



Notary Public
Laxman F. Landge
MASHIK
MAHARASHTRA
INDIA
THIS DOCUMENT
CONTAINS
PAGE 1
of 1

Agreement for sale

Notary Document

RS. ONE HUNDRED

भारत INDIA
INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

० 2023 ०

११/११/२०२३ दि. ०८/०६/२०२३ र.

क्र. / शिपती / सो. विभागेचे उमळते व्यागळे

पत्ता मिनासाबी मीबा विठ्ठलकाळी मंदिरा बिल्डिंग

हजेरे उमेश दगळे

सही

STPH

NOTARIAL
LAXMAN F. LANDGE
TREASURY, T. OF INDIA
No. 1228
MASHIK
NOTARIAL

NOTARIAL
LAXMAN F. LANDGE
T. OF INDIA
No. 1228
MASHIK
NOTARIAL

NOTARIAL

NOTARIAL
LAXMAN F. LANDGE
T. OF INDIA
No. 1228
MASHIK
NOTARIAL

स. रा. अमृतकर
स्टॅम्प वेडर/नाशिक.
(सु. वि. प. क्र. १०३/२००२)

Rera Registration No. : P51600030812

Stamp Rs. : 2,94,000/-

Document Rs. : 49,00,000/-

Valuation Pocket No. 1.3.50

Valuation Rs. : 48,74,400 /-

AGREEMENT FOR STAMP

Articles of Agreement made on 29/6/2023 At Nashik.

BETWEEN

Prabhat Developers A Partnership Firm [Pan No. AANFP 2130 K], through its Partner Shri. Amrutlal Shivji Patel, Age - 63 Years, Occ. Agriculturist & Business, R/o. 101, Gajanan Annex, Patil Lane No.1, Near Magnum Hospital, College Road, Nashik-422005, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the said Partnership Firm, its Partners for the time being constituting the said Partnership Firm, their executors, administrators, representatives and assigns) of the **ONE PART**;

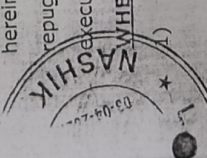
AND

- 1) **Vibhavari Kamlakar Sangale** (Aadhar No. 7902 7007 3501) Age -46 Years, Occ. Self Employed (Pan No. BAGPS6127R),
- 2) **Kamlakar Baburao Sangale** (Aadhar No. 3840 9667 5665) Age -54 Years, Occ. Service (Pan No. ADBPS3963Q) both R/o. Row House No. 6, Om Pushkar, Bhansali Mala, Near Vitthal Rukmini Hall, Makhmalabad Road, panchavati, Nashik-422003 hereinafter referred to as **THE ALLOTTEES** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **OTHER PART**;

WHEREAS:

Prabhat Developers A Partnership Firm through its Partner Shri. Amrutlal Shivji Patel, (Hereinafter referred to as the Plot Owner/ Promoter) is seized and possessed of and otherwise well and sufficiently entitled to all that piece & parcel of non-agricultural land bearing Revenue Survey No. 13/1/3/Plot/3 admeasuring Ares 11.39.06 sq. mtrs. (1139.06 sq. mtrs.) assessed at N.A. assessment of Rs. 546.74 Ps. situated, lying & being at Nashik City-1, Tal & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik (hereinafter referred to as the said plot for the sake of brevity and more particularly described in Schedule-I written herein).

- 2) **AND WHEREAS** the Promoter have purchased the said plot from Shri. Vinayak Mahadev Govilkar vide registered Sale Deed dtd. 11/06/2019 bearing registration No. 3931/2019. In pursuance of execution of the said Sale Deed the name of the Purchaser Prabhat Developers A Partnership Firm through its Partner was entered into record of rights of the said Plot vide M.E. No. 105368.



(1)

