

//Shree//

Zone	:	1.3.75
Village	:	Nashik
Survey No.	:	251/2/1A/2/1C/2
Row House No.	:	____ (Building No. __)
Rera Carpet Area	:	_____ Sq. mtrs
Open Balcony Area	:	_____ Sq. mtrs
Plot Area	:	_____ Sq. mtrs
Consideration	:	₹ _____/-
Stamp Duty	:	₹ _____/-
Registration Fee	:	₹ _____/-

AGREEMENT FOR SALE

This **Agreement for Sale** made and executed on this ____ day of the month of _____, in the Christian year **Two Thousand Twenty One**, at Nashik.

BETWEEN

SAI PROSPER BUILDERS AND DEVELOPERS,
A Proprietary Firm, Through Its Proprietor,
MR. SUDARSHAN KERU SANGALE, PAN : BBCPS 8933 G, Age : 37 yrs.
R/o : Jindal Road, Behind Laxmi Hotel, Malegaon, Sinnar, Dist. Nashik.

Hereinafter collectively referred to as the **“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 **FIRST PART.**

AND

1. _____, **PAN : _____, Age : _____ years,**
2. _____, **PAN : _____, Age : _____ years,**
Both R/o: _____.

Hereinafter called the **“THE PURCHASERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART.**

AND

1. **SMT. YOGITA KIRAN MORE, PAN : BKYPM 7954 C, Age : 45 years,**
2. **KU. RUTUJA KIRAN MORE, PAN : ESPPM 4296 B, Age : 23 years,**
3. **MR. YASH KIRAN MORE, PAN : ESCPM 0614 N, Age : 20 years,**
No. 1 to 3 R/o.: 3, Sumangal Arkid, Thatte Nagar, Behind State Bank of India, Gangapur Road, Nashik.
4. **MR. RAJENDRA KONDAJI MOKAL, PAN : AUGPM 6623 F, Age : 52 years,**
R/o.: Hirawadi, Panchavati, Nashik.
5. **MR. DEVRAM DAGA KHAIRNAR, PAN : AGLPK 8740 Q, Age : 47 years,**
R/o.: Meherdham, Pethroad, Panchavati, Nashik.
No. 1 to 5 Through Their GPA Holders,
MR. SUDARSHAN KERU SANGALE, PAN : BBCPS 8933 G, Age : 37 yrs.
Proprietor, SAI PROSPER BUILDERS AND DEVELOPERS, A Proprietary Firm,
R/o. : Jindal Road, Behind Laxmi Hotel, Malegaon, Sinnar, Dist. Nashik.

Hereinafter called the **“CONFIRMING PARTIES”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

The Promoter, Purchasers and Confirming Parties shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS, The Promoter is absolutely seized and possessed and is otherwise well and sufficiently entitled to all that piece and parcel of the land situated at **Village: Deolali,** Tal. & Dist. Nashik bearing **Survey No. 251/2,** and more particularly described in the **Schedule-A** written hereunder and hereafter jointly referred to as **“Said Property”** for the sake of brevity.

AND WHEREAS, “Said Property” is self-acquired property of the Confirming Parties. The Confirming Parties have jointly purchased Said Property vide Registered Sale Deed dated 30.09.2020 from its previous owners viz. Mr. Ashok Shivram Mukane. Said Sale Deed was duly registered at the office of the Jt. Sub-Registrar, Nashik-6 at Sr. No. 3905/2020 on 30.09.2020 with relevant and valid discretionary rights, authorities and powers to deal and dispose-off the “Said Property”. On the basis of the said Sale-Deed name of the Confirming Parties are jointly recorded in the 7/12 extract of the “Said Property” vide Mutation Entry No. 202407.

AND WHEREAS, The Confirming Parties herein were fully authorized to deal and dispose-off the “Said Property” as per her will. Due to some personal difficulty and want of knowledge and experience of development; it is not possible for the Confirming Party to develop “Said Property”. Hence they have decided to give “Said Property” for development and accordingly the Confirming Parties have executed a Development Agreement and General Power of Attorney dated 16.11.2021 in favor of the Promoter for the consideration mentioned therein. Both the documents are duly registered at the office of Jt. Sub-Registrar, Class-II, Nashik-6 at Sr. No. 8960 & 8961 respectively.

