Zone No. 12.5

Govt. Rate Rs. 24,900/- per sq.mtrs.

Govt. Valuation Rs.

Consideration Rs.

Stamp Rs.

Reg. Fee Rs.

## AGREEMENT FOR SALE

This Agreement for sale is made and executed at Nashik on this day of August 2017

***BETWEEN.***

Ahirrao Buildcon Pvt. Ltd. Company Pan : AAJCA-8198 F.

Through its Director

1. Mr. Amol Shashikant Ahirrao

Age : 38 Yrs. Occ. Builder & Developer.

2. Mrs. Sonali Amol Ahirrao

Age : 34 Yrs. Occ. Business.

Add. Flat No. 4, Yatin Apartment, N. D. Patel

Road, Nashik.

Hereinafter referred to as the **VENDOR.**

(Which expression unless it be repugnant to its context and/or meaning thereof shall always mean and include the said company, its all directors, their heirs, legal representatives, executors, administrators and assignees etc.) of the **FIRST PART.**

**AND**

Mr. / Mrs.

Age : Yrs. Occ

Pan :

Residing at

Nashik.

Hereinafter referred to as the **PURCHASER.**

( Which expression unless it be repugnant to its context and/or meaning thereof shall always mean and include his/her respective heirs, legal representatives, executors, administrators and assigns) of **OTHER PART.**

**WHEREAS** the property bearing Plot No 1 adm. 277.50 sq. mtrs. and Plot No. 2 adm. 272.81 sq.mtrs. totally adm. 550.31 sq.mtrs. from and out of S. No. 96/3 situated at Village Gangapur, Nashik, Taluka & District Nashik, within the limits of Nashik Muncipal

Corporation Nashik, (more particularly described in Schedule I herein after referred) is owned and possessed by Mr. Ramesh Hari shevgekar and Mrs. Vidya Ramesh Shevgekar, they have purchased the said plots from Mrs. Lalita Baburao Patalpure as per different sale deeds dated : 22/1/2007 registered in the office of SRO Nashik at Sr. No. 009691 and 00690/2007, accordingly their names are entered into record of rights.

They have executed Development Agreement and General Power of Attorney with respect to said plots in favour of Vendor / Builder on 18/7/2013, registered in the office of SRO Nashik at Sr. Nos. 8241 and 8242/2013.

AND WHEREAS as such the vendor has acquired absolute rights to develop the said plots by constructing buildings thereon as per approved plans and to enter into agreements of sale , sale deed, deed of apartment for sale of constructed and other areas.

AND WHEREAS the title of the Vendor / Builder / Owner to the said plot is clear and marketable and certificate for the same is issued by Advocate of the Vendor / Builder.

AND WHEREAS the said plots are converted into Non Agriculture user for residential purpose as per order of Collector Nashik.

AND WHEREAS the plans for the construction of building consisting of residential and commercial units is approved by Executive Engineer (Town Planning) Nashik Muncipal Corporation by its Sanction of Building Permit & Commencement Certificate No. LND / BP / Satpur / B 1 / 315 / 3642 dt. 21/11/2013.

AND WHEREAS the vendor has commenced an exclusive construction of residential building on the said plots and the same is in progress. The proposed construction as epr the aforesaid approved building plan shall comprise of ---------- Floors and the project is named as " Swanandi Bloosom " These units shall have independent approach with design and specifications as per approved building plan and provided with all the required facilities and civic amenities thereof. 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 " Swanandi Bloosom" is registered under RERA Act 2016 vide Reg. No.----------.

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 WHEREAS 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 purchaser with an intention to purchase **Flat No. --------- (----------)** in building demanded inspection of the documents hereinabove including the sale deed, approved plans,

permissions etc. and the purchaser is satisfied about the title of the vendor to the said plots, and rights of the vendor to develop the said plots and to sell the constructed and other areas and the purchaser admits to have received the copies of the following documents viz 1. 7/12 extracts and mutation entries 2. Commencement Certificate and approved Plans, 3. Sale deed dated : 22/1/2007, 4. Title certificate, 5. Plan of premises mentioned in schedule II hereunder written and as the purchaser admits to have received the copies thereof.

AND WHEREAS the vendor undertakes to comply with terms and conditions of sanction orders and get the renewal thereof as and when required.

