

Valuation Chart No.

Govt. Valuation Rate-	Flat Rs.	per Sq. Mtrs.
	Appurtent Terrace Rs.	per Sq. Mtrs.
	Stilted Parking Rs.	per Sq. Mtrs.
Govt. Valuation	Rs.	
Consideration Rs.	Rs.	
Stamp	Rs.	
Registration Fees	Rs.	

“SHREE”

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed on this th day of September in the Christian year Two Thousand Seventeen.

B E T W E E N

M/S. WAGH & COMPANY, Partnership Firm, registered office at 1, Shree Shubham Apartment, First Floor, Opp. Golf Club Rest House, Golf Club Road, Nashik, PAN No.AAAFW9517C, through its Partner- **SHRI. HEMANT KESHAVRAO WAGH**, Age-57, Occu. Contractor & Builders, R/o. Keshav-Rekha, Plot No. 12, Uday Nagar, Near Swami Samartha Kendra, Gangapur Road, Nashik-422013.

Hereinafter referred to as the **VENDOR** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partnership Firm, its partners, heirs, legal representatives and successors etc.) **OF THE FIRST PART.**

A N D

Hereinafter referred to as **THE PURCHASER/S** (which expression shall unless repugnant to the context or meaning thereof shall always mean and include his/her heirs, successors, executors, nominees, assigns, administrators, etc.) **OF THE OTHER PART.**

WHEREAS the Vendor is absolutely seized and possessed of or otherwise entitled to all that piece and parcel of Non-Agricultural Plot bearing Plot No.26, admeasuring area 276.75 Sq. Mtrs. and Plot No. 27, admeasuring area 287.00 Sq. Mtrs. out of S.No. 29/4/3+4+5+6 situated within the village limits of Wadala, Tal. & Dist. Nashik, and also within the limits of Nashik Municipal Corporation, Nashik more particularly and specifically described in the Schedule I hereunder written and hereinafter called as **THE SAID PROPERTY.**

AND WHEREAS the Vendor has purchased the said property from Shri. Badrinath Jagannath Deokar by a Sale Deeds, which were registered in the Office of Sub-Registrar, Nashik 1 at Sr. No.6100/2013 dtd. 11/6/2013. And accordingly, the name of Vendor is mutated in the Record of Rights vide M.E.No. 12653 and Vendor is in actual physical possession of the same.

AND WHEREAS the Vendor being absolute owner of the said property, is fully entitled to develop the said property by constructing multi-storied building consisting of residential flats.

AND WHEREAS the said property is converted to Non-Agricultural purpose U/s.44 of Land Revenue Code, vide letter No. Maha/Kaksha-3/Bi.She.Pra.Kra./160/2001 Nashik dtd. 31/7/2001.

AND WHEREAS the said property is a Plot of approved layout plan and the Asstt. Director, Town Planning, Nashik Municipal Corporation has approved the layout by its letter No. Nagarrachana Vibhag/ Final/B-3/181, dtd. 29/3/2001.

AND WHEREAS the Vendor has purchased additional T.D.R. in "C" Zone of 225.00 Sq. Mtrs. by a Sale Deed, which is registered in the office of Sub-Registrar, Nashik-5 at Sr. No. 11800/2013 dtd. 15/10/2013.

AND WHEREAS the Vendor has prepared building plan and the same has been approved by the Nashik Municipal Corporation vide their letter No. LND/BP/A-4/249/3305/13, dtd. 29/10/2013.

AND WHEREAS the title of the Vendor to the said property is clear and marketable and certificate for the same is issued by Advocate of Vendor, which is marked as Certificate on Page No. 24.

AND WHEREAS the Vendor commenced with the work of construction according to specifications thereof are hereto attached and marked as **Annexure A**.

AND WHEREAS the Vendor has appointed and engaged services of Competent Architects and R.C.C. Consultants.

AND WHEREAS the plans 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 areas.

AND WHEREAS the Vendor has started construction of the building on the said property in accordance with the sanctioned plan and shall sell the same on ownership basis or apartment, as he may in his discretion deem fit.

AND WHEREAS the Purchaser is interested in purchasing the constructed premises of a residential flat and has visited the Office of Vendor and has investigated the entire document of title, building plans and permissions in respect of the said property and has also gone through terms thereof, whereupon being satisfied himself regarding the status of the **Flat No.** **admeasuring** **Sq. ft. i.e.** **Sq. Mtrs.** **Carpet area** inclusive of balcony area and cupboard areas (excluding all other areas) (**Sq. Mtrs. BU) on** **Floor** **and** **Stilted Parking No.** **and Stilted Parking No.** **total** **admeasuring** **Sq.ft. i.e.** **Sq.Mtrs.** **more** particularly described in the Schedule I & II written hereunder and hereinafter referred to as the “said Premises”, the purchaser had discussed, negotiated and settled the various terms, conditions, stipulations and consideration in respect of the said premises and agreed to be purchased under this Agreement and accordingly have decided to record all such terms, conditions, stipulations and consideration by executing this Agreement for Sale.

