

ZONE No. \_\_\_\_\_  
 Govt. Value of : Rs. \_\_\_\_\_  
 Consideration of : Rs. \_\_\_\_\_  
 Stamp duty of : Rs. \_\_\_\_\_  
 Registration fee of : Rs. \_\_\_\_\_

### **AGREEMENT TO SALE**

This Agreement to Sale is made and executed on \_\_\_\_\_, month  
 Of \_\_\_\_\_, \_\_\_\_\_ at Nashik.

#### **BETWEEN**

**M/S Amma Builders & Developers** is a registered partnership firm, having its registered office at Flat no. 01, Ozone Building, plot no. 17, Survey no. 7/1, Mamta Nagar, Ashoka road, Nashik-422006. **PAN: AAVFA9304L**, represented by its authorized partner **Mr. Ali Munir Khan**, age: 36, occupation: business, residing at 'Mabruk' bungalow, plot 40, Bhabhanagar, Nashik- 422011, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **OF THE ONE PART.**

#### **AND**

**Mr. \_\_\_\_\_**, age: \_\_\_\_\_, occupation: \_\_\_\_\_, **PAN: \_\_\_\_\_**,  
**R/o. \_\_\_\_\_**, hereinafter called the **" allottee/s"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) **OF THE OTHER PART.**

#### **WHEREAS:**

- a) The party of part one herein is the owner in possession of the land property (**which contains flat no. \_\_\_\_\_ in project named 'Happy Homes'**) more particularly described in **Schedule 'I'** written here under. Hereinafter referred to as **"Said Property"**.
- b) Mrs. Kusum Kautik Thakre was the original landlord of plot no. 24 in Sr. no. 83/1D/2/1/83/1D/3 admeasuring 265.78 sqm.  
 Amma Builders and Developers (Promoter) had purchased plot no. 24 from from Mrs. Kusum Kautik Thakre, through sale deed registration no. **4/6263/2016**, dated **29/08/2016**, at office of Sub- Registrar, Nashik- 4.
- c) Mr. Abdul Sattar Haji Munaf Shaikh was the original landlord of plot no. 23 in Sr. no. 83/1D/2/1/83/1D/3 admeasuring 223.37 sqm.  
 Amma Builders and Developers (Promoter) had purchased plot no. 23 from from Mr. Abdul Sattar Haji Munaf Shaikh, through sale deed registration no. **1/6210/2017**, dated **30/08/2017**, at office of Sub- Registrar, Nashik- 4.

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- d) Amma Builders and Developers, through partner Mr. Ali Munir Khan had obtained amalgamation the said plots bearing **plot no. 23 + plot no. 24 in Sr. no. 83/1D/2/1/83/1D/3** from Nashik Municipal Corporation vide letter no. **A4/AML/75 dated 31/03/2018**. After this amalgamation, the collective total area of plot no. 23 + plot no. 24 is now admeasuring  $223.37 \text{ sqm} + 265.78 = 489.15 \text{ sqm}$ .
- e) The promoter has given part plot land possession of land area 18.88 sqm to Nashik Municipal Corporation for colony road widening from present 7.5 meter wide colony road to widening this road to 9 meter wide colony road by Nashik Municipal Corporation letter no. 311 dated 21/09/2018. Hence the present remaining plot area for construction work is  $489.15 \text{ sqm} - 18.88 \text{ sqm} = 470.27 \text{ square meter}$ . The same is recorded in present 7/12 extract.
- f) Amma Builders and Developers, through partner Mr. Ali Munir Khan had purchased TDR from Mr. Dilip Sahadu Jadhav and 11 others through their general power of attorney holder Mr. Dilip Dattu Datir an area admeasuring 106 sqm. via registration no. **5-8572-2018** dated **05/11/2018**. This TDR is loaded on the said plot no. 23+24 and the same is recorded in Nashik Municipal Corporation's Development Right Certificate no. **751**.
- g) The promoter has completed all the legal formalities with respect to the right, title and interest in respect of the said property on which the said project is to be constructed. The promoter herein alone has sole and exclusive right to sell the units in the said project to be constructed by the promoter on the said property and is fully competent to enter into agreement with the allottee/s and to receive its price in respect thereof.
- h) The promoter has obtained this project plan approved from Nashik Municipal Corporation vide commencement certificate no. **LND/BP/A4/25/2018** dated **30/11/2018** and accordingly may commence construction of the building. (Herein referred to as "**Said building**").
- i) In pursuance of the said plan as may revised in future, the promoter is constructing / constructed the building on the said property with a view to sell it to prospective allottee/s who would abide by the terms and conditions of this agreement.
- j) The allottee/s is desirous to purchase **flat no. \_\_\_\_\_** as per sanctioned building plan, which is more particularly described in **Schedule-II** written hereunder.
- k) Relying upon the same desire the promoter agrees to register this agreement of the said **flat no. \_\_\_\_\_** with the allottee/s herein at the price and on the terms and condition herein after appearing.  
Copy of 7/12 extract, commencement certificate and sanctioned building plan by Nashik Municipal Corporation is annexed herewith.
- l) The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by 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 herein after; And the allottee/s has not given any third party any rights to enforce this said agreement unless the said unit is transferred to him/her/them.

