AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Nashik

on this th day of 2018

BETWEEN

Utkarsh Builders & Developers PAN :: AADFU 4623 L

through its Partners

1. Shri. Mayur Sahebrao Tajne

Age : 30 Yrs. Occ. Business.

R/o. Flat No. 8, Motkari Empire,

B Wing, Near Pimprikar Hospital, Govind Nagar, Nashik.

2.Shri. Hemant Yashwant Gaikwad

Age : 30 Yrs. Occ. Business.

R/o. Matoshree Niwas Bunglow, Behind

Mahamarg Bus Stand, Gaikwad Nagar,

Mumbai Naka, Nashik 422 002

Hereinafter referred to as the **Vendor**

(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its all partners, their legal heirs, executors, and administrators etc.) of the First Part.

AND

Hereinafter referred to as the **PURCHASER**

(Which expression unless it be repugnant to its context and/or meaning thereof shall always mean and include his/her respective heirs, legal representatives, executors, administrators and assigns) of

Second Part.

WHEREAS the Vendor is absolutely seized and possessed of a piece of land bearing S. No. 786/2/2 adm. 286 sq.mtrs. situated at Nashik, within the limits of Nashik Muncipal Corporation, Tal. & Dist. Nashik, which is more particularly described in the Schedule hereinafter written, and hereinafter referred to as the said Property.

AND WHEREAS Collector Nashik have granted N.A. permission for S.No. S. No. 786/2/2 adm. 286 sq.mtrs. as per Order No. Mah / Kaksha 3 / 4 / Bi.She.Pa.Kra. / 312 / 2018 dt.4/1/2018.

AND WHEREAS the vendor Utkarsh Builders & Developers, Partner Hemant Yashwant Gaikwad etc., have purchased from Sau. Manisha Chandrakant Khode and Ravikumar Rajaram Kamble as per Sale deed dt. 23/9/2018, registered in the office of SRO Nashik 4 at Sr. No. 6265/2014 accordingly their names were entered into record of rights as per M.E.No. 93961.

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AND WHEREAS as such the vendor has acquired absolute rights to develop the said property and to sell constructed premises to prospective purchaser/s.

AND WHEREAS the title of the vendor to the said plot is clear and marketable and **title certificate** for the same has been issued by Adv. Satish Gaikwad on 22/03/2018.

AND WHEREAS the vendor has appointed Architect registered with the Council of Architects and Structural Engineer for the preparation of the structural design and drawings of the said building. The Confirming party shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

AND WHEREAS the vendor has commenced with the work of construction of building named as **UTKARSH PARK** and specifications thereof are written in Annexure hereinunder and has completed the construction of said building consisting of Ground + Four Floors.

AND WHEREAS the purchaser with an intention to purchase **Flat No. ( )** demanded inspection of the documents hereinabove including the sale deed of vendor, approved plans, permissions etc. and the purchaser is satisfied about the title of the vendor to the said plot, and rights of the vendor to develop the said plot and to sell the constructed and other areas and the purchaser admits to have received the copies of the following documents viz. 1. 7/12 extracts and mutation entries 2. N.A. order, 3. Sale deed 4. Building plans, 5. Title certificate, 6. Plan of premises mentioned in the schedule II hereunder written and as the purchaser admits to have received the copies thereof, which are annexed to this agreement.

AND WHEREAS the vendor undertakes to comply with terms and conditions of sanction orders and get the renewal thereof as and when required.

AND WHEREAS the purchaser wants to purchase the constructed premises bearing **Flat No. ( )** more particularly described in the second schedule of this agreement and hereinafter referred to as the "said premises" for the sake of brevity and the purchaser has approved the specifications for the construction as proposed by the Vendor.

AND WHEREAS the lumpsum price of the said premises is fixed at **Rs. /- (Rs. only)**

excluding expenses as specified hereafter to be borne by the purchaser.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS SHOWN BELOW ::

1) The vendor has completed the construction work of the said building consisting of residential units on the said plot according to the plans,designs approved by the concerned Local Authority and the vendor have reserved his right to amend, alter or revised the approved building plan till the completion of the building as per his choise, the purchaser shall not object the right of vendor to revise the building plan and / or to load extra construction by taking TDR.

