Zone No. **:-**

Govt. Valuation Rs._____/-

Consideration amount of Rs. _____/-

Stamp Duty of Rs._____/-

Reg. Fees of Rs. _____/-

AGREEMENT FOR SALE

This Agreement for Sale made and executed on this ____ day of _____ in the year, **2019 at Nashik, Tal. and Dist. Nashik**.

BETWEEN

RUPESH S. BAGAD BUILDERS & DEVELOPERS

A PROPRIETARY CONCERN THROUGH PROPRIETOR

MR. RUPESH SHARAD BAGAD

Age - 28 Years, Occupation – Business

Pan No. AXRPB 7264 M

Add. 103, First Floor, Space Star, MICO Circle, Nashik.

Hereinafter referred to as the **"The Owner/Promoters/Developers"** (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Proprietary Concern, its proprietor, executors, administrators and assigns) of the **ONE PART**;

AND

1. MR. _____

Age - ___ Years, Occupation – _____,

PAN - _____

AADHAR No._____

2. MR. _____

Age - ___ Years, Occupation – _____,

PAN - _____

AADHAR No._____

Both R/o. _____,

_____.

Hereinafter called **"The Purchaser/s/Allottee (s)"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his /her/their heirs executors, administrators and assigns) of the **OTHER PART;**

WHEREAS –

01. PERMISSIONS OF LAND :-

A. Non-Agricultural permission:- The use of said land bearing S. No. 1028/A (P) converted into Non – Agricultural Purpose as per the order passed by the Collector Nashik, vide No. **Maha/Kaksha-3/ Binsheti Patra No.313/2001 on 07-11/06/2001.**

B. Lay out:- And whereas the tentative lay-out of S. No.1028/A (P) sanctioned by Nashik Municipal Corporation Nashik, vide letter no. **Javak Number/ Nagar Rachana Vibhag/Antim/B3/59 on 25/09/2002.**

C. Approval of Final Lay – Out:- And Whereas The Nashik Municipal Corporation Nashik approved Final Lay – out of the said land vide letter no. **Javak Number / Nagar Rachana Vibhag/Antim/B3/59 on 25/09/2002.**

02. **HISTORY of Land:-**

2.1 **WHERAS** the Land bearing S. No.1028 initially owned and possessed by Mr. Ramchandra Narayan Gole. Mr. Laxman Sahadu Tidake and Mr. Shankar Sahadu Tidake purchased the S. No. 1028, from the owner Mr. Ramchandra Narayan Gole by way of an Instrument of Sale (Sale Deed) dated 09/04/1951, which is registered in the office of Sub – Registrar Nashik, vide Sr. No. 555. And by virtue of the Sale Deed the purchasers - Mr. Laxman Sahadu Tidake and Mr. Shankar Sahadu Tidake acquired ownership rights of said land, and their names mutated to the owner's column of property extract.

2.2 **AND WHEREAS** one of the co owners Mr. Laxman Sahadu Tidake purchased ½ share out of S. No. 1028 of Mr. Shankar Sahadu Tidake, by way of Sale Deed dated 16/05/1962. The said Sale Deed is registered in the office of Sub – Registrar Nashik, vide Sr. No. 751. Thereby Mr.

Laxman Sahadu Tidake acquired ownership rights of entire area of S. No.1028, and the name of Mr. Shankar Sahadu Tidake deleted from the property extract vide Mutation Entry No. 18819.

2.3 **AND WHEREAS** as per the partition dated 25/01/1982 S. No. 1028, area adm. 1H.87R. + Pot Kharaba area adm. 0H.05R. came to the share of Mr. Balu Laxman Tidake and Mr. Punja Laxman Tidake. And accordingly their names mutated to the owner's column of property extract vide Mutation Entry No. 18819 dated 02/02/1982.

2.4 **AND WHEREAS** the owners Mr. Balu Laxman Tidake and Mr. Punja Laxman Tidake and request to mutate the names of their heirs / sons to the property along with their name and accordingly the name of minor son Vipul Balu Tidake (through guardian father Mr. Balu Tidake) mutated to as co - owner to the share of Mr. Balu Laxman Tidake and name of Prakash Tidake, Sanjay Tidake & Dilip Punjaji Tidake mutated as co - owners to the share of Mr. Punja Laxman Tidake vide Mutation Entry No. 29941 dated 26/11/1992.

2.5 **AND WHEREAS** the subject matter land S. No. 1028 consisted total area adm. 19200 Sq. Mtrs.. out of the same area adm. 15540.45 Sq. Mtrs., was declared as "Retaliation Land" and area adm. 3659.55 Sq. Mtrs., was declared as "Excess Land". The land owners prepared a lay – out of retaliation land area adm. 15540.45 Sq. Mtrs., the same has been approved by Town Planning Department of Nashik Municipal Corporation Nashik, and thereby the retention land area adm. 15540.45 Sq. Mtrs., has been sub – divided in to various plots, thereby the subject matter of the present Agreement Plot No. 08 area adm. 657.60 Sq. Mtrs., came in to existence. And the land subject matter of lay – out has been numbered as S. No.1028/A and the remaining part i.e. Excess land area has been numbered as S. No.1028/B. The effect of same has been recorded to the revenue record vide Mutation Entry No. 53894 dated 26/08/2005. According to the partition of plots, amongst the land owners, the subject matter **Plot No. 08 area adm. 657.60 Sq. Mtrs.,** came to the share of **Mr. Balasaheb Laxman Tidake** and his son **Mr.**

Vipul Balasaheb Tidake, and accordingly their names have been mutated to the property extract.

2.6 **AND WHEREAS** the Owner/ Promoter - **Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad** purchased the **Plot No. 08 area adm. 657.60 Sq. Mtrs.,** from the owners Mr. Balasaheb alias Balkrushna Laxman Tidake and others by way of a Sale Deed. **The Sale Deed is registered in the office of Sub- Registrar Nashik-1, vide Sr.No.10078 on 29/12/2018.** And by virtue of Sale Deed, Mr. Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad acquired **ownership rights** of the said Plot. The name of Owner/ Promoter mutated to the property extract vide Mutation Entry No. 501066 dated 05/01/2019.

2.7 **AND WHEREAS the Nashik Municipal Corporation Nashik acquired area adm. 14.72 Sq. Mtrs., out of the Plot No.08 for the purpose of Road Winding.** The land owners have executed a Sale Deed in favor of Nashik Municipal Corporation Nashik, and thereby name of Nashik Municipal Corporation Nashik, mutated to the property extract in respect of the said area vide Mutation Entry No. 501105 dated 30/01/2019.