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

- 1) **PROMOTER AGREES TO SALE:** Subject to other terms and conditions herein, the allottee/s hereby agrees to purchase from the promoter and the promoter hereby agrees to sale to the allottee/s the said unit/flat/row house, which is more particularly described in Schedule II given hereunder for the consideration price of **Rs. \_\_\_\_\_** (in words **Rs. \_\_\_\_\_**), payable by the allottee/s to the promoter, as herein after mentioned.
- 2) **CONSIDERATION:**
  - 2.1) **Total consideration:** The allottee/s has agreed to purchase and the promoter has agreed to sell the said unit for price of **Rs. \_\_\_\_\_** (in words **Rs. \_\_\_\_\_**).
  - 2.2) **MODE OF PAYMENT:** The allottee/s agrees and understands that timely payment towards purchase of the said unit/flat/row house as per payment plan/schedule hereto is the essence of the agreement are as follows:-

| Sr. No. | Particulars                                                                                                                                                                                                  | Percentage of consideration payable/ Amount | Amount in Rs. |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------|
| 1       | Paid by the allottee/s to the promoter at the time of booking Rs. _____ (In words: _____ only) by Cheque bearing no. _____ drawn on Bank _____ Dt. _____.                                                    | 10%                                         | _____/ -      |
| 2       | At time of Plinth.<br>To be payable by the allottee/s to the promoter by obtaining loan from any financial institution, bank or as his own arrangement within period of 7 days from demand date.             | 35 %                                        | _____/ -      |
| 4       | At casting of 3rd floor slab.<br>To be payable by the allottee/s to the promoter by obtaining loan from any financial institution, bank or as his own arrangement within period of 07 days from demand date. | 25%                                         | _____/ -      |

| Sr. No. | Particulars                                                                                                                                                                                                                       | Percentage of consideration payable/ Amount | Amount in Rs. |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------|
| 5       | At commencement of brickwork and plaster of walls.<br>To be payable by the allottee/s to the promoter by obtaining loan from any financial institution, bank or as his own arrangement within period of 07 days from demand date. | 15%                                         | _____/-       |
| 6       | At commencement of flooring.<br>To be payable by the allottee/s to the promoter by obtaining loan from any financial institution, bank or as his own arrangement within period of 07 days from demand date.                       | 10%                                         | _____/-       |
| 7       | At the time of handing over the possession.<br>To be payable by the allottee/s to the promoter by obtaining loan from any financial institution, bank or as his own arrangement within period of 07 days from demand date.        | 5%                                          | _____/-       |
|         | <b>Rs. _____ only.</b>                                                                                                                                                                                                            |                                             | _____/-       |

