

Zone No. 12.1

Flat Valuation Rate Rs. ____/-

Flat Carpet Area; ____ Sq.Mtrs.

Flat Valuation Rs. ____/-

Parking Valuation Rate; ____/-

Parking Area ____ Sq.Mtrs.

Parking Valuation Rs. ____/-

Total Valuation Rs. ____/-

Actual Cost Rs. ____/-

Stamp Duty Rs. ____/-

Reg. Fee Rs . ____/-

This **AGREEMENT FOR SALE** made at Nashik on __ day of ____ 2019

BETWEEN

MR. PRAKASH LAXMANRAO JAGTAP, PAN AHHP 5550 C Indian Inhabitant Age 67 years residing at, At. Post Lasalgaon, Tal; Niphad; Dist; Nasik, Pin code 422306 hereinafter referred to as **“the Builder/Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the One Part.

AND

1) _____, Indian Inhabitant, Age __ years, Occupation – _____, Indian Inhabitant, Age __ years, Occupation – _____, Residing at Flat No. __, _____ Apartment, _____, Nashik – _____. Hereinafter referred to as **“the Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the Other Part.

Promoter/Developer and **Purchasers** shall hereinafter collectively be referred to as **“the Parties”**.

WHEREAS

- A. By a Sale Deed dated 06 January 2017 and registered with the Sub Registrar of Assurances at Nashik 2 under serial no. 115 of 2013 entered into by and between Shri. Ganesh Madhavrao Shejwalkar AND Smt. Deepa Ganesh Shejwalkar therein referred to as the Vendor and Shri Prakash Laxmanrao Jagtap therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed all her right, title and interest in the property bearing Survey no. 37/1, Plot no. 27 admeasuring 466 sq. mts. having its N.A. assessed @ Rs.475.32 paise of Village Gangapur Taluka and District Nashik for the consideration and on the terms and conditions stated therein.

- B. The property bearing Survey no. 37/1, Plot no. 27 shall hereinafter be referred to as **"the said Property"** which property is more particularly described in the **First Schedule** hereunder written and delineated with red colour boundary line on the plan annexed hereto and marked as **Annexure A**.
- C. Under the circumstances, the Promoter herein is well and sufficiently seized and possessed of and otherwise sufficiently entitled to the said Property which property is more particularly described in the First Schedule hereunder written. The name of the Promoter is also recorded in the record or rights by M.E. no. 17077.
- D. The final layout of the said Property had been approved by the Assistant Director of Town Planning Jalgaon vide their letter no. DV/NSK/3347 dated 7 October 1972.
- E. The Promoter desires to develop the said Property described in the First Schedule hereunder written by constructing a residential building consisting of ground + 5 upper floors on the said Property as per building plans and designs approved by the Municipal Corporation of Nashik (hereinafter referred to as NMC) from time to time.
- F. The Promoter is entitled to sell units/flats in the building constructed on the said Property to be known as **"Nirmal Heights"** (hereinafter referred to as **"the said Building"**) on ownership basis or otherwise.
- G. The Promoter has entered into a standard agreement with Mr. Ashok Jamdar an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- H. The Promoter has appointed Mr. Ashok Jamdar also as Structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the structural engineer, which may be appointed from time to time till the completion of the said building.
- I. The necessary building plans have been sanctioned by NMC and has issued Commencement Certificate bearing No. _____ dated _____ in respect of the said Property more particularly described in the First Schedule hereunder written, a copy whereof is annexed hereto and marked **Annexure "B"** respectively.
- J. The Promoter has registered the project under the provisions of the RERA Act with Real Estate Regulatory Authority at _____ no. _____; authenticated copy of the registration certificate is attached hereto and marked as **annexure "C"** respectively.
- K. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchasers of all the documents of title relating to the said Property more particularly described in the First Schedule hereunder written, the plans designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under relevant RERA Act 2016 (hereinafter referred to as **"the said Act"**) and the rules made there under and only after inspection and upon being satisfied the Purchaser has agreed to enter into this Agreement with the Promoter.
- L. The authenticated copy of the title report issued by the advocate of the Promoter is attached hereto and marked as **annexure "D"** respectively
- M. The Promoter has paid all the necessary development and betterment charges with respect to the said Property to the NMC.

