

READY RECKNER CHART NO. 1.3.51
RATE FOR CONSTRUCTION RS. 29,900/- PER SQ. MTRS.
CARPET AREA OF FLAT _____ SQ. MTRS.
CONSIDERATION RS. _____
MARKET VALUE RS. _____
STAMP RS. _____ - + SURCHARGE RS. _____
= TOTAL AMOUNTING TO RS. _____
REGISTRATION CHARGES RS. _____
// Shree//

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on
this day of 2018.

BETWEEN

1. Mr.-----, Age - ---- years, occupation- ----- ,
PAN NO. ----- **R/O** At Post- -----
----- (Hereinafter referred to as the **Purchaser**) which
expression shall unless be repugnant to the context or meaning thereof
mean and include his executors, administrators, assigns etc] of the
FIRST PART.

AND

M/s SEJAL BUILDCON PVT LTD., A Company duly incorporated
under the Companies Act through its Director **Mr. RAWBA ANANDA
MORE**, age 44 years, occupation Business and agriculture. **PAN NO.**
AAKCS 9669 J, R/O- Flat No.3 , GBM House,Vasant Vihar Colony,
Opp.Nirmala Convent School, Gangapur Rd, Nashik-422 008 (hereinafter
referred to as **Vendor**) [which expression shall unless be repugnant to
the context or meaning thereof mean and include his executors,
administrators, assigns etc] of the **SECOND PART.**

WHEREAS the Vendor/ Promoter is the absolute & exclusive owner &
otherwise is well & sufficiently entitled to all that piece & parcel of the
land situated at Village NASHIK, Tal. Dist. Nashik, more particularly
described in the first schedule written hereunder and hereinafter refereed
to as the SAID PROPERTY.

AND WHEREAS the Vendor/ Promoter purchased the said property i.e
Plot No. 21 & 22 from the previous owners Mr. Shrikant Gambhirrao
Male And Mrs. Tara Ravaba More & Plot No.23 from Mr. Sandeep Ganpat
Mhatre & 8 Others by a sale deed dated 13.05.2011 And 21.06.2012
which is duly registered at the office of Sub Registrar, Nashik 5 & 3 at Sr.
No. 4144 / 2011 & 6511 / 2012 and name of the Vendor/ Promoter is
mutated in the owners column of the record of rights and as such the
Vendor/ Promoter is competent to develop the said property by
constructing building thereon and sell the super structure as the
Vendor/ Promoter may deem fit and proper.

AND WHEREAS the promoters have accrued a title of absolute
ownership to the said property and they are well seized and possessed of
the same.

AND WHEREAS the said property is free from all or any encumbrances
and the title of the vendor is clear, negotiable and marketable. The said
property is not subjected to any encroachments and there are no tenants
in the said property. The property is not subjected to any attachment or
there is no lis pendance in respect of the said property, the property is
also not subjected to any road widening nor acquisition or requisition by
any Govt. or local authorities.

AND WHEREAS the said property is duly converted to Non Agri. Use under order of Collector, Nashik under No. Maha/ Kaksha/3/4/Bi.She. Pa. Kra./ 50/2008 Dated 16-05-2008 and the said property is from and out of the approved layout which is duly sanctioned by Nashik Municipal Corporation under their letter No. Nagarrachana Vibhag/ Antim/Panchvati / C-1/70 Dated 30-11-2009.

AND WHEREAS the Vendor/ Promoter prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under commencement certificate NO.LND/BP/C1/646/15282 Dated-08/02/ 2018 and as per the building plan the Vendor/ Promoter has commenced the construction on the said property and proposes to construct a building consisting ten FLAThereinafter referred to as the SAID BUILDING.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land "SEJAL GLORY APARTMENT".

AND WHEREAS the Purchaser / Purchaser / allottee is offered an Apartment bearing number _____ (herein after referred to as the said "Apartment") in the Building called "SEJAL GLORY APARTMENT" (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule/ Annexure A written hereunder.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects/Engineer and such Agreement is as per the Agreement prescribed by the Council of Architects/Engineer

AND WHEREAS the Promoter has registered the Project under the provisions of the RERA with the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under Registration No. _____ have been annexed and marked Annexure F.