AND WHEREAS, on the basis of above mentioned Development Agreement and General Power of Attorney, the Promoter herein has got a legal right and authority to develop "Said Property".

AND WHEREAS, on the basis of above said Development Agreement and General Power of Attorney, the Promoter has decided to construct a residential Row House project; known as **"SUDARSHAN VILLAS"** (hereafter referred to "Said Project").

AND WHEREAS, The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the "Said Property" on which project is to be constructed.

AND WHEREAS, "Said Property" is converted in to Non Agricultural tenure by the Order of Hon'ble Collector, Nashik bearing **Order No. Mash/Kaksha-3/2/Ru.Ka.Aa./166/2020, dated 25.11.2020.**

AND WHEREAS, The Promoter through their Architect submitted building plan to Nashik Municipal Corporation for approval which is duly approved by the Executive Engineer (Town Planning), Nashik Municipal Corporation, Nashik, under the sanction of **Building Permit and Commencement Certificate** bearing **No. LND/BP/C1/496/2021, dated 12.10.2021.**

AND WHEREAS, The Promoter agrees and undertakes that it shall not make any changes to these building plans except in strict compliance with section 14 of the RERA Act and other laws as applicable.

AND WHEREAS, The Promoter has registered the "Said Project" under the provisions of the Act with the Real Estate Regulatory Authority at **Mumbai** on _____ under **Registration No.** _____.

AND WHEREAS, The Purchaser had applied for Row House in the "Said Project" and has been allotted **Row House No.** _____ (**Building No.** ____) having **Carpet area** of _____ **Sq. mtrs** along with **Open Balcony Area** _____ **Sq. mtrs + Plot area** under **Row House** _____ **Sq. mtrs** and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the RERA Act (hereinafter referred to as the **"Said Row House"** more particularly described in **Schedule-B**).

AND WHEREAS, The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS, The Parties hereby confirm that, they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the "Said Building".

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, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers hereby agrees to purchase the "Said Row House" as above.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:-

1) TERMS : -

1.1) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchasers and the Purchasers hereby agree to purchase, the "Said Row House" as above.

1.2) The Purchasers does hereby agrees to purchase from the Promoter, and the Promoter agree to sell to the Purchaser, the "Said Row House" as described in the Schedule-B, for the total price and consideration of ₹ _____/- (**In words** _____ **Only**). This amount of consideration is inclusive of the proportionate price of common area, facilities appurtenant to the "Said Row House" more particularly described in Schedule-B written hereunder. This amount of consideration is fixed based on the carpet area of

“Said Row House” with the mutual consent of the parties and there is no dispute regarding the same.

1.3) The total price of “Said Row House” does not include:-

- Proportionate expenses & installation charges for individual Electric Meter for “Said Row House” and Individual/Common Water Meter/Connection Charges shall be paid by the Purchaser to the Promoter separately within 07(seven) days of its demand by the Promoter.
- All the expenses of Stamp Duty and Registration Fee (as actual), Legal Fee and Misc. Expenses for this Agreement and Stamp Duty and Registration Fee (as actual), Legal Fee and Misc. Expenses Final Conveyance or Sale-Deed, Proportionate share for formation of Association of Apartment/Society or company shall paid separately.
- All expenses towards annual outgoings i.e. maintenance charges payable for the use of common area, maintenance of common amenities, salaries of sweepers and other staff for up-keeping and security of project, electricity bill of common area. Said amount shall be paid from the date of Completion Certificate and/or handing over of possession, whichever is earlier.
- All expenses for share money/charges. (if any)
- All the expenses including and material and labor expenses for any additional amenity/facility required for the “Said Row House” apart from that provided in the Schedule-C written hereunder.
- Any amount of taxes such as GST, etc. payable on the said transaction as per applicable laws.
- If at any time, after execution of this Agreement, the Central Government, State Government, Local authority, Revenue Authority, any other authority, any court, judicial authority, quasi-judicial authority by way of any Statute, rule, regulation, notification, order, judgment, executive power etc. levies any tax, duty, charges, premium, levies, cess, surcharge, demands, welfare fund or any fund, betterment tax, sales tax, transfer tax, turnover tax, works contract tax, Service Tax, VAT, GST penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said row house or the construction, for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Purchaser (and if the same is paid by the Promoter then reimbursed). The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

1.4) The Promoter shall periodically intimate to the Purchaser, the amount payable as stated in above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.5) The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

1.6) The Purchasers shall make the payment as per the payment plan set out in Schedule-E.