AND WHEREAS the Purchaser with an intention to purchase the constructed premises, demanded inspection of the documents herein below including the agreements of Vendor and the owner and other such documents as are specified under the Maharashtra Ownership Act, 1963

and the Purchaser is satisfied about the title of the owner to the said property, rights of the Vendor to develop the said property and to sell the constructed areas as per permissions, and the Purchaser admits to have seen the copies of the following documents etc. Viz.

- 1) 7/12 Extracts,
- 2) Copy of Commencement Certificate and the copy of the approved plans.
- 3) Copy of non Agricultural permission.
- 4) Title Certificate,
- 5) Copy of the plan of premises mentioned in the Schedule II, herein under written.

AND WHEREAS the Vendor undertakes to comply with all the 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 this Agreement between the Vendor and the Other Part and the Vendor shall not commit any breach of the terms and conditions of the said agreement so as to effect the interest of the Purchaser herein.

AND WHEREAS the Purchaser wants to purchase the constructed premises of the residential flat area as particularly described in the Second Schedule of this Agreement and hereinafter referred to as the said premises for the sake of brevity and the purchaser has approved the specification for the construction as per Schedule A and B.

AND WHEREAS the lumpsum price of the said premises with the common share in the area of a staircase and landings, entrance-hall, lift, passages, servant toilet on ground floor, machine room etc. is fixed at **Rs. (Rupees only)** excluding the expenses of this Agreement and the Sale Deed, Registration, Stamps, electric meters and main electric supply cable connection, water meter deposits, expenses of formation and registration of any institution and the outgoings thereof and any others specific expenses required to be incurred for the said premises or the said building.

AND WHEREAS the Purchaser shall get this Agreement stamped and registered at his own costs.

- 1) The Vendor shall construct the said building consisting of Stilted Parking and four upper floors on the said property according to the plans, designs, approved by the concerned local authority and the specifications annexed hereto and which have been approved by the Flat purchaser. It is presumed that any alterations verifications and modifications as the Vendor may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them the Purchaser has given his irrevocable consent to such alterations, variations and modifications, which will not affect his premises substantially.

PROVIDED ALWAYS that, if such modifications, alterations, revisions of plans does not affect the said premises, its locations on plan and area. The Purchaser hereby gives his irrevocable consent and acceptance.

- 2) A) The purchaser has agreed to purchase the said premises and the Vendor agrees to sell the said premises at lump sum price for **Rs. /- (Rupees only)** and the said price is for the said premises i.e. residential flat having Carpet area which is inclusive of area of Balconies and cupboard areas (excluding all other areas) as per the plan **admeasuring Sq. ft. i.e. Sq. Mtrs. Carpet area** inclusive of balcony area and cupboard areas (excluding all other areas) (**Sq. Mtrs. BU**) on **Floor and Stilted Parking No. and Stilted Parking No. total admeasuring Sq.ft. i.e. Sq.Mtrs.** The said price is including the proportionate common shares of area of the staircase and landings, entrance hall, lift, passages, servant toilets on ground floor machine room etc. as per the amenities and specifications as shown in **Annexure A and B.**

B) The said consideration is exclusive of;-

{1} All costs and expenses for agreement, stamps, registration and engrossing of sale deed, whether executed individually for the said premises and/or in common with building for the said property at the time of conveyance.

{2} Electric and water meter & connection with deposit therefore and supply thereof from the poles.

{3} Share of all outgoings.

{4} The amount of Sale Tax if charged, levied, assessed by the Government upon the transaction contemplated herein between parties.

{5} Any other special expenses, taxes (GST), charges which may arise hereafter for the said transaction or for any facility required to be provided.

- 3) The purchaser has agreed and undertakes to pay the consideration as herein below mentioned, in the following manner for the work done in his premises purchased by him.

Sr. No.	Amount	Particulars
1.	Rs. /-	15% of the price of advance on or before the execution of this agreement
2.	Rs. /-	10% of the price on or before the Completion of the plinth.
3.	Rs. /-	20% of the price on or before the Completion of slab.
4.	Rs. /-	7% of the price on or before the Completion of walls.
5.	Rs. /-	10% of the price on or before the Completion of doors & Windows
6.	Rs. /-	7% of the price on or before the Completion of the flooring.
7.	Rs. /-	7% of the price on or before the Completion of the plastering
8.	Rs. /-	10% of the price on or before the Completion of the sanitary fittings & plumbing.
9.	Rs. /-	8% of the price on or before the Completion of electrification.

