

(1)

AGREEMENT FOR SALE

This Agreement for Sale is made and executed on this 21st Day of Month of July in the year 2023 at Nashik.

(2)

(3)

BETWEEN

MOHAMMAD ASIF NIZAMUDDIN KOKNI,

Age : 49 years, Occ. : Business,
R/o. Flat No. 101, Usmaniya Tower,
Koknipura, Nashik - 422001
PAN – ACOPK 7371 E

Hereinafter referred to as the Land Owner/Vendor/Promoter No. 1” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, successor-in-interest, executors, administrators and permitted assignees) of the One Part.

AND

MANGALAM DEVELOPERS,

A Partnership Firm,
PAN – AAWFM 8582 B
Through it's Partner -

MR. VISHAL JAYANTILAL KARANIYA,

Age. : 36 years, Occ. : Business,
R/o. Flat No. 601, J – Wing, Anmol Nayantara,
City one, Tidke Colony, Nashik – 422 002
PAN – BHBPS 3413 C
Aadhaar No. 7030 0757 2358

Hereinafter referred to as the Developer / Vendor / Promoter No. 2” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successor-in-interest, executors, administrators and permitted assignees) of the Second Part.

AND.....

MR. NASIR HUSAIN SHAIKH,

Age : 34 years, Occ. : Business,
R/o. House No. 1289, Near Trimbak Police
Chowki, Khadkali, Nashik – 422 001
PAN – HWOPS 7314 N
Aadhaar No. 5792 2709 6226

Hereinafter called the “purchaser/Allottee”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees) of the Other Part.

(1) WHEREAS, the Vendor/Promoter No. 1 (Land Owner) - Mr. Mohammad Asif Nizamuddin Kokni is the absolute and lawful owner of the property bearing Plot No. 03, area admeasuring 967.00 Sq.Mtrs. from and out of Survey No.13/2/1 to 12/plot /3 alongwith additional F.S.I. adm. 76.24 Sq. Mtrs. Of Plot No. 44 out of Survey No. 13/2/1 to 12/plot /44 situated at Village Wadala,

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Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik.

(2) AND WHEREAS the property i.e. Plot No. 03, area admeasuring 967.00 Sq.Mtrs. from and out of Survey No.13/2/1 to 12/Plot/3, alongwith additional F.S.I. adm. 76.24 Sq. Mtrs. of Plot No. 44 out of Survey No. 13/2/1 to 12/Plot/44 situated at Village Wadala, was owned by the Mrs. Asefa Haidersaheb Kokni. The said plot came to her share as per the Memourandum of Understanding (Partition Deed), which has been executed on 01/12/2016 in between Mr.Gulam Gaus Allauddin Kokni and others. The said document is registered in the office of Sub-Registrar, Nashik – 3 at Sr.No. 531/2017 on 25/01/2017. Accordingly the said Memourandum of Understanding (Partition Deed) has been executed with respect to mutual partition of the plots of approved layout of land Survey No.13/2, the parties have mutually distributed the plots between them, accordingly Plot No. 3 given to share of Asefa Haidersaheb Kokni.

(3) AND WHEREAS Asefa Haidersaheb Kokni had given the said plot property i.e. Plot No. 3 to the present Vendor/Promoter No. 1 (Land Owner) - Mr. Mohammad Asif Nizamuddin Kokni by Oral Gift (Hiba) on 22/11/2019 and according to the said Oral Gift (Hiba), name of Vendor/Promoter No. 1 (Land Owner) - Mr. Mohammad Asif Nizamuddin Kokni has been entered into record of rights as per Mutation Entry No. 16913.

(4) AND WHEREAS Asefa Haidersaheb Kokni by oral Gift (Hiba) of 76.24 Sq.Mtrs. additional FSI in Plot No. 44 in favour of Vendor / Promoter No. 1 (Land Owner) - Mohammad Asif Nizamuddin Kokni.

(5) AND WHEREAS Vendor/Promoter No. 2 (Developer) i.e. M/s. Mangalam Developers, through its partner – Mr. Shailesh Badriprasad Kesharwani, Vishal Jayantilal Karaniya and Prashant Dinesh Gupta have taken Plot No. 3 for development alongwith 76.24 Sq.Mtrs. additional FSI in Plot No. 44 from Vendor/Promoter No. 1 (Land Owner) i.e. Mohammad Asif Nizamuddin Kokni as per Development Agreement and General Power of Attorney on 09/03/2020, which are duly registered in the office of Sub-Registrar, Nashik – 1 at Sr.No. 2059/2020 and 2060/2020 on the same date.