1.7) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the “Said Row House” or “Said Project”, as the case may be, without the previous written consent of the Purchaser. Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.8) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The parties to this Agreement have agreed and understood that, the carpet area of “Said Row House” shall be subject to

the variation of +/-3%. In case of variation of carpet area more than +/-3%, the total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than 3% within the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 days or shall adjust said excess amount in the balance payment. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand that amount from the Purchaser as per the next milestone of the Payment Plan. The Purchaser herein has agreed not to claim any interest on any such excess amount paid.

1.9) Subject to Clause 9.3 the Promoter agrees and acknowledges, the Purchaser shall have the right to the "Said Row House" as mentioned below:-

- (i)** The Purchaser shall have exclusive ownership of the "Said Row House".
- (ii)** The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of Purchaser as provided in the Act;

1.10) It is made clear by the Promoter and the Purchaser agrees that the "Said Row House" along with Balcony attached thereto shall form a single unit. It is agreed that the "Said Project" is an independent, self-contained project covering the "Said Property" and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that facilities and amenities in the "Said Project" shall be available only for use and enjoyment of the Purchaser of the "Said Project" and not for any other constructed premises subject to restriction imposed if any, into this Agreement or any future document relating with "Said Row House"/"Said Project".

1.11) It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely **"SUDARSHAN VILLAS"** shall not form a part of the Declaration of Apartment/Co-operative Society.

1.12) The Promoter agrees to pay all previous outgoings before transferring the physical possession of the "Said Row House" to the Purchaser (including land cost if any, ground rent if any, municipal or other local taxes in respect of said property, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said project). If the Promoter fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the "Said Row House" to the Purchaser, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.13) The Purchasers have paid a sum of ₹ _____/- (**In words _____ Only**) as part payment/earnest money (as mentioned in receipt column) towards the Total Price of the "Said Row House" on or before the execution this Agreement, the receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the "Said Row House" as prescribed in the Payment Plan or as agreed in this Agreement, as may be demanded by the Promoter within the time and in the manner specified herein: Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2) MODE OF PAYMENT :-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchasers 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 "Promoter"

- 3) **ADJUSTMENT/APPROPRIATION OF PAYMENTS :-**
The Purchasers authorizes the Promoter to adjust/appropriate all payments made by their under any head(s) of dues against lawful outstanding, if any, in their name as the Promoter may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.
- 4) **TIME IS ESSENCE :-**
4.1) Time is of essence for the Promoter as well as the Purchasers. The Promoter shall abide by the time schedule for completing “Said Project” and handing over the “Said Row House” to the Purchasers 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 Purchasers shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule-D. The Purchasers herein have understood and agreed that, the liability of the Promoter of handing over the “Said Row House” to the Purchasers and the common areas to the association of the Purchasers shall be subject to the receipt of payment of all installments in timely manner as per payment plan annexed hereto as Schedule-D and subject to force majeure conditions and other factor beyond the control of the Promoter.
- 5) **CONSTRUCTION OF THE ROW HOUSE:-**
The Purchasers has seen and verified the specifications of the “Said Row House” and accepted the Payment Plan, Floor Plans, Lay-out Plans and sanctioned plans which have been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the “Said Row House” in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws. Any variation/ alteration/modification in such sanctioned plans shall be in the manner provided under the Rera Act.
- 6) **POSSESSION OF THE ROW HOUSE :-**
The Promoter agrees and understands that timely delivery of possession of the “Said Row House” is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the “Said Row House” on 16.11.2025, (subject to unconditional grace period of 12 months) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of “Said project” is delayed due to the Force Majeure conditions (including but not limited to inordinate delay in issuance of NOCs/ connections/approvals/licenses from the competent local authorities and/or judicial or regulatory orders), then the Purchasers agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the “Said Row House” provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchasers the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Purchasers, Purchasers agrees that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 6.1) **PROCEDURE FOR TAKING POSSESSION :-**
The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the “Said Row House”, to the Purchasers in terms of this Agreement to be taken within 3 (three) months from the date of issue of such offer and the Promoter shall give possession of the “Said Row House” to the Purchasers. The Promoter agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers agree(s) to pay the maintenance charges as determined by the

Promoter or the Association of the Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers in writing within 45 days of receiving the Occupancy Certificate of "Said Project".