- 3) **AND WHEREAS** layout of the said property has been finally approved by the Assistant Director, Town Planning, Nashik Municipal Corporation vide Order No. Town Planning Department/ Final/ 132 (Panchavati) dtd. 31/12/2002.
- 4) **AND WHEREAS** the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik bearing order No. Mah/Desk-3/N.A.S.R./72/2001 dtd. 22/06/2001.
- 5) **AND WHEREAS** as per sanctioned layout plan of the said property a colony road of 6.00 mtrs. width has been shown and prepared on the south side of the aforesaid plot. However as per the recent building bye-laws, Rules & Regulation of Nashik Municipal Corporation Nashik, the colony road of 6.00 mtrs. width shall required to be widened to the extent of 9.00 mtrs. width & for that purpose it is necessary for the plot owners to surrender required area for road widening in favour of Nashik Municipal Corporation Nashik before sanction of building plan on the said plot. The Promoters have transferred an area admeasuring 51.75 sq. mtrs. from the aforesaid plot for Road Widening to the Nashik Municipal Corporation Nashik. Accordingly Commissioner, Nashik Municipal Corporation, Nashik passed Order No. Na.Ni.Vi/Vashi/887/ 2020 dtd. 29/12/2020 for acquisition of the area for road widening has mentioned above. In pursuance whereof necessary documents has been executed by the Promoters in favour of Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik. Accordingly an area admeasuring 51.75 sq. mtrs. was shown in the name of Nashik Municipal Corporation Nashik for Road Widening & the remaining area admeasuring 1087.31 sq. mtrs. was shown in the name of the Promoters. Necessary effect of the said plot and surrender of area for Road Widening in favour of Nashik Municipal Corporation Nashik was taken into revenue records of the said plot vide M.E. No. 108390.
- 6) **AND WHEREAS** the Promoters have purchased T.D.R. F.S.I. of 603.17 sq. mtrs. out of DRC No. 976 issued by Nashik Municipal Corporation dtd. 10/06/2021 from Shri. Mahesh Nanakram Ramchandani vide registered Sale Deed dtd. 18/06/2021. The said Sale Deed was registered in the office of Sub-Registrar, Nashik-5 bearing Registration No. 5987/2021 on 21/06/2021 for utilizing the same for construction of Building. (As per the said Sale Deed Formula of the said TDR FSI is as under:- 707X12200/14300=603.17 sq. mtrs.). As per the above



Sale Deed the Promoters have used and utilized total 603.17 sq. mtrs. T.D.R. F.S.I. out of the aforesaid D.R.C. No. 976 for construction of building on the said property as per the building bye-laws and development control rules of Nashik Municipal Corporation Nashik.

- 7) **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.
- 8) **AND WHEREAS** the Promoters have constructed a multi-storied building consisting of various residential & commercial premises on the said property and the building is known as **PRABHAT EMPIRE APARTMENT** (hereinafter referred as the said building) on the said property, consisting of residential flats, shops, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein, on **OWNERSHIP BASIS** to the intending Purchasers.

- 9) **AND WHEREAS** the Promoter have prepared Building Plan of the said building on the said property and got it sanctioned from the Nashik Municipal Corporation vide **Commencement Certificate No. LND/BP/C2/224/2021 dtd. 19/07/2021**. The Promoters have completed the construction work of the said building in all respect & obtained building **Completion Certificate** from Nashik Municipal Corporation Nashik vide **Letter No. Outward No./Na.Ni.Vi./C-1/31225/2023 dtd. 20/02/2023**.

AND WHEREAS the Promoters submitted the said property and the building constructed thereon under the provisions of Maharashtra Apartment Ownership Act 1970 and the rules made there under. The Promoters executed Declaration of Apartment on 27/3/2023 and the same is registered in the office of Sub-Registrar, Nasik-5 on 27/3/2023 vide Registration No. 4025-2023

- 11) **AND WHEREAS**, the Promoters have at the request of the Allottees agreed to sell to the Allottees **Fiat No. 602** admeasuring 100.69 sq. mtrs. carpet area, Balcony 17.21 sq. mtrs. carpet as per sanctioned building plan on the **Sixth Floor** out of the said building known as **PRABHAT EMPIRE APARTMENT**. The Promoters have agreed to sell to the Allottees the said premises on the terms and conditions appearing hereunder.

- 12) The carpet area of the flat as per sanctioned building plan shall mean and include floor area of the flats including all internal walls. The Allottees have understood

Maharashtra Real
REGISTRATION

This registration is granted under section 5 of the
P51600030812

*Project: Prabhat Empire Apartment , Plot Bearing
Nashik, Nashik, 422003;*

1. Prabhat Developers having its registered office at
Pin: 422005.
2. This registration is granted subject to the following conditions:
 - The promoter shall enter into an agreement with the purchaser.
 - The promoter shall execute and register the sale deed.