- N. The title of the Promoter to the said Property is free, clear, marketable and free from all the encumbrances and has every right to deal and dispose of the said Property as per their wish and desire.
- O. The Promoter is also entering into agreements of a like nature with respect to the other premises being constructed in the said building with other Purchasers.
- P. A copy of the Property Card showing the nature of the said Property on which the said building is to be constructed is annexed hereto and marked **Annexure "E"**.
- Q. The Promoter has accordingly commenced construction of the said building in accordance with the sanctioned plans approved by the NMC.
- R. The Purchaser has applied to the Promoter for allotment of a Flat bearing no. ____ on ____ floor situated in the said building.
- S. Relying upon the said application, declaration and agreement, the Promoters has agreed to sell to the Purchaser premises being **Flat No. ____ carpet area admeasuring _____ sq. ft. which is equivalent to _____ sq. mtrs. on _____ floor** of the said building constructed on the said Property (delineated with red colour boundary line on the plan annexed hereto and marked as **Annexure F**) (hereinafter referred to as "**the said Premises**") which premises are more particularly described in the **Second Schedule** hereunder written at the price and on the terms and conditions hereinafter appearing.
- T. Prior to execution of these present agreement the Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only, being part payment of the total consideration of the Flat agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- U. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat with the Purchaser, being in fact these presents and also to register said Agreement under Registration Act, 1908.
- V. 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 Purchaser agrees to purchase the said Premises and the covered parking.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER

1. The recitals recited hereinabove and the annexures annexed hereto shall form an integral part of this agreement as if the same are set out herein in extensor.
2. The Promoter shall construct the said building to be known as "Nirmal Heights" consisting of stilt plus ground plus ____ upper floors as may be sanctioned/amended by NMC from time to time on the said Property more particularly described in the **First Schedule** hereunder written in accordance with the plans designs, specifications approved by the concerned local authority with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned Local Authority/the Government to be made in them or any of them.
3. Prior to the execution hereof, the Purchaser has inspected the said Premises, this Agreement along with all the documents of title relating to the said Property more particularly described in the First Schedule hereunder written,

the plans, designs, brochures, and specifications with respect to the said Premises and the said Property prepared by the Builder's Architects, the Commencement Certificate and all such other permissions, sanctions approvals and of such other documents as are required under the relevant laws and rules applicable from time to time and only after inspection and upon being satisfied the Purchaser has agreed to enter into this Agreement with the Promoter. The Purchaser agrees and undertakes not to raise any objection or dispute with respect to the title of the Promoter or with respect to the terms and conditions hereof or with respect to specifications including the area of the said Premises and/or the said Property and/or with respect to any matter touching this agreement.

4. The Promoter hereby agrees to sell and the Purchasers agrees to purchase the said Premises being **Flat No. __ carpet area admeasuring _____ sq. ft. which is equivalent to _____ sq. mtrs. on __ floor** in the building known as Nirmal Heights (hereinafter referred to as "**the said building**") to be constructed on the said Property which premises is more particularly described in the **Second Schedule** hereunder written and delineated with red colour boundary line on the plan annexed hereto and marked as **Annexure D**, for the consideration of Rs. _____/- (Rupees _____) including Rs. _____/- (Rupees _____) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in second schedule annexe herewith.

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered Parking space bearing no. _____ situated at stilt floor of the said building for a consideration of Rs. _____/-

5. The total aggregate consideration amount for the said Flat including covered parking space is Rs. _____/-
6. The Purchasers agrees and undertakes to pay the Promoters the amount of consideration in the following manner.
 - i. An amount of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as an booking/advance amount.: -
 - ii. Amount of Rs...../ - (.....) (not exceeding 30% of the total consideration) to be paid to us after the execution of Agreement.
 - iii. Amount of Rs...../ - (.....) (not exceeding 45% of the total consideration) to be paid to us on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs...../ - (.....) (not exceeding 70% of the total consideration) to be paid to us on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - v. Amount of Rs...../ - (.....) (not exceeding 75% of the total consideration) to be paid to us on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../ - (.....) (not exceeding 80% of the total consideration) to be paid to us on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs...../ - (.....) (not exceeding 85% of the total consideration) to be paid to us on completion of the external plumbing

and external plaster, 50 elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

- vii. Amount of Rs...../ - (.....) (not exceeding 95% of the total consideration n) to be paid to us on completion of the lifts, water pumps, electrical fittings, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../ - (.....) against and at the time of handing over of the possession of the Apartment to you on or after receipt of occupancy certificate or completion certificate.

The balance amount from clause 6(ii) to 6(viii) shall be paid by the Purchaser to the Promoter by way of taking loan from any financial Institution or Bank and /or by way of Own contribution by /cash as and when demanded by the Promoter but in any event on or before _____ or upon receipt of the Occupation Certificate/Completion Certificate whichever is earlier.