2.8 **The** Owner/ Promoter - Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad purchased **T.D.R. area adm. 200.91 Sq. Mtrs., out of S. No.127 (P)** situated at Gangaapur, from the owners Mr. Ashish Raghunath Lele and Mr. Preitish Raghunath Lele. **The TDR Sale Deed is registered in the office of Sub – Registrar Nashik - 7, vide Sr. No. 667 on 11/02/2019.**

2.9 The Owner/ Promoter - Rupesh S. Bagad Builders and Developer through Mr. Rupesh Sharad Bagad acquired absolute ownership rights over the **Plot No. 08, area adm. 642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08, and TDR area adm. 200.91 Sq. Mtrs., out of S. No. 127 (P).**

2.10 **AND WHEREAS** thus the Promoters herein have acquired ownership and have absolute and exclusive possession over the property, **Plot No.08 area adm. 642.88 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., has been acquired by NMC for road widening out of total area adm. 657.60 Sq. Mtrs., of Plot No.08),** as described hereinbefore and entitled and enjoy the said property and has every right to construct a building thereon by utilizing TDR area adm. **200.91 Sq. Mtrs., out of S. No. 127 (P)**. The property **Plot No. 08 area adm. 642.88 Sq. Mtrs.,** as described hereinbefore is hereby for the sake of brevity hereafter in the present Agreement referred as ***'the said property'***.

1. **The Promoter has appointed "Mr. Avinash Gangadhar Kothawade" as an architect** for the said project registered with the Council of Architects, and a standard Agreement is executed between the Promoters and the Architects.

2. **The Promoter has appointed R.C.C. consultant Er. B. P. Bhavsar** for specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Promoter accepts the professional supervision of the Architect and the R.C.C. Consultant, Engineers till the completion of the building/ buildings.

3. The Promoter/s has/have proposed to develop a Building of Residential User under Real Estate project name **"SWASTHI APARTMENT"** and have prepared the plan(s)/layout for the construction of said **residential building** and the said plan(s)/layout are duly approved by the plans for the scheme of construction on the said property is also approved by Nashik Municipal Corporation Nashik vide letter no. LND/ BP/Nashik/DCR/0769/2019 on 24/04/2019. And the sanctioned plan provides for construction of the units and in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property. **The copy/ies of the approved Building Plan is annexed hereto and marked "Annexure _____"**. The Project **"SWASTHI APARTMENT"** consist total "**14 Residential Units".**

4. **AND WHEREAS** the Promoter has registered the project i.e. **"SWASTHI APARTMENT"** a project of **Residential,** under the provisions of the Real Estate (Regulations and Development) Act, 2016 with the Real Estate Regulatory Authority vide Registration no. **_____** dated **_____**;

5. **AND WHEREAS** the Promoter is entitled for sale, transfer assignment or to otherwise deal with the **Flat No. _____** on **_____Floor**, area admeasuring **_____ Sq. Mtrs**. carpet + **_____ Sq. Mtrs,** balcony/Alternate terrace, constructed / to be constructed (herein after referred to as the said "premises") in the building of the project called **"SWASTHI APARTMENT"** (herein after referred to as the said "Building") being constructed / to be constructed on the said property described in the First Schedule hereunder written.

6. **AND WHEREAS** the Allottee (s) has/have approached the Promoter/s and expressed its / his / her / their desire to purchase and acquire from the Promoter the "said Premises";

7. **AND WHEREAS** the Promoter/s has /have made available to the Allottee(s) the information relating to the said property all the Building/s, wings and Blocks etc, along with plans sanctioned as well as proposed, designs, specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (" **MOFA** ") and/or Real Estate (Regulation and Development) Act, 2016 ("the said **RERA**") and the rules framed thereunder and as demanded by the Purchaser/s; The purchaser/s have also received the copies of following documents at the time of booking of the "said premises"-

   i) Copy of Non-agricultural order for the said property.
   ii) Copy of Lay – Out Sanction Plan.
   iii) Copy of N.A. Order dated 11-7/06/2001.
   iv) Copy of Lay – Out Sanction Letter dated 25/09/2002.
   v) Copy of Lay – Out Sanction Letter dated 27/01/2017.
   vi) Copy of Sale Deed dated 29/12/2018 (NSK -1, Reg. No.10078).

vii) Copy of T.D.R. Sale Deed dated 11/02/2019 (NSK – 7, Reg. No. 667).

viii) Copy of Building Permission and Commencement Certificate dated 24/04/2019 issued by Nashik Municipal Corporation Nashik.

ix) Copy of Title Certificate.

x) Copy of 7/ 12 extract.

xi) And all the relevant documents pertaining to the said property.

The purchaser/s has received the copies of documents as referred above and the purchaser/s admits and acknowledges the receipt of the same. The purchaser/s has for his/her/their benefit and for the benefit of the other occupiers of the building accepted terms and conditions for the use and enjoyment of "said premises" and also restrictions of use of Flat.

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

2.12 **AND WHERAS** after the Allotee/ Purchaser/s has made an enquiry to purchase the said Premises, the Owner/Promoter herein had requested the Allottee/Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title, rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. The Allottee/Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project. and accordingly, on satisfaction of Allottee/Purchaser/s and their legal council, the Allottee/ Purchaser/s has/have agreed to purchase the residential said "premises"/ Apartment which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto as **Annexure**, (hereinafter referred to or called as ***"said "premises"***).

2.13 **AND WHEREAS** on demand from the allottee/ purchaser/s, the owner/ Promoter has also given inspection to the Allottee / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made hereunder; Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in all respect.

1. The Promoter/s has /have also made available to the Allottee(s) the information relating to the stage wise time schedule of the completion of the project, including the provisions of for civic infrastructure like water, sanitation and electricity.

2. Being satisfied with the title of the Promoters to the ***"said "premises"*** and the right of the Promoter/s to develop the said property and being satisfied with all the plans, specifications and other documents made available by the Promoters, the Allottee(s) has/have agreed to purchase and acquire the said ***"said "premises"*** more particularly described in the Schedule II hereunder written from the Promoters at or for the aggregate consideration is **Rs._____ /- (Rupees _____ Only)** and on the terms and conditions contained hereinafter;

3. The Allottee (s) have prior to the execution of these presents paid to the Promoters a sum of ***Rs. _____/- (Rupees _____Only)*** towards earnest money and have agreed to pay a further sum of ***Rs. _____/-(In Words Rupees _____ Only)*** towards further consideration amount simultaneously against the execution of these presents;

4. Under Section 13 of RERA, the Promoter/s is/are required to execute a written Agreement for Sale in respect of the ***"said "premises"*** with the Allottee(s) being these presents and upon the execution of these presents and it being lodged for

registration by the Allottee(s) and the Promoter/s being informed about the same, the Promoter/s is/are required to admit execution thereof before the concerned Sub-Registrar/s;

5. The parties are accordingly executing these presents in the manner hereinafter appearing;

6. The Allottee (s) shall bear the common maintenance charges as particularized in **Schedule** hereunder written after the period of maintenance by the promoter/s is /are over as herein below mentioned.

7. The Allottee (s) and the Promoter/s has/have agreed and settled the terms of the transaction and, therefore, record and execute this agreement.