(6) AND WHEREAS the Vendors/Promoters have acquired absolute rights to develop the said property and to sell constructed premises to prospective purchaser/s and enter into Agreement for Sale of the Shops / Flats at such price and to decide the terms and conditions as the Vendors/Promoters may deem fit and right to construct the buildings on the said property and sell the flats, shops and other constructions and to appropriate the sale proceeds thereof.

(7) AND WHEREAS the said property have been converted to non-agricultural residential purpose as per order, dated 18/06/2010 of Collector, Nashik vide outward No. Mah/Kaksha-3/Bi.She.Pra.Kra. /95/2010 and also N.A. permission has been granted by Collector Nashik in respect of the said area i.e. Plot No. 3, area adm. 967.00 Sq.Mtrs. out of it part area 91.65 Sq.Mtrs. from and out of Survey No. 13/2/1 to 12/Plot/3 as per their Order No. Masha / Kaksha /3 / 9/Ru.Ka.Aa./S.R./258/2020, dated : 03/02/2021 for the commercial purpose.

(8) AND WHEREAS Final layout of the above property is approved from Nashik Municipal Corporation, Nashik on 27/04/2011 vide outward No. Javak No. / Nagar Rachana Vibhag / Final / A 4/30/11, dated 30/09/2011.

(9) AND WHEREAS the said property bearing Plot No. 03 alongwith additional F.S.I. of Plot No. 44 shall be hereinafter referred to as the "Said Property" and property more particularly described in Schedule 'A' hereinafter as the "Said Premises" for the sake of brevity.

(10) AND WHEREAS by virtue of the said Development Agreement & above all documents and permissions in respect of the said property, the Vendors / Promoters have absolute right to develop the said property by constructing building thereon and sale the constructed premises as the Vendors / Promoters deemed fit and proper and to dispose off the said property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

(11) AND WHEREAS the Vendors/Promoters are desirous to develop the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof.

(12) AND WHEREAS the Vendors/Promoters have developed the said property in the name of and style as "ROYAL RESIDENCY" Apartment, consisting of 'A' and 'B' Wing, having parking and 4 shops on the Ground Floor + Four upper floor having 16 independent residential premises in 'A' Wing and parking on the Ground Floor + Four upper floor having 16 independent residential premises in 'B' Wing and the "ROYAL RESIDENCY" Apartment building has 6 persons 2 lifts facilities.

(13) AND WHEREAS the Vendors/Promoters have purchased T.D.R. admeasuring 589.11 Sq. Mtrs. out of D.R.C. No. 919, dated 19/06/2020 from Jaslinkaur Pritpalsingh Gujral, etc. as per T.D.R. Sale Deed, dated 27/07/2020, which is duly registered in the office of Sub-Registrar, Nashik - 5 at Sr.No. 4787/2020.

(14) AND WHEREAS the Vendors/Promoters by utilizing the above mentioned T.D.R. as commence the work and the Building Plan is approved and sanctioned by Nashik Municipal Corporation, Nashik and issued the Commencement Certificate to develop the Project land vide approval No. LND/BP/Wadala/DCR /0499/2020, dt. 06/11/2020.

And according to the said Commencement Certificate the Vendors/Promoters have commenced the work and completed the Buildings – i.e. 'A' and 'B' Wing and as per the Commencement Certificate in both the buildings 48 independent residential units were numbered as Flat Nos. 101, 102, 103, 104, 105 and 106, 201, 202, 203, 204, 205 and 206, 301, 302, 303, 304, 305 and 306, 401, 402, 403, 404, 405 and 406 and accordingly the building has been constructed and Completion Certificate has been obtained from Nashik Municipal Corporation by their letter No. Javak Kra. / Na.Purv/NaNiVi/30895/2023, dated – 25/01/2023. And according to the said Completion Certificate and Building Plan, some Flats were amalgamated and are

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re-numbered as for 'A' Wing as 101+102, 103+104, 201+202, 203+204, 301+302, 303+304, 401+402 and 403+404 and for 'B' Wing as 103+104, 105+106, 203+204, 205+206, 303+304, 305+306 and 403+404, 405+406 of both the Wings and hence 32 independent units / Flats came to existence as the said Completion Certificate and Building Plan. Therefore the construction as per the aforesaid approved buildings consisting of 'A' and 'B' Wing, having 4 shops on the Ground Floor + Four upper floor having 32 independent residential premises and to be known as ROYAL RESIDENCY APARTMENT building has 6 persons 2 lifts facilities (hereinafter referred to as THE SAID BUILDING). These units shall have independent approach with design and specifications as per approved building plan and provided with all the required facilities and live amenities thereof.