- 7. It is further agreed and clarified that the amount of the total consideration does not include the following expenses, which the Purchasers agrees to pay separately:
 - (i) All expenses for conveyance such as, stamp duty, Registration fees, for this Agreement and the final deed of transfer.
 - (ii) For C GST, S GST and cess or any other similar taxes which may be levied in connection to the construction of and carrying out the project payable by the Promoter up to date of handing over the possession of the said Flat.
- 8. The Purchaser shall also on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
 - (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) The Purchaser shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 9. It is agreed by and between the parties hereto that the Promoter shall by a written notice by registered post or through E-mail at the mail address provided by the purchaser call upon the Purchaser to make payment of all the aforesaid costs, charges and expenses which the Purchaser is liable to pay to the Promoter. The said payment shall be made by the Purchaser to the

Promoters within a period of 7 (seven) days from the date of the notice of demand and in any event before taking possession of the said Premises subject to the payment of interest as set out herein above

10. It is hereby agreed and by and between the parties that the total Price of the said flat is escalation-free and/or fixed, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter shall raise the demand for the same and undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
11. The Promoter shall after completion of the building and after the occupancy certificate is granted by the competent authority confirm the final carpet area of the flat allotted to the Purchaser, by furnishing details of changes, if any, in carpet area, subject to a variation cap of three percent. In the event any area is found in excess of the area mentioned in this agreement, then the Promoter shall be entitled to recover the cost for the excess area from the Purchaser and the Purchaser shall pay the sum to the Promoter, before taking possession of the said Premises at the same rate as decided herein above in clause 6 of this present agreement. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. It is however clarified that the measurement shall be taken in presence of the Purchaser and Promoter and Promoter architect and the certificate issued by the Promoter architect shall be final and binding on the parties.
12. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser and obtain from the concerned local authority completion and/or occupation certificate in respect of the said Premises.
13. It is agreed by and between the parties hereto that the Promoters shall handover the possession of the said Premises to the Purchaser only upon receiving the Occupation Certificate (OC)/Completion Certificate in respect of the said Premises from the NMC and only upon receiving the total consideration along with other charges and expenses as stipulated in clause 6 herein above from the Purchaser with respect to the said Premises.
14. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said building and/or land.
15. The Promoter shall give possession of the said Premises to the Purchaser on or before..... day of20____. If the Promoter fails or neglects to give possession of the said premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the said Premises with interest at the same rate

as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date if the completion of said building in which the said Premises is situated is delayed on account of force majeure such as:

- (i) non-availability of steel, cement, other building material, `water or electricity supply ;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule notification of the Government and/or other public or competent authority.
- (iv) In the event of the aforesaid, the extension shall be for the period during which the aforesaid acts continue and for a period of six months after such act ceases so as to enable the Promoters to continue with the development.

- 16. In the event the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, then Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. It is also agreed that the Purchaser shall pay to the Promoter, interest on all delayed balance payment as specified in the Rule, which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.
- 17. The Purchaser hereby agrees undertakes and confirms that the aforesaid payments shall be made by the Purchaser to the Promoter on its respective due dates and without any delay or default.
- 18. It is clarified that without prejudice to the right of promoter to charge interest in terms of clause above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority or any government authority whether state or central and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the said Premises which may till then have been paid by the Purchaser to the Promoter.

- 19. The Purchasers shall take possession of the said Premises within 15 days of the Promoters giving written notice to the Purchasers intimating that the said Premises is ready for use and occupation. Upon the possession of the said Premises being delivered to the Purchasers, the Purchasers shall be entitled to use the said Premises.

20. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company or Apartment is formed and the said structure of the building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment or lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment or lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
21. It is hereby agreed that time being essence of the Agreement for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and also the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Agreement herein above.
22. The Promoters hereby agrees that the they shall execute a Deed of Assignment/ Conveyance/Declaration of the said Property in favour of a corporate body /condominium/Apartment/association/society to be formed by the Purchaser of Flats in the said Building to be constructed on the said Property.
23. The Purchaser along with other Purchasers of Flats in the building shall join in forming and registering the Apartment/corporate body/association/condominium/society to be known by "Nirmal Heights" and for this purpose shall also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society/corporate body/association/condominium/apartment and for becoming a member, including the bye-laws of the proposed society/corporate body/association/condominium/apartment and duly fill in, sign and return to the Promoters within 7 (seven) days of the same, being forwarded by the Promoters to the Flat Purchasers.
24. The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only.
25. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser

agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

26. The Purchaser doth hereby covenants with the Promoter that the Purchaser shall not in the said Premises carry on any business therein of running a restaurant and/or eating house and/or selling any prepared/cooked vegetarian and/or non-vegetarian food and/or sale any alcoholic drinks either by opening bar or otherwise and/or carry on any business/activity which is gambling by nature. It is agreed by and between the parties hereto that the society/corporate body /condominium/association, which may be formed by all the Flat Purchasers shall also contain aforesaid covenant and consequences of breach thereof which shall be accepted and observed by the Flat Purchasers without any objection and demur. It is further agreed by and between the parties hereto that the Assignment/Conveyance which may be caused to be executed in favour of the apartment/corporate body/condominium/association/apartment formed by all the Flat Purchasers shall also contain covenant to the aforesaid effect.
27. It is agreed that if within a period of five years from the date of handing over the said premises to the purchaser, the purchaser brings to the notice of the Promoter any structural defect in the Said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided further that, if any defect or fault in the structure or in the said premises is due to the act of the Purchaser and/or his agents while carrying out any alteration or any work in the said premises then in that event Promoter shall not be liable to that defect and purchaser shall alone be liable and shall carry out the repair at his own cost and shall not be entitled to the claim any compensation from the promoter.

29. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There is no encumbrances upon the project land;
- iv. There is no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall

be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

- vi. The 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 Purchaser 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 project land, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Purchaser;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
30. The Purchasers for themselves with intention to bring all persons into the said Premises doth hereby agree undertake and covenant with the Promoters as follows:-
- i. To maintain the said Premises at the Purchasers own cost and good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or suffered to be done anything in or to the said Building in which are the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the said Premises itself or any part thereof.
 - ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of the said building in which the said Premises is situated or storing of which good is objected to by the concerned local other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the said building in which the said Premises is situated and in case any damage is caused to the said building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchasers shall be liable for the consequences of the Breach.
 - iii. To carry at his/her/their own cost all internal repairs to the said the said Premises and maintain the said Premises in the same conditions, state and

order in which it was delivered by the Promoters to the Purchasers and shall not do or suffering to be done anything in or to the said building in which the said Premises is situated or the said Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.

- iv. Not to demolish or cause to be demolished the said Premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said Premises is situated and shall keep, the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the said Premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the society/corporate body/association/condominium
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said building in which the said Premises is situated any part thereof whereby any increase premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the said Property and the said building in which the said Premises is situated.
- vii. Pay to the Promoters within 15 (fifteen) days for demand by the Promoters, his/her/their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said building in which the said Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 said Premises by the Purchasers viz user for any purposes other than for residential purpose.
- ix. The Purchasers shall not let, sublet, transfer, assign or part with the said Premises or the Purchasers interest or benefit factor of this agreement or part with the possession of the said Premises until all the dues payable by the Purchasers to the Promoters under this Agreement are fully paid up and only if the Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and unless prior written permission of the Promoters has been obtained. In the event the Promoters grants his no objection/consent to such assignment/transfer the Transferee/s/Assignee/s shall execute and register a Deed of Adherence simultaneous with such transfer/assignment and further that the Transfer document between the Purchasers and the Transferee/s/Assignee/s shall recite this Agreement and shall be subject to the terms and conditions contained in this Agreement.
- x. The Purchasers shall observe and perform all the rules and regulations which the society or the corporate body/association/condominium/Apartment may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the other flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulation and conditions

laid down by the society/Limited Company regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- xi. Till a Conveyance/Assignment/Deed of Apartment of said building in which the said Premises is situated is executed, the Purchasers shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said Property and said building or any part thereof to view and examine the state and condition thereof.
- xii. The Purchasers shall not use the said Premises for any other purpose other than residential and further shall not use the same for any purpose which may or is likely to cause nuisance or annoyance to other occupiers of the said building or for any illegal/immoral purpose.
- 31. The fixtures, fittings and amenities to be provided in the said Premises and the said building and the material to be used for the construction are those as set out in the **Third Schedule** hereunder written. In the event Purchaser needs or demands any additional amenities/facilities/fixtures the Purchaser shall pay extra charges towards the same to the Promoters.
- 32. The Promoter shall have an option of registering either corporate body /condominium/apartment/association/society. The Purchaser hereby agrees to become a member of such society/corporate body /condominium/apartment/association that may be formed of the Flat Purchaser of the said building. The Purchaser further agrees to pay / reimburse all the necessary expenses required for forming of the society/corporate body /condominium/apartment/association proportionate to the area of the said Premises coming to the share Purchaser. The Purchaser further agrees to abide by the rules, regulations and bye laws framed by the said society/corporate body /condominium/apartment/association from time to time and as may be applicable under the prevailing laws. The Purchaser shall comply with all the legal formalities to be observed for the aforesaid purpose.
- 33. It is agreed by and between the parties hereto that in respect of any amount remaining unpaid by the Purchaser to the Promoter under the terms and conditions of this agreement, the Promoter shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser.
- 34. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Premises.
- 35. The Promoter undertakes to obtain all necessary permissions permits sanctions approvals certificates, etc. required as per existing laws for the completion of the said building from the concerned authorities.
- 36. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchasers as advance or deposit, sums received on account of the share capital for promotion of the apartment or a company or association or condominium towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 37. It is agreed that forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and also, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and

deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or deduction or after deducting any damages as agreed.

