AGREEMENT FOR SALE

Agreement for Sale made at Sinnar on this_____day of_____, in the year201_.

BETWEEN

M/S VIVEK CONSTRUCTION,

Prop. SHRI. DIPAK BHAGWAN MOULE,

Pan No. AFFPM1368F,

Age: 48 Years, Occ- Business,

R/o- "Sulochana Bhagwan",

Ashok Nagar-B,

Near Saptshrungi Mandir,

Satpur, Nashik. 422012.

(Hereinafter called "**THE PROMOTER"**which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title, executors, administrators, legal heirs, authorized representatives and assigns) of the **FIRST PART:**

AND

1. MRS…….., daughter of …….. and wife of Mr……., aged …….years, married, Service, holding **PAN** Card No……., **Aadhaar** card No.……., **Mobile No……** and her husband,

2. MR…….., son of ……., aged ……. years, married, Service, holding **PAN** Card No……., **Aadhaar** Card No……, **Mobile No. ……..,** hereinafter called the **"THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) of the **- SECOND PART**

WHEREAS the Promoters is the Original Land Owners and absolutely seized & possessed of or otherwise well and sufficiently entitled to the properties bearing Plot No. 47, area admeasuring 240 Sq.mts. and Plot No. 48, area admeasuring 240 Sq.mts. **total area admeasuring 480 sq.mts,** out of Survey No. 980/4 + 14 (Previous Survey No. 1237) from **Sinnar**, Tal.- Sinnar, Dist- Nashik, within the limits of Zilha Parishad Nashik & Sinnar Municipal Council and more particularly described in the FIRST SCHEDULE hereunder and hereinafter referred to as **"The project land";**

AND WHEREAS the Promoter had purchased the concerned Plot No. 47 and 48 from Shri. Dinesh Vasant Borase, Shri. Suresh Gangadhar Boraste, Shri. Rajendra Abhiman Pawar & Shri. Suresh Gangadhar Boraste vide Sale Deed Registered in the office of Sub-Registrar, Sinnar, dated 27.02.2018 at Serial No. 811/2018.

AND WHEREAS the said property converted into Non-Agriculture purpose by The Sub Divisional Officer, Niphad, bearing No. JAMA/NA/SR/234/2011, Niphad dated 04.11.2011;

AND WHEREAS the said Promoters/s have accordingly commenced a Residential scheme/project known as **"SULOCHANA HEIGHTS"** with various Residential Flats on the said property pursuant to the plans duly sanctioned by the concerned local authority;

AND WHEREAS the Sinnar Municipal Council have accordingly issued a Construction License bearing No. BPA/00166/2017-18, dated 16.02.2018.

AND WHEREAS the title of the said Building in respect of the

said property has been certified by legal advisor of the said Promoters/s i.e. Adv. Sunil Rambhau Sasle, Off no 231/A, second floor, Meghdut shopping Center, Opp. CBS, Nashik, dtd 12/3/2018.

AND WHEREAS the Promoters herein has entered into standard agreement with Architect Navnath Patil duly registered with the Council of Architects;

AND WHEREAS the Promoters has registered the project under provisions of the Act with the Real Estate Regulatory Authority at _____no_____; authenticated copy is attached;

AND WHEREAS the said Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase a Flat No. ----- on the Floor as per the booking plan which is made on the basis of the building plans of ER. ---------- which is sanctioned by Sinnar Municipal Council stated herein above in the said building (hereinafter referred to as the said "Flat / Premises") more particularly described in Schedule A appearing hereafter, on

ownership basis for the price & on the terms & conditions herein after appearing;

AND WHEREAS the Purchaser/s confirm/s that the said Promoters have given inspection of originals of all the aforesaid documents as well as all necessary information promptly to the Purchaser/s prior to the date of entering into these presents;

AND WHEREAS the Purchaser/s is/are aware of the fact that the said Promoters/s has/have entered into or will enter into similar and/or separate agreement/s with several other person/s and party/ies in respect of other flats/premises in the said building on the said property;

AND WHEREAS relying on the Purchaser/s representation and assurance, the said Promoters/s herein has agreed to sell and the Purchaser/s herein has agreed to purchase a premises more particularly described in **Schedule A** hereunder and as delineated and identified in **Schedule B** and **Annexure D** hereunder at or for the total consideration as detailed and hereunder written.

AND WHEREAS relying upon the said request, the said Promoters/s agreed to sell to the Purchaser/s the said Premises for the price and on the terms & conditions hereinafter appearing;

AND WHEREAS as per statutory requirements, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. 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 Allottee hereby agrees to purchase the said Flat/ Premises and the garage/covered parking (if applicable).

AND WHEREAS the carpet area of the said Apartment is _____square meters and "carpet area" 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition

walls of the apartment.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____no._____

NOW THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONSTRUCTION AND DEVELOPMENT OF THE SAID SCHEDULE-IPROPERTY.

The Promoters/s herein have commenced the construction work of the Building on the said First Schedule as per the layout plan approved under the project known under the name and style as **"SULOCHANA HEIGHTS"** which consist of Ground/ stilt and Three Upper Floors. The Promoters herein is developing the said property in accordance with the plans, designs, specifications approved by the concerned Local Authority and which have been

seen and approved by the Purchaser/s with only such variations and modifications as Promoters may consider necessary or may be required and mandated by the concerned Local Authority.