8. The Promoter/s is/are constructing residential tenements in the project which is presently named as **"SWASTHI APARTMENT"** and the promoter/s reserved their right to change name of the project at later stage.

9. A] Owner/Promoter shall mean and include "Promoter" as defined in RERA and Purchaser shall mean and include "Allottee" as defined in RERA.

B] Flats/Units shall mean the Apartment as defined in RERA.

NOW THEREFORE THIS AGREEMENT FOR SALE IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:-

1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.

2. **AND WHERAS THE ALLOTEE / PURCHASER/ IS / ARE WELL AWARE OF ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:**

3. The Owner/Promoter herein have specifically informed the Allottee/Purchaser/s that, the present sanctioned buildings plans received from the Concerned Development Controlling Authority / Local Authority is for the, present available FSI for the said land only and further sanction to building plans for the remaining FSI (if any) of the said land and floating FSI/TDR (if any) is yet to be received and hence the plans may have to be changed and hence the Allottee/Purchaser/s hereby gives his/her/their irrevocable consent to the Owner/Promoter herein to carry out such amalgamation, alterations, modifications in the plot layout plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Owner/Promoter feels right in their sole discretion he/they may think fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

Allottee/Purchaser

1. MR. _____ _____

2. MRS. _____ _____

4. The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said Flat/ Apartment i.e. ***"said "premises"*** is/are situated may be interconnected or joined

with any adjacent building or new building/s under development or to be developed by the Owner/Promoter and that save and except ***"said "premises"*** hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other Tenements/Flats adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Owner/Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

5. **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the project land and the said building and upon due observance and performance of which only the completion / occupancy certificate in respect of the said building/s/ phase shall be granted by the concerned local authority.
6. The Allotee/Purchaser/s is /are satisfied about the all observations and performances of the Owner/ Promoter which are observed / observing and performed/performing by the Owner / Promoter while developing the said project. The Owner / Promoter will comply all the conditions stipulated as above however the Owner/Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Owner / promoter shall not be further responsible for any or all conditions/ stipulations lied down by the Authority which is / are not as per the prevailing rules, regulation and Act.

7. **AND WHEREAS** the Allottee / Purchaser/s has agreed to purchase the ***"said "premises"*** based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee / Purchaser/s strictly.

8. **AND WHEREAS** the Allottee / Purchaser/s on confirmation of accepting all the conditions of sanctioned plans by competent

authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the Allottee / Purchaser/s and that the Allottee / Purchaser/s shall not hold the developer responsible for the such contrary conditions.

9. **AND WHEREAS** the Allottee / Purchaser/s has independently made himself aware about the specifications provided by the Owner / Promoter in the ***"said "premises"*** and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Schedule III**.

10. The Promoter/s has/have commenced construction of a residential building and residential units thereon. The purchaser/s has/have shown willingness to purchase ***"said "premises" i.e.*** **Flat No. _____,** on the _____ **F**loor, having RERA carpet area admeasuring _____ **Sq. Mtrs**. carpet + ____ **Sq. Mtrs,** balcony/Alternate terrace, in the building/project **"SWASTHI APARTMENT"** consisting of a Hall, Kitchen, **3 (Three)** Bedrooms along with toilets along with the Parking area for exclusive use along with the said premises in the said building which is called **"SWASTHI APARTMENT"**. The ***"said "premises"*** is constructed as per approved plan shown to the purchaser/s and the copy of which is provided to the purchaser/s. The Promoter/s shall not cause changes to the general design of the residential units to be constructed as per the said approved plan. If at all general design is to be changed or modified which is going to affect the ***"said "premises"*** agreed to be sold vide the present Agreement to the purchasers particularly described in **Schedule-II**, then the Promoters shall obtain consent in writing from the purchaser/s and the purchaser/s shall not unreasonably withhold the said consent.

11. It is further provided that:-

i. In the common area of the building the Allottee (s) shall has/have share considering the total number of residential units to be constructed upon the said property.

ii. Provided always that share of the common areas may fluctuate if the Promoter/s is/are able to construct additional floors in the said property on account of availability of additional area for construction on account of change of rules of Floor Space Index during the period of the construction and completion of building. However due to the change of share in common area the consideration as settled and agreed shall not change. The Promoter shall be entitled to carry out the remaining and further additional construction in accordance with the approval they get from Nasik Municipal Corporation Nashik.

iii. The Allottee (s) if allotted Car Parking area for the purpose of parking his/her own vehicle for the beneficial use of the ***"said "premises"*** shall use the same as per rules and regulation of condominium, and the owner promoter shall not be responsible for the same in any manner. The Owner/Promoter has made available car parking/s as per the rules and regulations of Municipal Corporation and the space for parking is available per unit basis.

iv. The Promoter shall be entitled to all other car parking spaces in the compound / under the stilts / podium parking area, of the said building and portion of the top terrace (except the portion thereof set a part for providing water tank etc) with or without right to erect, and display hoardings or logo's on walls, parapet walls etc, terraces to set up transmission towers for pagers, cellular telephones, dish-antenna's etc, and like facilities (all of which are hereinafter collectively briefly referred to as, the said specified ***"premises"***) available or to be available in the said buildings/ project.

The common terrace of the buildings, including the parapet walls, shall always remain the property of the Promoters/Owner, and the Promoters/Owner shall also be entitled to display, advertisement on the walls,

or water tanks, standing on the terrace and the Promoters/ Owner shall be exclusively entitle to the income that may be derived by display of the said advertisements. The Agreement with the Allottee(s), of the ***"said "premises"*** and the said building shall be subject to the aforesaid right of the Promoter/Owner, who shall be entitled to use the common terrace, including parapet wall and the walls and the water tank that in for any purpose including display of advertisements and sign boards.

[A] The Allottee (s), has agreed to purchase the ***"said "premises"*** from the Developer/ Owner and the Owner / Promoter agrees to sell the ***"said "premises"*** at or for **Rs. _____/- (In Words Rupees _____ Only),** which price is agreed to be paid in the manner hereinafter appearing. The Allottee (s)/s admits that the consideration settled is as per the market price prevailing in the said locality and the amenities offered by the promoter/s.

[B] The said consideration is exclusive of :-

i. All costs & expenses, stamps, registration engrossing of this agreement as well as sale deed thereof.

ii. Cost of electric and water meter & connection with deposit thereof and supply thereof from the poles.

iii. Share of outgoings taxes etc.

iv. Cost of formation and registration of Society/ or Apartment Association or limited company and other amounts of shares etc.

v. The amount of G.S.T. or any other tax that may be levied if any charged, levied, assessed by the government upon the said transaction contemplated herein between parties.

vi. Any other special expenses taxes, charges which may arise hereafter for the said transaction or for any facility required to be provided.