38. The Purchaser shall not claim any right or interest on the said building or any part thereof or on the said Property or any part thereof except the said Premises purchased by him nor shall the Purchaser be entitled to resist to or raise any objection for the disposal of other flats in the said building and/or any other area on the said Property to any the third party as the Promoter may deem fit and proper.
39. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
40. 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
41. All stamp duty and registration charges on this Agreement shall be borne and paid by the Purchaser alone. All stamp duty and registration charges on the Conveyance /Assignment/deed of apartment in respect of the said Property and the said building in favour of any apartment/association/corporate body/condominium and all costs charges and expenses payable to the Advocates/Solicitors shall be borne and paid by the Purchaser along with the apartment/association/corporate body/condominium/society and the Promoters shall not be liable to make payment towards the same.
42. All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, by registered Post A.D. under Certificate of Posting at his/her address and also by an E-mail provided below :
Address:- _____

E-mail :- _____
It is agreed by and between the parties that to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be
43. That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
44. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser

by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice to the rights of the Promoter.

45. The Purchaser and their heirs, executors and administrators agrees and undertakes to indemnify and keep indemnified the Promoter and all claiming by, through, under or in trust of the Promoter from time to time and all times hereinafter of, from by and against any claims, demands, suits, proceedings, that may be preferred or instituted by any Bank/person/s claiming by through, under or in trust of the Purchaser and all losses, damages liabilities and costs, charges and expenses the Promoter their nominee/s may suffer, incur or face by reasons of any act, deeds or matter or things done or omitted to be done knowingly or unknowingly by the Purchaser under this Agreement.
46. It is agreed by and between the parties hereto that notwithstanding anything stated or provided herein, the parties hereto shall have full powers and discretion to modify, alter, amend or vary the terms and conditions of this Agreement in any manner whatsoever as the Parties herein may deem fit, by mutual Agreement. Any such changes / amendments / modifications shall be binding on the parties only in the event of the same being recorded and/or reduced to writing/s and the same be signed by both the Parties herein and there upon the said writing/s shall become appendage and part of this Agreement.
47. It is agreed by and between the parties hereto that all the time periods mentioned herein for doing each of the acts mentioned in this Agreement are of the essence.
48. This Agreement together with all documents executed contemporaneously with it or referred to in it constitutes the entire Agreement between the Parties in relation to its subject matter.
49. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
50. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE OF THE PROPERTY (Description of the said Property)

All that piece and parcel of the land bearing survey No. 37/1, Plot no. 27 admeasuring 466 sq. mts. having its N.A. assessed @ Rs.477.58 paise of village gangapur, Tal and District Nasik, and bounded as below;

Towards East : By Plot no.20
Towards West : By 40" ft Colony Road
Towards South : By Plot no. 28
Towards North : By Colony road.

SECOND SCHEDULE OF THE SAID PREMISES (Description of the said Premises)

Upon the land referred to above in the First Schedule proposed construction of the building structure known in the name and style of "Nirmal Heights" in the said building Flat No. ____ carpet admeasuring ____ sq. ft. which is equivalent to ____ sq. mtrs. on ____ floor and bounded as below;

Towards East : By _____.
Towards West : By _____.
Towards South : By _____.
Towards North : By _____.

THIRD SCHEDULE
(Description of the common areas and facilities)

- 1. R C C Structure.
- 2. Three track sliding windows.
- 3. Vitrified Tiles (2 X 2)
- 4. Anti skid tiles in bathroom.
- 5. Granite platform with SS sink in kitchen.
- 6. Energy saving lights for common premises.
- 7. Battery back up for lift.
- 8. Concealed plumbing.
- 9. Concealed high quality fire resistance wiring with modular switches.
- 10. Provision for inverter in the flat.
- 11. Under ground and over head water tank will be provided with municipal water supply.

IN WITNESS WHEREOF the parties hereunto put their hands the day and the year first hereinabove written

SIGNED AND DELIVERED)

By the within named Promoters)
1. Prakash Laxmanrao Jagtap)
In the presence of)

SIGNED AND DELIVERED)

By the within named Purchasers)
1. _____)
In the presence of)