2. AGREEMENT AND CONSIDERATION

A. Subject to the other terms and conditions herein and relying on the Purchaser/s representation/s and assurance/s, the Promoters herein has agreed to sell the **Flat No.--------,** admeasuring Carpet Area **-------- Square Meters** together with **Adjacent Terrace / Garden Area / Balcony (as may be applicable)** admeasuring area about **Square Feet i.e._____ Square Meters**, situated on_____**Floor**, in building/Wing "..... " in the Project named as **"SULOCHANA HEIGHTS"** being constructed on the said property more particularly described in First Schedule hereunder written and the Purchaser/s has/have agreed to purchase the same (hereinafter called and referred to as the **'Said Flat/Premises'**, for the sake of brevity and convenience which is more particularly described in **Schedule A** hereunder written) at or for total lumpsum consideration of **Rs._ _____/-(Rupees_____Only)**and this amount is inclusive of the price for the carpet area of the said flat and Proportionate share

in the common areas and amenities but excluding all other expenses, charges and statutory separately mentioned herein below.

B. The Allottee has paid on or before execution of this agreement a sum of Rs_____(Rupees _____only)(not exceeding 10% of the total consideration) as advance payment or application (booking) fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

(The payment and receipt whereof the Promoterss do hereby admit and acknowledge). **If applicable to the transaction envisaged herein,** the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/- . The Allottee hereby agrees to purchase from the Promoter and the Promoter

hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at

Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._/-

C. The above mentioned price is a Flat price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said flat, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST), any other incidental and applicable Indirect Tax etc., which will have to be paid by the Purchaser/s to the Builder or concerned authority separately.

D. The Purchaser/s herein shall pay the aforesaid agreed consideration to the Promoters herein under

terms of the dealarrived at between them in the manner as detailed hereunder:

PAYMENT SCHEDULE

Particulars	**Percentage**	**Amount (in Rs.)**
At the time of booking	10%	
Immediately **upon and after** execution and registration of Agreement to Sell	10%	
After completion of Plinth or wing	10%	
After completion of 1st Slab	10%	
After completion of 2nd Slab	10%	
After completion of 3rd Slab	10%	

After completion of Terrace Slab	10%	
After completion of Brickwork	10%	
After completion of Plaster	05%	
After completion of Flooring	05%	
After completion of Plumbing, Painting &Possession	10%	

E. Apart from the above consideration amount the Purchaser/s herein has/have agreed to pay 12% towards GST of the said Agreement Value to the Promoters herein. However if, anytime in future the Government of India implements Goods and Service Tax or any other incidental indirect / direct tax/es, then the Purchaser shall be liable to pay the Goods and Service Tax and or other

taxes as per the prescribed rate notified by the said Government. However, the current rates may vary from time to time as per the notifications issued by the Government and the Purchaser/s shall pay the same accordingly.

F. The Purchaser/s herein shall pay the aforesaid amount on the due date or within seven days from the Promoters giving the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/ have committed breach of this Agreement and in such case the Promoters shall be entitled to take necessary action against the Purchaser/s. The Purchaser/s agree/s not to question or challenge the said consideration, the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

G. Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoters for such advance payments

made by the Purchaser/s or Housing Finance Companies/Banks etc.

H. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s 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 this Agreement.

I. The Total price is escalation-free, save and except

escalations 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 Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters 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, which shall only be applicable on subsequent payments.

3. MODE OFPAYMENT

The Purchaser/s shall make all the payments by RTGS (IFSC CODE , MICR_____), demand draft or by local 'A/C Payee' cheques drawn in favour of '**_____Bank A/c No._____**' payable at _____or at par at these stations. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoters's banking account, the Promoters shall give effect of the same to the account of the flat

Purchaser/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

4. CONDITIONS OF SANCTIONING AUTHORITY

It is hereby agreed that the Promoters and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Local Authority at the time of sanctioning or revising the plans or any time thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser/s, obtain from Local Authority Occupation and/or Completion Certificate in respect of the Flat.

5. DELAY IN PAYMENT

Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due dates and other expenses, the Purchaser/s shall be bound and liable to pay interest at the rate of 2% + prevailing highest MCLR rate of State Bank of India, on all the amounts which become due and payable by the Purchaser/s to the Promoters till the date of actual payment. Provided that tender of the principle

amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters.

6. REVISED SANCTIONED BUILDINGPLAN

A. The Purchaser/s hereby give/s his/ her/ their irrevocable consent to the Promoters herein to make such alteration, modifications, revision in the sanctioned plan/s of the said building/s as the Promoters in its sole discretion thinks fit and proper provided the Promoters has obtained consent from at least 2/3 rd Purchaser/s and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the Local Authority, Planning Authority, Competent Authority or Government or any officer of any local authority wherein the consent from Purchaser/s is not required.

7. CALCULATION OF THE AREA OF THE FLAT

A. The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive of attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Flat. Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.

B. Structural elements like columns/ shear walls etc, as designed by the licensed structural engineer, are excluded from the carpet area and **may not be modified** by flat owner. The structural engineer, may if deemed fit are sanctioned to make minor modifications to the sizing of these elements within the construction period of the project for the purpose of enhanced structural stability of the project as per provident IC codes column reduction is not considered.

