"SHREE"

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Nashik on this _____th day of_____ in the year **2017...**

BETWEEN

SWAMI BUILDCON
A Partnership Firm registered under the Partnership Act

PAN No. ACEFS9855R

Having its registered office at:

2nd Floor, Gajanan Complex,Saraswati Lane,
Dahipul,Nashik-422001

Through its authorised Partners

Mr.Vijay Bhagchand Kasliwal

Age – 63 years, Occu. –Business

Mr. Dilip Bhagchand Kasliwal

Age – 60 years, Occu. –Business

Mr. Ashok Bhagchand Kasliwal

Age – 65 years, Occu. –Business

Mr. Rajkumar Bhagchand Kasliwal

Age – 68 years, Occu. –Business

Mr. Chandrakant Nanakchand Agrawal

Age – 59 years, Occu. –Business

Mr. Ashok Nanakchand Agrawal

Age – 57 years, Occu. –Business

Mrs. Gitanjali Chandrakant Agrawal

Age – 54 years, Occu. –Business

Mrs. Latadevi Ashokkumar Agrawal

Age – 52 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./MRS _____

Age- _____ years, Occu._____

PAN NO. _____

R/o: _____

Hereinafter referred to as the **'PURCHASER'S'** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, legal representatives, executors, administrators & assigns etc.) of the **SECOND PART**; WHERAS the property mentioned in Schedule-1 herein below bearing **CTS NO 2047** adm.**961.54 sq.mtrs.** Assessed at Rs ____ situated at Village Nashik , Tal & Dist. Nashik within the limits of Nashik Municipal Corporation, Nashik are owned by the Vendor/ Builder. The Vendor has purchased said plot from **Shri. Sashikumar Ganesh Talekar, Sau. Pramilabai Ganesh Talekar & Sau. Hemlata Prabhakar Hardikar , Vide Sale Deed dt.31/03/1992, which is duly stamped and registered at the office of Sub-Registrar, Nashik -1 at Document serial No. 1530.** Accordingly the Vendor is mutated in the revenue record **vide Mutation Entry No. 41/93 duly certified on 02/08/1993.** The Vendor has absolute right to develop the said plots by constructing building thereon as per the approved plan and to enter into agreements of sale, sale deed, deed of apartment for the sale of constructed and other areas.

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 of the Vendor.

AND WHEREAS the plans for the construction of building consisting of residential & commercial units is approved by Executive Engineer [Town Planning], Nashik Municipal

Corporation by its Sanction of Building Permit & Commencement Certificate **No. LND/BP/A3/143/5149 Date-17/12/2016.**

AND WHEREAS the Vendor has commenced an exclusive construction of Commercial & Residential building on the said plot and the same is in progress. The proposed construction, as per the aforesaid approved building plan shall comprise of four floors and the project is named as **"SWAMI PRIDE"** 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 - II together with parking facility together with all rights of easement and common facilities appurtenant thereto.

AND WHEREAS the said project named as **"SWAMI PRIDE"** 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 building.

AND WEREAS the plan 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 Shop No/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 plot, rights of the Vendor to develop the said plot and to sell the constructed & other areas and the Purchasers admit to have received the copies of the following document viz.:(1) CTS Extract Copy (2) Commencement Certificate and the Approved Plan (3) Sale Deed dtd. 31/03/1992 (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 plan 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 Shop/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, CTS Extract, 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 Shop/Flat No. [_____]** ,more particularly described in the Schedule-II of this Agreement and hereinafter referred to as the "SAID SHOP/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 shop/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 shop/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 shop/flat and the Vendor has agreed to sell the said shop/flat at lump sum pries of **Rs._____/-(Rs. _____only) having carpet area _____ sq.mtrs. Equivalent to _____ sq.ft.** 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 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
	10% On Booking
	10% On Excavation
	10% On Plinth Completion
	10% On First Slab (Super Structure)
	10% On Second Slab (Super Structure)
	10% On Third Slab (Super Structure)
	10% On Fourth Slab (Super Structure)
	10% On Completion of Brick work & Plaster
	10% On Completion of Flooring & Plumbing
	05% On Completion of Elrectrification & Colouring
	05% At the time of Possession

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 shop/flat Purchaser shall pay an amount of Rs. 50,000/- (Rs. Fifty Thousand only) to the Vendor as non-refundable deposit towards building maintenance. The said amount will be deposited in the bank as maintenance amount, which will remain in the name of the flats owners jointly or Society or A.O.A.O. the interest amount will be utilized for the building maintenance. In addition to that any further amount required for building maintenance, the said amount shall be paid the holder of shops/flats.

[06] 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

[07] 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.

[08] 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 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.

[09] 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.

[10] The Vendor shall give possession of the said flat to the purchaser on or before **02 January 2022**-.