6.2) FAILURE OF PURCHASERS TO TAKE POSSESSION OF ROW HOUSE:-

Upon receiving a written intimation from the Promoter as per above clause, the Purchasers shall take possession of the "Said Row House" from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the "Said Row House" to the Purchasers. In case the Purchasers fails to take possession within the time provided in above clause, such Purchasers shall continue to be liable to pay maintenance charges as applicable.

6.3) POSSESSION BY THE PURCHASERS :-

After obtaining the Occupancy Certificate and handing over physical possession of the "Said Row House" to the Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

6.4) CANCELLATION BY PURCHASERS :-

The Purchasers shall have the right to cancel/withdraw their allotment in "Said Building" as provided in the Act:-

Provided that where the Purchasers proposes to cancel/withdraw from "Said Project" without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount or 10% of the total basic cost of the "Said Row House" paid for the allotment, whichever is higher. The balance amount of money paid by the Purchasers shall be returned by the Promoter to the Purchasers within 45 days of such cancellation. In that event execution and registration of the Deed of Cancellation of such Agreement by the Purchasers at their own cost shall be mandatory condition of refund of any such amount under this clause.

6.5) COMPENSATION :-

The Promoter shall compensate the Purchasers in case of any loss caused to him due to defective title of the land, on which "Said Project" is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the Promoter fails to give possession of the "Said Row House" within the period as agreed herein due to discontinuance of his business as a Promoter or on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Purchasers, in case the Purchasers wishes to withdraw from "Said Project", without prejudice to any other remedy available, to return the total amount received by them in respect of the "Said Row House", with interest at the rate specified in the Rules within 45 days. Provided that where if the Purchasers does not intend to withdraw from "Said Project", the Promoter shall pay the Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the "Said Row House".

7) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

The Promoter hereby represents and warrants to the Purchasers as follows:-

- (i) The Promoter has absolute, clear and marketable title with respect to the "Said Property"; the requisite rights to carry out development upon the "Said Property" and absolute, actual, physical and legal possession of the "Said Property" for "Said Project";
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of "Said Project";
- (iii) There are no encumbrances upon the "Said Property" or "Said Project";
- (iv) There are no litigations pending before any Court of law with respect to the "Said Property", "Said Project" or the "Said Row House".
- (v) All approvals, licenses, and permits issued by the competent authorities with respect to "Said Project", "Said Property" and Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to "Said Project", "Said Property" and "Said Row House" and common areas;

- (vi) The Promoter 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 Purchasers created herein, may prejudicially be affected;
- (vii) The Promoter 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 "Said Property", including "Said Project" and the "Said Row House" which will, in any manner, affect the rights of Purchasers under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the "Said Row House" to the Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the "Said Row House" to the Purchasers and the common areas to the Association of the Purchasers;
- (x) The "Said Property" is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the "Said Property";
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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 Property" to the competent Authorities till the transfer of "Said Property" to Association of Purchasers;
- (xii) 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 by or served upon the Promoter in respect of the "Said Property" and/or "Said Project".

8) REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS :-

- (i) The Purchasers have independently verified and satisfied that, the Promoter has absolute, clear and marketable title with respect to the "Said property"; the requisite rights to carry out development upon the "Said Property" and absolute, actual, physical and legal possession of the "Said Property" for the project;
- (ii) The Purchasers have independently verified and satisfied that; the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said project;
- (iii) The Purchasers have independently verified and satisfied that; there are no encumbrances upon the "Said Property" or the project;
- (iv) The Purchasers have independently verified and satisfied that, there are no litigations pending before any Court of law with respect to the "Said Property", "Said Project" or the "Said Row House".
- (v) The Purchasers have independently verified and satisfied that, all approvals, licenses and permits issued by the competent authorities with respect to the project, said property and Row Houses are valid and subsisting and has been obtained by following due process of law.
- (vi) The Purchasers have independently verified the Carpet area, Balcony area, all common areas, the amenities and fixture to be provided in the "Said Row House" and being satisfied about the same. The Purchasers have agreed not to raise any dispute in respect of the same.
- (vii) The Purchasers have understood all the amounts payable by them under this Agreement in respect of "Said Row House" including the amount of consideration, taxes, amount of annual outgoings etc. and has all the clarity about the same. The Purchasers shall pay the entire amount under this Agreement in the time bound manner by availing credit/loan facility from any financial institution or shall arrange all such amount at his/her/their own. In any event the Purchasers shall not make any default in payment of any amount under this Agreement.
- (viii) The Purchasers have independently verified the parking areas available for the said Building and are satisfied about the same.

9) EVENTS OF DEFAULTS AND CONSEQUENCES :-

9.1) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the "Said Row House" to the Purchasers within the time period specified. For the purpose of

this clause, 'ready to move in possession' shall mean that the "Said Row House" shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the Promoter business as Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2) In case of Default by Promoter under the conditions listed above, Purchasers is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchasers stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any penal interest;
- (ii) The Purchasers shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the "Said Row House", along with interest at the rate specified in the Rules within 45 days of receiving the termination notice. Provided that where a Purchasers does not intend to withdraw from "Said Project" or terminate the Agreement, they shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the "Said Row House".

9.3) The Purchasers shall be considered under a condition of Default, on the occurrence of the following events:-

- (i) In case the Purchasers fails to make timely payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchasers under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the "Said Row House" in favour of the Purchasers and refund the amount money paid to them by the Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Any such refund of amount shall be on the execution and registration of Deed of Cancellation in favour of the Promoter by the Purchasers on the cost of Purchasers.
- (iii) All amounts paid to the Promoter by the Purchasers towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Purchasers towards Consideration Value is less than the Liquidated Damages, the Purchaser/s shall be liable and agrees to pay to the Promoter the deficit amount of Liquidated Damages. The payment of Refund Amount shall be made as per Rera Rules.
- (iv) The Purchasers hereby agrees that the Promoter shall be entitled to recover/set off/adjust from the amounts if any, payable by the Purchasers to the Promoter including the Consideration Value, the Society and/or Apartment Formation and Other Charges, interest and/or Liquidated Damages. The Purchasers agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off and the claims, if any, of the Purchasers, in that regard, shall be deemed to have been waived.

10) CONVEYANCE OF THE "SAID ROW HOUSE":-

The Promoter, on receipt of complete amount of the Price and all other amounts of the "Said Row House" under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the "Said Row House" together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Occupancy Certificate. However, in case the Purchasers fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchasers. The Purchasers shall be solely

responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11) MAINTENANCE OF THE SAID BUILDING/ROW HOUSE:-

- a) The Purchasers shall be liable to bear and pay from the date of Completion Certificate of "Said Row House" or from the date of possession whichever is earlier, lump-sum monthly amount of outgoing in respect of "Said Row House" and "Said Project" namely maintenance charges and/or such other levies levied by the Concern Local Authority or Govt. N. A. taxes, Water Charges, Repairs, Salaries of Clerk, Security, Cleaners and all expense necessary and incidental to the management and maintenance and up-keeping of facilities related with "Said Row House", "Said Project" and its common areas.
- b) The Purchasers shall simultaneously with the execution hereof, but in any event, before taking possession of "Said Row House" shall pay to the Promoter or any agency/nominee appointed by the Promoter for looking after day-to-day maintenance of the entire project.

It is hereby agreed that, said amounts are tentative and shall be subject to change as per the requirement to meet the monthly expenses of outgoings. The Purchasers herein has agreed not to raise any objections or resistance for any such change of monthly maintenance amount.