8. USE OF SAID FLAT

The Purchaser/s shall use the said Flat and every part thereof and/or permit the same to be used only for the purpose of Residence.

9. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this Agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the Local Authority, State and/or Central Government including Environment Department etc. at the time of sanctioning of the plans or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received from the Sinnar Muncipal Council and the Purchaser pays all dues, advances, deposits, etc. payable under this Agreement in respect of the said Flat to the Promoter and has signed the Possession documents, Bonds, Receipts, etc. After receipt of the Completion Certificate from

Sinnar Muncipal Council the Promoter / Promoters shall be free from any liability in case of any addition and/or alteration to the Flat/Building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchaser/s / Association, any event of force majeure and any Act of God.

10. POSSESSION OF THE SAID PREMISES

A. The Promoterss shall give possession to the Purchaser/s of Flat on or before_____ to the Purchaser/s and after receipt of final consideration amount along with all other amount such as GST, all statutory dues and taxes and Maintenance Charges etc. from the Purchaser/s. It is specifically understood between the parties hereunto that on the purchaser/s fulfilling his/ her/ their part of the agreement, the said possession shall be confirmed, on receipt of the Completion Certificate from the Local Authority.

B. If the Promoters fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under Section 18 of Real Estate (Regulation

and Development) Act, 2016 then the Promoters shall be liable, on demand, to refund to the Purchaser/s the amount already received by the Promoters in respect of the said flat with2%+ prevailing highest MCLR rate of State Bank of India, from the date the Promoters received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the Promoters to the Purchaser/s, within 45 days of such demand. However, the Purchaser/s shall have no charge on the said flat, of whatsoever nature. Provided that the Promoters shall be entitled to reasonable extension of time for giving possession of the said flat by the aforesaid period, if the construction and completion of said flat or the said building/s in which the said flat is situated is delayed on account of :

i) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any Act of God or any prohibitory order of any Court against development of the said plot; or

ii) any notices, orders, rules or notification of the Government

and/or other public or Competent Authority; or

iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

iv) delaying ran to fany NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/premises/road or Completion Certificate from the appropriate authority; or

v) Any stay or injunction order from any Court;

vi) Pendency of any litigation; or

vii) In case of delay or default in payment of dues by the Purchasers under these presents.

C. Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/ amenities provided. Thereafter the Purchaser/s shall not be entitled to make any

complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Purchaser/s after receiving the possession of the said Flat has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, FD Doors, Aluminum Windows, etc. is noticed in the said Flat, the Purchaser/s shall inform/intimate the Promoters herein immediately and the Promoters shall be the responsible to repair such defects at its own cost. The Promoters shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Purchaser as to his/her/its satisfaction regarding the same.

D. After the possession of the Flat/ Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any / Cantonment Board / Statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the other Purchaser/s of the Flats and /or the Ultimate Organization in the said Building/s at their own costs and the Promoters shall not be in any manner liable or responsible for the same provided the Promoters has

duly discharged its duties in all aspects and that it is out of purview of Promoters duties and responsibilities under these presents.

E. The Promoters shall give possession of the Said Flat to the Purchaser/s on or before the date prescribed herein above and on receiving all the dues payable by the Purchaser/s to the Promoters, if any. The Purchaser/s hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the Said Flat at such early date from the Promoters herein and, as such, hereby admits and undertakes to make payment of full consideration in respect of the Said Flat and all other amounts payable by the Purchaser/s in respect of the Said Flat at such early date, in the event the Promoters is able to expedite the development of the Said Flat and handover the possession of the same at such early date. It is clarified that in the event the builder provides the possession of the Said Flat to the Purchaser/s at such early date, then such early date on which the Promoters offers the possession of the Said Flat shall be construed as the possession date under this agreement and not otherwise. However, the

Purchaser/sis/are well aware of the fact that regarding possession of the said Flat, if the Purchaser/s delays in acquiring possession for whatsoever reason, he/she/they shall be liable to pay interest/penalty in respect of handling charges amounting to a sum equivalent to balance (pending) consideration (if any) with interest thereupon together with actual maintenance charges incurred and the prevailing rental rate calculated on a per month basis for every delayed month.

11. TITLE

A. The Promoters has made full and true disclosure to the Purchaser/s of the title of the said Land as well as the encumbrances, presently known to the Promoters. The Promoters has also disclosed to the Purchaser/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoters has also given inspection of all the relevant documents as required by law. The Purchaser/s having acquainted himself/ herself/ themselves with all the facts and right of the Promoters pertaining to the said Land has entered into this Agreement.

B. The Promoters herein has also requested the Purchaser/s to carry out its own search and to investigate the title of the said Land for that matter any other due diligence activity to be done on its own accord for which all necessary disclosure shall be provided by the Promoters. The Purchaser/s hereinafter has/have investigated the title of the Promoters to the said Land and after being completely satisfied has/have entered into the present Agreement. The Purchaser/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Promoters in respect of the said land and to enter into this Agreement.

12. TAXES AND OTHER LEVIES

A. The levies of any tax/duty/charges/premium/levies/cess/ surcharge / demands / welfare fund or any fund /betterment tax/ sales tax/ transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. by Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial Authority / Quasi Judicial Authority by way of any Statute / rule / regulation / notification / order /

judgment /executive power etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoters then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Promoters from all such levies, cost and consequences.