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 @ 6% p.a. On such refund the Vendor is entitled to deal with and dispose of the said flat as deems fit.

[11] The Purchaser shall receive actual possession of the said shop/flat only on payment of all the sums to be paid under this Agreement are paid to the Vender. 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.

[12] 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.

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

[14] 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.

[15] 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 shop/flat, the Purchaser will get individual sale deed executed for the said flat at their own costs.

[16] Commencing a week after notice in writing is given by the Vendor to the Purchaser that the said shop/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.

[17] The Purchaser them self with an intention to bring all persons into whatsoever hands the said shop/flat, may come doth hereby covenant with the Vendor as follows:

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

b) To carry at their own costs all internal repairs to the said shop/flat and maintain the said shop/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 shop/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 shop/flat or any part thereof and shall keep the portion, sewers, drains, pipes in the said shop/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 neighbor shop/flats;

e) Not to thrown dirt, rags, garbage or other refuse or permit the same to be thrown from the said shop/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 shop/flat until all the dues payable by the said Purchaser to the Vendor under this Agreement are fully paid up.

[18] Nothing contained in this Agreement is intended to be nor shall it be construed as grant, demise or assignment in law of the said shop/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 object therefore.

[19] 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 shop/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.

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

[21] 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 shop/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 shop/flat as aforesaid, all the rights, title and interest of the Purchaser in the said shop/flat and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejectment as trespasser.

[22] 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.

[23] The Purchaser hereby convenient with the Vender 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 Vender.

[24] 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.

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

[26] 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.

[27] 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.

[28] 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.

[29] If any additional amenities are required by the Purchaser in the said shop/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.

[30] 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.

[31] 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 land bearing CTS No 2047, admeasuring total area 961.54 sq.mtr., being at village Nashik , within the limits of Nashik Municipal Corporation, Nashik and Registration and Sub-Registration District of Nashik, Taluka Nashik

On or towards East : **By 4.5 Mtr Road. (Hundiwala Lane)**

On or towards West: **By 9 Mtr Road. (Saraswati Lane)**

On or towards South : **By 4.5 Mtr Road. (Rajrassta)**

On or towards North : **By CTS No 2049 (Property of Shri. Pardeshi)**

SCHEDULE-II OF THE SAID PREMISES

REFERRED TO ABOVE

The premises of shop/flat bearing No.[_____] having carpet area _____ sq.ft. Equivalent to _____ sq.mtr. consisting of the hall, kitchen, ____bedroom [with attached toilet], _____ bedroom, W.C., bathroom, washing space, terrace & balcony situated at _____ floor in "**SWAMI PRIDE**" Apartment, Building, which is constructing on plot described in Schedule I above. The said shop/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

- Best quality RCC construction combined with high quality brickwork for walls, external 6" & internal 4" thick brick work.
- Plaster smooth finish for smooth lifestyle inner side of building will be Gypsum plaster & outer side double coated cement sponge plaster with texture chicken mesh to avoid cracks.
- Lift with auto battery backup.
- Kitchen – Granite kitchen platform with sink. 4 feet glazed dado tiles.
- Bathrooms- Designer bathroom with 7 feet height glazed tiles great quality hot & cold mixture system with quality sanitary and bath fitting.
- Doors & windows –
  All doors are both side laminated flush door. Main door decorative type with brass fitting, magic eye, night latch & door bell. 3 track aluminum sliding window with mosquito net, granite frame & guard bars.
  Lighting & Electricity –
  Concealed multisatand wiring appropriate No.of points.
  Telephone & T.V. cable points in living & master bed.
  ISI mark modular switches.
- Plumbing – Concealed plumbing fittings.
  Overhead & underground water tank with plumbing arrangement for the building.
- Paints-Exteriors: Maintenance–free/water proofing paint. Interiors: Pleasant shades
  Waterproof treatment on terrace & toilet.
- Parking –
  Common spacious parking with chequered tiles flooring.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed his respective hands on this day, month and year hereinabove mentioned.

SIGNED & DELIVERED
BY THE WITHINNAMED VENDOR

SWAMI BUILDCON,

Through its authorized Partners

Mr.Vijay Bhagchand Kasliwal _____

Mr. Dilip Bhagchand Kasliwal _____

Mr. Ashok Bhagchand Kasliwal _____

Mr. Rajkumar Bhagchand Kasliwal _____

Mr. Chandrakant Nanakchand Agrawal _____

Mr. Ashok Nanakchand Agrawal _____

Mrs. Gitanjali Chandrakant Agrawal _____

Mrs. Latadevi Ashokkumar Agrawal _____

SIGNED, SEALED & DELIVERED
BY "THE PURCHASER'S"

Mr._____ Mr._____

WITNESSES:

1) _____ 2) _____