- 2.3) Notwithstanding anything agreed herein or any other writing if any cheque is dishonored for whatever reason this agreement will stand automatically terminated and no notice / writing will be required. The payment of installment shall be made as per schedule and within the period of **7 working days** from the date of receipt of demand letter.
- 2.4) The total price above excludes taxes (consisting of tax paid or payable by the promoter by way of value added tax, service tax, VAT, CESS, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said project payable by the promoter up to the date of handing over the possession of the unit/flat/apartment/row house.
- 2.5) The total price is escalation free, save and except increases which the allottee/s hereby agrees to pay, due to increase in amount 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 from time to time. The promoter undertakes and agrees that while raising a demand on the allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the

promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee/s, which shall only be applicable on subsequent payments. The promoter may charge the allottee/s separately for any upgradation/changes specifically requested and approved by the allottee/s in fitting, fixtures and specifications and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein.

- 2.6) The promoter herein on due date/or reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the allottee/s and the allottee shall make payment of such due amount to the promoter within **seven working days** from the date of receiving such intimation. The allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with service tax, vat tax, GST and such other taxes, cesses, charges etc. without any delay along with each installment.
- 2.7) Payments of any installments if made in advance shall be adjusted to the next installment as mentioned above. No interest shall be paid by the promoter for such advance payments made by the allottee/s or by housing finance companies/bank etc on behalf of allottee/s.
- 3) **MODE OF PAYMENT:** Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee/s shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“AMMA BUILDERS AND DEVELOPERS.” ACCOUNT IS IN ICICI BANK, BODHLE NAGAR BRANCH, NASHIK-422006, AND ACCOUNT NO. : 186805001344, IFSC code: ICIC0001868.**
- 4) **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The allottee/s authorizes the promoter to adjust /appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as promoter may in its sole discretion deem fit and the allottee/s undertakes not to object/demand/direct the promoter to adjust his/her/their payments in any manner.
- 5) **PENAL CHARGES ON UNPAID DUE AMOUNT:** Without prejudice to the right of the promoter to take action for breach arising out in delay in payments of the installments on the due dates, the allottee/s shall be bound and liable to pay penalty and administration charges at rate of 18% per annum with monthly rest, on all amounts which become due and payable by the allottee/s to the promoter till date of actual payment. The amount of penalty and administration charges may be informed to the allottee/s from time to time, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said unit/flat/row house.
- 6) **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:** The promoter hereby agrees to observe, perform and comply with all the terms and

conditions, stipulations and restrictions if any, which may be imposed by the concerned local authority, state and/or central government including environment department at the time of sanctioning of the project/plans.

- 7) **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:** The promoter has made full and true disclosure of the title of the said property as well as notified that there is no encumbrance known to the promoter in the title report of the advocate of the said property. The promoter has also disclosed to the allottee/s nature of its right, title and interest or the right to construct building/s, and also given inspection of all documents to the allottee/s as required by the law. The allottee/s having acquainted himself/herself/themselves with all facts and right of the promoter and satisfaction of the same has entered into this agreement.
- 8) **SPECIFICATION AND AMENITIES:** The specifications and amenities of the unit/flat/row house to be provided by the promoter in the said building and the said unit/flat/row house are those that are set out in “**ANNEXURE – A**” hereto. In the said building, the construction is considering to maintain the stability of the said building and internal structures, hereby specifically informed by its consultant and promoter not to allow any internal changes. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.
- 9) **POSSESSION:** Notwithstanding anything to the contrary contained herein, the allottee/s shall not be entitled to claim possession of the said unit/flat/row house until the allottee/s has paid all dues payable under this agreement in respect of the said unit/flat/row house to the promoter and has paid all the necessary maintenance amount/deposit, service tax, vat, GST and other taxes payable under this agreement of the said unit/flat/row house to the promoter.