B. The Purchaser/s shall be liable to pay all taxes (direct/ indirect). The Promoters shall not be liable and / or responsible for payment thereof. In the event, however if the Promoters is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoters together with penalty (if any) and interest from the date of payment by the Promoters. It is agreed that the Promoters shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall be a charge / lien on the said Flat in favour of the Promoters in case of non- payment of amount by the Purchaser/s towards the Service Tax / VAT /GST and / or

any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction(Agreement).

13. OTHEREXPENSES

A. The Purchaser/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and / or the Government (State and / or Central) and / or other Public Authority on account of change of user of the said Flat by the Purchaser/s.

B. It is agreed and understood between the parties herein that the Purchaser/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the Conveyance, Deed of Apartment or any other Agreement. The Promoters shall not be liable to bear the aforesaid expenses for the same.

C. As the Promoters will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said Project, if there is delay in

obtaining the water connection and electricity connections from the concerned department then in that case the Promoters may provide electrical connections/water supply/ power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Promoters shall not be held responsible for the same and the Purchaser/s hereby consent for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Promoters and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Promoters shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings / maintenance charges for which the Purchaser/s hereby gives his/her/their consent.

..... (signature of Purchaser/s)

D. It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Purchaser/s in addition to the consideration and other

charges enumerated herein. The Purchaser/s agree, assure, undertake, affirm and confirm unto the Promoters that he/she/they shall indemnify the Promoters against all claim/s, charge/s, expense/s and loss/es incurred by the Promoters, in case the Purchaser/s fails, neglects or avoids to make the payments mentioned in this Agreement.

E. That any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoters under this Agreement **(if applicable)** shall be acknowledged/ credited by the Promoters, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Flat, if any such Certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the purchaser producing such Certificate within 4 months of the Possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoters shall be entitled

to appropriate the said Deposit against the receivable from the Purchaser/s.

F. The Purchaser/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date of handing over possession of his/her/their flat, whichever is earlier, the proportionate share of outgoings in respect of the Local Taxes, Betterment charges or such other levies by the concerned Local Authority and/ or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities, in respect of said land and building/s.

14. MAINTENANCE AND OTHER PERTINENTCHARGES

A. The Purchaser may make note of the following payments to be made:

Particulars	**Amount (in Rs.)**
Towards MSEDCL Charges	**----------/-**
towards Apartment maintenance deposit covering provisional outgoing for common municipal taxes, common water bills, common electric bills, maintenance charges & other expenses	----------/-
Towards membership fees, share money and legal expenses for setting up the said organization herein written	**--------/-**
Towards provisional monthly contribution towards outgoings of society	**----------/-**

B. It is hereby agreed that the Promoters shall maintain the

scheme only out of the advance received from the unit Purchaser/s. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or no payment by the Purchaser/s. It is specifically agreed between the parties hereunto that the Promoters is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, flats, units etc. in the project.

C. Till a separate electric meter or a water meter is installed/allotted by the MSEDCL/P.C.M.C. and any other Local Authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water charges and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat failing which the Promoters shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter.

D. It is specifically agreed between the parties hereunto that

the Promoters shall be entitled to use the aforesaid maintenance charges for payment of water tankers, in case of insufficient water supply from the Local Authority. The Promoters shall not be responsible to bear such expenses.

E. It is further agreed between the parties hereunto that the Flat Purchaser/s or the Ultimate Organization shall be responsible for maintaining all the common areas and amenities after the Promoters discontinues the maintenance or handover the maintenance to the Ultimate Organization. Thereafter, the amenities provided by the Promoters shall be maintained /managed by the Society/Ultimate Organization under proper guidance by hiring skilled and professional people. The Promoters shall not be responsible for any accident, injury or damage to any life or property during maintenance of the common areas and amenities due to improper practices by the Ultimate Organization.

F. The maintenance charges collected from the Purchaser/s shall be incurred on expenses/charges which are basically applicable for Gardens, Lobbies, Elevators, Fire Staircase,

Entrance/Exit of Building, Parking Areas, installation of Central Services such as power light and things that are necessary for the maintenance, safety and existence of the society.

G. The services for the maintenance of the above mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the Promoters herein as and when demanded.

15. FLOOR SPACE INDEX (F.S.I.)

A. The Promoters shall be entitled to load any additional F.S.I. that may be permissible at any time hereafter on the said land and the Purchaser/s give his/her/their irrevocable consent to the same. Similarly the Promoters shall be entitled to float the F.S.I. of the said land in the present project to any other land and vice-versa if so permitted by the concerned Authority/s.

B. In this Agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws.

C. The Promoters shall be entitled to and have right of pre-emption of first right to use the present unutilized and/or additional built-up area/

F.S.I. or by taking and loading T.D.R. (Transferable Development Rights) as and when the same is permitted by way of construction of new building/s or extension of the present building/s.

D. The Purchaser/s has/have given his/her/their irrevocable consent thereof and the Promoters shall be entitled to revise the plans, get them sanctioned from concerned Authority, construct the additional units permitted by concerned Authority and the Purchaser/s shall fully co-operate with the Promoters to enable the Promoters to make any addition/alteration, or structure/s or construct new structure/s on the said Land/Property in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority / Local Body.