AND WHEREAS the Promoter has appointed a structural Engineer Mr. Ramesh Bhaskar Wagh for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser / Purchaser / allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser / allottee, the Promoter has given inspection to the Purchaser / allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate **(Regulation and Development) Act 2016 (hereinafter referred to as "the said Act")** and the Rules and Regulations made there under;

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

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser / allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the Promoter has accordingly commenced the construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the purchasers has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality stands of product/ fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the purchasers has now agreed to the same as conditions mentioned in these contracts and that the purchasers agrees to abide by the same failure of which shall absolve the promoters to that extent.

AND WHEREAS the Purchaser / allottee has applied to the Promoter for allotment of an **Apartment No. _____ in the building "SEJAL GLORY APARTMENT "**.

AND WHEREAS the carpet area of the said Apartment is **CARPET AREA** _____ **SQ. MTRS.** and "carpet area" as per **RERA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser / allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser / allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Purchaser / allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure G.

AND WHEREAS notwithstanding anything stated in any other document/ allotment / letter given or communicated with the purchasers anytime prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said premises is agreed to be sold to the purchasers.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of allotted in respect of his premises in the said project.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Purchaser / allottee has paid to the Promoter a sum of **Rs.** _____ **(Rupees** _____ **only)** by **Cheque** _____ **drawn on** _____ **Bank, Dated** _____ being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser / allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Purchaser / allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser / allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS the Purchaser / allottee has independently verified the title of the said land, building plan, the specifications and amenities to be provided in the said building and common facilities as detailed by the promoter and the Purchaser / allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter/vendor.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser / allottee hereby agrees to purchase the Apartment and the garage/covered parking(if applicable) as described herein after.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s **consisting of ---- FLAT** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present. Provided that the promoter shall have to obtain prior consent in writing of the Purchaser / allottee in respect of variations or modifications which may adversely affect the apartment of the Purchaser / allottee except any alteration or additions required by any Govt. Authorities or due to change in law.
1. a (i) The Purchaser / allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser / allottee **FLAT No. _____ admeasuring _____ Sq. Mtrs. Carpet area and in usable area of Balconies/ utility / C/B/ Terrace/Otta, Porch/ Porch Terrace admeasuring _____ Sq. Mtrs.** in the said building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C for the consideration of **Rs. _____ and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.**
- 1(b) The total aggregate consideration amount for the apartment is **Rs. _____.**
- 1(c) The Purchaser / allottee has paid on or before execution of this agreement a sum of **Rs. _____ - (Rupees _____) only by Cheque drawn on _____ Bank Dated _____** as advance payment or application fee and hereby agrees to pay to that the Promoter the balance amount of **Rs. _____ (Rupees _____) only** in the following manner :-
 1. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of plinth of the building or wing in which the said apartment is located.
 2. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the first slab of the building or wing in which the said Apartment is located.
 3. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the second slab of the building or wing in which the said Apartment is located.

4. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the brick work, fitting of window grills, M.S. French Door, etc. of the building or wing in which the said Apartment is located.

5. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the external and internal plastering work of the building or wing in which the said Apartment is located.

6. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the plumbing work, tiles of toilet, kitchen platform and flooring of the building or wing in which the said Apartment is located.

7. Rs. _____ - (Rs. _____ only) to be paid to the Promoter on completion of the remaining finishing work like fitting of door shutters, sliding windows, colouring, , light fitting, fitting of pump set, flooring of parking and garden work, of the building or wing in which the said Apartment is located.

8. Rs. _____ - (Rs. _____ only) against and at the time of handing over of the possession of the Apartment to the Purchaser / allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser / allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser / allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Purchaser / allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the Purchaser / allottee's request.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser / allottee by discounting such early payments as the Promoter and Purchaser / allottee may decide for the period by which the respective instalment has been preponed.

- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser / allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser / allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser / allottee. If there is any increase in the carpet area allotted to Purchaser / allottee, the Promoter shall demand additional amount from the Purchaser / allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser / allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser / allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Purchaser / allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein, the purchasers shall not be claim possession of the said premises the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, GST and other taxes payable under this agreement of the said premises to the promoters.

Howsoever for the purpose of defect liability on towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase/ wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall

waive his right to enforce the defect liability on and towards the promoters.

2.2 Time is essence for the Promoter as well as the Purchaser / allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser / allottee and common areas to association of the Purchaser / allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allote shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ----- **square meters** only as per the Development Control Regulation.

4.1 The promoter has made full and true disclosure of the title of the said land as well as encumbrance, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the Purchaser / allottee/ nature of its right, title and interest or right to construct building/s and also give inspection of all documents to the Purchaser / allottees, as required by the law. The Purchaser / allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into this agreement.