Unless the allottee/s has paid/satisfied/realised the entire amount of consideration and other money/charges payable by the allottee/s under this agreement or to the promoter, the allottee/s shall have no right to do any kind of interior work such as furniture/false ceiling/other work and also to claim the possession of the said unit/flat/row house for whatever reason. Provided that the possession shall be delay on account of:-

- (i) Force majeure
- (ii) Non-availability of steel, cement, other building materials, water or electric supply, labour problem.
- (iii) War, civil commotion, flood, drought, fire cyclone, earthquake or act of God or any calamity of nature.
- (iv) Any notice, order, rule, notification of the public authority or collector directly or indirectly affecting the development of the said property or part of it.
- (v) Any issue, relating to the property pending for final order of court of any other authorities.
- (vi) Changes in any rules, regulations and bye-laws of various statutory bodies and

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- authorities from time to time which is affecting the development of the project.
  - (vii) Delay in grant of any NOC/permission/license, connection, installation of any services such as lift/s, electricity and water connections and meters of the project unit/flat/row-house, road NOC of certificate from appropriate authorities.
  - (viii) Delay of default in payment of dues by the unit/flat/row-house allottee/s under these presents (without prejudice to the right of promoter to terminate this agreement).
  - (ix) Pendency of any litigation.
  - (x) Any act beyond control of promoter.

**10) TERMINATION OF AGREEMENT:**

- 10.1) On the allottee/s committing default in payment on due date/s of any amount due and payable by the allottee/s to the promoter under this agreement, including his proportionate share of taxes levied by concerned local authority and other out goings and on the allottee/s committing breach of any of the term and condition of this agreement, the promoter shall be entitled in his sole discretion to terminate this agreement.

Provided that, the power of termination under this agreement shall not be exercised by the promoter, unless the promoter has given to unit /flat/row house allottee/s 15 (fifteen) days, prior notice in writing, of its intention to terminate the agreement and pointing out breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement and the allottee/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice.

- 10.2) On expiry of such notice period, the promoter herein shall be entitled to issue second notice as to the termination of the agreement and forfeiture of the amounts whatsoever paid by the allottee/s to the promoter or at its discretion to refund the amounts hereinafter set forth. Upon such event, this agreement stands non-est in law, without requiring any further documentation in that respect.

- 10.3) Provided further that upon the termination of this agreement as aforesaid and if the promoter has not decided to forfeit the amounts so paid in that case, the promoter herein is entitled to retain 10% of total amount of consideration of the said unit/flat/row house so agreed towards the compensation for breach of the agreement and expenses incurred, the promoter may refund to the allottee/s the installment or price which the allottee/s might have till then paid to the promoter without any interest, the aforesaid amount shall be paid by the promoter to the allottee/s by cheque along with notice in writing immediately, after receiving amount by resale of the unit/flat/row house and on such condition the promoter shall be entitled to resale the said unit/flat/row house and/or dispose off or otherwise alienate the same in any manner as the promoter herein in his sole discretion and the allottee/s shall return the original agreement to the promoter.

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10.4) It has been agreed between parties herein that, if unit/flat/row house allottee/s desirous of cancellation of the flat, without prejudice the rights of the builder to seek specific performance, in that case promoter shall be entitled to claim compensation equal to 10% of total agreed consideration of the said flat towards administrative cost and compensation for non performance and other cost.

11) **DEFECT LIABILITY:** Provided however, that the allottee/s shall not carry out any alterations of whatsoever nature in the said unit/flat/row house of the said building which shall include but not limit to columns, beams, the RCC structure etc. or in the fittings therein, in particular it is hereby agreed that the allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. In any of such works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s, and shall not mean defects caused by normal wear and tear and by negligent use of the apartment/unit/flat/row house by the occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee/s to maintain his/her/their unit/flat/row house in proper manner and take all due care needed including the joints in the tiles in his unit/flat/row house are regularly filled with white cement / epoxy to prevent water seepage.

The allottee/s has been made aware and that the allottee/s expressly agrees that the regular wear and tear of the said unit/flat/row house included minor hairline cracks on the external and the internal walls which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/flat/row house/building/wing as stated in this agreement. That further it is agreed by the allottee/s that any damage or change done within the said unit/flat/row house in the said building done by him/them or by any third person on and behalf if the allottee/s expressly absolves the developer from the same liability and specifically consents that on such act done, he/they shall waive his/their rights to enforce the defect liability on and towards the developer.