..... (Signature of Purchaser/s)

E. Notwithstanding anything contained in this Agreement the Promoters shall be entitled to utilize any balance and/or additional F.S.I. and/or TDR as stated herein above on terraces above the building/s prior to completion of building/s in respect of the said Land.

F. In case the Land or any portion of the said Land is acquired by any authority before execution of the conveyance, then the Promoters alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

16. SPECIFICATION

The specifications of the unit and the fixtures, fittings and the amenities to be provided by the Promoters to the said Flat are described in the **Annexure E** written hereunder. The Purchaser/s also agrees not to make any demand to change the existing plans. The Purchaser/s shall not deem any changes in the plan

of the unit annexed herewith. The Promoters shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser/s.

17. COMMON AND RESTRICTED AREAS:

A. The nature, extent and description of the common areas and facilities, are more particularly described in the **Second Schedule** written hereunder. It is hereby agreed that the areas mentioned in said **Second Schedule** shall be the common areas and facilities. The Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

B. It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Promoters shall be utilized by all the Purchaser/s in the entire project and that the Purchaser/s or the ultimate organization of the Flat holders shall have no right to claim any ownership rights or any other rights there in.

18. DEFECT LIABILITY:

A. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Promoters at his own cost within reasonable time thereof natural wear and tear notwithstanding. Whereas any kind of claim for defective workmanship shall have to be authentic in nature.

B. Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Promoters at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall

not ask for any compensation in respect of expenses borne by him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Promoters such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps, water Purifier, LED Lights, Battery Inverter, Video Door Phones, Fans, False Ceiling etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Promoters. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Promoters herein may have shade variation and the Promoters herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as are provided free of charge by the Promoters to the Flat Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Promoters and hence Promoters is not in any way responsible for damage of the same.

C. Disclosure regarding manufacturer's warranty; The Promoters specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoters is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

D. The Promoters herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the Said Land which Promoters herein are constructing, hence Purchaser/s / unauthorized persons/ any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/ss are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee /

warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the Said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, such society will have absolute authority to expel the member for the Said Flat and dispose of such Flat in market and refund the amount paid by the Purchaser/s to the Promoters herein being consideration of the Said Flat. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

E. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoters themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Purchaser/s, abnormal fluctuations in the

temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Flat or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoters, the defect liability shall become void.

F. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Consulting Engineer / Professional competent to determine the problem and then shall submit a report to state the defects in materials used, in the structure built of the Flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

19. RIGHT TO ALLOT:

A. The Purchaser/s confirms and declares that he/she/ they shall not raise any dispute regarding the aforesaid allotment. The terrace (if any) shall not be enclosed by the said Flat Purchaser/s to whom it is allotted ,till the permission in writing /is obtained from the concerned Local Authority and the Promoters or the Ultimate Organization as the case may be.

B. The Purchaser/s hereby agrees that he/she/they will be granted an exclusive use of parking space on priority basis (preference as per the booking) by the society and the same shall be included in common areas of the society. (if applicable)

20. ULTIMATE ORGANIZATION:

A. It is hereby made clear that the Ultimate Organization of all the Purchaser/s/ Unit holders of the present project will be an apartment association formulated as per statute applicable in this regard.

B. The Purchaser/s shall have no objection for the new purchaser/s to be admitted as members of the Ultimate

Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.

21. CONVEYANCE:

Unless prevented by the circumstances beyond the control of the Promoters, it is agreed that the said land along with the building/s constructed thereon, will be conveyed by the Promoters herein within three months from and after obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible(and if applicable here in) to be utilized on the entire said land as per development control rules of Sinnar (irrespective of previous sanction or not of FSI).

22. COVENANTS BY THE PURCHASER/S

The Flat Purchaser/s himself/herself/themselves with intention to

bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Promoters as follows for the said Flat and also for the Building in which the said Flat is situated.

A. To maintain the said Flat at Flat Purchaser/s own cost in good tenantable repair and condition from the date of Completion Certificate or Possession whichever is earlier and the Purchaser shall not do or cause to be done anything in or to the said Flat or the Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat and/or the building in which the said Flat is situated and the said Flat itself or any part thereof.

B. Not to store in/outside the said flat/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper

floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat is situated or to the said Flat or any fatality on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for all the consequences of the breach.

C. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters, provided that for the defect liability period

such repairs shall be carried out by the Flat Purchaser/s with the written consent and the supervision of the Promoters if deemed necessary among the parties and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the Concerned Local Authority or other Public Authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.

D. Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof, or in or to the Building in which said Flat is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat without the prior written permission of the Promoters and/or the apartment as the case may be. After possession of the said Flat, the Purchaser/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

E. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Land and the

Building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Land and the Building/s.

G. To bear and pay the local taxes, water charges, insurance and such other levies, if any, from the date of handing over possession of said Flat and also pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and/or the Government and/or other Public Authority on account of permitted change of user of the said Flat by the Flat Purchaser/s.

H. The Flat Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the

terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to the Promoters and obtained written consent thereof.