12. The said consideration of **Rs. _____/- (In Words Rupees _____ Only),** shall be paid by the Allottee (s)/s in the manner of installments as per stages herein below mentioned. It is not at all binding on the Promoters to issue a formal demand for the

payment. The Allottee (s)/s is/are bound to make the said payment as per stages as provided herein without committing default thereof. The Promoter/s in their discretion send a formal letter of demand on the address of the Allottee (s)/s by mail or courier or by any other mode as may be deemed fit. The Allottee (s)/s is aware of the stages up to which the work is completed and shall make payment of all instalments which became due as provided hereafter within **7 days** from the date hereof and remaining instalments in time. Time is the essence of contract.

13. The Allottee/s has/have agreed to pay to the Owner/ Promoter the lump-sum purchase price of **Rs. _____/- (In Words Rupees _____ Only),** being the purchase price for the "said "premises"(exclusive of other payments to be made as provided in this agreement hereafter and further GST/SGST or any other tax which may be payable on this Agreement or in respect of Sale of ***"said "premises"*** shall be paid by Allottee.) and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building **"SWASTHI APARTMENT"**, more particularly described hereunder written as under:-

A. The Allottee/s agrees and undertakes that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of Agreement. The Allottee has / have prior to the date of execution of this presents paid consideration amount as under :-

Payment Schedule:

Amount	**Particulars**
Rs. _____/-	In Words (Rs. _____ Thousand) paid by the purchaser to the vendor / promoter by way of Cheque No. _____dated _____drawn on State Bank of India.
Rs._____/-	In Words (Rs. _____ Only) is payable as per the progress, and stages of the construction as refereed in the schedule by

obtaining loan from Bank / Financial Institution or otherwise.

Rs. _____/- (In Words Rupees _____ Only)

The payment schedule is as follows -

i) Amount of Rs. _____(In Words Rs_____) (not exceeding 30%) to be paid at the time of agreement or within up to Execution of Agreement to Sale of the ***"said "premises"***.

ii) Amount of Rs. _____(In Words Rs_____) (not exceeding 45%) to be paid to the Promoter on Completion of Plinth of the said Building.

iii) Amount of Rs. _____(In Words Rs_____) (not exceeding 70%) to be paid to the Promoter on Completion of the Slabs including podiums and stilts of the building.

iv) Amount of Rs. _____(In Words Rs_____) (not exceeding 75%) to be paid to the Promoter on Completion of construction of Walls, internal plaster of the building.

v) Amount of Rs. _____(In Words Rs_____) (not exceeding 80%) to be paid to the Promoter on completion of construction of staircase, lift, wells, lobbies, up to the floor level of the building.

vi) Amount of Rs. _____(In Words Rs_____) (not exceeding 85%) to be paid to the Promoter on completion of construction work of external plaster, elevation , terraces with waterproofing of the building.

vii) Amount of Rs. _____(In Words Rs_____) (not exceeding 95%) to be paid to the Promoter on completion of construction work of lift, water pumps, electric fittings, electro, mechanical and environmental requirements , entrance lobby/ies, paving of area appertain and all other requirement.

viii) Amount of Rs. _____(In Words Rs_____) at the time of handing over possession of the Apartment to the allottee on or after receipt of occupancy certificate or completion certificate.

B. Provided further that the Allottee has seen the progress of work and shall pay all outstanding installments within 10 days from the date hereof.

Provided further that the payment of Installment shall be made as per Schedule above on progress of work irrespective of date of possession provided hereafter.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess, GST/SGST or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the ***"Said Premises"***.

14. The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the Nashik Municipal Corporation and/or any other increase in charges which may be levied or imposed by the Nashik Municipal Corporation Nashik from time to time. The Owner/ Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs, or levies imposed by the Nashik Municipal Corporation Nashik, the Purchaser 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.

15. The construction of the building subject matter of present unit is going on and it is reached at a stage of ***Plinth Level***. The Purchaser shall have to pay his part of consideration as per the stages of construction time to time. The Allottee (s) shall pay the balance amount of consideration money payable as on date, within seven days from the date hereof and shall pay further installments on due dates whether demanded or not. The time being is essence of contract.

16. The payment as per the particulars mentioned above is the essence of this agreement. The Promoter/s may in his/her/ their own discretion decide to terminate this agreement, if there is a default in payment of the installment as per the aforesaid schedule agreed by the Allottee (s)/s.

17. It is further provided that if any additional amenities are demanded by the Allottee (s)/s or the specifications as set out are changed, then the Allottee (s)/s in both the events has to pay additional costs for the changes. The cost of the said modifications shall be as decided by the Promoter/s and his decision shall be final and the amount shall be paid as decided and agreed at the relevant time.

18. The Allottee (s)/s shall deposit with the Promoter/s the following sums as & when demanded within 7 days from the date of demand or before the Allottee (s) is permitted to enter upon the Flat whichever is earlier;

i. Rs._____/- For legal charges, Scanning and other misc Exp.

ii. Rs. _____/- For share money, application entrance fee etc. of the association.

iii. Rs._____/- Deposits for formation and registration of Apartment /association.

iv. Rs. _____/- For deposit to M.S.E.D.C.L for electric connection & cost of / for meter.

vi. Rs. _____/- Development Charges and Water Connection.

Total Rs. _____/- (In Words – Rs. _____ Only).

On payment of the said sum or if there is an enhanced sum due to changing of laws, then the said increased amount shall also be paid. The payment is condition precedent for continuance of this agreement. The above mentioned charges are for unit of the Allottee (s)/s only. The said amounts are presently calculated based on approximate basis. Necessary separate accounts shall be maintained by the Promoter/s for the said amounts.

19. The Allottee (s)/s may in his/ her/ their own discretion inspect the materials used in the construction of building during process of the construction. However, it is made clear that any complaint as to the Standard of the material used after the particular stage of the work is complete, will not be entertained by the Promoter/s. The queries shall be answered by the architect of the project.

20. The Promoter/s shall maintain the list of the residential units sold and unsold for their record giving the details of the respective transactions.

21. The Promoter/s declares there are no outstanding against outgoings against ***"said "premises"*** and they have paid and satisfied the non agricultural assessment and have paid the development charges to the Nashik Municipal Corporation Nashik for the approval of the building plans.

22. Without prejudice to the right of Owner / Promoter to charge interest. The Purchaser/s hereby agree/s that if the Purchaser/s commits a default (i) in payment of any of the aforesaid installments on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or, (ii) in observing and performing any of the terms and conditions of this Agreement, and if the default continues inspite of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the Purchaser and/or by email having been given / sent by the Owner / Promoter to the Purchaser/s at the email address provided by the Purchaser, of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner/ Promoter within the period of the notice then at the end of such notice period the Owner/ Promoter shall be at liberty to unilaterally terminate this Agreement. Provided further that In the event of termination, the Owner/ Promoter shall be refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated

damages or any other amount which may be payable to the Owner/ Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Unit/Flat which may till then have been paid by the Purchaser to the Owner/ Promoter. The Owner/ Promoter shall be entitled to deduct the earnest money that is amount equal to 20% of the consideration money paid by the Purchaser/s to the Owner/ Promoter and refund the balance installment amounts. The amounts paid by the Purchaser/s to the Owner/ Promoter till then towards G.S.T. and other like taxes shall be non-refundable. On the Owner/ Promoter terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the ***"said "premises"*** to any other persons/parties as the Owner/ Promoter may deem fit and proper, at such price and upon such terms and conditions as the Owner/ Promoter may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Owner/ Promoter by reason of such sale or transfer being affected by the Owner/ Promoter in favor of any other person/s or party.