10. Rs. /- 6% of the price at the time of delivery of possession of the said flat.

Rs. /- Rupees

It is expressly agreed that though the **PHYSICAL POSSESSION OF THE PREMISES WILL NOT BE GIVEN TO PURCHASER UNLESS ALL DUES ARE FULLY SETTLED.** The outgoings will commence from the date of occupation certificate is obtained or intimation to purchaser as to take possession of his/her premises. (Read together clauses 8, 9, 12, 16, 17, 18, 19, 20, 21, 23 & 32).

- 4) The Purchaser agrees to pay the aforesaid sums on due dates/stages without default. The payment of instalments as scheduled above is the condition precedent for the continuance of the agreement and essence of the agreement between the parties. The Purchaser shall also deposit and pay the amount mentioned in Para 2 Sub Para B, B-1 to B-5, as applicable, to the Vendors on demand and in any case before taking possession of the said premises. However if the Vendor is required to pay any of the sums mentioned aforesaid in Para 2 Sub para B, B-1 to B-5 to be paid by the Purchaser, the Purchaser agrees to indemnify and keep indemnified the Vendor for the said payment and shall reimburse all the sums so paid by the Vendor and if the said sums remain unpaid, shall remain charge on the said premises. The Purchaser agrees to pay interest @ 18% on the said amount, if the payment is delayed.
- 5) The Vendor hereby agrees to observe, perform and comply with all the terms & conditions, stipulations & 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 the possession of the premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the said premises.
- 6) The Vendor has purchased additional T.D.R. from S.No. 50/1 of Nashik by certificate No. 613, dtd. 11/3/2013 to utilise the same

in the said building. It is expressly agreed that the purchaser will not raise any objection and will not have any say in this matter.

- 7) The Vendor hereby declares and the Purchaser hereby agrees that:-
 - 1) The F.S.I. and/or T.D.R. of the unsold premises or the premises not constructed shall remain the property of the Vendor. The area excluding staircase and landing shall remain the property of the Vendor. The right of ownership of appurtenant Terrace shall remain with Vendor only and the Vendor may deal with the area of the appurtenant terrace and other areas as he deems fit.
 - 2) The F.S.I. and/or T.D.R. increased during the period when construction goes on and continues and even after transfer the said property, shall remain the property of the Vendor.
 - 3) The Purchaser shall not raise any objection for the utilisation of F.S.I. and/or T.D.R. as aforesaid by the Vendor for the construction of additional area and admitting new members to the institution to be/ or formed and registered by the Vendor in due course.
 - 4) The Vendor shall have full and absolute right to sale, transfer, assign, let the unsold premises or F.S.I. and/ or T.D.R. or other areas as appurtenant terraces and porch terrace or any other premises.
 - 5) If the Vendor decide to form & register the Society/ Association/ Company and therefore decide to execute conveyance, then the Vendor shall be entitled to reserve the above rights under the said conveyance and also while registration of such society/association or company, to which the purchaser gives hereby his irrevocable consent.
- 8) The Purchaser agrees to pay to the Vendor at 18% p.a. on all the amounts from the date and/or stage they became 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.
- 9) On the purchaser committing default in paying the amount on due dates or any amount becoming due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority

and other outgoings the deposit amounts of electric and water meter, or any other expenses) and upon the Purchaser committing breach of any of the terms and conditions herein contained 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 has given to the Purchaser 15 days prior notice in writing (the notice being sent by R.P.A.D. due or under certificate of posting or being served personally on the purchaser) of his intention to terminate this agreement and intimation of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default is made by the Purchaser 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 instalments of sale price of the said premises, which may till then have been paid by the Purchaser to the vendor, after deducting expenses incurred. The Vendor shall not be liable to pay the Purchaser any interest on the amount so refunded and upon the termination of this agreement on refund of the aforesaid amount by the Vendor, the vendor shall be at liberty to dispose of and sell the said premises to such person and such price as the Vendor may in his absolute discretion thinks, fit. Upon termination of this agreement, the Purchaser shall hand over the document received by him to the Vendor and further agrees to register the cancellation of documents, returning the document by the Purchaser shall simultaneous.