AND WHEREAS the vendor also undertakes to comply with the terms and conditions of the Development Agreement between the vendor and the owners and the Vendor shall not commit any breach of the terms and conditions of the said agreement so as to affect the interest of the purchaser herein and also 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 / premises" for the sake of brevity and the purchaser has approved the specifications for the construction as proposed by the Vendor.

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

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

1) The Vendor is constructing the building on the said plots 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 concerned Competent authority, or the Government to be made and the purchaser has given his irrevocable consent to such variations and modifications if they are not affecting his premises substantially and it shall be treated and considered as consent by the purchaser in writing.

2) The said price of the said premises 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 deductions shall be made for structural members of the building like columns, beams, shafts, skirtings, 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 have no complaint about the same.

03) The purchaser has agreed to purchase the said premises and the vendor has agreed to sell the said flat at lump sum price of **Rs. ---------- /- (Rs. ---------- only) having carpet area ---------- sq. mtrs., Equivalent to ---------- sq. fts.**, 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 fee, engrossing of agreement and the 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, 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.

4) The purchaser will pay balance amount of Rs. ---------- in the following manner ::

| Amount. | Particulars |
| --- | --- |
| ---------- | Purchaser has paid Rs. only by Cheque No. Bank : Dated : (not exceeding 30 % of the 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 building |
| ---------- | 75 % of the total consideration will be paid after on completion of the walls, internal plaster, floorings, doors and windows of hte said Apartment |
| ---------- | 80 % of the total consideration will be paid after on completion of the Sanitary fittings , staircases, lift wells, lobbies upto the floor level of the said Apartment |
| ---------- | 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 |
| ---------- | 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 wring 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 agrees to pay the aforesaid balance amount on the due dates without default, payment of balance amount is condition precedent for continuance of the agreement and essence of agreement between parties.

5) The flat purchaser shall pay an amount of Rs. ----------/- (Rs.---------- only) to the vendor as non-refundable deposit towards building lift maintenance, the said amount will be deposited in the bank as maintenance amount, which will remain in the name of hte flat owners jointly or society or A.O.A. O. the interest amount will be utilised for the building maintenance, in addition to that any further amount required for building maintenance, the said amount shall be paid by the holder of flats.

6) The vendor 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 ----------

8) 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 plot is free from all encumbrances.

9) The purchaser agrees to pay to the vendor an interest @ 18 % 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 conditions 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.

10) On the purchaser committing default in payment of the amount on due dates on any amount becoming due and payable by the purchaser to the Vendor under this agreement (including his proportionate share of taxes levied by the concerned local authority and other outgoing) and upon the purchaser's 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 herein before contained shall not be exercised by the Vendor unless and until the Vendor shall have given to the purchaser fifteen days prior notice (the notice being sent by registered post acknowledgment due or being personally delivered to the purchaser) of his intention to terminate this agreement, and intimating the specific breach or breaches of terms and conditions in respect of which he intends to terminate the agreement and in case the purchaser default in remedying 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 the termination of this agreement, the vendor shall be at liberty to dispose off and sell the said premises to such person and at such price as the vendor may in his absolute discretion think 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 hte amount by the vendor and returning of the documents by the purchaser shall be simultaneous.

11) The vendor shall give possession of the said flat to the purchasedr on or before ----------.

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 or electric supply,
b. War, Civil Commotion or act of God.
c. Any notice, order, rule, notification of the Govt and/or other public or competent authority.
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 purchasedr 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 on 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.

12) The purchaser shall receive actual possession of the said flat only on payment of all 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 .

13) 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.

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

15) 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 or modifications are made in bye-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, proportionate expenses for formation and registration of society / A.O.A.O., and hte documents to be prepared thereunder.

16) 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 hte FSI 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.

17) Commencing a week after notice in writting is given by the vendor to the purchaser that the siad 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.

18) The purchaser himself / herself with intention to bring all persons into whose hands the said flat may come do hereby covenant with the Vendor as follows ::

a) To maintain the said flat at their own cost 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 his / her own cost all internal repairs to the flat and maintain the same in the same conditions, state and order in which it was delivered by the Vendor to the purchaser and shall not do or suffering to be done any thing in or to the building in which the said flat is situated and carry out all instructionsas 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 provision the purchaser shall be liable and responsible for consequences thereof to the concerned local authority and / or other Public Authority;

c) Not to demolish or cause to be demolished the said premises 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 hazardious, combustible or dangerous nature or storing of which goods is objected by the concerned Local Authority or other Authority and shall not carry on or caused to be carried any kind of other business or professional activity which will affect the peace and tranquality of the occupiers of neighbouring 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.

