

Pocket No. 4.1 Today's Readyreckner Rate :-
Flat Area (Built-up) ----- sq. mtrs.
Valuation Rate Rupees -----,000/-
Valuation Rupees -----,000/-
Consideration Rupees -----,000/-
Stamp Rupees -----00/-
Registration Fee Rupees -----0/-

AGREEMENT FOR SALE

This AGREEMENT FOR SALE for constructed premises made and executed at NASHIK on this ____ day of _____ in the year TWO THOUSAND SEVENTEEN.

BETWEEN

SQUARE ESTATE, (PAN - ACFFS0140N), a partnership firm through its partner MR. JAGDISH DATTATRAYA SONAR, aged 46 years, occupation Agriculture and Business, Residing at 2, Ashirwad Pride, Near Akashwani, Gangapur Road, Nashik - 422013.

Hereinafter referred to as the "PROMOTERS/VENDORS" (which expression shall unless it is repugnant to the context or meaning thereof, mean and include the said Company, their successors, legal heirs and assignees of the FIRST PART;

AND

_____, age _____ years, occupation _____, Residing at _____ Nashik. (PAN - _____)

Hereinafter referred to as the "PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, legal representatives, executors, administrators) of the SECOND PART;

- 1) WHEREAS the property as particularly described in the schedule I hereunder written (hereinafter for the sake of brevity referred to as the 'said property') is well entitled and possessed and owned by the Promoters/Vendors herein. The same is been purchased by the Promoters/Vendors from Anand Construwell Pvt. Ltd. and others under a registered sale deed dated 20/6/2017 which is registered in the office of the Jt. Sub-Registrar Class II, Nashik 4 at Sr. No. 4096 on the the same day. Accordingly, the names of the

Promoter/Vendors have been recorded in the record of rights and the Promoter/Vendors have become the owners thereof.

- 2) AND WHEREAS the Promoters/Vendors have purchased TDR to construct additional areas on the said plot of 275.00 sq. mtrs. from Anand Construwell Pvt. Ltd. and others vide deed dated 20/6/2017 which is registered in the office of the Jt. Sub-Registrar, Class II, Nashik 4 at Sr. No. 4120 on the same day.
- 3) AND WHEREAS the said land is converted to the non-agriculture use by the order of the Collector, Nashik vide order No. LNA/ SR/ 196/ 79 dated 15/5/1979. Further the layout of the said plot is finally approved vide letter issued by the Nashik Municipal Corporation, Nashik bearing No. RP/ Ambad Kd./ 1082 dated 21/3/1979.
- 4) AND WHEREAS the Promoters/Vendors are authorized to construct building/s, to carry out construction upon the said property and to sell and dispose the land and/or the land with building to various purchasers.
- 5) AND WHEREAS the plans for construction of the building of commercial premises are approved by the Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik as per the commencement certificate No.LND/ BP/ B2/ 454/ 5355 dated 2/1/2017.
- 6) AND WHEREAS the Promoters/Owners have right to amend, alter or get the plans duly revised and sanction without affecting the premises to be sold to the purchasers herein so far as the benefit available to the said premises and its location.
- 7) AND WHEREAS the promoters have right to enter into agreement of sale for the sell of the constructed premises and the promoters have further decided to construct tenements with amenities and facilities contained therein.
- 8) AND WHEREAS the Promoters have commenced with the development and construction of the said property.
- 9) AND WHEREAS the title of the Promoters/Owners is free clear marketable and free from encumbrances and necessary title certificate issued by Advocate.
- 10) AND WHEREAS the promoters have appointed and engaged services of competent architect and the RCC consultants.
- 11) AND WHEREAS the plans of the building along with the specifications are displayed for the inspection of the prospective purchasers in the office of the promoters as well as at site. The building constructed is named /shall be named as "B Square"
- 12) AND WHEREAS the Promoters/Owners are entering into agreements of the same and like nature with other Purchasers and the promoters are selling the constructed areas on ownership basis subject to the restrictions as contained in this agreement and which the purchasers has accepted for his/their benefit as well as for the benefit of the others.
- 13) AND WHEREAS the Purchasers with the intention to purchase the constructed premises has taken inspection of N.O.C., building plans, documents, development agreement, title deeds, sanction orders as well as other relevant documents. All the copies of the relevant papers/ documents etc. are handed over to the purchasers and the purchasers admits to have received the same.
- 14) AND WHEREAS the purchasers is/are satisfied about the title of the property and rights of the owners/vendors as well as the Promoters/Vendors to sell the constructed premises and has received the copies of the following documents from the Promoters namely..