12) The allottee/s hereby agrees to obtain conveyance of the said premises under the scheme of apartment of Maharashtra Apartment Ownership Act. 1970.

**13) PAYMENTS OF TAXES, CESSSES, OUTGOINGS ETC:**

- 13.1) The allottee/s herein is well aware that, anytime after the execution of this agreement, the service tax, VAT tax, GST, etc in imposed/increased under respective statute by the central and the state government respectively and further at any time before and after execution of this agreement any present/additional taxes/duty/charges/ premium/cess/house tax/surcharge/rule/regulation notification order/ either by the central or the state government or by the local authority or by any revenue or other authority, on the said unit/flat/row house or this agreement or the transaction herein, shall exclusively be paid/borne by the allottee/s. The allottee/s hereby, always indemnifies the promoter from all such levies, cost and consequences.
- 13.2) Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on allottee/s of the said unit/flat/row house and if for whatsoever reason respective recovering authority got recovered the same from the promoter in such circumstances the promoter herein shall be entitled to recover the same from the allottee/s along with penalty and the allottee/s herein shall pay the same to the promoter within stipulated period as may be informed by the promoter to the allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said unit/flat/row house being first encumbrance of the promoter. The allottee/s herein with due-diligence has accepted the aforesaid condition.
- 13.3) The allottee/s is made aware and expressly agrees herein that when this project is out of water supply and/or there is likely to be low water supply from the local authority and/or bore well provision made in the said property, then the allottee/s shall have to pay for water charges either by tanker or any other form.
- 14) **FLOOR AREA RATIO/FLOOR SPACE INDEX:** The allottee/s agrees that the promoter shall also be entitled to load additional Floor Space Index (FSI) as may be permitted under development control rules or by way of utilizing Transferable Development Rights (TDR) or Premium FSI or otherwise. It is further clarified that, the promoter shall be the only who shall claim and utilize the balance FSI or TDR as may be granted and/or allowed, by way of TDR or otherwise, in present or in future, for the said property. It is agreed between the parties herein that, such additional FSI/TDR/Premium FSI/others shall be consumed only by the promoter at any time even after the property is conveyed to the individual unit/flat/row house allottee/s or organization of the unit/flat/row house allottee/s as may be formed. The promoter is entitled to make use of the said FSI/TDR/Premium FSI/others as and when and where he desire. The allottee/s undertakes not to object for any further construction as shall be carried out by the promoter for consuming the said balance FSI/TDR/Premium FSI/others or any additional FSI/TDR/Premium FSI/others shall be granted or of disposing it in any manner. The allottee/s has accorded his irrevocable consent to it. This is also one of the essence of the present agreement.
- 15) **COVENANTS AS TO USE OF SAID APARTMENT/UNIT/FLAT/ROW HOUSE:** The allottee/s or himself/themselves with intention to bring all persons into whosoever hands the

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apartment/row house may come, hereby covenants with the promoter as follows for the said apartment/row house and also the said project in which said apartment/ row house is situated.