(15) The Vendors/Promoters have registered the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority at - Mumbai vide RERA Certificate No. P 51600027515 authenticated copy is attached herewith.

(16) AND WHEREAS by virtue of the above all the documents in respect of the said property, the Vendors / Promoters of the said property has absolute right to develop the said property by constructing a building thereon and enter into Agreement for Sale, Deed of Apartment of the tenements to the prospective purchaser/s at such price and to decide the terms and conditions as the Vendors / Promoters may deem fit and right to construct a building on the said property and sell the flat and other constructions and to appropriate the sale proceeds thereof.

(17) AND WHEREAS the Vendors / Promoters have distributed the said land property which consists of Ground Floor + First + Second + Third + Fourth Floors, consisting of parking and 4 Shops on the ground floor + Four upper floor having 16 independent residential premises in Wing-A and Ground Floor + First + Second + Third + Fourth Floors, consisting of parking on the ground floor + Four upper floor having 16 independent residential premises in Wing-B as described in the Declaration of ROYAL RESIDENCY APARTMENT CONDOMINIUM, dated 03/02/2023. The units consist of total 4 Commercial units i.e. Shops and 32 Residential units / flats and termed as "Apartment Units / Flats" in the Deed of Declaration of ROYAL RESIDENCY APARTMENT. The said building has 6 persons 2 lifts facility.

(18) AND WHEREAS The Vendors / Promoters have decided to submit the said property under the provisions of Maharashtra Apartment Ownership Act, 1970 (hereinafter called the "Said Act") namely ROYAL RESIDENCY APARTMENT CONDOMINIUM and the required Declaration Deed under Sec. 2 and II of Maharashtra Apartment Ownership Act, Rule 3 of the Maharashtra Apartment Ownership Act, 1970, there under specifying the Carpet area of each unit, its ownership percentage, voting rights thereto its boundaries, access and right and also the common and general areas, working spaces and restricted areas and facilities. The said Deed of Declaration of Apartment, dated 03/02/2023, which is duly registered at office of the Sub-Registrar, Nashik - 6 at Document Sr. No. 802/2023 on the same date and therefore the said property is covered by the terms and conditions of the said Declaration.

(19) AND WHEREAS the Vendors / Promoters have decided to sell each of the said Unit i.e. Apartment as family units in the said Building known as "ROYAL RESIDENCY APARTMENT" to different purchaser/s, including the purchaser / Allottee herein and to convey to each of the purchaser/s / allottee/s as undivided portion or interest in the entire plot of land i.e. Plot No. 03, area admeasuring 967.00 Sq.Mtrs. from and out of Survey No.13/2/1 to 12/plot /3 alongwith additional F.S.I. adm. 76.24 Sq. Mtrs. Of Plot No. 44 out of Survey No. 13/2/1 to 12/plot /44 situated at Village Wadala, Taluka and District Nashik, which is more particularly described in Schedule – I hereunder written with full rights such as the Vendors / Promoters derives from his/her/their title as bonafied Developer in each units constructed in the building known as "ROYAL RESIDENCY APARTMENT" to each separate purchaser/s / allottee/s.

(20) AND WHEREAS the purchaser / Allottee have examined the title of the Vendors / Promoters of the said property and seen the document of title and satisfied about the title of the said property, so also the purchaser / Allottee have taken inspection of the plan and specification of the construction approved by Nashik Municipal Corporation and is fully satisfied about the same.

(21) 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 Land on which Project is to be constructed have to be completed.

(22) AND WHEREAS the Allottee is offered an **Apartment / Flat No. B-201 on Second Floor**, as mentioned in the Schedule – 'A' (herein after referred to as the said "Apartment/Flat") in the Building called "ROYAL RESIDENCY APARTMENT" (herein after referred to as the said "Building") being constructed on the said project land, by the Promoter.

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

(24) AND WHEREAS the Allottee is offered Flat bearing, **Flat No. B-201 on Second Floor**, (herein after referred to as the said "Apartments") in the Building called "ROYAL RESIDENCY APARTMENT" (herein after referred to as the said "Building") being constructed on the said project land, by the Promoter.