2) The purchaser has agreed to purchase said premises and the vendor has agreed to sell the said Flat at or for at **Rs. /- (Rs. only)** and Payment Schedule of the consideration is as under ::

Amount Particulars

Amount	Particulars
/-	Rs. only shall be paid by purchaser to vendor by taking loan from any bank or financial institution within one month from the date of this agreement.
/-	**Rs.**

The payment of remaining amount and other amounts within the stipulated period is the essence of the Contract. The vendor is not liable to give any intimation or notice of the installment befcoming due, even oral demand is sufficient.

All the expenses, stamp duty, registration fee, legal expenses, legal advisors fee for this agreement, and the final deed of apartment shall be paid by the Purchaser alone.

This amount of consideration is not include the following expenses which the purchaser need to pay separately to vendor.

* Amount of deposits of Electric Meter, Water Meter, expenses of installation charges for the same etc. The deposit for individual electric meter and purchaser agrees to pay the amount towards the MSEB ORC charges and deposit and installation charges as may be required from time to time and as may be demanded by the Vendor asks for.

* The amount of expenses incurred for registration of the Association of Apartment owners of the entire apartment in building. The purchaser agrees to pay any

such enhancement amount seperately to the Vendor as and when the Vendor asks for.

3) The Carpet area shall be clear dimensions from unfinished wall to unfinished wall including the balcony, cupboards, ottah, Door Jams. No deductions shall be made for structural members of the building like columns, beams, shafts, skirtings, dados in the room, passages, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement. The saleable built up area of the flat is calculated by adding **35 %** to the carpet area as proportionate built up area of staircase, landing and common parking. The area of open terrace shall be calculated as 50 % area of carpet. The purchaser is satisfied about the said conversion and have no complaint about the same. The purchaser is satisfied about the said conversion and salable area allotted to him before signing this agreement.

The consideration of the said flat is mutually agreed as lump sum amount and not on the area of the flat.

4) The Vendor declares that the Floor Space Index available in respect of the said property is in the ratio of 1 : 1 for the plot. In case any FSI / TDR as may be remaining or as may be increased due to any change in the municipal rules, the same shall be available to the Vendor only and the Vendor shall be able to sale or consume the said unused FSI / TDR and except the Vendor nobody shall have right to use the said FSI / TDR and the vendor shall be entitled to construct additional construction as may be approved by the local authority and shall be further entitles to sell the said construction to any third party, the purchaser in the building shall not object or obstruct the Vendor from doing so.

The Vendor hereby declares and purchaser hereby agrees that :

a. The F.S.I. of unsold premises or the premises not constructed shall remain the property of the Vendor. The areas excluding the staircase and landing shall remain the property of the Vendor The right of ownership of terrace on the top of the building shall remain with the Vendor only and the Vendor may deal with the area of the terrace and other areas as he deems fit without affecting the rights of use and easements of the purchaser.

b. Any additional FSI is made available by the authority, the Vendor alone shall be entitled to the benefit thereof, the said FSI will be utilised without damaging the RCC structure of the building and rights of the occupants i.e. Air, Ventilation and Light.

c. The purchaser shall not raise any objection for utilisation of FSI as aforesaid by the Vendor for the construction of additional premises and the sale thereof.

6) It is expressly agreed by the purchaser that time for payment of remaining amount of consideraiton is the ESSENCE of this Agreement. In the event of the purchaser/s making any default of payment of any one installments of the purchase price on the due date, as stated above, the Vendor shall be entitled to terminate this agreement. If the vendor agrees to give further time for the default payment, the purchaser/s agrees to pay to vendor interest at **21 % p.a**. of all amounts, which become due and payable by purchaser/s to the vendor under the terms of this agreement from the date the said amount is payable by the purchaser/s to the vendor.

7) On the purchaser committing default in payment of the amount on due dates on any amount becoming due and payable by the purchaser to the Vendor under this agreement (including his proportionate share of taxes levied by the concerned local authority and other outgoing) or the purchaser's committing breach of any of the terms and conditions herein contained, the Vendor is entitled at his own option to terminate this agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Vendor unless and until the Vendor shall have given to the purchaser fifteen days prior notice (the notice being sent by registered post acknowledgment due or being personally delivered to the purchaser) of his intention to terminate this agreement, and intimating the specific breach or breaches of terms and conditions in respect of which he intends to terminate the agreement and in case the purchaser default in remedying such breach or breaches within the specified period after giving of such notice.