23. Without prejudice to the other rights of the Owner/ Promoter under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the Purchaser/s fail to pay the installment amounts on its due date as mentioned, then in that event, the Purchasers shall be bound and liable to pay the Owner/ Promoter interest that shall be the highest State Bank of India Marginal Cost of Lending rate plus two percent or interest as may be applicable under the provisions of RERA and in absence of any such provision at 10% p.a. whichever is higher on and from the due date till the date of actual payment. Provided further that the Owner/ Promoter shall be entitled to appropriate the amount received from Purchaser firstly towards the interest and thereafter towards consideration / installment amount or any other amount payable by the Purchaser. The Purchaser/s hereby grants its / her / his / their consent to the aforesaid appropriation.

24. The Owner/ Promoter shall upon obtaining the occupancy certificate / completion certificate and the payment made by the Purchaser as per the agreement shall offer the Possession of the ***"Said Premises"*** in terms of this Agreement. The Purchaser/s shall be bound and liable to take possession of the ***"Said Premises"*** within 15(Fifteen) days from the date of the Owner/ Promoter giving written notice to the Purchaser/s. The Purchaser/s hereby agrees and undertakes to pay the maintenance charges as determined by the Owner/ Promoter or association of Purchasers as the case may be. The Owner/ Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the project.

25. The Purchaser shall take possession of ***"said premises"*** within 15 days of written notice from the Owner/ Promoter to the Purchaser intimating that the ***"said premises"*** is ready for use and occupancy.

26. Upon receiving a written intimation from the Owner/ Promoter the Purchaser shall take possession of ***"said premises"*** from the Owner/ Promoter by executing necessary indemnities, undertakings, and such other documentation as may be required by Owner/ Promoter in this Agreement and the Owner/ Promoter shall give possession of ***"said premises"*** to the Purchaser. In case the Purchaser fails to take possession within the time provided such Purchaser shall continue to be liable to pay maintenance charges as applicable.

The Owner/ Promoter shall give Possession of the ***"said premises"*** to the Purchaser/s within such time as described hereunder, subject to the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the Buildings to be constructed on the said property and subject to force majeure conditions. If the Owner/ Promoter fails or neglects to give possession of ***"said premises"*** to the Purchaser on account of reasons not beyond his control and his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of ***"said premises"*** with interest at the same rate as may be mentioned in the Clause 17 above from the date

the Developer the sum till the date the amounts and interest thereon in repaid. In the above event, neither party shall have any other claim against the other in respect of the ***"said premises"*** or arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the ***"said premises"*** to any other person at such price and upon such terms and conditions as the Developer may deem fit. Provided however that the Developer shall be entitled to reasonable extension of time for giving delivery of ***"said premises"*** on the aforesaid date by applying to the Real Estate Regulatory Authority constituted under Section 6 of the said RERA, if completion of the building in which ***"said premises"*** is to be situated is delayed on account of Provided that the Owner / Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/s and the Owner / Promoter for giving possession of ***"said premises"*** on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the possession of ***"said premises"*** is delayed on account of force majeure as mentioned below.

(i) The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause No. 2.4 written herein above.

(ii) Any extra work required to be carried in the said Flat/ Apartment as per the requirement and at the cost of the Allottee/Purchaser/s.

(iii) War, civil commotion or act of God.

(iv) Non availability of Steel, Cement, Natural Sand, Small Stone (Khadi), and another building material, and Water or electric supply.

(v) Any Notice / order Rules or notification of the Government and /or Competent Authority,

(vi) Any Permission or Sanction from the concerned Authority/ies, being delayed in spite the same being followed up by the developer /promoter

(vii) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies inspite of the same being followed up by the Owner/Promoter as the said project contains modern amenities and facilities.

(viii) Any litigation or any order of any Court or judicial forum.

27. Upon possession of the ***"said premises"*** being handed over to the Purchaser/s, he/she/they/it shall be entitled to the use and occupation of the ***"said premises"*** for lawful and approved residential purpose only. Upon the Purchaser/s taking possession of the ***"said premises"*** he/she/they/it shall have no claim against Owner/ Promoter in respect of any item of work in the ***"said premises"***, which may be alleged not to have been carried out or completed. The only liability of the Owner/ Promoter shall be the statutory liability under Section 14(3) of the said Act which relates to the defect liability period of Five (5) years.

28. On and from the date of taking possession of the ***"said premises"*** from the date of expiry of a period of 15(Fifteen) days from the date of the Owner/ Promoter intimating by letter or email or by any other mode to the Purchaser to take the possession of the ***"said premises"***, whichever is earlier, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by Nashik Municipal Corporation Nashik, and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said Flat. Irrespective of whether the purchaser's take the possession or not.

29. The ***"said premises"*** is intended and shall be used for approved residential purposes only and the Purchaser/s shall not use the ***"said premises"*** or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the ***"said premises"*** shall always be sold/transferred together with flat and not separately for any reason whatsoever.

30. It is expressly agreed that the Purchaser/s shall be entitled to use the "Common Areas and Facilities" appurtenant to the ***"said premises"*** and the nature, extent and description of such "Common Areas and

Facilities" and the "Limited Common Areas and Facilities" is set out in the **Schedule-III** written hereunder.

31. The fixtures, fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Developer in the said building and project and the ***"said premises"*** are described to the purchaser/s and is satisfied himself/herself/themselves/itself about the same before taking possession of the ***"said premises"***.

32. The Owner/ Promoter have informed the Purchaser/s as under:-

a) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared/divided between the purchasers of ***"said premises"*** in the Buildings and Project **"SWASTHI APARTMENT"** constructed/ proposed to be constructed on the said property;

b) The Purchaser/s shall not in any manner object to the aforesaid arrangement. The Purchaser/s in fact hereby gives his/her/their consent and approval to this arrangement.

c) Without prejudice to generality the Purchaser shall be liable to contribute for premium payable towards general insurance and title insurance as may be applicable in the manner in which expenses for maintenance are to be shared.

33. Within 15 days after notice in writing is given by the Owner/ Promoter to the Purchaser that ***"said premises"*** is ready for use and occupancy, and from the date of entering upon the ***"said premises"***, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in advance to the Owner/ Promoter until the conveyance of the project is executed in favor of association of the Purchasers, and thereafter to the said association for (a) Insurance Premium (b) All Municipal/ Cantonment and other taxes that may from time to time be levied in respect of the ***"said premises"*** and/or building and betterment charges or such other levies by the Nasik Municipal Corporation Nashik, and/or government water taxes and water

charges, common lights, repairs, salaries of clerks bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums or any other outgoings incurred in connection with the ***"said premises"*** and the Buildings and Project along with service tax as applicable. Provided that the Owner/ Promoter shall be liable to pay only the municipal rates and taxes, at actuals, in respect of the unsold units in the Buildings to be constructed on the said property. The amounts so paid by the Purchaser to the Owner/Promoter shall not carry any interest and remain with the Owner/ Promoter until handing over possession to the particular Unit Holders.