- 1) 7/12 Extract.

- 2) Mutation entries.
- 3) Sale Deed copy.
- 4) Commencement certificate.
- 5) Blue Print of the Building Plans approved. etc.
- 6) Non-Agriculture order.
- 7) N.A. tax receipt.

and the purchasers does hereby admit to have received the copies of the same and as such they are not annexed to this agreement.

- 15) AND WHEREAS the purchasers have decided to purchase the constructed premises as described in Schedule II hereunder written which premises are herein after referred to as the "said premises" and those constructed premises are subject matter of this agreement. Accordingly the purchaser has shown his willingness to the Vendors for allotment of the said premises.
- 16) AND WHEREAS the Promoters have commenced the construction of the building as per the specifications as provided in the schedule III to this agreement and the outgoings to be paid by the purchaser along with the other occupiers in common are set out in schedule IV of this agreement.
- 17) AND WHEREAS the built-up area is mentioned in this agreement for calculation of stamp duty, house tax etc. purposes and while calculating the built-up area, the following areas are considered namely.
 - 1) Inner area of the premises.
 - 2) Door Jams.
 - 3) Walls.
 - 4) Proportionate area in staircase landing, passages.
- 18) AND WHEREAS the purchaser has willingly accepted the restrictions as provided/mentioned in this agreement.
- 19) AND WHEREAS the parties to this agreement have settled their terms and conditions as set herein and mentioned herein below.

NOW THEREFORE THIS AGREEMENT FOR SALE THEREFORE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS SHOWN BELOW..

- 1) The promoters have commenced the construction of the complex as per the approved plan shown to the purchaser and the copy of which is provided to the purchaser. Most probably, the promoters shall not cause any changes to the general design of the units as per the plan. If at all the general design is changed or modified which is going to affect the premises described in schedule II, then the promoters shall obtain the written consent from the purchaser and the purchaser shall not unreasonably withhold the said consent.
- 2) The Purchasers have agreed to purchase the said constructed premises described in Schedule II hereunder written being SHOP / OFFICE No. ____ which premises have carpet area approximately sq.mtrs.
- 3) The consideration for the said premises is fixed at or for Rs.____,00,000/- (In Words Rupees _____ Lacks Only). The said price is for the built up area (which corresponds to carpet area of the premises as

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- 8) The promoters declare that the title of the said property is clear and marketable and free from all encumbrances such as..
- i) The said property is not subjected to any kind of encumbrances including gifts, lien, will, easements, licenses, tenancy, mortgage, agreements etc.
 - ii) The said property is not given in any surety or security.
 - iii) The said property is not acquired, reserved or requisitioned nor any such proceedings are pending or initiated.
 - iv) The said property is not subjected to any court litigation.
 - v) The sale of the said property is not prohibited by any orders.
 - vi) There are no any dues outstanding against the said property.

- 9) The purchaser has also verified the title of the said property and is fully satisfied about the same. The purchaser hereby admits that all the necessary details as to the said property are verified by him and further accepts that all necessary details are disclosed to him by the promoters and after due verification the purchaser has decided to purchase the said residential unit.

- 10) On the Purchasers committing default in paying the amount, on due dates or stages or any amount becoming due and payable by the Purchasers to the promoter under this Agreement and upon the Purchasers committing breach of any of the terms and conditions herein contained, the Promoter is entitled at its own option to terminate this Agreement.

PROVIDED always that the power of termination herein shall not be exercised by the Promoter unless and until the promoter has given to the purchasers 15 days prior notice in writing (the notice being sent by Registered Post acknowledgement due or under Certificate of posting or being served personally on the purchasers) 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 terminate the agreement and defaults made by the purchasers and calling upon the purchasers to remedy such breach or breaches within a fifteen days period after giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Promoter shall refund to Purchasers the installments of sell price of the said premises which may till then have been paid by the Purchasers to the Promoter after deducting the expenses incurred. On refund of the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose off and sell the said Premises to such person and at such price as the Promoter may in his absolute discretion think fit upon termination of this Agreement, the Purchasers shall hand over the document received by him to the Promoter and further agrees to register the cancellation deed at his cost. The refund of the amount by the Promoters and returning of the documents by the Purchasers shall be simultaneous.