I. The Flat Purchaser/s shall observe and perform all the rules and regulations which the Apartment 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/s and the Flats 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 the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Apartment regarding the occupation and use of the Flat in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

J. Not to obstruct the development work for any reason and in anyway.

K. In the event of the Promoters carrying out any work of additions and/or alterations as per instructions of the Flat

Purchaser/s to keep the Promoters harmless and indemnified from all or any actions if taken by any person or authority or incidentals hereof. The Promoters shall not be bound to obtain Completion/Occupation Certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his/her/its own costs and risk.

L. The Purchaser/s shall use the allotted Flat only for agreed/ sanctioned/ permitted purpose and shall not change the use without prior written permission of the Promoters/ Assignor or Apartment as the case maybe.

M. Not to cause any nuisance to other Flat Purchaser/s and Promoters in any manner whatever.

N. The Purchaser/s shall use the said Flat or any part thereof as per permit and the same to be used only for specific purpose as shown in the sanctioned plan.

O. The Purchaser/s or Occupier/s of the said Flat shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, Lodging Boarding or any illegal

or immoral purpose.

P. The Purchaser/s shall take required permission from the Local Authority for change of use.

Q. The Promoters may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Flat/s to the Purchaser/s hereof and the Purchaser/s shall not be entitled to raise any objection thereto Upon the Flat Purchaser/s taking possession of the Said Flat/s (including the Purchaser/s taking possession of the Said Flat) in such partly completed or portion or floor, the Promoters or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying his/her/their/its Flat. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

23. OTHER CONDITIONS

A. The Purchaser/s is/are well aware of the building plan sanctions received by the Promoters herein as well as proposed sanctions which is to be received in future against balance

FSI/TDR to be purchased/paid FSI or Future Premium/Extra FSI received from Local Authorities (**IF APPLICABLE**). Whereas the Purchaser/s is/are also aware of the Specifications & Amenities to be provided by the Promoters in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned. That the Promoters is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Promoters have not given any verbal commitments to the Purchaser/s herein. The Purchaser/s confirms that he/she/they will not demand any changes of whatsoever nature in the said Flat/Unit which the Purchaser/s intends to book. The Purchaser/s herein is/are aware that the brochure provided by the Promoters is a replica of the proposed project and whereas the actual project will be as naturalistic. The Purchaser/s herein has/have been clearly communicated about the installments of payment to be done as per the Schedule mention hereunder written.

B. That the Purchaser/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Promoters shall provide guidance in paying the said Stamp Duty

and Registration Fees. However in case, the Purchaser is not satisfied and wants to cancel the booking/Agreement then the Purchaser/s herein shall be liable to receive only the amount paid by him/her/them out of the Consideration Amount/Agreement Value. Whereas the Purchaser/s shall be liable to approach to the concerned Authorities for refund of Stamp duty & Registration paid by him/her/them and the Promoters herein shall not be in any way responsible for the same.

C. The Purchaser/s is/are aware that the Promoters will be applying for Water connection on behalf of the Society to the Municipal Corporation after receiving Completion Certificate (as per rules of Sinnar Muncipal Council). However, the authority to sanction the application for waterline lies with Sinnar Muncipal Council as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Sinnar Muncipal Council and therefore The Promoters shall not be held responsible for the supply of water or low pressure of water.

D. The Promoters assures that he would do all the

necessary documentation on behalf of the Ultimate Organization /Society / Apartment Complex for acquiring Electricity Connection which shall be provided by MSEDCL. The Promoters herein assures that he would obtain the sanction regarding the same before possession. However, the Purchaser/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of Electric meters with MSEDCL etc.). If such situation occurs, the Purchaser/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Promoters by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Purchaser/s.

E. The Promoters herein is aware that he is required to provide Drainage line to the Society which shall be connected to drainage line of Sinnar Muncipal Council, and the same shall fall under the terms and conditions of Sinnar Muncipal Council. However, if the SMC drainage line is delayed due to any reason not attributable to Promoters or beyond its control, in such case the Promoters shall make necessary arrangements at the cost of the Purchaser/s.

F. The Purchaser/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.

G. It is specifically understood that the brochure/s published by Promoters from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a flat, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/ amenities are not agreed to be developed or provided.

H. The Purchaser/s is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Purchaser/s shall have no objection/ complaints whatsoever on the account.

I. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation/flat/garage/car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be

permitted by Law or by Local Authority in the concerned locality.

J. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers, authorities and right of the accommodation to Purchaser/s herein shall be always subject to the Promoters over all right to dispose of unsold flats and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold flats / tenements / units the Promoters herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoters or the new incoming Purchaser/s be liable and required to pay any transfer charges, premium, etc.

K. The Purchaser/s authorizes and empower the Promoters to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Flat in the name of Purchaser/s, Municipal Assessment of the said Flat in the name of Purchaser/s. The Purchaser/s undertakes to bear all the

expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year, even if the possession of the said Flat is taken later.

L. The Purchaser/s understands that the work of the development and construction on the said Land by the Promoters may continue even after grant of possession of the said Flat to the Purchaser/s. The Purchaser/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

M. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flat or of Building/s or a part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all common, area and facilities as described herein below will remain the property of the Promoters until the conveyance.

N. Any delay tolerated or indulgence shown or commission on the part of the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters of any breach or non- compliance nor shall the same in any manner prejudice the rights of the

Promoters.

O. The Promoters has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters other than the terms and conditions expressly provided under this Agreement.

