ZoneNo. :
Govt.Rate/Sq.Mtrs. :
Row Bungalow Carpet area :
Govt. Valuation :
Consideration Cost :
Stamp Duty :
Registration Fee :

## AGREEMENT TO SALE

**AGREEMENT FOR SALE** made & executed at Nashik on this___thday of 2019 at Nashik.

## BETWEEN

**M/s. Aditi Developers**
Having Registered Office at –
578/B/2, Raut Farm, Behind Nishant Garden, Adgaon Shivar, Nashik
Through its Proprietor
**Shri. Vijay Marutirao Raut**
Age – 58, Occ. Business
Pan Card No.

Here in after referred to as the VENDOR/SELLER & DEVELOPER (which expression shall unless it be repugnant to the context or meaning there of mean and include his/her heirs, executors, administrators, assigns, etc)

## AND

_____
Age- Yrs. Occ.
PAN NO.
R/o

Hereinafter referred to as the PURCHASER (which expression shall un- less it be repugnant to the context or meaning thereof mean and include its other partners, executors, administrators, assigns, etc.).

AND WHEREAS the owners are well and sufficiently entitled to all that piece and parcel of non-agricultural plot properties bearing Plot /Survey/Gat No.578/B/2 area adm. 1513.78 sq.mtrs. situated at village ADGAON and within the local limits of Nashik Municipal Corporation and registration sub district and district at Nashik (more particularly described in schedule-I written hereunder and hereinafter for the sake of brevity is referred to as the said property).

AND WHEREAS the said Gat No. 578/B/2 was the ancestral property of Mr. Vijay Maruti Raut, Smt. Yashoda Maruti Raut

Yashoda Raut is mother of Mr. Vijay Raut therefore she released her right in the said property in favour of Mr. Vijay Maruti Raut through Release Deed which was registered in the office of Sub Registrar Nashik at Sr. No …/2019 dt.03/07/2019. And accordingly her name was remove on the said 7/12 extract of said Gat No. 578/B/2 by M.E.No…….... And since then the said property is belongs to Mr. Vijay Raut i.e. vendor and he have absolute rights authorities and powers thereof to deal, construct and dispose off the same. And accordingly Mr. Vijay Raut decide to develop the said plot and build a Row Bunglow/ House Scheme on the said plot through his proprietary firm namely M/s. Aditi Developers.

AND WHEREAS the title of the said property is clear, marketable and free from all encumbrances. The vendor has submitted to the purchaser all necessary documents of title regarding the said property along with approved building plan and after ascertainment of the purchaser regarding title of the vendor, purchaser has entered in this Agreement and executed the same.

AND WHEREAS the vendor/seller are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Vendor/seller is in possession of the project land. AND WHEREAS the Vendor/seller has decided to construct on the schedule-I property a residential 11 Row Bunglow/Houses and 4 residential Flat Scheme.

AND WHEREAS the vendor/seller has entered into a standard Agreement with an Architect Mr. Sunil Bhor.

AND WHEREAS the promoter has registered the project under the provisions of the Real Estate Act,2016 with the Real Estate Regulatory Authority at Nashik **No. …….** authenticated copy is attached in Annexure-….

AND WHEREAS the promoter has appointed a structural Engineer Mr. Sunil Bhor for the preparation of the structural design and drawings of the buildings and the vendor/seller accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Sale Deed vendor/seller has sole and exclusive right to sell the Row Houses/ Bunglow in the said project to be constructed by the vendor/seller on the schedule property and to enter into Agreement/s with the purchaser/s of the Row Houses to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the purchaser, the vendor/seller has given inspection to the purchaser of all the documents of title relating to the schedule property and the plans, designs and specifications prepared by the vendor/seller's Architects Mr. Sunil Bhor 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 thereunder.

AND WHEREAS the copy of Certificate of Title issued by Advocate Mr. Pavan Ashok Gurav of the vendor/seller, authenticated copies of 7/12 extract of the schedule property on which the Apartments are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the vendor/seller and according to which the construction of the buildings and open spaces are proposed to be provided for the building have been annexed hereto.