- 11) At the time of execution of the conveyance of the said premises and/or taking the possession of the said premises the Purchasers shall pay all the amounts whatever may be due under this agreement including any other costs, or amounts or sums which may be found under this agreement to be paid by the Purchasers to the Promoters.
- 12) The promoter declares that the F.S.I. available, for the construction is in the ratio of 1:1 for the said property and the Promoters have loaded TDR area of 275.00 sq. mtrs. for the construction on the said property.
- 13) The Promoters/Owners are developing the property in their own name and rights.
- 14) It is further agreed that :-

- (a) It is the responsibility of the Purchaser to maintain the premises in good condition.
 - (b) It is further made clear that the Promoter is not responsible for regular wear and tear of the premises.
 - (c) It is further agreed that as regards standard of material, opinion of appointed Architect shall always prevail and binding upon the parties.
- 15) The Purchasers shall use the said premises or permit the same to be used for the Commercial purpose only without creating nuisance of any kind.
- 16) The building shall be named as "B Square" and the said name shall not be changed.
- 17) The promoters expects the delivery of the possession of the said premises on or before _____. The promoters also expect to complete the construction of the building within the said period subject to booking of all the units, the payment of the prices by the prospective purchasers.
- 18) The purchaser shall take possession of the said premises within 15 days from obtaining of the completion certificate and the promoters giving notice to the purchaser intimating that the unit is ready for use and occupation on payment of all the amounts as per this agreement. If the purchaser fails to take the possession the purchaser shall be under obligation to pay the maintenance charges and their outgoings relating to the said premises.
- 19) The building is situated at Nashik, which has extreme seasonal temperature variations that may cause cracks on the interior as well as the exterior of the said premises and building. Other than these, if from the date of possession, with a period of 1 year, it is found there is any structural defect in the building, then the promoters shall carry out the repairs on his own and costs and expenses. There shall be no responsibility on the promoters to carry out repairs where reasonable wear and tear or damage is expected in regular.
- 20) The Purchasers further agrees and undertakes to pay the charges/expenses actually required and as explained by the Promoters for legal charges, for share money, application, entrance fees, NMC charges, etc. The purchaser agrees to pay the said amounts as demanded by the promoters.
- 21) The promoters have decided to collect an amount of Rs.1,00,000/- per unit, against the one time maintenance charges which will be deposited and the amount of interest will be adjusted against the maintenance account. Further if it is found that the said amount is not enough to meet out the amount of monthly maintenance expenses, then said amount shall be enhanced time to time reasonably.
- 22) The Purchasers agrees and undertakes to join for formation and registration of the condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970. The purchaser further agrees 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 purpose of becoming member of the Association of apartments which may be formed by the Promoters herein. The Purchasers also agrees that he shall sign necessary bye laws, constitution memorandum forms etc. The Purchasers also agrees to sign and return to the Promoter within eight days of the same being forwarded by the Promoter. The Purchasers states that no objection shall be taken by him if any changes or modifications are made in drafts by-laws or the memorandum and/or Articles of Association as may be required by the Registrar or any other competent authority as the case may be. The Purchasers also gives his consent for the provisions of rules and by-laws being included for the protection of the rights of the Promoters for unsold premises, use of terrace, parking other areas etc. right of the increased F.S.I. The Purchasers agrees to pay his/her share proportionately in the expenses required to be incurred for preparation of the documents.
- 23) The purchaser shall use the said premises for the commercial purpose for which the plans are sanctioned and for which the completion certificate shall be issued.