P. The Purchaser/s herein represents, assures and declares that neither the Purchaser/s nor the members of the family are debarred or disentitled to acquire the said Flat under any statute, notification, and rule for the time being in force.

Q. The Purchaser/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoters to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

R. The Promoters herein may, if necessary and duly approved, be constructing the building/s on the said Land in phases and Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the

construction in any manner.

S. The Promoters shall have a first charge and/lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

T. The Promoters shall be entitled to allot by way of lease or license a portion of the said Land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.

U. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Flat by the Promoters to the Purchaser/s herein, it will always be presumed that, the Promoters had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favor of such society in which the Purchaser/s herein will be member in respect of the Said Flat, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the

construction, sale, management and transfer) Act, 1963 and rules made there under and The Real Estate (Regulation & Development) Act, 2016 and rules made there under. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Builder.

v. If necessary, The Purchaser/s hereby irrevocably authorizes and empowers the Promoters to represent him before the concern authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the Promoters in this regard shall be binding on the Purchaser/s. The Promoters shall represent the Purchaser/s to do all the necessary things in all the departments of the Sinnar Municipal Council, Collector, Government, Semi-Government MSEDCL etc. and the same shall stand ratified and confirmed by the Purchaser/s personal representation in the form of signature, the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

24. RESTRICTION ON PURCHASER/S:

The Promoters has informed the Purchaser/s and the Purchaser/s

is aware that the Purchaser/s of the said Flat shall be subject to all the following conditions:

A. Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure. For that matter any changes done by the Purchaser/s which are not approved and which are not practicable and prudent shall be at the cost and risk of the said Purchaser/s herein.

B. The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat.

25. TERMINATION OFAGREEMENT:

A. If the Purchaser/s herein violates any terms and conditions of this Agreement for whatsoever reason including non-payment of agreed consideration within stipulated period as mentioned

hereinabove then, the Promoters shall have absolute right and authority to terminate this Agreement, after deducting an amount of 10% of the total consideration value towards penalty/compensation, by giving prior notice in writing of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the Agreement and the Purchaser/s herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Purchaser/s herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Purchaser/s under this Agreement towards the said Flat shall also stand cancelled and the Purchaser/s shall have only right to receive the refund of the amount paid out of consideration to the Promoters without any interest or compensation after deducting the aforesaid amount.

B. For whatsoever reason if the Purchaser/s herein desire to terminate this Agreement /transaction in respect of the said Flat then, the Purchaser/s herein shall issue 15 days prior notice to

the Promoters as to the intention of the Purchaser/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said Flat with prospective buyers.

C. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoters and Purchaser/s herein is terminated as stated hereinabove, then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Purchaser/s herein shall stand automatically cancelled.

D. On termination of transaction in respect of the said Flat as aforesaid the Purchaser/s herein shall be entitled to receive the consideration amount paid by him/her to the Promoters after re-dispose of the said Flat by the Promoters as under:

i. If the Promoters is able to dispose off the said Flat for the same consideration or higher consideration as compared to the consideration agreed between Promoters and Purchaser/s herein then, the Purchaser/s is/are entitled to receive and Promoters is bound to pay the entire part consideration paid by the Purchaser/s to the Promoters in pursuance of this Agreement without any interest.

E. If the Promoters able to dispose of the said Flat for a

lesser consideration then the consideration agreed between Promoters and Purchaser/s herein then, the Promoters shall be entitled to deduct such differential amount of consideration from the amount paid by the Purchaser/s to the Promoters towards the consideration of the said Flat and shall refund balance amount without any interest and accordingly the Purchaser/s herein shall be entitled to receive the same. The Purchaser/s is/are not entitled to receive refund of amount paid by the Purchaser/s to the Promoters towards Service Tax, VAT or any other Taxes, Cesses , Stamp Duty, Registration Fee, etc.

F. If the Purchaser/s has/have availed housing loan against the said Flat from any Bank / financial institute, etc. then the Purchaser/s is/are not entitled to receive the aforesaid refund till producing No-Dues Certificate and/or Release Deed executed by such Bank / financial institute for releasing the encumbrance of loan and interest thereon on said Flat.

G. Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this Agreement and transaction between the parties hereto as aforesaid, the Purchaser/s shall only have the right to claim the refund of the amount as stated above on execution of

Cancellation Deed and in such an event all other rights under this Agreement of the Purchaser/share in stands automatically extinguished.

H. This Agreement being registered Agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, the Purchaser has to execute proper Cancellation Deed and admit the execution thereon personally but if the Purchaser on termination as aforesaid, within one month fail to execute the Cancellation Deed and admit the execution personally then for the purpose to execute such Cancellation Deed and admit the execution, the Purchaser/s herein by executing these present, irrevocably nominate, constitute and appoint the Promoters herein for such Cancellation Deed or any other document as may required to cancel this transaction in law on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post by executing these presents the Purchaser for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of the present clause.

26. 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 Laws of India for the time being in force and the Sinnar Court shall have the Jurisdiction to try and entertain the dispute arising out of this Agreement.

27. NAME OF THE PROJECT:

The name of the Project shall be "**SULOCHANA HEIGHTS"** and this name shall not be changed without the written consent of the Promoters.