The Promoter shall deposit such maintenance amount collected per month in separate bank account and shall spend such amount of maintenance/outgoings from this collected amount. The Promoter shall pay remaining amount to the Society/Association of Apartment along with account of expenses done till that date.

12) RIGHT OF PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-

The Purchasers hereby agrees to purchase the "Said Row House" on the specific understanding that is their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchasers of all their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

13) RIGHT TO ENTER THE ROW HOUSE FOR REPAIRS :-

The Promoter of Purchasers shall have rights of unrestricted access of all Common Areas, closed parking's and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the association of Purchasers and/or maintenance agency to enter into the "Said Row House" or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14) USAGE :-

The use of the premises shall be for residential purpose as above in the approved building plan and shall not be used for any other purpose other than as mentioned in approved building plan.

15) GENERAL COMPLIANCE WITH RESPECT TO THE ROW HOUSE:-

Subject to Clause above, the Purchasers shall, after taking possession, be solely responsible to maintain the "Said Row House" at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to "Said Project", or the "Said Row House" or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the "Said Row House" and keep the "Said Row House", its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of "Said Project" is not in any way damaged or jeopardized. The Purchasers further undertakes, assures and guarantees that they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the project or anywhere on the exterior of "Said Project", project therein or Common Areas. The Purchasers shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any

change in the exterior elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the "Said Row House" or place any heavy material in the common passages or staircase of the "Said Project". The Purchasers shall also not remove any wall, including the outer and load bearing wall of the "Said Row House". The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASERS :-

The Purchasers are entering into this Agreement for the allotment of the "Said Row House" with the full knowledge of all laws, rules, regulations, and notifications applicable to the "Said Project" in general and this project in particular. That the Purchasers hereby undertakes that they shall comply with and carry out, from time to time after they have taken over for occupation and use the "Said Row House", all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the "Said Row House" at their own cost.

17) ADDITIONAL CONSTRUCTIONS :-

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the "Said Project" after the building plan has been approved by the competent authority(ies) except for as provided in the Act and without the prior permission of the competent approving authority.

18) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the "Said 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 Purchasers who has taken or agreed to take such "Said Row House".

19) FLAT OWNERSHIP ACT:-

The Promoter has assured the Purchasers that "Said Project" in its entirety is in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. The Promoter showing compliance of various laws/regulations as applicable therein.

20) BINDING EFFECT :-

Forwarding this Agreement to the Purchasers by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Purchasers fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

21) ENTIRE AGREEMENT :-

This Agreement, along with its schedules, 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", as the case may be.

22) RIGHT TO AMEND :-

This Agreement may only be amended through written consent of the Parties.

23) PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ SUBSEQUENT 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 "Said Project" shall equally be applicable to and enforceable against any subsequent Purchasers of the "Said Row House", in case of a transfer, as the said obligations go along with the "Said Row House" for all intents and purposes.

24) WAIVER NOT A LIMITATION TO ENFORCE :-

24.1) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchasers that exercise of discretion by the Promoter in the case of one Purchasers shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Purchasers.

24.2) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25) SEVERABILITY :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in "Said Project", the same shall be the proportion which the carpet area of the "Said Row House" bears to the total carpet area of the entire Row Houses in the "Said Project".

27) 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.

28) PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Purchasers, in Nashik after the Agreement is duly executed by the Purchasers and the Promoter 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 Nashik.

29) NOTICES :-

That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D./Speed Post at their respective addresses specified below:

MR./MRS. _____

R/o: _____. (Purchaser)

&

**SAI PROSPER BUILDERS AND DEVELOPERS, A Proprietary Firm,
Through Its Proprietor, MR. SUDARSHAN KERU SANGALE**

R/o : Jindal Road, Behind Laxmi Hotel, Malegaon, Sinnar, Dist. Nashik.
(Promoter)

It shall be the duty of the Purchasers and the Promoter 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 Purchasers, as the case may be.

30) **JOINT PURCHASERS :-**

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchasers whose name appears first and at the address given by their which shall for all intents and purposes to consider as properly served on all the Purchasers.

31) **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.

32) **DISPUTE RESOLUTION :-**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Arbitrator as per the provisions of Arbitration Act.