- 24) The premises, which shall be sold, will be a constructed unit having elevation and designs as per the specifications detail plans prepared by architect of the promoter. The Purchasers willingly accept and undertake the specifications/ plans. The Purchasers for them-self and also for the benefit of other Purchasers of the other premises willingly accept that though the said premises shall be of the ownership of the Purchasers, still the Purchasers with an intention to keep the out-look of the premises to remain the same and for proper maintenance of the building shall not commit acts such as viz...
- (a) To maintain the said premises at the Purchaser's own costs in good repairable condition from the date of possession of the 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, and shall not in any manner cause damage to the premises or parts thereof or the parts of the building.
 - (b) 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 Promoter to the Purchasers and shall not do or suffer 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 bylaws thereof.
 - (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 additional alteration of whatsoever nature, in or to the said premises or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances there to in good tenantable, repairable condition, and particularly so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. parts or other structural demises in the flat without the prior written permission of the Promoter and/or the condominium which will be formed.
 - (d) Not to store any goods which are of hazardous, combustible or dangerous nature or are so as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority or by any other Purchasers in the said premises and shall not carry or cause to be carried any kind of other business or professional activity which will affect the peace and tranquility of the building and which will be objected to by other occupiers, members of the building.
 - (e) Not to do or permit to be done any act or thing which renders void or voidable any insurance of the said premises and the building where it is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - (f) Not to throw or allow to be thrown the dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said premises in the compound or any portion of the said premises' land and building in which the said premises is situated.
 - (g) To bear and pay the local taxes, water charges, insurance and such other levy's, if any, which are imposed by the concerned local authority and/or Government and/or other public authority and to pay the said amounts punctually which are existing or made to be paid hereinafter.
 - (h) The Purchasers shall observe and perform all the rules and regulations at its inception and the additions, alterations, or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the buildings Rules and Regulations for the time being in force of the concerned local authority and of Government and other public bodies.
 - (i) The purchasers shall not use the premises for any other purpose other than residential.

- (k) The Purchasers shall not have his premises painted from outside by different colour than provided to the building nor shall the Purchasers change the elevation of the building. The Purchasers shall not also cause additional doors, windows, ventilators opened other than already provided.
- (l) Not to alienate or sell, transfer, let, lease, give on license unless and until full discharge is obtained from the promoters about the payment of all the amounts as mentioned in this agreement or which are demanded by the promoters on account of additional work if any.
- (m) To permit the promoters or their office bearers, agents with or without workmen at all the reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
- (n) The purchaser shall not cause any additional construction to the said premises and shall not carry erection of doors, ventilators and windows other than provided.
- (o) The Purchasers shall not do or permit to be done any act or thing, which may render void or voidable.

The Purchasers agrees and undertakes not to cause any breach of the aforesaid clauses.

- 25) The purchaser is not entitled to get the partition of the said property i.e. the plot upon which the building is constructed. However, the name of the purchaser shall be recorded in the Municipal and in common in the revenue record.
 - 26) The purchaser is authorized to obtain loan against the purchase of the said premises. If the Purchasers desires to obtain loan from any corporation or other financial institution, then it will be the liability of the Purchasers to make the same available at his own 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 Purchasers shall only be encumbered with the liability of the loan.
 - 27) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said apartment or for the said plot and building or any part thereof. The purchaser shall have to claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation space etc., will remain the property of the promoters until the said land and building is transferred to the Apartment association as hereinabove mentioned.
 - 28) Any delay tolerated or indulgence shown by the promoters in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser by the promoters shall not be construed as a waiver on the part of the promoters 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 the rights of the promoters.
 - 29) The Purchasers hereby covenants with the Promoter to observe and perform the covenants, conditions, contained in this Agreement and to keep the Promoter 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 Promoter.
 - 30) The Purchasers 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 Promoter will attend such office and admit execution thereof as intimated.
 - 31) Any correspondence with the Promoters and with the Purchasers shall be done also on the address given above and such correspondence shall be deemed to be sufficient service being made on the said address.
 - 32) The parties hereto admit that this agreement is not between employer and employee. This Agreement is in respect of complete constructed premises, though the price is to be received by installments or in nature
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whatever mentioned hereinabove. The Purchasers admits that the promoters are not a contractor appointed by the Purchasers. The specifications are prepared by the Promoters and are accepted by the Purchasers. The Purchasers admits that the Promoters have already commenced the work of construction as per the specifications. Further the GST, if any imposed /levied by the government shall be paid by the purchaser other than all other charges as above.