AND WHEREAS the authenticated copies of the plans agreed to be purchased by the Purchaser, as sanctioned and approved by the Nashik Municipal Corporation have been annexed hereto.

AND WHEREAS the vendor/seller shall obtain the balance approvals from various required authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the vendor/seller has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for purchase of a **Row House/ Bunglow more particular schedule II** in the project being constructed.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the vendor/seller a sum of **Rs..... (Rupees .....)** only, being part payment of the sale consideration of the Row House/ Bunglow No….. agreed to be sold by the vendor/seller to the purchaser as advance payment and the Purchaser has agreed to pay to the vendor/seller the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 the Promoter is required to execute a written Agreement for sale of said Row House/ Bunglow with the PURCHASER/ Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the

vendor/seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment.

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

**1. The vendor/seller shall construct the said building/s consisting of 11 ROW HOUSES/BUNGLOWS AND 4 FLAT ON THE PROJECT LAND in accordance with the plans, designs and specifications as approved by the Nashik Municipal Corporation, Nashik.**

Provided that the Promoter shall have to obtain prior consent in writing of the purchaser in respect of variations or modifications which may adversely affect the Row House / Bunglow of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

**1.a** The Purchaser hereby agrees to purchase from the vendor/seller and the vendor / seller hereby agrees to sell to the purchaser **ROW HOUSE/ BUNGLOW NO. . HAVING CARPET AREA ADMEASURING …….SQ. MTRS. Having its PLOT AREA ADMEASURING [AS PER RERA] IN THE BUILDING "……."**for the consideration of **Rs. ……../- [ Rupees …… only]** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

**1.b** The purchaser has paid on or before execution of this agreement a sum of **Rs……. (Rupees only)** as advance payment and hereby agrees to pay to that vendor/seller the balance amount of **RS.....( RUPEES.....)** in the following manner:-

**AMOUNT RS. PARTICULAR**

i (c) payment schedule

**1(d) The** Total Price above **EXCLUDES** Taxes (consisting of tax paid or payable by the seller by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the vendor/seller) up to the date of handing over the possession of the [Row House].

**1(e)** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The

vendor/seller undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the vendor/seller will 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.

**1(f)** The vendor/seller will confirm the final carpet area that has been allotted to the purchaser after the construction of the Building is complete and the occupancy certificate is granted by the Nashik Municipal Corporation, Nashik, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the vendor/seller. If there is any reduction in the carpet area within the defined limit then vendor/seller will refund the excess money paid by purchaser within forty-five days with annual interest at the rate specified in the Real Estate Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the vendor/seller shall demand additional amount from the purchaser as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

**2.1** The vendor/seller hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the NMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Row House/ Bunglow to the purchaser, obtain from the NMC occupancy and/or completion certificates in respect of the Row House/ Bunglow.

**2.2** Time is essence for the vendor/seller as well as the purchaser. The vendor/ seller shall abide by the time schedule for completing the project and handing over the Row House/Bunglow to the purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the vendor/seller as provided in clause 1 (c) herein above. ("Payment Plan").

**3** The vendor/seller hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which

are applicable to the said Project. The vendor/seller has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and purchaser has agreed to purchase the said Unit/Apartment based on the proposed construction and sale of apartments to be carried out by the vendor/seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to vendor/seller only.

**4.1** If the vendor/seller fails to abide by the time schedule for completing the project and handing over the Unit/Row House to the purchaser, the vendor/seller agrees to pay to the purchaser, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the vendor/seller, interest as specified in The Maharashtra Real Estate Rules, on all the delayed payment which become due and payable by the purchaser to the vendor/seller under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the vendor/seller.

**4.2** Without prejudice to the right of vendor/seller to charge interest in terms of sub clause 4.1 above, on the purchaser committing default in payment on due date of any amount due and payable by the purchaser to the vendor/seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: But vendor/seller have to give notice of fifteen days in writing to the purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the purchaser fails to rectify the breach or breaches mentioned by the vendor/seller within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

And upon termination of this Agreement as aforesaid, the vendor/seller shall refund to the purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to vendor/seller) within a period of thirty days of the termination, the instalments of sale consideration of the Row House/ Bunglow which may till then have been paid by the purchaser to the vendor/ seller.