33) **EXPENSES :-**

All the amounts of Stamps, registration fee, typing, Xerox, legal fee and all other incidental expenses of this Agreement was agreed to be borne by the Purchaser and hence are borne by the Purchaser. The Purchasers shall present this Agreement as well as conveyance at proper Registration Office within time limit prescribed by Registration Act and Promoter will attend such office and admit the execution thereof.

HENCE THIS AGREEMENT FOR SALE.

SCHEDULE-A

All that piece and parcel of the property bearing **Survey No. 274/1A/2/1C/2 [old Survey No. 274/2] area admeasuring 3300.00 Sq. mtrs i.e. H. 0-33-0 Are** having N.A. assessment of ₹ 0.75 ps. lying and situated at **Village: : Nashik**, Tal. & District Nashik, within the limits of Nashik Municipal Corporation. "Said Property" is bounded by:-

On or towards East :	Survey No. 270
On or towards West :	Survey No. 275 Pt.
On or towards South:	Canal
On or towards North:	Survey No. 275

All the said property together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDULE-B

All that piece and parcel of the constructed Row House Property, constructed on the aforesaid property as mentioned in the Schedule-A hereinabove mentioned bearing **Row House No. _____, Building No. _____ admeasuring Carpet area _____ Sq. mtrs + Open Balcony Area _____ Sq. mtrs + Plot area under Row House _____ Sq. mtrs** along with undivided ownership in the land and right to use, utilize and enjoy common areas and facilities as mentioned above in the Project known as **"SUDARSHAN VILLAS"**. A "Said Row House" is bounded as follows: -

On or towards East :	} Approved Building Plan.
On or towards West :	
On or towards South:	
On or towards North :	

The price/consideration of "Said Row House" is fixed based on the Carpet Area only. The Promoter herein has not accepted any amount towards/against the allotment of any type of Parking Area to the Purchasers. The allotment shall be made only for the convenient and undisputed use of

such parking area between the occupants of “Said Project”. Said allotment shall be done randomly and indiscriminately without any consideration.

SCHEDULE-C
AMENITIES TO BE PROVIDED IN THE “SAID ROW HOUSE”

- 1. Out wall front tile.
- 2. Zhetercom System.
- 3. Fall ceiling in Hall with LED.
- 4. All Room Tubelight feeling.
- 5. Extra Gyser Points.
- 6. Moter feeling every row house.
- 7. Gate Separate every row house.
- 8. Under water Tank RCC & Upper UPC
- 9. 6” brick Red work outer, 4” Iner.
- 10. All wooden doors with feetings.
- 11. Blace granite every kitchen and window.
- 12. 10 MM bar gril every window.
- 13. Separate Parking.
- 14. Gated community with security 24x7.
- 15. CCTV camera cover all out area.
- 16. Street Lights.
- 17. Separate water connection every row house.
- 18. Policab and legrand electric fetting.
- 19. Jaquar cool fetting every bathroom.
- 20. Full wall tile in bathroom and Kitchen.
- 21. All Parking area with Paver block.
- 22. 2x2, 32x32 or 2x4 tile in flooring.
- 23. Wooden type floor in bed room.
- 24. One Zhdian and one commode each row house.
- 25. Out Double coat plaster in side Gypsum or comment plaster.
- 26. Separate boar connection point in every row house.
- 27. Attached Jogging Track in villa.

ANNEXURE-A
OF COMMON AREAS AND RESTRICTED AREAS

Following areas and facilities shall be common for all the Apartment Owners:

- 1. The Electrification and plumbing network throughout the building, sanitary outlet network, drainage line and network, duct, peat, chambers shall be restricted common area.
- 2. The underground water tank and overhead water tank shall be restricted common area.
- 3. The toilet if provided at ground floor shall be for watchmen/s, servants of “Said Building” and hence common area between the apartment holders.
- 4. No apartment holder shall demand division of any common area facilities.
- 5. Parking area if allotted to any particular apartment holder shall be for his exclusive and absolute use and shall be restricted area for other apartment holders.

SCHEDULE-D OF COMMON EXPENDITURES

- 1. All apartment owners shall contribute proportionately towards the common expenses like bill for common water connection, bill for common electric connection, salary of watchmen, sweeper etc.