- 10) The Vendor agreed to give possession of said premises to the Purchaser on or before _____.
- 11) It is further agreed between the Vendor & the Purchaser that any dispute relating to non-delivery of the possession need not be referred to the Arbitrator and Competent Authority under the Provisions of relevant enactment. If the Vendor fails or neglects to give the possession of the said premises to the Purchaser on account of the reasons beyond the control and of his agents as per provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Vendor shall on demand refund to the Purchaser the

amounts received by the Vendor in respect of the said premises with simple interest thereon on deducting the expenses. In these circumstances, the amount paid by Purchaser shall be a charge on the said premises till refunded with interest to the extent of amount due but subject to prior encumbrances, if any.

- 12) The Purchaser shall have deemed to receive actual possession of the said premises on payment of all the sums to be paid under this agreement to the Vendor and at the time of conveyance only. However, the Purchaser shall take the actual possession of the said premises within 7 days after they are notified to be ready for possession upon payment of all the amounts due towards the price or expenses under this agreement. If the sums to be paid by the Purchaser, remain unpaid on demand, the Vendor shall terminate and cancel this Agreement.

- 13) It is further agreed by the Vendor that;
- 1] If within 3 years from the date possession there is any structural defect brought to the notice of the Vendor by the Purchaser, OR
 - 2] If within the said period of 3 years if it is brought to the notice of the Vendor by the Purchaser that there is unauthorised change affecting the rights of the Purchaser, then the Vendor shall rectify the defects at his own cost.

It is further made clear that in view of Clause No. 24 it is responsibility of the Purchaser to maintain the premises in good condition.

It is further made clear that the Vendor is not responsible for reasonable wear and tear of the premises.

It is further agreed that as regards standard of material opinion of appointed Architect shall always prevail.

- 14) The Purchaser shall use the said premises or permit the same to be used for the **purpose of residential only** without creating nuisance of any kind to other occupiers of the flats. It may be specifically agreed that, the premises to be used only for residential purposes and no account any commercial professional activities will be conducted from the said premises. No sign boards as professional or business be placed on building on or compound wall and compound gate by the flat purchasers.

- 14A) The Flat purchaser hereby expressly agree to fix Disc Antenas, Arial cable connection on main terraces only and not in appurtenant terraces attached to the flat.
- 15) The Purchaser along with the other purchasers agrees to jointly forming and registering the society or Apartment Scheme. The Purchaser has given his consent to the name of the said project/ building as **NEW SHIV SHUBHAM**. The Purchaser has also given consent for the change of name, if decided to be changed by the Vendor.
- 16) The Purchaser agrees and undertake to sign and execute from time to time the applications, affidavits, for registration and/ or membership and other papers and the documents necessary for the formation and registration of the society or apartment scheme and for becoming a member, including the bye-laws of the proposed society or any other body duly fill in, sign and return to the Vendor within 8 days of the same being forwarded by the Vendor to register the organisation of the Purchasers U/s. 10 of the said Act, within the time limits prescribed by the Section 8 of Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser, if any changes or modifications are made in the draft bye laws or the Memorandum and/or articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Purchaser also gives his consent for the provision of rules and bye-laws being included for the protection of rights of the Vendors for unsold premises, use of terrace, right of the increased F.S.I. and/or T.D.R. The Purchaser agrees to pay his/her share of proportionate expenses for formation and registration of society/ Apartment Scheme and the documents to be prepared thereunder.
- 17) It is agreed by and between the Vendor and the Purchaser that even though the Society or Limited Co. is formed earlier, still the conveyance of the said property shall be executed and registered after the whole of the constructed areas sold and whole of the F.S.I. and/or T.D.R. of the Plot is consumed by the Vendor. The conveyance expenses for the conveyance of the said property will

be borne by Purchaser proportionate to his/her share. The conveyance and possession shall be simultaneously.

PROVIDED always that, the individual conveyance or the ultimate conveyance of the said property shall be in accordance with the agreement Clause 12 above.

- 18) Commencing a week after notice in writing is given by the Vendor to the Purchaser that the said premises is ready for use and occupation, the Purchaser shall be liable to bear and pay proportionate share of outgoings in respect of the said land and building/s namely N.A. Tax, local taxes, betterment charges, or such other levies by the concerned Local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chaukidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building will be shared equally among all the members. Until the society/Limited company is formed the said land and building/s transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

The Purchaser shall also undertakes to pay such provisional monthly contribution of Rs. 500/- and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever and continue to pay the charges to the society as and when formed by the Vendor. The purchaser also binds himself to pay the ougtoings even though Purchaser may not take possession of the premises from the date premises are notified for possession.

