :

i. The Promoter 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 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 has been and shall, at all 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 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 created herein, may prejudicially be affected;

vii. The Promoter 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 which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. After receiving occupation certificate or completion certificate from Nashik Municipal Corporation, promoter shall execute conveyance deed of the structure / apartment to the Association of allottees within three months. And at the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall

handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 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 as follows :-

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 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

ii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee 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 committing any act in contravention of the above provision, the Allottee 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 damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association.

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 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, NA 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 for any purposes other than for purpose for which it is sold.

ix) The Allottee shall not let, sub-let, give on leave and license basis, 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 to the Promoter under this Agreement are fully paid up.

x) The Allottee shall observe and perform all the rules and regulations which the Association 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 shall also observe and perform all the stipulations and conditions laid down by the Association 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 Association, the Allottee shall permit the Promoter 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 shall permit the Promoter 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 shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the maintenance deposit and yearly maintenance. And promoter shall handover said account to the Association of Apartment.

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 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 until the said structure of the building is transferred to the Association.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-**

After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. **BINDING EFFECT :-**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 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 this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee 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 shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / 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 subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 has to make any payment in common with other Allottee(s) from the building, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said building.

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 through its authorized signatory at the Promoter's Office after the Agreement is duly executed by the Allottee and the Promoter 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 Nashik.

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

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

Name of Allottee

_____

Alottee's Address

_____

Notified Email ID : _____

Promoter Name

M/s.S.R.Buildwell (PAN No.ABVFS8393J) through their Partner 1) MR. RAVINDRA SUDAM PATIL Age- 52 years, Occupation- Business , **2) MR. SAMEER VASANT PATIL** Age- 34 years, Occupation- Business, Address- 1,

SHREE, Shreeji park D'souza colony, College Road, Nashik-5. Ph- 0253-2311648
Notified Email ID : srbuild@rediffmail.com

It shall be the duty of the Allottee and the Promoter 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 communications and letters posted at the above address shall be deemed to have received by the Promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEE**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the 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 the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

33. **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.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land situated at Village **Pathardi** within the limit of Nashik Municipal Corporation bearing **Plot No.46** ,**Plot No.51** ,**Plot No. 52** out of **S. No. 288/2+3/4A+ 288/3B** bounded as par sanctioned Layout.

SECOND SHEDULE

Description of the said Apartment agreed to be sale by this Agreement.

Apartment No. _____ admeasuring carpet area about _____ **Sq. Mtrs.**, Carpet Area of Sit out / Balcony / utility / covered area ____ Sq. Mtr. which is shown on the building plan which is annexure herewith situated on _____ **Floor** in **Building** __- known as **"PANDAV CASITA APARTMENT "** together with the absolute and exclusive right to use, utilise and enjoy the said premise is bounded as per approved building plan .

THIRD SCHEDULE

AMENITIES PROVIDED IN THE FLAT

[1] Building will be of RCC framed structure.

[2] External brickwork 6" thick and internal 4" thick.

[3] Spartek tiles flooring and 3" height skirting for all rooms, balconies and passages.

[4] Standard quality of glazed tiles in Bathrooms upto 7 feet height and upto 4 feet in WC.

[5] Main door frame shall be of Malesian Teak wood & all other door frames of concrete.

[6] Main door shutter shall be one side laminated and painted from other side and all other water proof flush door painted from both sides.

[7] Powder coated Aluminum windows glazed with glass and fixed mosquito net and guarded by MS grill.

[8] Raised cooking platform of Marbal top with built in steel sinks and dado upto 7 feet height.

[9] Concealed plumbing work.

[10] Electrification with 2.5 point in each room with one TV cable and telephone point in living room in casing caping.

[11] Water supply will be from overhead water tank only.

[12] External plaster is sand face plaster & Internally Neru finish.

[13] External plaster painted with water proof cement paint and internally painted with colour wash.

FOURTH SCHEDULE

Limited common area and facilities among "PANDAV CASITA APARTMENT "

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats is specifically mentioned in purchasers agreement.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
4. Other exclusive and limited common area and facilities as mentioned in the agreement.
5. All areas which are not covered under aforesaid head common, areas and facilities are restricted areas and facilities.
6. Land around building and open areas.

FIFTH SCHEDULE

COMMON AREA AND FACILITIES to be managed by apex body –

1. Marginal Spaces under the present and revised layout and club house.
2. Internal pathways.
3. Transformer, common STP, underground water tank.
4. The above common area and facilities shall be developed, constructed and made operational progressively as per the progress of various phases.
5. Common ground water storage tank.
6. Compound walls, fencing and gates.
7. Common drainage, water and electrical lines with water and electrical meters.

SIXTH SCHEDULE

COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING.

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.
2. For the maintenance of the overhead tanks and electric pump. Common electrical expenses for the passage light in the landing, staircase and marginal space as well as bore-well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A. Taxes.

4. For the payment of the watchmen, and the swipper and also for the regular maintenance of the cleanliness of the building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY THE MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED & DELIVERED
BY WITHIN NAMES
OWNER /VENDOR
M/s.S.R.Buildwell through their Partner
1)MR.RAVINDRA SUDAM PATIL _____

2)MR.SAMEER VASANT PATIL _____

SIGNED, SEALED & DELIVERED
BY WITHIN NAMED PURCHASER
MR.---------- **_____**

MRS.---------- **_____**

PURCHASER

WITNESSES:- 1._____ 2._____