- 33) This agreement shall always be subject to provisions of The Maharashtra Ownership Flat Act 1963 or The Maharashtra Apartment Ownership Act 1970 or The Maharashtra Co-Operative Society Act 1960 & rules made there under. The Promoter / owners agree and undertake to form housing society or associations of apartment owners. After formation of housing society or association of apartment owners, the Promoter/ developers shall execute and registered sale deed of said entire property along with the building in favour of housing society or deed of apartment of said flat in favour of the purchasers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day, month and year mentioned hereinabove.

SCHEDULE - I OF THE SAID PROPERTY REFERRED TO ABOVE

All that piece and parcel of land lying and being at village AMBAD KD., Taluka NASHIK within the limits of Nashik Municipal Corporation, Nashik within the limits of Registration and Sub-Registration District of NASHIK bearing plot No. 3 admeasuring 777.87 sq. mtrs. (and along with the TDR loaded of 275.00 sq. mtrs.) from and out of Revenue Survey No. 304/2/1 which property is bounded as shown below..

On or towards East : By D P Road.
On or towards West : By Open Space.
On or towards North : By D P Road.
On or towards South : By Plot No. 2.

SCHEDULE - II OF THE SAID PREMISES REFERRED TO ABOVE

On the above said property a building named as "B Square" is under construction. From and out of the said building, the premises of Commercial SHOP/ OFFICE No. ____ on the ____ Floor having carpet area of ____ sq.mtrs. i.e. equivalent to built-up area ____ sq. mtrs. Here by agreed to be sold to the Purchasers herein above mentioned with right to use common area of:-

- 1) Staircase of building.
- 2) Landing of Staircase.

Property is bounded as shown below..

On or towards East :
On or towards West :

On or towards North :

On or towards South :

SCHEDULE - III OF THE SPECIFICATIONS REFERRED TO ABOVE

- i) The building will be R.C.C. frame structure in ISI grade cement and steel.
- ii) External walls of 6" and internal walls of 4" thick bricks with RCC patties for strengthening.
- iii) All external surfaces have sand faced plaster in two coats with coloring of two coats of cement paint.
- iv) All internal walls, ceiling have oil bound distemper. Doors, grills, railing shall be painted in oil paint.
- v) Flooring :- Flooring is Spartek tiles, joined and finished in neat gray cement colour and polished smooth with machine. Flooring of Toilet and bathroom with fill glazed tiles. The sides of bath room and W.C. is lined with glazed tile.
- vi) Water Supply & Sanitation is concealed as far as possible while that on outer side of building is open. Sewage drainage is through S.W. Pipes.
- vii) Aluminum windows sliding type with 2 tracks and MS safety grill.
- viii) All door frames shall be of wood / concrete and all shutters shall be of flush doors. Decorative main door in flush with both side laminations.
- ix) There are two number of water storage tanks of adequate capacity, one for ground reservoir and other as an overhead reservoir on terrace with adequate water proofing from inside.
- x) Concealed electrification with adequate points including power points of standard quality switches and wire as follows..
- xi) Lift shall be provided of good make.

SCHEDULE - IV ABOVE REFERRED TO

- 1. The expenses of maintaining, repairing, redecoration etc. of the main structure and in particular the roof, gutters and rain water pipes, enjoyed entrances, passages, landings and staircase used by him/her in common with others as aforesaid.
- 2. The maintenance and upkeep of the water tanks and electric pumps, common electric expenses, bore electric consumption charges etc.
- 3. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building, staircases and other parts of the building or enjoyed or used by the Purchaser in common as aforesaid.
- 4. The costs of salaries of clerks, bill collectors, chowkidars.
- 5. Municipal and other charge of taxes to be paid in common for common areas.

6. Insurance of the building.
7. The running expenses as necessary or incidental for maintenance.
8. The assessment of the premises to revenue dept. from the date of execution of this agreement and the assessments or taxes newly imposed or increased.

SCHEDULE - IV - COMMON AREAS OF BUILDING AND CONDOMINIUM

1. Common top terrace.
2. Staircase.
3. Lift and lift duct.
4. Water tank on ground floor and over head tank.
5. Septic tank.

SIGNED, SEALED AND DELIVERED BY

THE PROMOTERS/VENDORS

SQUARE ESTATE,

Through its partner

MR. JAGDISH DATTATRAYA SONAR

SIGNED, SEALED AND DELIVERED

BY THE PURCHASERS

In the presence of witnesses:-

1.

2.