- 19) The Purchaser further pay as a security amount of Rs. 5,000/- which if required shall be adjusted towards the outgoings share of the Purchaser. But in no case the Purchaser shall call upon to adjust the same towards the monthly payment as mentioned in preceding clause of payments.
- 20) On execution of this agreement the Purchaser shall pay Legal Charges, for share of money, application, entrance fee of the society or apartment scheme, for formation and registration of

society or apartment scheme and expenses for conveyance, engrossing and registration, for M.S.E.B. for electric connection and cost of the meter to the Vendor as on demand.

- 21) On payment of the said sum or if there is any enhanced sum due to changing of laws, then the said increased amount shall also be paid. The payment is condition precedent for continuance of the Agreement.
- 22) The Vendor shall utilise the sum of Rs. 5,000/- paid by the Purchaser to the vendor for meeting all legal costs, charges, and expenses, including professional costs of attorney-at-law/ Advocates of the Vendor in connection with formation of the said society or apartment scheme as the case may be, preparing its rules and regulations and bye laws and the costs of preparing and engrossing this Agreement and the conveyance or assignment of lease.
- 23) At the time of execution and registration, the purchaser shall pay his/her share of full stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance of any document or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company. If individual sale deed for the said premises is registered subject to the terms and conditions hereof, the whole stamp duty and other expenses will be borne by the Purchaser.
The said individual sale deed shall be in consonance with the terms and conditions of this agreement and subject to all the liabilities including Clause No. 17 above to become member of the society/ apartment scheme and bear proportionate expenses thereof.
- 24) The Purchaser himself/ herself with an intention to bring all persons into whatsoever hands the said premises may come both hereby consent with the Vendor as under ;-

[a] To maintain the said premises at the Purchaser's own costs, in good tenantable, repair and condition from the date of possession of said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated including staircase or any passages, which may be

against the rules, regulations or bye-laws concerned local or any authority or change/ alter or make additional to in or to the building in which the said premises or any part thereof it is situated.

[b] Not to store any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected by the concerned Local or other Authority and shall not carry or cause to be carried any heavy packages on the upper floors which may damage or are likely to damage the staircase, common passage or any other structure entrance of the building and in the event of any such loss injury or damage caused to the said premises on account of negligence or default of the Purchaser, the Purchaser shall be liable to make good the same at his own costs and shall be liable for all the consequences arising on account of the breach thereof. The purchaser using the said premises in any manner as aforesaid due to negligence or default of the purchaser in this behalf, the purchaser alone shall be liable for the consequences of the breach and compensate reasonably.

[c] Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of what ever nature , in or to the said premises or any part thereof nor any alteration in the elevation and outside color scheme of the building in which the said premises is situated and shall keep the walls and partition walls, sewers, drains, pipes in the said premises and appertained thereto in good and tenantable repair and condition and in particular, so as to support, shelter and protect other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC parties or any other structure member in the said flat premises without the prior written permission of the Vendor and/or the Society, Apartment, Association or the Limited Company.

[d] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat premises of the said land and building in which the said premises is situated.

[e] The Purchaser shall not let, sublet, transfer, assign or give on leave and license the tenement or part with the Purchasers interest of benefit factor of this agreement or part with the possession of the said premises until all the dues payable by the said purchaser to the Vendor under this Agreement are fully paid up and only if the Purchaser has not been guilty by of breach or non-observance of any of the term & conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor.

[f] To carry at his own costs all internal repairs to the said premises and maintain the said premises, 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 premises 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 for the consequences thereof to the concerned local authority and/or other public authority.

[g] Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises as situated or any part thereof or whereby any increased premises shall become payable in respect of the insurance.

[h] To pay to the Vendor within 7 days of demand, by the vendor, his share of security deposit, demanded by the concerned local authority or the Government for giving water electricity or any other service connection to the building in which the said premises is situated.

[i] To bear and pay increase in 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 on account of change of user of the said premises by the Purchaser viz. User for any purpose than for residential purpose.

[j] The Purchaser shall observe and perform all the rules and regulation which the society or limited company may adopt at its

inception and the additions, alterations or amendments thereof, that maybe made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the building Rules and Regulations and bye laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society and/or limited company, regarding the occupation and use of the said premises in the building and shall pay the contribution, regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

[k] Till conveyance of building in which the said premises is situated is executed, the Purchaser shall permit the Vendor and their surveyors, agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof and to undertake repairs of any kind to the building if necessary. Wires for Antenas, Arial cables be provided in conduit pipes on outside walls and not loose wires.

[l] The Purchaser shall use the premises for **RESIDENTIAL** purpose only and shall not be used for any purpose other than that specified in the completion Certificate. The Purchaser shall not use the premises for the industrial manufacturing purposes, workshop, auto garage, flour mill, printing press and Liquor shop or for any other immoral or illegal purposes, as the premises agreed to be sold as residential only. Drying cloths outside the building by providing cloths lines etc.