34. DEFECT LIABILITY

34.1 If within a period of five years from the date of handing over ***"said premises"*** to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Owner/Promoter any structural defect in the ***"said premises"*** or the building in which the ***"said premises"*** are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry out any alterations of the whatsoever nature in the ***"said premises"*** in specific the structure or the ***"said premises*** of the said building and project which shall include but no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in the bathroom, toilet & kitchen, which may result in seepage of the water. If any such works carried out without the written consent of Owner/Promoter the defect liability automatically shall become void.

34.2 The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Owner/Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of ***"said premises"*** by the occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that the regular wear and tear of the ***"said premises"***/ Building / Wing includes minor hair line cracks on the external and internal wall excluding the R.C.C. structure and which also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.

34.3 Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, Switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be in sustainable and in proper working condition. It is the responsibility of the allottee/ purchaser/s to continue warranty on the products/ equipment used inside the ***"said "premises"*** by renewing the annual maintenance contract at his cost and it is the responsibility of the apex body of Association of Apartment to keep on renewing the annual maintenance contract of the products / machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the owner/ promoter automatically becomes void.

34.4 That it shall be the responsibility of Allottee/Purchaser to maintain his ***"said premises"*** in a proper manner and take all due care

needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

34. 5 Further where the manufacturer warranty as shown by the owner/promoter to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the ***"said premises"*** /building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s/Purchaser/s the Owner/Promoter shall not be responsible for any defects occurring due to the same.

34. 6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s/Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials use, in the structure built of the ***"said "premises"***/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

35. The Purchaser/s hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings or Wings proposed to be constructed on the said property and sale of ***"said premises"*** to the new purchasers at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the ***"said premises"*** is handed over by the Owner/ Promoter to the Purchaser/s or otherwise, then in that event, such payments shall be made by ***"said premises"*** purchasers alone or association of the Purchaser/s. The Owner/ Promoter shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

36. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and

assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the ***"said premises"*** shall come, hereby covenant/s with the / Owner/ Promoter as follows:-

a) To maintain the ***"said premises"*** at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the ***"said premises"*** are taken or from the date of expiry of a period of 7 (seven) days from the date of the Owner/ Promoter offering possession of the ***"said premises"*** to the Purchasers, whichever is earlier and shall not do or suffer to be done anything in or to the building or wing in which the ***"said premises"*** are situated, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building or wing in which the ***"said premises"*** are situated and the ***"said premises"*** itself or any part thereof;

b) Not to store in the ***"said premises"*** 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 premises"*** 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 staircase, common passages or any other structure of the building in which the ***"said premises"*** situated, including entrances of the building in which the ***"said premises"*** are situated and in case any damage is caused to the building in which the ***"said premises"*** are situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

c) To carry out at its own cost all internal repairs to the ***"said premises"*** and maintain the ***"said premises"*** in the same condition, state and order in which it was delivered by the Owner/ Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the ***"said***

premises" are situated or to the ***"said premises"*** which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public 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 premises"*** or any part thereof, nor any alteration in the elevation and outside colour scheme of the Buildings in which the ***"said premises"*** are situated and shall keep the portion sewers, drain pipes in the ***"said premises"*** and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the ***"said premises"*** are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the ***"said premises"*** without the prior written permission of the Owner/ Promoter and/or the association;

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the ***"said premises"*** are situated or any part thereof or whereby any increase 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 premises"*** in the compound or any portion of the said property and the building in which the ***"said premises"*** are situated;

g) Pay to the Owner/ Promoter within 15 days of demand by the Owner/ Promoter, his/their/its share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the ***"said premises"*** are situated;

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change of user, if any, of the ***"said premises"*** by the Purchaser/s;

i) The Purchaser/s and the persons to whom the other units in the Buildings are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest of the Owner/ Promoter and all persons acquiring the remaining units in the Buildings constructed on the said property.

j) The Purchaser/s shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the ***"said premises"*** until all the dues payable by the Purchaser/s to the Owner/ Promoter under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the prior written consent of the Owner/ Promoter in that behalf;

k) The Purchaser/s shall observe and perform all the rules and regulations which the Society 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 Buildings and the ***"said premises"*** therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the ***"said premises"*** in the Building or Wing or Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

l) The Purchaser/s shall allow the Owner/ Promoter and their surveyors and agents with or without workmen and others at

all reasonable times to enter into and upon the ***"said premises"*** or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the ***"said premises"*** or the building in which the ***"said premises"*** are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.

m) The Purchaser/s shall not do or permit to be done any act or thing which may render or void able any insurance of any ***"said premises"*** or any part of the Buildings or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other ***"said premises"*** in the Buildings or Wings. However it is clarified that this does not cast any obligation upon the Owner/ Promoter to insure the building or ***"said premises"*** agreed to be sold to the Purchaser/s.

n) The Purchaser/s shall not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;

o) The Purchaser hereby expressly agrees that all obligations on the part of Purchaser shall be complied with Purchaser as may be required by the Owner/ Promoter and Owner/ Promoter shall be entitled to call upon the Purchaser to comply with the same and/or rectify or take any action in respect thereof. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the ***"said premises"*** or of the said property, hereditaments and ***"said premises"*** or any part thereof or of the Buildings or Wings thereon or any part thereof.

37. a. The Purchaser/s hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings or Wings proposed to be constructed on the said property and sale of ***"said premises"*** to the new purchasers at any point of time either during the work of construction being carried out on the ***"said premises"*** or after the juridical and physical possession of the ***"said premises"*** is handed over by the Owner/ Promoter to the Purchaser/s or otherwise, then in that event, such payments shall be made by the ***"said premises"*** purchasers alone. The Owner/ Promoter shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

b. The Purchaser/s shall carry all interior and other works with due care and caution and take proper care of the ***"said premises"***. Provided further that notwithstanding any provisions regarding the liability of the Owner/ Promoter about any structural defect in ***"said premises"*** or building or wing or any account of workmanship, quality or provision of service, the Owner/ Promoter shall be ceased to be liable in respect thereof for all acts arising out of or related to the works carried out by the Purchaser/s or arising due to failure on the part of Purchaser/s to take proper care. Provided further that the liability of the Owner/ Promoter regarding structure or workmanship shall cease on any change or alteration in the original is made or disturbed by the Purchaser/s.

38. The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified the Owner/ Promoter and the association from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffer or be put to by reason of the Purchaser/s committing a breach of any of the terms and conditions set out in this Agreement and/or in the bye-laws of the said Society and/or any applicable laws, rules and regulations.