- 15.1) To maintain the apartment/ row house at the allottee/ss own cost in good tenantable repair and condition from the date of possession of the apartment/ row house is taken and shall do so or suffer to be done anything in or to the building in which the apartment/ row house is situated which may be against the rules, regulation or bye laws or change/alter or make addition in or to the building in which the apartment/ row house is situated and the apartment/ row house itself or any part thereof without the consent of the local authorities, if required.
- 15.2) Not to store in the apartment/ row house any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure if the building in which the apartment/ row house is situated or storing of which goods is objected to by the concern local and other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the apartment/row house is situated, including entrance of the building in which the apartment/row house is situated and in case any damage is caused to the building in which the apartment/row house is situated or the apartment/row house on account of negligence or default of the allottee/s in this behalf, the allottee/s shall be liable for the consequences of breach.
- 15.3) The allottee/s or any person through the allottee/s shall use the said premises for the purpose , for which it is purchased and **the allottee/s, shall not be entitled to change the nature of such purpose, without the written consent of the promoter before the final conveyance and without the written consent of the promoter and apartment/row house/allottee/s formed organization.** It will be duty bound on the allottee/s to act and behave in such a manner and fashion that there should not be any nuisance or annoyance to the occupants of the neighboring properties and so also the **allottee/s shall not use the said premises for any immoral or illegal purpose.**
- 15.4) To carry out at his own cost all internal repairs to the said apartment/row house and maintain the apartment/row house in the same condition, state and order in which it was delivered by the promoter to the allottee/s and shall not do or suffer to be done anything in or to the building in which the apartment/row house is situated or the apartment/row house which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the allottee/s committing any act in contravention of the above provision, the allottee/s shall be responsible and liable for the consequences thereof to the concerned local authorities and/or other public authorities.
- 15.5) Not to demolish or cause to be demolish the said apartment/row house or any part thereof, nor at the time, make or cause to be made by addition or alteration of whatever nature in or to the apartment/row house or part thereof, nor any

alteration in the elevation and outside colour scheme of the building in which the apartment/row house is situated and shall keep the walls, partition walls, portion, sewers, drains and pipes in the said apartment/row house and the appurtenances thereto in good and tenantable, repair and condition, and in particular, so as to support shelter and protect other parts of building in which the apartment/row house is situated and **shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC Pardi or other structural members in the apartment/row house without the prior written permission of the promoter and/or the apartment chairman/society.**

- 15.6) **Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment/row house in the compound or any portion of the said property and the building in which the apartment/row house is situated.**
- 15.7) Pay to the promoter within 15 (fifteen) days of demand by the promoter, his share of security deposit demanded by the concerned local authority or government giving water, electricity of any other service connection to the building in which the apartment/row house is situated.
- 15.8) 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/row house by the allottee/s for any purpose other than for purpose for which it is sold.
- 15.9) The allottee/s shall not let, sub-let, transfer, assign or part with interest of benefit factor of this agreement or part with the possession of the apartment/row house until all dues payable by the allottee/s to the promoter under this agreement is fully paid up.
- 15.10) The allottee/s shall observe and perform all the rules and regulations which the apartment or the apex body may adopt at its inception and the additions, alterations or amendments thereof may be made from time to time for protection and maintenance of the said building and the apartment/row houses therein and for the observance and performance of the building rules and regulations and byelaws for the time being of the concerned local authority and of government and other public bodies. The allottee/s shall also observe and perform all the stipulations and conditions laid down by the apartment/any apex body regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.
- 15.11) Till the conveyance of the said property and the structure of the building in which the apartment/row house is situated is executed in favour of Apartment/society/any apex body, the allottee/s shall permit the promoter and their surveyor and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

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- 15.12) That the allottee/s shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee/s.
- 15.13) That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee/s and the same shall be paid by, as agreed mutually.
- 15.14) That nothing herein contained shall construe as entitling the allottee/s any right on any of the adjoining, neighboring or the remaining building/common areas etc for the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee/s to the developer in this regards.
- 15.15) That the common parking spaces shall be used only for the purpose of parking and that the said space is designed and made for use of parking vehicle of not more than 2.5 tonnes and not more than 2 Meter height. That this has been clearly made aware to the allottee/s and the same has been agreed by the allottee/s to follow.
16. This agreement shall always be subject to provisions contained in THE MAHARASHTRA OWNERSHIP FLATS ACT, 1963 and the rules hereunder and / or any modifications and /or any reenactment thereof and / or the rules or any other provisions of law applicable thereto and hereto, as well as the said declaration deed and the reservations contained therein and its bye-laws as well.
17. The promoter shall also pay his proportionate share of outgoing in respect of the said premises, taxes, insurance, common lighting sanction, water charges in the event of water being charges on the basis of the meter readings, either by the municipality or any other private arrangement, charges of bill collectors, chowkidars, and sweepers and all other expenses necessary and incidental to the said premises till giving the possession to the allottee/s.
18. **Carpet area definition:** The net usable floor area of an apartment/row house/building excluding the area covered by the external walls, areas under services shafts, exclusive of balcony and/or veranda area and exclusive of open terrace area, but includes the area covered by the internal partition walls of the apartment/ row house/building.
19. **PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S SUBSEQUENT ALLOTTEE/S:** 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 said project shall be applicable to and enforceable against any subsequent allottee/s of the unit/flat/apartment/row house, in case of a transfer, as the said obligations go along with the unit/flat/apartment/row house for all intents and purposes.