Provided further that upon termination of this agreement as aforesaid, the Vendor shall refund to the purchaser the installments of sale price of the said flat, which may till then have been paid by the Purchaser to the vendor after deducting the expenses incurred. The vendor shall not be liable to pay the purchaser any interest on the amount so refunded and after the termination of this agreement and on refund of the aforesaid amount by the vendor to the purchaser, the vendor shall be at liberty to dispose off and sell the said premises to such person and at such price as the vendor may in his discretion think fit.

8) The fixtures, fittings, and amenities provided by vendor in the said building and flat are those that are set out in Annexure hereto. In case the purchaser needs any

additional amenities, the purchaser shall pay extra charges towards the same. In advance before commencing the extra work. The purchaser will not appoint any other agency or contractor other than the vendor has appointed for the project.

9) The Vendor shall give possession of the flat to the purchaser **within 2 (two) month** from the date hereof subject to full and final payment of consideration amount and other expenses as mentioned in this agreement.

10) The purchaser shall settle the final payment of the flat, the amount of extra work if any, final conveyance charges balanced with the purchaser and take the possession of the flat within 15 days of vendor giving oral or written notice to the purchaser. The purchaser has to pay all the payment before taking possession if he is not able to pay the amount, he will be charged **21 %** interest on the total balance amount till the final settlement of the payment. The purchaser will not get the possession of flat till him settle the final amount with interest.

11) The purchaser shall use the said flat or any part thereof or permit the same to be used only for purpose for which it is legally allowed for.

12) After the flat is ready for use and occupation, the purchaser shall be liable to bear and pay proportionate share (i.e. in proportion to the saleable built up area) of outgoing in respect of said land and building, namely local taxes, betterment charges or such other levies by concerned local authority and Govt. water charges, insurance, common light repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance. The

Purchaser shall pay to the Vendor or the association provisional monthly contribution decided by the Vendor with the ratio declared in the declaration of apartment per month or which ever is required for the maintenance of the total

building towards such outgoing. The purchaser undertake to pay such
provisional monthly contribution of such proportionate share of each and every month in advance and shall not withhold the same for any reasons whatsoever if he do so, his water, electricity and other services will be cut off by the Vendor.

13) At the time of registration of the conveyance purchaser shall pay to the Vendor entire stamp duty and registration charges payable, if any by the said society or limited company on conveyance or any documents or instruments of transfer, in respect of the said land and building to be executed in favour of apartment.

14) The purchaser himself / herself with intention to bring all persons into whose hands over the said flat may come do hereby covenant with the Vendor as follows ::

a) To maintain the said flat at the purchaser's own cost any good tenantable repair and condition from the date of possession is taken and shall not do or suffered to be done anything in or to the building in which the said flat is situated.

b) Not to store 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 said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage the staircases,common passages or any other structure of the building including entrancs of the building and in case any damage is caused to the building on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

c) To carry at his / her own cost all internal and external repairs to the flat and maintain the same in the same conditions, state and order in which it was delivered by the Vendor to the purchaser and shall not do or suffering to be done any thing in or to the building in which the said flat is situated or which may be against the rules and regulations and bye laws of the concerned local authority or other public authority and in the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be liable and responsible for consequences thereof to the concerned local authority.

d) Not to demolish or cause to be demolished the said

premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion,sewers, drains, pipes, in the said premises and appurtenances thereto in good condition. The vendor will not be responsible for any cracks or leakages or damages occurred due to the charges done by any of the purchasers in the building.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the said flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to allow 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 building in which the said premises is situated.

g) To pay to the vendor within 30 days of demand by the vendor his share of security deposit, demanded by the concerned local authority, or the Government for giving water, electricity or any other service connection to the building in which the said flat is situated.

h) To bear and pay increase in local taxes,water charges, insurance, N.A. tax and other such levies, if any, which are imposed by the concerned local authority on account of change of user of the flat by the purchaser viz. user of the purpose other than for residential purpose.

i) The purchaser shall not without written consent of the vendor let,sub-let,transfer, assign or part with 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 purchaser to the Vendor under this Agreement are fully paid and only the purchaser had not been guilty or breach of or non observance of any of ther terms and conditions of this Agreement.

j) The purchaser shall observe and perform all the rules and regulations which the Association 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 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 shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the said flat in the building and shall pay and contribute out-goings in accordance with the terms and condition of this agreement.