**5** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the vendor/seller in the said Row House are annexed hereto. It is further provided that if any additional amenities or modifications are demanded by the purchaser or the specifications are changes at the direction of the purchaser, then

the purchaser in both the events has to pay additional amounts for the changes and also the purchaser does hereby agree to pay the said amount due as and when demanded by the vendor. The cost of such modifications, additional amenities shall be determined by the project architect and his decision shall be final. The payment of the amounts is condition precedent.

**6** The vendor/seller will give possession of the Apartment to the purchaser on or **before date / /202 .**If the vendor/seller fails or neglects to give possession of the Row House to the purchaser on account of reasons beyond his control by the aforesaid date then the vendor/seller will be liable on demand to refund to the purchaser the amounts already received by him in respect of the Row House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the vendor/seller received the sum till the date the amounts and interest thereon is repaid. Provided that the vendor/seller shall be entitled to reasonable extension of time for giving delivery of Row House on the aforesaid date, if the completion of building in which the Row House is to be situated is delayed on account of

i **Non-availability of steel, cement, other building material, water or electric supply sand & stone metal ;**

ii War, civil commotion or act of God beyond control of the vendor / promoter.

iii Any Notice, order, rule, notification of the Government and / or other public of competent authority.

iv **iv.** Non-availability of labor and also contingency of labor strike or accident at site.

v **v. Payment of the consideration and all other amounts by the purchaser/s.**

**7.1** Procedure for taking possession - The vendor/seller, upon obtaining the occupancy certificate from the NMC and the payment made by the purchaser as per the agreement shall offer in writing the possession of the Row House, to the purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the vendor/seller shall give possession of the Row House/Bunglow to the purchaser. The vendor/seller agrees and undertakes to indemnify the purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the vendor/seller. The purchaser agree(s) to pay the maintenance charges as determined by the vendor/seller or association of purchasers, as the case may be. The vendor/seller on its behalf shall offer the possession to the purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2** The Purchaser shall take possession of the Row House/ Bunglow within 15 days of the written notice from the vendor/seller to the purchaser intimating that the said Apartments are ready for use and occupancy.

**7.3** Failure of purchaser to take Possession of Row House upon receiving a written intimation from the vendor/seller as per clause 7.1, the purchaser shall take possession of the Row House/Bunglow from the vendor/seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the vendor/seller shall give possession of the Row House/Bunglow to the purchaser. In case the purchaser fails to take possession within the time provided in clause 7.1 such purchaser shall continue to be liable to pay maintenance charges as applicable.

**7.4** If within a period of five years from the date of handing over the Row House to the purchaser, the purchaser brings to the notice of the vendor/seller any structural defect in the said Row House or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the vendor/seller at his own cost and in case it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the vendor/seller, compensation for such defect in the manner as provided under the RERA Act.

**8.** The purchaser shall use the Row House/Bunglow or any part thereof or permit the same to be used only for purpose of Residence.

**9.** The purchaser along with other purchaser(s)s of said project shall join in forming and registering the Society or Association or Apartments to be known as **"Yashoda Garden"** and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company or Apartment and for becoming a member, including the byelaws of the proposed Society or apartment and duly fill in, sign and return to the vendor/seller within seven days of the same being forwarded by the vendor/seller to the purchaser, so as to enable the vendor/seller to register the common organization of purchasers. No objection shall be taken by the purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co- operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

**9.1** The vendor/seller shall, within three months of registration of the Society or Association of Apartment, as aforesaid, cause to be transferred to the society or Apartment all the right, title and the interest of the Vendor/seller and/or the owners in the said structure of the Project in which the said Row House/ Bunglow is situated.

**9.2** The vendor/seller shall, within three months of registration of the Federation/apex body of the Societies or Apartment, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/seller and/or the owners in the land on which the building is constructed.