That the allottee/s agrees that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by the government agency including any compensation/benefit given to the promoter in turn of which no consideration is specially dispensed by the allottee/s to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee/s for which consideration has been dispensed.

20. **PAYMENTS OF STAMP DUTY, REGISTRAION FEE & LEGAL CHARGES:** The allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or apartment/row house declaration deed which is to be executed by the promoter in favour of allottee/s or any organization as may be formed in which allottee/s is a member.

The allottee/s shall also pay to the promoter a sum of Rs. Ten thousand for meeting all legal costs, charges and expenses, including professional cost of the Attorney-at-law/advocated of the promoter in connection with the said project.

21. The allottee/s hereby agrees to pay extra over the amount of consideration to the promoter as follows:

- |                           |                |
|---------------------------|----------------|
| 1) Electric meter charges | : Rs. 30,000/- |
| 2) Maintenance deposit    | : Rs. 15,000/- |

#### **SCHEDULE – I**

All that piece and parcel of Non- agricultural land bearing **plot no. 23 + plot no. 24 in Sr. no. 83/1D/2/1/83/1D/3** is **admeasuring 470.27 sqm.** situated at Wadala Shiwar, Tal. & District – Nashik, within the limits of Nashik Municipal Corporation and bounded as under:

- |       |                          |
|-------|--------------------------|
| East  | - Adjacent Sr. No. 83    |
| West  | - 7.5 m wide colony road |
| North | - Adjacent plot no. 22   |
| South | - 12 M wide road         |

#### **SCHEDULE – II**

Residential building project named **“Happy Homes”**.

Flat no. : \_\_\_\_ on \_\_\_\_ floor.

Flat carpet area : \_\_\_\_ sqm.

Flat balcony area : \_\_\_\_ sqm.

This **flat no. \_\_\_\_** is constructed on the said property which is described more particularly in Schedule-I written hereinabove is bounded as under:

|       |         |
|-------|---------|
| East  | - _____ |
| West  | - _____ |
| North | - _____ |
| South | - _____ |

**"ANNEXURE – A"**  
**Specifications / amenities**

- RCC framed structure with 6" or 4 "thick external brick wall, and 3" or 4 "thick internal brick wall.
- External side finished with sand faced plaster painted with reputed company paint.
- Internal side finished with neeru finish plaster and painted with reputed company paint.
- Granite kitchen platform with stainless steel sink.
- All rooms finished with 2' X 2' vitrified quality tiles and skirting.
- 4'height dado in kitchen, 4' ht. dado on WC, and 7' ht. dado on bath / toilet.
- Powder coated aluminum sliding window with mosquito net.
- MS safety grills to windows.
- Main entrance door with wooden frame and all internal doors with cement concrete frame.
- Water proof doors in WC and bath / toilet.
- Astral or of reputed company pipe concealed plumbing work. Plumbing fitting to be done with reputed company fittings.
- Concealed electric wiring with modular switches.
- Provision on inverter connection.
- Paving blocks in parking.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THIS DAY, DATE AND YEAR FIRST HEREIN ABOVE WRITTEN.**

**M/S Amma Builders And Developers**

Through partner,

**ALI MUNIR KHAN**

(PROMOTER)

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\_\_\_\_\_  
(ALLOTTEE/S)

**WITNESSES:**

1) .....

2) .....