4.2 If the Promoter fails to abide by the time schedule for completing the project and handing over the Plot to the Purchaser / allottee, the Promoter agrees to pay to the Purchaser / allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser / allottee, for every month of delay, till the handing over of the possession. The Purchaser / allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser / allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser / allottee(s) to the Promoter.

4.3 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at

the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till has have been paid by the Purchaser / allottee to the promoter.

- 5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6 **POSSESSION** - The Promoter shall give possession of the Apartment to the Purchaser / allottee on **or before** ----- . If the Promoter fails or neglects to give possession of the Apartment to the Purchaser / allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser / allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of -

- i. Non-availability of steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.
- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.
- xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could

not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the allotment within 60 days from that date. After any refund of the money paid by the Purchasers, Purchasers agrees that he/she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.2 The Purchaser / allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Purchaser / allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Purchaser / allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser / allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Purchaser / allottee. In case the Purchaser / allottee fails to take possession within the time provided in clause 7.1 such Purchaser / allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser / allottee, the Purchaser / allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at

his own cost and in case it is not possible to rectify such defects, then the Purchaser / allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Purchaser / allottee shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser / allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of the works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

That it shall be the responsibility of the Purchaser / allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement /epoxy to prevent water seepage.

That the Purchaser / allottee has been made aware and that the Purchaser / allottee expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variations in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser / allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structures built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 8 The Purchaser / allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of **residence**. He shall use the parking space only for purpose of keeping or parking vehicle.
- 9 The Purchaser / allottee along with other Purchaser / allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser / allottee, so as to enable the Promoter to register the common organisation of Purchaser / allottee. No objection shall be taken by the Purchaser / allottee 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 as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the association of apartment owners or within three months from the completion certificate from Nashik Municipal Corporation whichever is later cause to be transferred to the association all the right, title and the interest of the Vendor/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser / allottee that the Apartment is ready for use and occupancy, the Purchaser / allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser / allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser / allottee further agrees that till the Purchaser / allottee's share is so determined the Purchaser / allottee shall pay to the Promoter provisional monthly contribution of **Rs. -----/- per month** towards the outgoings. The amounts so paid by the Purchaser / allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The above amount of consideration does not include the following expenses which the Purchaser / allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. NIL for share money, application entrance fee of the association.

(ii) **Rs. -----/-** for formation and registration of the association.

(iii) Rs. NIL for proportionate share of taxes and other charges /levies in respect of the association.

(v) **Rs. _____** Towards the proportionate expenses of installation charges for common water meter, and electric meter, individual electric meter, connection, proportionate amount

towards the MSEB ORC charges and deposit and installation charges, etc. and common water meter connection charges.

11. The Purchaser / allottee shall pay to the Promoter a sum of **Rs. ---** -----/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser / allottee shall pay to the Promoter, the Purchaser / allottees' share of stamp duty and registration charges payable, by the said association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser / allottee shall pay to the Promoter, the Purchaser / allottees' share of stamp duty and registration charges payable, by the said association on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

The Promoter hereby represents and warrants to the Purchaser / allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable

- laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser / allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser / allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment / Plot] to the Purchaser / allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser / allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser / allottees;
 - x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.
 - xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13.1 It is further agreed by and between the parties that the Promoters shall not be liable to pay the adhoc maintenance charges for the UNSOLD premises till final conveyance of the said UNSOLD premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organization the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s

and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

14. The Purchaser / allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Purchaser / allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser / allottee in this behalf, the Purchaser / allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser / allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser / allottee committing any act in contravention of the above provision, the Purchaser / allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written

permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser / allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser / allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser / allottee to the Promoter under this Agreement are fully paid up.
- x. The Purchaser / allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser / allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser / allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser / allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to make any changes in elevation such as enclosures in terraces, balconies, dry balconies, addition of grills, etc. and installations of dish antennas without the permission of the vendor.
- xiv. Not to change the windows, window grills, railings of the said flat.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser / allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser / allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser / allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser / allottee until, firstly, the Purchaser / allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser / allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser / allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date

of its receipt by the Purchaser / allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser / allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser / allottee, application of the Purchaser / allottee shall be treated as cancelled and all sums deposited by the Purchaser / allottee in connection therewith including the booking amount shall be returned to the Purchaser / allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/ building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / ALLOTTEE /SUBSEQUENT PURCHASER / ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser / allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment / Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser / allottee has to make any payment, in common with other