**9.3** Within 15 days after notice in writing is given by the vendor/seller to the purchaser that the Row House/ Bunglow is ready for use and

occupancy, the purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company/Apartment is formed and the said structure of the building/s or wings is transferred to it, the purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The purchaser further agrees that till the purchaser's share is so determined the purchaser shall pay to the vendor/seller provisional monthly contribution of **Rs. ---------- per month** towards the outgoings. The amounts so paid by the purchaser to the vendor/seller shall not carry any interest and remain with the vendor/seller until a conveyance of the structure of the building is executed in favor of the society or a limited company or apartment as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the vendor/seller to the Society or the Limited Company or Apartment, as the case may be.

**10. The purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -**

i Rs. --------/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Apartment/Federation/ Apex body.

ii Rs. --------/- or GST, service Tax, VAT any other Tax as may be levied on the transaction under this agreement by state Govt. or Central Govt. or local authorities. The purchaser undertakes to pay such demands, even the same are made by the concerned authorities even after the final conveyance for the said Unit/Apartment is executed by the vendor.

iii Rs. --------/- For Deposit towards Water, Electric, and other utility and services connection charges &

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

**12** At the time of registration of conveyance of the structure of the building, the purchaser shall pay to the vendor/seller, the purchaser's

share of stamp duty and registration charges payable, by the said Society or Limited Company or apartment on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the schedule land, the purchaser shall pay to the vendor/seller, the purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

**13** REPRESENTATIONS AND WARRANTIES OF THE VENDOR / SELLER.

The vendor/seller hereby represents and warrants to the Allottee as follows.

i The vendor/seller has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the schedule-I property land and also has actual, physical and legal possession of the land for the implementation of the Project;

ii **The vendor/seller has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.**

iii There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi The vendor/seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected;

vii The vendor/seller has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Row House/ Bunglow which will, in any manner, affect the rights of purchaser under this Agreement.

viii The vendor/seller confirms that the vendor/seller is not restricted in any manner whatsoever from selling the said Row

House/ Bunglow to the purchaser in the manner contemplated in this Agreement;

ix At the time of execution of the conveyance deed of the structure to the association of purchasers the vendor/seller shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the purchaser;

x The vendor/seller has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

xi No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the vendor/seller in respect of the project land and/or the Project except those disclosed in the title report

**14** The purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Row House/ Bunglow may come, hereby covenants with the vendor/seller as follows :-

i To maintain the Row House at the purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in or to the project in which the Row House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the project in which the Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.

ii Not to store in the Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/ project in which the Row House/ Bunglow is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Row House is situated, including entrances of the building in which the Row House is situated and in case any damage is caused to the building/ project in which the Row House is situated or the Row House on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

iii To carry out at his own cost all internal repairs to the said Row House/ Bunglow and maintain the Row House/ Bunglow in the same condition, state and order in which it was delivered by the vendor/seller to the purchaser and shall not do or suffer to be done anything in or to the building/ project in which the Row House is situated or the Row House/ Bunglow which may be contrary to the

rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the purchaser committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv Not to demolish or cause to be demolished the Row House/ Bunglow 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 Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the Row House / Bunglow and shall keep the portion, sewers, drains and pipes in the Row House / Bunglow and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/ project in which the Row House/ Bunglow is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the vendor/seller and/or the Society or the Limited Company.

v Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Row House or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Row House in the compound or any portion of the project land.

**vii.** Pay to the vendor/seller within fifteen days of demand by the vendor/seller, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the project in which the Row House is situated.

**viii.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

**ix. The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the vendor/seller under this Agreement are fully paid up.**

**x.** The purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apartment or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project and Row Houses/ Bunglow therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and

other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apartment/ Apex Body/ Federation regarding the occupancy and use of the Row House and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**xi.** Till a conveyance of the structure of the project in which Row House is situated is executed in favour of Society/ Limited Society/ Apartment, the purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

**xii.** Till a conveyance of the project land on which the project in which Row House/ Bunglow is situated is executed in favour of Apex Body or Federation, the purchaser shall permit the vendor/seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

**16 VENDOR/SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the vendor/seller executes this Agreement he shall not mortgage or create a charge on the Row House and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser who has taken or agreed to take such Row House.