39. The Purchaser/s for himself / herself / itself / themselves and his/her/its/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the ***"said premises"*** shall come, hereby covenant/s as follows:-

i. The Purchaser/s shall maintain at his/her/their own costs the ***"said premises"*** agreed to be purchased by him/her/them from the date of possession of the ***"said premises"*** are taken or from the date of expiry of a period of 15 (Fifteen) days from the date of the Owner/ Promoter offering possession of the ***"said premises"*** to the Purchasers and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

ii. The Purchaser/s shall after obtaining the possession of the ***"said premises"*** and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the ***"said premises"***, the same shall be reimbursed by the Purchaser/s to the Owner/ Promoter in the proportion of the area of the ***"said premises"***.

iii. The Purchaser/s shall on demand, deposit with the Owner/ Promoter his/her/their proportionate share towards the installation of water meter and electric meter and/or any other charges/deposit to be paid by the Owner/ Promoter to the Local Authority or Body concerned and/or to any other Concerned Authority.

iv. The Purchaser/s shall make the payments of installment of purchase price, as herein in this Agreement stipulated on time to the Owner/ Promoter and all other amounts payable to the Owner/ Promoter in time. In the event of the Purchaser/s making any default in payment of the purchase price installments to the Owner/ Promoter and/or his/her/their share in taxes, maintenance,

deposits and other outgoings regularly as agreed to herein by him/her/them, to the Owner/ Promoter, the Owner/ Promoter will have right to terminate this Agreement or seek specific performance against the Purchaser/s for recovering the same.

v. After the possession of the ***"said premises"*** is handed over to the Purchaser/s if any additions or alterations in or about or relating to the Buildings are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out of various ***"premises"*** in the Buildings or Wings at purchasers own costs and the Owner/ Promoter shall not be in any manner liable or responsible for the same.

vi. The Purchaser/s will pay all stamp duty and registration charges on this Agreement and will lodge this Agreement for Registration with Sub-Registrar of Assurances and Owner/ Promoter will attend the Sub-Registrar and admit execution thereof after the Purchaser/s informs them of the number under which it is lodged for Registration by the Purchaser/s.

vii. The Deed of Conveyance and other documents for transferring the title in favour of the said association or in respect of the said property on which the Buildings is constructed (subject to the right of way as provided hereinabove) and the Buildings shall be prepared by Owner/ Promoter Advocates and Solicitors and the same will contain such Covenant and conditions as the Owner/ Promoter shall think reasonable and necessary having regard to the development of the said Property. All the expenses incidental to the Deed of Conveyance including stamp duty and registration charges will be borne by the proposed Society/ Apartment Association or the Purchaser/s in his/ their/ her proportion.

40. All payments, which are to be made under this Agreement, shall be made/effected by Account Payee Cheques drawn in favour of the Owner/ Promoter, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Owner/ Promoter. Further, no receipts for any payments shall be valid or binding unless it is issued by the Owner/ Promoter on their printed letterhead/receipt form and duly signed.

41. The Owner/ Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flat in the Buildings of which the ***"said premises"*** form part and the Purchaser/s shall have no right to object to the same.

42. The Promoters declares that the title of the said property is free clear marketable and free from encumbrances, and there are no encumbrances such as -

i) The said property is not subjected to any kind of encumbrances including gifts, lien, will, annuity, easements, licenses, tenancy, mortgage, agreement to sale etc. (except for the project loan if availed by the Promoters for the project. The Promoters will have to obtain no objection certificate from the said bank for the sale of the ***"said premises"*** in case of project loan). As on today there is no project loan availed by the Promoter.

ii) The said property is not offered as surety or security.

iii) The said property is not acquired, reserved or requisitioned nor is any notice of such proceedings issued or initiated till today.

iv) The said property is not subjected to court litigation.

v) That there are no prohibitory orders, injunction orders issued restraining the transaction.

vi) That the title of the said property is clear marketable and free from encumbrance.

43. The Allottee(s)/s has also verified the title of the said property through his Advocate and is fully satisfied about the title of the property being free, clear and marketable. The Allottee(s)/s does hereby admit that all the necessary details as to the said property are verified by him/them and further accepts that all the details are disclosed to him/ them by the Promoters and after due verification the Allottee(s)/s has/have decided to purchase the said apartment. The Allottee(s)/s has/have no doubt about the title.

44. The Promoter/s has/have made it clear to the Allottee(s)/s that unless and until the necessary completion/occupancy certificate is obtained from the local authority i.e. Nashik Municipal Corporation Nashik,

the Allottee(s)/s will not be entitled to occupy the said ***"said premises"***.

45. The Promoters expect to complete the construction of the project up to 31st January 2022 approximately. If the construction is not obstructed or held up for any reason. The promoter expects the delivery of possession of the said premises before the date of completion as mentioned herein above to and in favor of the purchaser. The possession shall be against payment all amenities of construction expenses, out goings payments, including Rs. 1,00,000/- for maintenance deposit. The possession shall be delivered on obtaining completion certificate from Nashik Municipal Corporation Nashik. The amount to be deposited for maintenance of common areas of the project presently calculated at Rs. 1,00,000/- (In Words Rs. One Lac Only) subject to additional demand as necessary, if the corpus of the amount become insufficient for maintenance of the facilities.

The amount of maintenance will be calculated/ attracted according to the total carpet area + (plus) terrace and balcony area of the unit Rs. _____/- per Sq. Ft.,/ Mtrs.,. + (plus) according to the undivided share in common area/ amenities. And the amount of maintenance is payable to the Allotee to the promoter separately.

46. The Promoters will form an Apartment Association or Society.

47. The Promoters shall take care of items of common maintenance till the society is formed or an Apartment is formed and declared and the office bearers are in control of the matters related to the day to day activities of the said society/ Apartment / Association of Persons. The items of common maintenance are provided in Schedule. The apartment holders are obliged to pay and incur expenses for common items without fail.

Maintenance will not be collected for unsold units. If the unit is sold & Allottee (s)/s is/are not staying still it is mandatory for him/her/them to pay his outgoings for the same.

48. The Allottee (s) shall use the ***"said premises"*** for the residential purpose only for which the plan is sanctioned.

49. The Allottee(s) along with the other Allottee (s) of the constructed ***"said premises"*** shall join for formation and registration of the Apartment Association. The Allottee (s) shall sign all, the applications, affidavits, forms, declarations and shall accept all the rules and Bye-Laws. The Allottee (s) shall sign all the said documents within 8 days from the demand thereof. The Allottee (s) shall not at any time raise any objections about the same. If the Allottee (s) fails to sign the agreements immediately, then it will amount to breach of this agreement and the Promoters have right to terminate the agreement. It is made clear that the Allottee(s) shall not get the ***"said premises"*** separated or partitioned nor shall get his share separated in the said property.