15	
--	--

2.

Expenses for the maintenance, repairs and up keeping of the total Building and of all or any common areas and facilities shall be contributed in the EQUAL ratio between the apartment owners,

3.

The residential unit holder shall contribute proportionately for the payment of residential revenue tax or any other taxes of the land more particularly described in the Schedule-A hereinabove and shall pay said Tax till the month of July in every year.

4.

Salaries for any other persons, servants, staffs, agency appointed for the “Said Building”.

5.

Maintenance and repairs of Lift, battery back-up (if provided), wiring, gates and all work relating to the lift.

6.

For repairing and maintenance of the flooring of staircase, passages, parking, main gates, compound wall & etc.

7.

Any other use as decided mutually by the Association of Purchasers.

SCHEDULE-E

PAYMENT PLAN BY THE PURCHASER/S

1)

The amount of the consideration as mentioned above shall be paid in following manner:

Milestone	Percentage of Payment of consideration
At the time of Booking	- 10%
Within 7 days of execution of Agreement	- 10% +GST
On Completion of Plinth	- 15%
On Completion of First Slab	- 15%
On Completion of Second Slab	- 15%
On Commencement of Brick Work/Plasters	- 15%
On Commencement of Flooring	- 05%
Doors and Windows	- 05%
On Commencement of Electrifications/Paintings	- 05%
At the time of Possession	- 05%

2)

That the payment of the aforesaid installment on the due date/as per the stages of construction is the ESSENCE OF CONTRACT and condition president for the continuation of this Agreement. The Promoter is not liable to give any intimation or notice for any stage of construction or of the installment becoming due, even oral/telephonic demand is sufficient.

3)

The payment of taxes, charges, GST or any amount under this Agreement including the payment as per the above payment plan shall be made within the period of 7 days from the date of such demand by the Promoter.

SCHEDULE-D PAYMENT PLAN BY THE PURCHASER

RECEIPT

Received on or before execution of this Agreement from the within named Purchaser a sum of ₹ _____/- (In words Rupees _____ Only) as earnest Money/Part Payment towards to agreed consideration of said row house as follows:

AMOUNT	PARTICULARS
₹ _____/-	(In words _____ only) paid by the Purchaser way of Cheque bearing Cheque No. _____ drawn on _____ Bank, Br. _____ dated _____ to the Promoter. The Promoter hereby release and discharge the Purchasers from the liability of the same.

₹ _____/-	(In words _____ only)
-----------	-----------------------

We say received

Promoter hereby release and discharge the Purchaser/s from the liability of the same. The remaining amount shall be paid as per the payment schedule as above and time shall always be essence of contract.

16							
IN WITNESS WHEREOF PARTY'S HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT NASIK IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN. SIGNED AND DELIVERED By within named "THE PROMOTER" SAI PROSPER BUILDERS AND DEVELOPERS, A Proprietary Firm, Through Its Proprietor, MR. SUDARSHAN KERU SANGALE _____ I/We have read and understood the conditions incorporated in this Agreement. The copy of this Agreement was given to us well in advance and I/We have signed by fully reading and understanding contents thereof in vernacular. I/We hereby accept the same. SIGNED AND DELIVERED By within named "THE PURCHASER" MR./MRS. _____ SIGNED AND DELIVERED By within named "THE CONFIRMING PARTY" 1. SMT. YOGITA KIRAN MORE 2. KU. RUTUJA KIRAN MORE 3. MR. YASH KIRAN MORE 4. MR. RAJENDRA KONDAJI MOKAL 5. MR. DEVRAM DAGA KHAIRNAR No. 1 to 5 Through Their GPA Holders, _____ MR. SUDARSHAN KERU SANGALE Proprietor, SAI PROSPER BUILDERS AND DEVELOPERS, A Proprietary Firm, WITNESSES: <table><tr><td>1. Signature:</td><td>2. Signature :</td></tr><tr><td>Name :</td><td>Name :</td></tr><tr><td>Address :</td><td>Address :</td></tr></table>		1. Signature:	2. Signature :	Name :	Name :	Address :	Address :
1. Signature:	2. Signature :						
Name :	Name :						
Address :	Address :						