**17 BINDING EFFECT** Forwarding this Agreement to the purchaser by the vendor/seller does not create a binding obligation on the part of the vendor/seller or the purchaser until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the vendor/seller. If the purchaser(s) fails to execute and deliver to the vendor/seller this Agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the vendor/seller, then the vendor/seller shall serve a notice to the purchaser for rectifying the default, which if not rectified

within 15 (fifteen) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever.

**18 ENTIRE AGREEMENT**

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

**19** PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUB- SEQUENT PURCHASERS

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

**20** SEVERABILITY

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

**21** METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the purchaser has to make any payment, in common with other purchaser(s) in Project, the same shall be in proportion to the carpet area of the [/Plot] to the total carpet area of all the [Row House /Plot] in the Project.

**22 FURTHER ASSURANCES**

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

**23 PLACE OF EXECUTION**

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

**24** This Agreement shall always be subject to the provisions contained in THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and the rules there under and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

**25** The purchaser and/or vendor/seller shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the other party will attend such office and admit execution thereof.

**26** That all notices to be served on the purchaser and the vendor/seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser or the vendor/seller by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses given to each other.

It shall be the duty of the purchaser and the vendor/seller to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the purchaser, as the case may be.

**27 Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.**

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

**29 GOVERNING LAW**

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

## SCHEDULE -I

**(OF THE SAID PLOT PROPERTY HEREINABOVE REFERRED TO)**

All that piece and parcel of properties bearing Plot/Gat No.578/B/2 admeasuring area 1513.78 Sq. Mtrs. situated at village **ADGAON** within the limits of Nashik Municipal Corporation, Nashik, within the registration and sub-registration district Nashik, Tal. & Dist. Nashik, and within the Nashik Urban Agglomeration, Nashik, which is bounded as follows:

EAST : S.No.580
WEST : S.No. 578/B/3
SOUTH : S.No. 573
NORTH : 18 Mtr. Wide D.P. Road

All the said properties together with soil, sub soil, casement, hereditaments etc.

## SCHEDULE -II

**(OF THE SAID PREMISES AGREED TO PURCHASE BY PURCHASER HEREINABOVE REFERED TO)**

On the aforesaid property a building named as **" YASHODA GARDEN"** is under construction and out of the said building, the premises of **ROW HOUSE/BUNGLOW NO. having Carpet area of …….. sq. mtr. alongwith ground floor parking area ……. Sq.mtrs. having its plot area adm…….. sq.mtrs. [As Per RERA]** together with right to use landings. The said premises is bounded as shown below.

EAST :
WEST :

SOUTH :
NORTH :
Together with all rights including common right in the said project etc.

**SCHEDULE -III**

**OF THE SPECIFICATION AND AMENITIES PROVIDED IN THE FOR FLAT HEREIN ABOVE REFERED TO**

1. Building will be R.C.C. framed structure with Frame analysis for “Earth quake resistant Structure” done while designing the building.
2. All external walls will be 6" thick in Brick/fly ash brick masonry. Internal walls shall be 4" thick.
3. External plaster sand faced in cement with acrylic paint and internal plaster in neeru finish with lime wash paint.
4. Flooring shall be 24"x 24" vitrified tiles with skirting.

Add more amenities as per project

5. Ceramic flooring with Glazed tiles up to 3' will be provided for bathroom and toilet.
6. Concealed plumbing in Toilet.
7. Concealed wiring in the premises with branded switches.

If any extra amenities required by the purchaser the same will be provided by vendor after getting extra charges for that.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

…… THROUGH ITS PARTNER/ ……..
**[ VENDOR]** _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED**
**SHRI. _____ _____**
**[ PURCHASER ]**

-: WITNESS: -
**[1] _____ [2] _____**