- 25) The amenities for the tenement as have been agreed by and between the parties and as have been stated in Annexure A and B attached to this agreement, the Vendor are not bound to accept any addition or alteration or any other change in the items as have been listed in the said Schedule. It will be the sole discretion of the Vendors to accept any change, addition, alteration in the said list for any reason than the deletion or addition in the said item so changed or added shall be determined by the Vendor and the price for the said items to be added or deducted shall be finally decided

by the Vendors and it shall be final and binding upon the Purchaser.

- 26) Nothing contained in this agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, terraces, parking spaces, lobbies, staircases, recreation spaces etc. will remain to the property of the Vendors. The Vendors shall be entitled to transfer the marginal open spaces, stilt parking places, appurtenant terraces, adjoining terrace's etc. to anybody on any such terms and conditions as the Vendors may deem fit and necessary. That the Vendor shall be entitled to allot the adjoining terraces to the any other Purchaser and except such Purchaser nobody shall have any right on the said appertained terraces as also the Vendors shall be entitled to allot the exclusive and absolute right to use and enjoy. The ground floor marginal space to the adjoining flat purchaser or such other flat purchaser as the Vendors may decide and except such allottee nobody shall claim any right on the said marginal spaces. In case of stilt in the building the Vendors shall be entitled to allot the said stilted portion to anybody, as he may deem fit. The purchaser's in the building shall not object or obstruct such allotment by the Vendors.
- 27) The Vendor shall have a first 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.
- 28) The Vendor shall be at liberty to sale, assign, transfer or otherwise deal with the right, title, interest in the said plot and the building subject to the right of the purchaser in respect of the said premises.
- 29) If the purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendor any part of the amounts due and payable to them by the Purchaser under the terms and conditions of the Agreement (whether before or after the delivery of possession) within the time limit specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and

stipulations herein contained or referred to, the Vendor shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated. The Purchaser herein agrees that on the Vendors reentry 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.

- 30) If the Purchaser is desirous to obtain loan from any corporation or other institution then it will be the Purchaser to make the arrangement for the same and also to bear all the expenses together for additional copies of plans, agreements, certificates for the property described in the Schedule II to be purchased by the Purchaser and shall to the extent of purchase value / balance due payment of flats.
- 31) The Purchaser hereby covenants with the Vendor to observe and perform the covenants, condition contained in this Agreement and to keep the Vendor indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendors.
- 32) Any delay tolerated or indulgence shown in the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor, shall not be construed 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 rights of Vendor to terminate this agreement. The Purchaser further agrees that grant of any concession or of any indulgences to any other purchasers shall not as of right entitle the purchaser herein grant of similar concession or indulgence at any subsequent time.
- 33) The Purchaser shall present this agreement as well as the conveyance at the proper registration office for the registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

- 34) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if send to the Purchaser by Registered A.D. Post/ Under Certificate of posting at purchaser's address specified below.

Viz.

MR

R/o.

Any change of Purchasers address should be made known to the Vendor.

- 35) The appurtenant unsold terrace and useable areas of the building shall always remain the property of the Vendor and may be disposed of by the Vendor as deemed fit by them and the Vendor is at liberty to allot the appertained terrace of the building for the advertisement or any other purpose.

But the person to whom the appurtenant terrace and useable areas will be allotted shall not in any way damage water pipe flow therefrom. Wherever the appurtenant terraces and useable areas are allotted exclusively for the use of the appertained terrace to the flat purchaser, the said appertained terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned authority and the Vendor or the Society or as the case may be the limited company.

As regards the terrace spaces infront of or adjacent to terrace flats it is hereby expressly understood and agreed by and between the parties as follows:

- a) The Developers have the unqualified and unfettered right to sell on ownership basis the terrace and useable areas spaces infront of or adjacent to terrace flats to purchasers/ allottees of such flats.
- b) Such terrace and useable areas so belong exclusively to the respective purchasers/ allottees of terrace flats.
- c) Such terrace and useable areas spaces are intended for the exclusive use of the respective flat holders. Neither the other flat purchasers / allottees nor the Co-operative

Society when registered shall have any rights or claim of any nature whatsoever in respect of such terrace and useable areas or any part thereof.