50. The Allottee (s) may obtain loan facility from financial institute for the payment of consideration amount. The loan taken by Promoters shall not prohibit the Allottee (s) from taking his/ her/ their individual loan for purchase of ***"said premises"*** and the Promoters shall provide necessary No Objection Certificate to the financial institution for grant of loan to the Allottee(s) by the financial institute of the choice of the Allottee (s). The Promoters shall provide all the necessary documents to the Allottee (s) for availing the said loan facility.

It is further agreed by the Allottee (s) that whole of the payment as contemplated herein shall be made by the Allottee (s) to the Promoters, towards consideration money and other charges as per this Agreement and Owner/ Promoter shall have lien for unpaid amount on the ***"said premises"***.

51. The Allottee (s)/s is/are not entitled to get partition of the said property i.e. the plot upon which the building is constructed.

52. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said plot and building or any part thereof. The

Allottee (s)/s shall have no claim save and except in respect of the ***"said premises"*** hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters until the said land and Building is transferred to the Apartment association as hereinabove mentioned.

53. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee (s)/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the ***"said premises"*** Allottee (s) nor shall the same in any manner prejudice the rights of the Promoters.

54. The ***"said premises"*** Allottee (s)/s shall present this Agreement as well as the conveyance at the proper registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

55. All notices to be served on the parties hereto as contemplated by this Agreement shall be deemed to have been duly served if sent to the parties, by Registered Post A.D./Under Certificate of posting at his/her address specified below:-

RUPESH S. BAGAD BUILDERS & DEVELOPERS
A PROPRIETARY CONCERN THROUGH PROPRIETOR
MR. RUPESH SHARAD BAGAD
Add. 103, First Floor, Space Star, MICO Circle, Nashik.

56. The Allottee (s)/s consents and authorizes the promoters to utilize and take access from marginal open areas of the building or wing or project and take connections from existing water, electricity, sewage and drainage lines and other convenience etc. in the said building/ phase/ project as and when they require to do so for carrying out further development and the construction of entire project.

57. It is hereby made clear that the furniture layout, colour scheme , specifications, amenities, elevation treatment, trees, lawns, garden etc. shown in the pamphlets, brochure, literature , hoardings, website and other promotional media are shown only for advertisement and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement.

58. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made hereunder/said Act and the rules made there under.

59. Service tax & any other taxes levied by the Central or State Government will be paid by the Allottee(s)/s at actual other than the said amount.

60. This is not a works contract. The Promoters are not a contractor appointed by the Allottee (s)/s.

SCHEDULE-I
OF THE SAID PROPERTY ABOVE REFERRED TO

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

All that piece and parcel of land lying, being and situate at **village - Nashik** bearing **Plot No.08, area adm.642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik.** Within the local limits of the Nashik Municipal Corporation Nashik, and bounded as follows -

On or towards East : Plot No. 09.
On or towards West : Plot No. 07.
On or towards North : Plot No.21.
On or towards South : 9.00 Meter Wide Colony Road.
together with all easement rights etc.

SCHEDULE-II

The Flat in ongoing scheme/project known as **"SWASTHI APARTMENT"** having **Flat No.____** on the **_____FLOOR**, **area admeasuring _____,** constructed / to be constructed. Which is bounded as shown below: -

East :

West :

South :

North :

Together with allotted parking. Together with right to use the Lift provided to the building in common and together with right to use common spaces, staircase, terrace etc.

SCHEDULE-III (amenities)

(R.C.C.) :-	R.C.C. frame structured.
(Brickworks):-	External Brick work 150 mm thik AAC Blocks.
	Internal Brick Work 10 mm thik AAC Blocks.
(Plaster Work):-	Double coat artificial sand finish plaster.
	Gypsum plastering for internal walls.
(Flooring):-	800 mm * 800 mm size flooring for LIVING, KITCHEN and DINING.
	600 mm * 600 mm size flooring for other rooms.
	600 mm * 600 mm size flooring for other rooms.
	300 mm * 300 mm size flooring for Bathroom, Terrace, and Balconies & Seat – out.
	Kota/ Commercial Granite/Tiles for Staircase.
(Electrical Sepcfications):-	Polycab/ finolex or equivalent make concealed wiring with moduler legrand/ Schneider or equivalent make switches.
(Windows):-	M.S. grill and granite frame (at four sides) to windows with 3 tracks. power coated aluminum sliding windows with 2 glass and 1 mosquito net shutter.

(Kitchen):-	Kitchen platform with granite top & stainless steel sink with C.R.C. Frame for trolley.
	Dado up to lintel level (8') above kitchen platform height with good quality glazed tiles.
	Jaguar / L & K or equivalent make CP fittings.
	Drinking water & above well water connection in kitchen sink with additional provision for water filter.
	Dados up to 4' height to UTILITY.
(Bathrooms):-	Designer bathroom with 8' height glazed tiles.
	Anti – skid ceramic tiles flooring in toilets.
	All toilets with jaquar / L & K or equivalent make shower, Diverter & taps.
	Western Water Closet & Wash Basin.
(Doors):-	1000 mm x 2400 mm laminated main entrance door with night latch.
	900 mm x 2400 mm both side laminated flush door with laminated ply frames for internal doors.
	750 mm x 2400 mm both side laminated/ coated door shutters with Granite frames for Bathroom Doors.
(Water Storage):-	One Underground & One Overhead water tank for domestic water and drinking Water.
	One Bore Well.
(Painting):-	External 1 coat of primer & 2 coats semi acrylic paint.
	Interiors - Pleasant shades in tractor emulsion with primer & putty.
	Water proofing treatment on terrace & toilets.
(Lift):-	6 / 8 Passenger Lift with Battery Back – up.
(Security):-	Compound walls with security gates.
	Intercom system connectivity for flats and security person.
	Video Door Phone.

SCHEDULE-IV

COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE BUILDING:-

1. The expenses of maintaining, repairing, redecoration etc. of the main structure and in particular the roof, gutters and rain water pipes, gas pipes if any, enjoyed entrances, passages, landings and staircase used by him/her in common with others as aforesaid.

2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building, staircases and other parts of the building or enjoyed or used by the Allottee(s)s in common as aforesaid.

3. The costs of decorating the exterior of the building.

4. The costs of salaries of clerks, bill collectors, chowkidars.

5. The costs of maintenance of other lights and service charges.

6. Municipal and other charge of taxes to be paid in common for common areas.

7. Insurance of the building.

8. The running expenses as necessary or incidental for maintenance.

9. Such other expenses as necessary or incidental for maintenance and upkeep of the building.

IN WITNESS WHEREOF THE PARTIES HERETO AND HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

RUPESH S. BAGAD BUILDERS & DEVELOPERS
A PROPRIETARY CONCERN THROUGH PROPRIETOR
MR. RUPESH SHARAD BAGAD

_____

SIGNED DEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER/S

MR. _____ **_____**

In presence of witnesses :–

1._____ 2. _____