15....

f) To bear and pay the local taxes,water charges, insurance, N.A. tax and other such levies, if any, which are imposed by the concerned local authority and / or Governemnt and / or other Public Authority and pay the said amounts punctually.

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

19) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said plot or the said plot and building or any part thereof. The purchasers shall have no claims, save and except in respect of the said flat agreed to be sold to him 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.

21) The Vendor shall have a right and paramount lien and charge on the said premises in respect of any amount not paid by the purchaser under the terms and conditions of this agreement.

22) 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 this agreement (whether before or after the delivery of possession) within the time limit specified or if the purchaser shall in any other way

fails to prefer or 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 premises and everything whatsover therein and this agreement shall cease and stand terminated subject to the clauses mentioned above. The purchaser herein agrees that on the vendor's re-entry on the said premises as aforesaid, all the rights, title, and interest of the purchaser in the said premises and under this agreement shall cease and that the purchaser shall also be liable for immediate ejectment as trespasser.

23) If the purchaser is desirous to obtain loan from any Corporation or Financial Institution then it will be the liability of the purchaser to make the same available and also to bear all the expenses for 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.

24) The purchaser hereby covenant 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 covenants and conditions except so far as the same ought to be observed by the vendor.

25) Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser by the Vendor shall not be constructed as waiver on the part of the Vendor of any of any breach or non compliance of any of the terms and conditions of this agreement by the purchaser nor shall be made in any manner prejudice to the rights of the Vendor to terminate this agreement.

26) The purchaser shall present this agreement as well as the conveyance at the proper registration office, within the time limit prescribed by the registration Act and the Vendor will attend such office and admit execution thereof.

27) All 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 / her address written in the title clause. Any change of the purchaser's address should be made known to the vendor by the purchaser.

28) The terrace on top of the building & balance F.S.I. alongwith any additional F. S. I. & T. D. R. made available to the entire 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, institution on such terms, conditions 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 therefor.

29) The purchaser further agrees that if the construction could not be completed within the specifried time on 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 and labour charges and 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 b ythe vendor for installing additional machinery, equipment's of any nature and type.

30) If any additional amenities are required by the purchaser, 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 and his decision shall be final and binding.

31) The parties hereto admit this agreement is not between employer and employee. This agreement is in contract of complete premises, 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 specifications.

32) This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 or the provisions of Maharashtra Apartment Ownership Act, 1970 or the Maharashtra Co.operative Society Acft 1960 and rules made thereunder.

**THE FIRST SCHEDULE OF THE SAID PROPERTY : --**

All that piece and parcel of the property bearing Plot No. 1 adm. 277 50 sq. mtrs. and Plot No. 2 adm. 272.81 sq.mtrs. totally adm. 550.31 sq.mtrs. from and out of S. No. 96/3 situated at Village Gangapur, Nashik,

19....

Taluka & District Nashik, within the limits of Nashik Muncipal Corporation Nashik, and jointly bounded as under :

| | | |
|---|---|---|
| East | : | Open space |
| West | : | 6 mtrs. Colony road |
| South | : | Adj. S. No. 95 |
| North | : | 7.5 mtrs. Colony road |

**THE SECOND SCHEDULE OF THE PROPERTY REFERRED TO ABOVE.**

The premises of Flat, bearing **Flat No. ------- (-------) adm. ------- ----- sq. mtrs. Carpet on ---------- Floor,** in the building known as **Swanandi Bloosom Apartment** and bounded as follows :

| *On or towards* | *By* |
|---|---|
| East | : |
| West | : |
| South | : |
| North | : |

**ANNEXURE : AMENITIES**

1. The structure shall be RCC frame.
2. External brickwork will be of 6" thick and internal brick work will be of 4" thick, shall be sand faced cement plastered outside and internal walls shall Neru plastered.
3. Allotted parking finished with paver blocks or tiles.
4. Lift Available.
5. Casing and Caping electrification with moduler switches.
6. 
7. 
8. 
9. Marble Kitchen platform with SS Sink.