(25) AND WHEREAS the Allottee have applied to the Promoter for allotment of Flat bearing **Flat No. B-201**, in the building known as "ROYAL RESIDENCY APARTMENT", being constructed in the said Project.

(26) AND WHEREAS the carpet area of the said Flat i.e. **Flat No. B-201, admeasuring Carpet area 39.25 Sq.Mtrs. and Balcony area 8.85 Sq.Mtrs. on Second Floor** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for

exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

(27) 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.

(28) AND WHEREAS, prior to the execution of these presents the Allottee have paid to the Promoter a sum of **Rs. 2,00,000/- (Rupees Two Lacs only)**, being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and The Allottee have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(29) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agree to purchase the Apartment / Flat.

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

1. The Promoter shall construct the said building/s consisting of consisting of Parking on the Ground Floor + Five upper floor having 35 independent residential premises. The "ROYAL RESIDENCY APARTMENT" Apartment building has 6 persons 2 lifts facilities on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment / Flat No. B-201 of carpet area admeasuring 39.25 Sq.Mtrs.** plus, **Open Balcony, admeasuring 8.46 Sq.Mtrs. Total admeasuring area 48.10 Sq.Mtrs.** on **Second Floor** in the building known as "ROYAL RESIDENCY APARTMENT" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 20,00,000/- (Rupees Twenty Lacs only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature,

extent and description of the common areas and facilities, which are more particularly described in the second schedule annexed herewith.

- 1(b) The total aggregate consideration amount for the said apartment / flat is **Rs. 20,00,000/- (Rupees Twenty Lacs only)**. The Promoter have provided parking on the Ground Floor and for that have not charge for the same.
- 1(c) 1(c) The Allottee have paid an amount of Rs. 2,00,000/- (Rupees Two Lacs only) paid by cheque, bearing cheque No. 000005, dated – 20/07/2023 drawn on HDFC Bank, Branch – Indira Nagar, Nashik in favour of the Promoters as the part payment.
- (ii) The Allottee shall pay balance consideration amount **Rs. 18,00,000/- (Rupees Eighteen Lacs only)** to the Promoter by obtaining loan from any financial institution or bank within one month from the date of execution of this Agreement.
- 1(d) The Total Price above **includes** Taxes (consisting of tax paid or payable by the Promoter by way of value added Tax, Service Tax, G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat.
- 1(e) The Total Price is escalation-free, save and except escalations /increases which the Allottee 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 Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 12 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to the variation cap of three percent. The total price payable for the reduction in carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorize the Promoter to adjust/appropriate all payments made by them 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 Allottee undertake not to object/ demand/direct the Promoter to adjust their payments in any manner.
- 2.1 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the Allottee after receiving the entire consideration amount.
3. The Promoter hereby declares that the Floor Space Index available in respect of the said properties is in the ratio of $1 : 1 . 1 + \text{Premium} + \text{FSI of Road winding} + \text{TDR}$ purchased by the Promoter. In case any FSI / TDR as may be remaining or as may be increased due to any change in the municipal rules, the same shall be available to the Promoter only and the Promoter shall be able to sale or consume the said unused FSI / TDR and except the Promoter nobody shall have right to use the said FSI / TDR and the Promoter shall be entitled to construct additional construction as may be approved by the local authority and shall be further entitles to sell the said construction to any third party, the Allottee in the building shall not object or obstruct the Promoter from doing so.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Promoter agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by

concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of 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 Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fail 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.

Time is the essence of this Agreement. The Allottee shall pay the Balance consideration and other payments on the due date at any costs. In the event of the Allottee failing to make payment on the due date then the Promoter after due notice shall be entitled to terminate this Agreement and forfeit Rs. 1,00,000/- (Rupees One Lac only) out of the amount received hereunder as liquidated damages. The Promoter shall be entitled to deal with and dispose of the said Flat thereafter to third parties, and the Allottee shall have no right to object in any manner. However, the Promoter have option to continue the said transaction but in that case the Allottee shall pay the interest for the delayed period @ 18 % p.a. till the time the payment is made. The Promoter is not liable to give any intimation or notice of the installments becoming due even oral / telephonic demand is sufficient. In addition to the Allottee's liability to pay interest as mentioned hereinabove, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and / or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount/s or due/s whatsoever payable by the Promoter under this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give the possession of the Flat to the Allottee after receiving the entire consideration amount.
- 7.1 Procedure for taking possession - The Promoter on receiving the entire consideration amount and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Flat to the Allottee. The Promoter agrees and undertakes to

indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat is ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Flat :
Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of completion certificate.
- 7.4(i) If within a period of five years from the date of handing over the Flat to the Allottee. The Allottee bring to the notice of the Promoter any structural defect in the Apartment/Flat or in the Building, which the Apartments/Flats/Shops are situated or any defects or any defects on account of workmanship, quality or provision of services then, wherever possible such defects shall be rectified by the Promoter at their own costs and in case, it is not possible to rectify such defects then the Allottee shall be entitled to receive from the Promoter appropriate compensation for such defect in the manner as provided under the Act.
- (ii) Provided further, that Allottee shall not carry out any alteration of the whatsoever nature in the Said Flat of phase/wing or in the fittings therein, on specific the structure of the said unit /wing of the Said Building which shall include but not limits to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alternation in any of fitting, pipes, water supply connections or any erection or alternation in the bed room, toilet & kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect cause on account of willful neglect on the part of the Promoter and shall not mean defect cause by normal wear and tear and by negligent use of apartment by the occupant, vagaries of nature etc.
- (iii) That shall be the responsibility of the Allottee to maintain his unit in proper manner and take all due care needed including but not limiting to the joint in the tiles in his Flat are regularly field with white cement / epoxy to prevent water seepage. Further where the manufacturing warranty as shown by the developer to the Allottee end before the defect liability period, such warranties are covered under the maintenance of the said unit / building. And if the annual maintenance contract are not done / renewed by the Allottee, the Promoter shall not be responsible for any defect

occurring due to the same. That the project as a whole has been conceived, design and constructed based on the commitment and warranties given by the vendor / manufacturer that all the equipments, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts, so as yet to be sustainable and in proper working condition to continue warranty in the said Flat and the common project amenities wherever applicable.

- (iv) That the Allottee have been made aware and that the Allottee expressly agree that the regular wear and tear of the Unit / building . phase / wings includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not structural defect and hence cannot be attributed to either bad workmanship or structural defect.
 - (v) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit the report to state the defect in materials used, in the structure built off unit/phase/wing and in the workmanship executed keeping in the mind aforesaid agreed clauses of this agreement.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the parking space only for purpose of keeping or parking his/her own vehicle, commercial vehicle will not be allowed in the parking area.
9. The Allottee along with other Allottee(s)s of Apartments/Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill hi, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society, Deed of Declaration of Apartment Condominium or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 9.2 The Promoter shall, within three months of registration of the declaration of Apartment as aforesaid, cause to be transferred to the Apartment Association all the right, title and the interest of the

- Promoter/Lessor/Original Owner/Promoter and/or the owner in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupancy, the Allottee 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/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that, the Allottee shall pay the maintenance deposit amount for the said Building. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the Apartment Association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.
10. The Allottee shall contribute and pay following amount to the Apartment / Flat details of which is under :-
- i) Share money, application entrance fee of the Apartment Association.
 - ii) Formation and registration of the Apartment Association.
 - iii) Proportionate share of taxes and other charges / levies in respect of the Apartment Association.
 - iv) Deposit towards provisional monthly contribution towards outgoings of Apartment Association.
 - v) Deposit for water, Electric and other utility and services connection charges.
 - vi) The Allottee will be liable to pay House Tax from the date of completion.
11. The Allottee shall pay his share in formation of the said Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance or lease or any document or instrument of transfer in respect of the

structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter have absolute, clear and marketable title with respect to the said project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said project land for the implementation of the Project;
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- (iii) There are no encumbrances upon the Project or the Project except those disclose in the Title Report.
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land except those disclose in the Title Report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting "and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter have 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 Allottee created herein, may prejudicially be affected;
- vii. The Promoter have 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 Flat, which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee.
- x. The Promoter have 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 except those disclosed in the title report.