15) The Vendor shall have a right and paramount lien and charge on the said premises in respect of any amount not paid by the purchaser under the terms and conditions of this agreement.

16) If the purchaser neglects, omits or fails for any reason whatsoever to pay to the vendor any part of the amount due and payable to the vendor by the purchaser under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time limit specified or if the purchaser shall in any other way fails to prefer or observe any of the covenants and stipulations herein contained or referred to, the vendor shall be entitled to re-enter upon and resume the possession of the said premises and everything whatsover therein and this agreement shall cease and stand terminated subject to the clauses mentioned above. The purchaser herein agrees that on the vendor's re-entry on the said premises as aforesaid, all the rights, title, and interest of the purchaser in the said premises and under this agreement shall cease and that the purchaser shall also be liable for immediate ejectment as trespasser.

17) If the purchaser is desired to obtain loan from any Corporation or Financial Institution then it will be the liability of the purchaser to make the same available and

also to bear all the expenses for additional copies of plans, agreements, certificates and property described in the schedule II to be purchased by the purchaser shall only be encumbered with the liability of the loan and the premises he has agreed to purchase as per this agreement. The purchaser may mortgaged the premises described in schedule II to financial institution and for that mortgage NOC will be given by the Vendor herein if required.

18) The purchaser hereby covenant with the Vendor to observe and perform the covenants, conditions contained in this agreement and to keep the Vendor indemnified against the said payment
and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendor.

19) Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser by the Vendor shall not be constructed as waiver on the part of the Vendor of any of any breach or non compliance of any of the terms and conditions of this agreement by the purchaser nor shall be made in any manner prejudice to the rights of the Vendor to terminate this agreement.

20) The purchaser shall present this agreement as well as the conveyance at the proper registration office, within the time limit prescribed by the registration Act and the Vendor will attend such office and admit execution thereof.

21) If any additional amenities are required by the purchaser, then the purchaser will have to pay in advance the cost of such additional amenities as per the cost estimates prepared by the Architect of the project and his decision shall be final and binding.

22) This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management Transfer) Act 1963 and the rules made thereunder or the provisions of Maharashtra Apartment Ownership Act, 1970 and Maharashtra Apartment Ownership Rules 1972.

THE FIRST SCHEDULE OF THE SAID PROPERTY : --

All that piece and parcel of bearing S. No. 786/2/2 adm. 286 sq.mtrs. situated at Nashik, within the limits of Nashik Muncipal Corporation, Tal. & Dist. Nashik, and the said property is bounded by its four sides as under :::

East : S. No. 786
West : 7.5 Colony Rd
South : Plot NO 19
North : Plot NO 22

Together with all rights of roads, common ways,easementary rights etc.

THE SECOND SCHEDULE OF THE PROPERTY REFERRED TO ABOVE :

Premises of Flat, bearing **Flat No. ( ) adm. sq. mtrs. Carpet on Floor,** in the building known as **Utkarsh Park** and the said flat bounded as follows :_____

On or towards By

East :

West :

South :

North :

ANNEXURE : AMENITIES

a. RCC Frame Structure.
b. External walls 6" thick and internal walls 4" thick in good quality bricks.
c. Vitrified tiles flooring.
d. Black granite kitchen otta with stainless steel sink with dado and full tiles.
e. 3 track powder coated alluminium sliding windows with mosquito net, black granite window seal patti, M. S. Grills.
f. External plaster with double coat sand face plaster. Internal plaster in neeru finished plaster.
g. Acrylic paint externally and oil bond distemper internally.
h. 7 ' height glazed tiles in Toilets and bathrooms. Concealed plumbing with good quality fittings in toilets and bathrooms.
i. Concealed electrification to entire flats, telephone and cable connection in living room.
j. Common parking area.
k. Lift facility with battery back up.
l. CC TV network for entire building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH & YEAR MENTIONED HEREINBEFORE.

SIGNED,SEALED & DELIVERED
by withinnamed Vendor

Utkarsh Builders & Developers

through its Partners

1. Shri. Mayur Sahebrao Tajne

2.Shri. Hemant Yashwant Gaikwad _____

SIGNED,SEALED& DELIVERED
by withinnamed Purchaser

Witnesses ::

1.

2.