Purchaser / allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment] to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser / allottee, in Nashik after the Agreement is duly executed by the Purchaser / allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

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

27. That all notices to be served on the Purchaser / allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser / allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

PURCHASERS NAME AND ADDRESS

MR. _____
R/o. _____
Notified Email ID : _____

PROMOTERS NAME-

M/s SEJAL BUILDCON PVT LTD., A Company duly incorporated under the Companies Act through its Director Mr. RAWBA ANANDA MORE, R/O- Flat No.3 , GBM House,Vasant Vihar Colony, Opp.Nirmala Convent School, Gangapur Rd, Nashik-422 008 Notified Email Id : sejalbuildconpvtltd@gmail.com

It shall be the duty of the Purchaser / allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

deemed to have been received by the promoter or the Purchaser / allottee, as the case may be.

28. JOINT PURCHASER / ALLOTTEES

That in case there are Joint Purchaser / allottees all communications shall be sent by the Promoter to the Purchaser / allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser / allottees.

29. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser / allottee.

30. DISPUTE RESOLUTION :-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the **RERA** Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the **Nashik** courts will have the jurisdiction for this Agreement

32. The Promoter has informed the Purchaser / allottee and the Purchaser / allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a] The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b] Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c] The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d] The car parking area shall not be enclosed under any circumstances.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **Nashik** in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of property bearing S.No. **S.No. 82 / 1A** bearing Plot No. **Plot No. 21, 22 & 23** admeasuring serially 223.47 , 207.00 and 207.00 Sq. mtrs **total admeasuring 637.47 Sq. Mtrs.** situated at **NASHIK**, Taluka and District **Nashik**, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Jointly Bounded as follows:-

On or towards East	-	Plot No. 28,29,& 30.
On or towards West	-	7.50 meter wide road,
On or towards South	-	7.50 meter wide road,
On or towards North	-	Plot No. 24.

SCHEDULE A / SECOND SCHEDULE OF THE SAID APARTMENT

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **FLAT No. _____** **CARPET AREA** admeasuring _____ **SQ. MTRS.** and absolute ownership in unsaleable area of Balconies/ utility / C/B/ Terrace/Otta / Porch/ Porch Terrace admeasuring _____ **Sq. Mtrs.** alongwith the _____ **Sq. Mtrs.** of Land which includes the land below the FLAT and the surrounding marginal open space in "**SEJAL GLORY APARTMENT**", the said FLAT bounded as follows:

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

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

ANNEXURE A
TITLE CERTIFICATE

ANNEXURE B -
7/12 EXTRACT

ANNEXURE C
LAYOUT

ANNEXURE D
BUILDING PLAN

ANNEXURE - E

AMENITIES TO BE PROVIDED IN THE FLAT

01. Good quality earthquake resistant RCC framed structure.
02. External wall 6" and internal 4" thick brick masonry walls.
03. External double coat sand face plaster and internal neeru finish.
04. concealed plumbing with standard C P Fittings.
05. Good quality (24x24) vitrified tiles flooring in entire flat.
06. Aluminum powder coated sliding windows with one mosquito net and safety MS grill.
07. Marble sill patti to all windows.

08. Kitchen will be fitted with Granite platform of 8' RFT long with stainless steel sink and 4' glazed tiles Dado (Up to lintel level) in kitchen.
09. Concealed electrification in entire Flat. 3 points and plug in each room.
10. Double Coat external plaster with Asian apex acrylic paint , Neeru finish internal Plaster with Oil bond distemper paint.
11. Decorative main door with night latch, All flush doors shutters and PVC doors for WC and bathroom.
12. Bath dado tiles up to 7' ft in Bath and WC . Doors in RCC frame, Bath and WC have concealed plumbing with good quality fitting and wall mixture .

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED
HEREINABOVE.**

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S SEJAL BUILDCON PVT. LTD.,
THROUGH ITS DIRECTOR
MR. RAWBA ANANDA MORE -----
(VENDOR/ PROMOTER)

SIGNED SEALED AND DELIVERED }
BY THE WITHIN NAMED }
MR. -----
[PURCHASER/ ALLOTTEE/S]

WITNESSES: -

1. ----- 2. -----