28. PROJECT FINANCE:

A. The Purchaser/s hereby consent/s and authorize/s the Promoters for raising any finance by way mortgage or the said Land or scheme or any portion thereof, as and when so

deemed necessary by the Promoters. At any stage during the implementation of the scheme the Promoters shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon provide that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said flat agreed to be purchased by him/her/them in terms of this Agreement.

The Purchaser/s may obtain finance from any Bank/Financial institution or any other source for purchase of the Flat, but the Purchaser/s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Purchaser/s ability or competency to obtain such finance and the Purchaser/s will remain bound by the terms of this Agreement. The Purchaser/s hereby agrees that in case he has availed any loan facility for the purchase of Flat, then upon execution and registration of Conveyance Deed in respect of the Flat, the original Conveyance Deed shall be received by the Promoters on behalf of the Purchaser/s from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Flat in accordance with the terms of

grant of the loan.

29. SERVICE OF NOTICE

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Courier, Registered Post, Under Certificate of Posting or Ordinary Post together with e-mail at his/her/their address/s specified in the Title of this Agreement or at the address intimated in writing by the Purchaser/s by registered post after execution of this Agreement. Any change in address / other necessary details has to be duly intimated to the Promoters.

30. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deed, documents etc, which are to be executed by the parties hereto in pursuance of these presents, at the proper Registration Office for registration within four months from the date of execution of this Agreement and on intimation thereof by

Purchaser/s to the Promoters shall not be responsible if the Purchaser/s fails to register the Agreement as mentioned above.

31. It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

32. STAMP DUTY AND REGISTRATION CHARGES

The consideration of the said Flat as agreed between the Promoters and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Flat. The Stamp Duty for this transaction is payable as per the Bombay Stamp Act, 1958 Schedule – I, Article 25. The parties hereto shall be entitled to

get the aforesaid Stamp Duty adjusted, leviable on the conveyance, which is to be executed by the Promoters herein in the name of the Society in which the Flat Purchaser/s will be the member in respect of the said Flat/Accommodation. If additional Stamp Duty is required to be paid at the time of conveyance the same shall be paid by the Flat Purchaser/s.

33. Dispute Resolution

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

The Purchaser/s hereby declares that he/she/they has/have read and fully understood and agreed to the contents of this Agreement and thereafter the same has been executed by the Purchaser/s.

First Schedule (Description of the freehold land and all other details)

All the Piece and parcel of land bearing Plot No. 47, area admeasuring 240 Sq.mts. and Plot No. 48, area admeasuring 240 Sq.mts. **total area admeasuring 480 sq.mts,** out of Survey No. 980/4 + 14 (Previous Survey No. 1237) from **Sinnar**, Tal.- Sinnar, Dist- Nashik, within the limits of Zilha Parishad Nashik & Sinnar Municipal Council which is jointly & commonly bounded as per record of rights

East : by Plot No. 62 & 63,

West : by 09.00 Mtrs Colony Road,

South : by Plot No. 46,

North :by Plot No. 49;

Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof.

Second Schedule

(nature, extent and description of common areas and facilities)

1. Quality RCC Construction

2. External and internal walls in bricks.

3. External walls with sand finish plaster and internal walls with neeru finished plaster.

4. Flooring 2x2 diamond tiles.

5. In bathroom 7 feets glazed tiles.

6. In WC 4 feets glazed tiles.

7. Main door frame will be malesian sag and all other doors will in concrete frame.

8. All doors will be water proof flush door.

9. The doors of bath and WC will fiber doors.

10. Concealed electric fitting.

11. Kitchen ota will in black granite.

12. Internal distemper and external acrylic paint

SCHEDULE 'A'

The flat premises in ongoing scheme/project known as "SULOCHANA HEIGHTS" Apartment having Flat No. ….. , having Carpet Area Admeasuring …… Sq. Mtrs., on the …… Floor, which is bounded as shown below: -

East :

West :

South :

North :

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

Name of the Attorney at Law/Advocate Adv. Sunil Rambhau Sasle, Off no 231/A, second floor, Meghdut shopping Center, Opp. CBS, Nashik, dtd 12/3/2018.

Title Report

Details of the Title Report

The Schedule above Referred to (Description of property- bearing Plot No. 47, area admeasuring 240 Sq.mts. and Plot No. 48, area admeasuring 240 Sq.mts. **total area admeasuring 480 sq.mts,** out of Survey No. 980/4 + 14 (Previous Survey No. 1237) from **Sinnar**, Tal.- Sinnar, Dist- Nashik, within the limits of Zilha Parishad Nashik & Sinnar Municipal Council.

Place:

Dated.....day of 20.....

Signature of Attorney-at-Law/Advocate

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue records showing nature of the title of the Vendor/Lessor/Original Owner /Promoter to the project land).

ANNEXURE -C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - E

(Specification and amenities for the Apartment),

(List of amenities provided)

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

IN WITNESS WHEREOF the SELLER and the PURCHASER have signed this

Agreement of Sale on the day month and year herein above mentioned in the presence of the witnesses:

WITNESSES:

PURCHASER

M/S VIVEK CONSTRUCTION,
Prop. SHRI. DIPAK BHAGWAN MOULE,
R/o- "Sulochana Bhagwan",
Ashok Nagar-B,
Near Saptshrungi Mandir,
Satpur, Nashik. 422012.

PROMOTER

WITNESSES

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