- 36) The parties hereto admit that this agreement is in respect of complete constructed premises, though the price is to be received by instalments. The Purchaser admits that the Vendor is not a contractor appointed by the Purchaser. The specification 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.
- 37) The Purchaser further agrees that if the constructions could not be completed within the specified time on account of the acts beyond the control of the Vendor then the Purchaser hereby and undertakes to pay the following amounts viz.
 - I} The difference as on account of escalated price of building material and the labour charges and the decision thereof will be given by the Architect of the vendor.
 - II} The additional taxes or new taxes imposed by the Central Government or any authority on this transaction.
 - III} The additional expenses if any, required to be incurred by the Vendor for installing any additional machinery equipment's etc.
 - iv} Service Tax and Vat if and as applicable will be paid by the purchaser.
- 38) The stilted parking spaces are allotted along with each flat on first come first serve basis and as per his choice from the remaining. Any surplus stilted parking spaces will be allotted to other flat owners at the sole discretion of the Vendors.
- 39) This Agreement shall always be subject to provisions contained in The Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management, Transfer) Act 1963 and the rules thereunder and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

IN WITNESS WHEREOF the parties hereto have here-unto set and subscribed their respective hands and seals to these presents on the day, month and year first written herein above.

SCHEDULE I OF THE SAID PROPERTY
HEREINABOVE REFERRED TO

All that piece and parcel of the property lying and being situated at village **Wadala**, Taluka and District Nashik, bearing **Survey No. 29/4/3+4+5+6, Plot No. 26, admeasuring 276.75 Sq. Mtrs. (bearing CTS No. 1701) and Plot No. 27 admeasuring 287.00 Sq. Mtrs. (bearing CTS No. 1702)** within the limits of Nashik Municipal Corporation also within the Registration and Sub-Registration District of Nashik, jointly bounded as under :-

On or towards East:	7.5 Mtrs. Colony Road,
On or towards West:	Open Space
On or towards South:	7.5 Mtrs. Colony Road
On or towards North:	Plot No. 25

SCHEDULE II OF THE SAID FLAT PREMISES
HEREINABOVE REFERRED TO

All that piece and parcel of the constructed **Flat No. _____** **admeasuring _____ Sq. ft. i.e. _____ Sq. Mtrs. Carpet area** inclusive of balcony area and cupboard areas (excluding all other areas) (**_____ Sq. Mtrs. BU**) on **_____ Floor** in the building of **NEW SHIV SHUBHAM** constructed on the landed property, more particularly described in Schedule-I written herein above, as per the approved building Plan and bounded as under:-

On or towards East	:
On or towards West	:
On or towards South	:
On or towards North	:

SCHEDULE- A OF STILTED PARKING SPACE ALLOTTED
ALONG WITH THE FLAT HEREINABOVE REFERRED TO

All that piece and parcel of the constructed stilted **Parking No. _____** **admeasuring _____ Sq. ft. i.e. _____ Sq. Mtrs. on Ground Floor** in the building of **NEW SHIV SHUBHAM** constructed on the landed property, more particularly described in Schedule-I written herein above, as per the approved building Plan and bounded as under :-

On or towards East	:
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On or towards West :
 On or towards South :
 On or towards North :

SCHEDULE-B FOR OTHER STILTED PARKING SPACES
ALLOTTED BY THE VENDOR AT HIS DISCRETION

All that piece and parcel of the constructed stilted **Parking No. -- admeasuring -- Sq. ft. i.e. -- Sq. Mtrs. on -- Floor** in the building of **NEW SHIV SHUBHAM** constructed on the landed property, more particularly described in Schedule-I written herein above, as per the approved building Plan and bounded as under :-

On or towards East :
 On or towards West :
 On or towards North :
 On or towards South :

CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have investigated the title to the aforesaid property which is more particularly described in herein above schedule I and have perused title deeds and certify that in our opinion the title of the Vendor is clear, marketable and free from all encumbrances, charges and/or claims.

Advocate

ANNEXURE A

SPECIFICATIONS OF WORK FOR PROPOSED
BUILDING ON PLOT NO. 26 & 27, of WADALA

- 1) R.C.C. frame construction.
- 2) External walls of B.B.6” thick and internal partition walls of B.B.4” thick.
- 3) Cement mortar plaster for in side flats rendered smooth for receiving colour finish.
- 4) Double coat sand faced plaster from outside building and for staircase and stilted parking portion.
- 5) R.C.C. O/H and U/G water tanks of sufficient capacities.
- 6) Water proofing treatment for Lavatory blocks and terraces.
- 7) Water proofing treatment for O/H and U/G water tanks.
- 8) All doors will have fastening of heavy quality iron hinges and fixtures of heavy quality aluminum fittings.