14. The Allottee/s or himself with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment / Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment / Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment / Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Apartment / Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment / Flat is situated or the Apartment / Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment / Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment / Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment / Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Apartment Association. The Allottee shall not close the adjoining open terrace and balcony even through fabrication grill and further shall not change the exterior paint of the building including terrace / balcony.
 - v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

- Apartment / Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment / Flat in the compound or any portion of the project land and the building in which the Apartment is situated.
 - vii. Pay to the Promoter within fifteen days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment / Flat is situated.
 - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment / Flat by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Apartment Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment / Flat is situated is executed in favour of Apartment Association, the Allottee shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment / Flat is situated is executed in favour of Apartment Association, the Allottee shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association, Deed of Declaration of Apartment Condominium or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments / Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Promoter executes this Agreement they shall not mortgage or create a charge on the Flat 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 Allottee who has taken or agreed to take such Flat.
18. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sign and deliver 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
19. 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 apartment/plot/building, as the case may be.
20. RIGHT TO AMEND
This Agreement may only be amended through written consent of the Parties.
21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES -

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

22. SEVERABILITY -
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT
Wherever in this Agreement it is stipulated that the Allottee have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Flat bears to the total carpet area of all the Apartments in the Project.
24. 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.
25. 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's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in one month after the Agreement is duly executed by the Allottee 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.
26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limits prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. The Promoter shall be entitled to consume if any additional F.S.I. granted by N.M.C or Govt. in respect of the said properties in future then the Promoter can use it in any other property or in the said building. If the

Promoter want to use it in the said property then the Promoter shall be entitled to use the ground, stair case, terrace of the building and the purchaser or any person claiming right through them shall not object or resist the same.

28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and notified E-mail ID/Under Certificate of posting at their respective addresses specified below:

MR. NASIR HUSAIN SHAIKH,

R/o. House No. 1289, Near Trimbak Police
Chowki, Khadkali, Nashik – 422 001

MOHAMMAD ASIF NIZAMUDDIN KOKNI,

R/o. Flat No. 101, Usmaniya Tower,
Koknipura, Nashik - 422001

MANGALAM DEVELOPERS,

A Partnership Firm,
Through it's Partner -

MR. VISHAL JAYANTILAL KARANIYA,

R/o. Flat No. 601, J – Wing, Anmol Nayantara,
City one, Tidke Colony, Nashik – 422 002

E – Mail Address – mangalamdevelopers2013@gmail.com

It shall be the duty of the Allottee 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 Allottee, as the case may be.

29. **JOINT ALLOTTEES :-**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottee.

30. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement has been paid by the Promoter.

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

32. GOVERNING LAW -

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

**SCHEDULE - I
(THE SAID PROPERTY REFERRED TO ABOVE)**

All that piece and parcel of the non agricultural property situated in Layout bearing Plot No. 03, area admeasuring 967.00 Sq.Mtrs. from and out of Survey No.13/2/1/ to /12/plot /3 alongwith additional F.S.I. adm. 76.24 Sq. Mtrs. Of Plot No. 44 out of Survey No. 13/2/1/ to /12/plot /44 situated at Village Wadala, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik and the said plot jointly bounded as below :-

ON OR TOWARDS BY

East : Plot No. 14
West : 18.00 Mtrs. D. P. Road,
South : Plot No. 02
North : Plot No. 04

Together with all rights of roads, common ways, easementary rights etc.

**SCHEDULE - II
(OF THE SAID PREMISES REFERRED TO ABOVE)**

All that of the constructed residential premises i.e. **Flat No. B 201 on Second Floor**, in the building '**B**' Wing, named as "**ROYAL RESIDENCY APARTMENT**" admeasuring Carpet area **39.25 Sq.Mtrs.** and open Balcony area **8.85 Sq.Mtrs.** Total admeasuring **48.10 Sq.Mtrs.** and alongwith the right to use common parking, staircase, lift and landings and in the common areas of the said Building and also alongwith 2.51 % equivalent to ownership rights in the common areas as mentioned in the Declaration of Apartment of the said Apartment, which is constructed as per the building plan sanctioned by the Nashik Municipal Corporation, Nashik and bounded as follows:-

ON OR TOWARDS BY

East : Staircase and Lobby
West : Flat No. A 206
South : Building Side Margin
North : Duct and Flat No. B 202

All the said premises together with all common amenities, rights of access, easement etc.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands and set their seals on the day, month and year hereinabove mentioned.

SIGNED,SEALED& DELIVERED
by within named **Land Owner /
Promoter No. 1 –**

MOHAMMAD ASIF NIZAMUDDIN KOKNI

SIGNED,SEALED& DELIVERED
by within named **Developer /
Promoter No. 2 -**

**MANGALAM DEVELOPERS,
Through it's Partner -
MR. VISHAL JAYANATILAL KARANIYA**

SIGNED,SEALED& DELIVERED
by within named purchaser / Allottee.

MR. NASIR HUSAIN SHAIKH

In presence of Witnesses ::

1. _____

2. _____