- 9) Outside of Entrance door to flat will be polished and all other internal doors will be oil painted.(including inside of entrance door)
- 10) Entrance Door Frame of Teakwood size 8"X2.5" to accommodate second security door. (excluding)
- 11) Flush Door Shutters with hard wood solid core, styles, Rails, 35 mm. for entrance door, room doors and 30 mm. for lavatory block, all oil painted.
- 12) Door of Teakwood frame 5"X2.5" with water proof paint from wall fixing side and Enamel Oil painted/ polish for three sides. Lavatory Block frames 4" X 2.5".
- 13) All windows will be fully glazed with 4 mm glass with aluminum section 1" size.
- 14) Inside colour white water bound distemper.
- 15) Cement paint for sand faced Plaster.
- 16) Flooring of ceramic tiles 32"x32"(basis rate of tiles Rs.80/- per Sq. ft.) and 3" skirting of the same.
- 17) Ivory glazed tiles 12"x18" or more size for dado of bathroom, W.C. and lavatory blocks upto door top heights and for 24" dado over kitchen platform.(basic rate Rs. 60/- per sq. ft. on site) and non skid tiles for flooring.
- 18) IPS on B.B.Coba for Terraces.
- 19) Granite for steps and landing and cement plaster for risers. (basic rate of Granite Rs. 85/- Sq. ft. on site)
- 20) 18" R.C.C. Paradi with top smooth cement rounding and Sand faced Plaster for staircase and M.S. Grill with handrail total 3'.0" high from the tread.
- 21) P.V.C. pipes 4", 3", 2" dia for soil pipes, waste water pipes, vent pipes respectively, 6" and 4" dia PVC pipes for under ground drain with gully traps, and inspection chambers (size 24" x 18").
- 22) All water pipe lines will be heavy duty PVC pipes.
- 23) All taps of I.S.I. quality (with ISI mark). Mixer of L & K Company.
- 24) Sufficient electrical points(as per Table) all points in concealed copper wire, steel concealed switch boxes, circuit breakers, PVC switch box covers.
- 25) Concealed water lines with concealed fittings with Hot and Cold mixer for shower in bath and in kitchen.(Not for wash basin)
- 26) One Electrical pump with starter for pumping water to O/H tank and stand by arrangement for other pump.
- 27) All inspection chamber and gully trap covers of RCC covers.

- 28) Septic tank with soakpit of required size as required.
- 29) Steel ladder for access to O/H tank and machine room.
- 30) One Five passenger lift, standard cabin, collapsible door for cabin and entrance and provision for safe landing in case of power failure.
- 31) C.C. pavement or paving tiles/ block in the compound.
- 32) Compound wall and compound gate 5'.
- 33) Paving of IPS finishing for Stilted Parking.

FOLLOWING AMENITIES WILL BE PROVIDED TO
FLATS OF PROPOSED BUILDING ON PLOT NO. 26 & 27
OF WADALA
ANNEXURE B

- 1) 8'X2' long Kitchen platform with granite top, black cudappa supports and self with stainless steel sink size 15"X20" (basic rate of granite Rs. 100/- per sq.ft.) and hot and cold mixer total cost upto Rs. 13,000/- each.
- 2) Exhaust fans for bathrooms.
- 3) Marble/ Granite sill to windows as required.
- 4) One Wash Basin per bath- lavatory.
- 5) Wall mounted W.C. and flushing tank with fittings per lavatory block.
- 6) Entrance door to flat will have white metal aldrops 10"X 5/8".
- 7) PVC Square 6"X6" Nahani Trap Jali and cover.
- 8) Call bell point for each flat.
- 9) 1/3 KW Geysers for per bath and kitchen .
- 10) Electrical points will be provided as-

No.	Details	TV	15 amp	5 Amp	Fan	Light	Geyser	Plug Point
a)	Hall	1	1	1	2	1	-	2
b)	Bedroom	--	1	1	1	1	--	2
c)	Kitchen	--	1	2	1	1	1	4
d)	Passage	--	--	--	--	1	--	--
e)	Toilet /Bath	--	1	1	--	1	1	1

- 11) Provision of separate circuit for to provide inverter for one fan and one light point in hall and bedrooms only. (Inverter and batteries not included.)
- 12) Circuit breaker per flat.
- 13) Entrance hall.
- 14) One Solar Heater per flat Capacity 200 Ltrs. is proposed to be provided, heating solar panels and tanks will be located in terrace

and outlet connection of this will be as inlet connection for geysers. This arrangement will only be for two adjacent lavatory blocks in each flats.

SIGNED,SEALED & DELIVERED BY]
THE WITHIN NAMED VENDOR] -----
M/S. WAGH & COMPANY]
Through its Partner]
SHRI. HEMANT KESHAVRAO WAGH]

SIGNED,SEALED & DELIVERED BY]
THE WITHIN NAMED PURCHASER] -----
]
]
]

WITNESS:-
1.

2.