- 3) **AND WHEREAS** layout of the said property has been finally approved by the Assistant Director, Town Planning, Nashik Municipal Corporation vide Order No. Town Planning Department/ Final/ 132 (Panchavati) dtd. 31/12/2002.
- 4) **AND WHEREAS** the said property has been converted for Non Agricultural use vide the order of the Collector of Nashik bearing order No. Mah/Desk-3/N.A.S.R./72/2001 dtd. 22/06/2001.
- 5) **AND WHEREAS** as per sanctioned layout plan of the said property a colony road of 6.00 mtrs. width has been shown and prepared on the south side of the aforesaid plot. However as per the recent building bye-laws, Rules & Regulation of Nashik Municipal Corporation Nashik, the colony road of 6.00 mtrs. width shall required to be widened to the extent of 9.00 mtrs. width & for that purpose it is necessary for the plot owners to surrender required area for road widening in favour of Nashik Municipal Corporation Nashik before sanction of building plan on the said plot. The Promoters have transferred an area admeasuring 51.75 sq. mtrs. from the aforesaid plot for Road Widening to the Nashik Municipal Corporation Nashik. Accordingly Commissioner, Nashik Municipal Corporation, Nashik passed Order No. Na.Ni.Vi/Vashi/887/ 2020 dtd. 29/12/2020 for acquisition of the area for road widening has mentioned above. In pursuance whereof necessary documents has been executed by the Promoters in favour of Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik. Accordingly an area admeasuring 51.75 sq. mtrs. was shown in the name of Nashik Municipal Corporation Nashik for Road Widening & the remaining area admeasuring 1087.31 sq. mtrs. was shown in the name of the Promoters. Necessary effect of the said plot and surrender of area for Road Widening in favour of Nashik Municipal Corporation Nashik was taken into revenue records of the said plot vide M.E. No. 108390.
- 6) **AND WHEREAS** the Promoters have purchased T.D.R. F.S.I. of 603.17 sq. mtrs. out of DRC No. 976 issued by Nashik Municipal Corporation dtd. 10/06/2021 from Shri. Mahesh Nanakram Ramchandani vide registered Sale Deed dtd. 18/06/2021. The said Sale Deed was registered in the office of Sub-Registrar, Nashik-5 bearing Registration No. 5987/2021 on 21/06/2021 for utilizing the same for construction of Building. (As per the said Sale Deed Formula of the said TDR. FSI is as under:- 707X12200/14300=603.17 sq. mtrs.). As per the above

Sale Deed the Promoters have used and utilized total 603.17 sq. mtrs. T.D.R. F.S.I. out of the aforesaid D.R.C. No. 976 for construction of building on the said property as per the building bye-laws and development control rules of Nashik Municipal Corporation Nashik.

7) **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.

8) **AND WHEREAS** the Promoters have constructed a multi-storied building consisting of various residential & commercial premises on the said property and the building is known as **PRABHAT EMPIRE APARTMENT** (hereinafter referred as the said building) on the said property, consisting of residential flats, shops, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein, on **OWNERSHIP BASIS** to the Intending Purchasers.

9) **AND WHEREAS** the Promoter have prepared Building Plan of the said building on the said property and got it sanctioned from the Nashik Municipal Corporation vide **Commencement Certificate No. LND/BP/C2/224/2021 dtd. 19/07/2021**. The Promoters have completed the construction work of the said building in all respect & obtained building **Completion Certificate** from Nashik Municipal Corporation Nashik vide **Letter No. Outward No./Na.Ni.Vi./C-1/31225/2023 dtd. 20/02/2023**.

10) **AND WHEREAS** the Promoters submitted the said property and the building constructed thereon under the provisions of Maharashtra Apartment Ownership Act 1970 and the rules made there under. The Promoters executed Declaration of Apartment on 27/3/2023 and the same is registered in the office of Sub-Registrar, Nasik-5 on 27/3/2023 vide Registration No. 4025-2023

11) **AND WHEREAS**, the Promoters have at the request of the Allottees agreed to sell to the Allottees **Fiat No. 602** admeasuring 100.69 sq. mtrs. carpet area, Balcony 17.21 sq. mtrs. carpet as per sanctioned building plan on the **Sixth Floor** out of the said building known as **PRABHAT EMPIRE APARTMENT**. The Promoters have agreed to sale to the Allottees the said premises on the terms and conditions appearing hereunder.

12) The carpet area of the flat as per sanctioned building plan shall mean and include floor area of the flats including all internal walls. The Allottees have understood



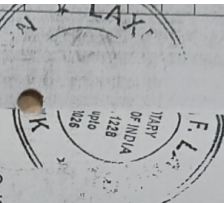
the area calculation of the said flat i.e. carpet area as per sanctioned building plan from the Promoters. The Allottees after understanding the area calculation of the said flat have decided to purchase the said flat from the Promoters. Purchasers/Allottees further declare that they have checked and verified the area of the said premises purchased by them from the Grantor owner & Developer and that they have not objection or complaint in respect of the measurement of the said premises.

13) **AND WHEREAS** the Allottees have seen all the documents relating to the title of the said property and also the Building Permission, Building Completion Certificate, N.A. Permission, Title Clearance Certificate & Building Plan of the said building and have satisfied themselves about the title of the Promoters to build the said building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the Promoters to construct and to sale the aforesaid premises the Allottees have decided to purchase the said premises from the Promoters on the terms and conditions appearing hereunder.

14) **AND WHEREAS** the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

15) **AND WHEREAS** the Promoters have constructed on the project land a multi storied building known as "PRABHAT EMPIRE APARTMENT" consisting of 6 commercial shops & 26 residential flats described as under:-

Unit No.	Floor	Carpet area sq. mtrs.	Area of Balcony sq. mtrs.	Area of terrace sq. mtrs.	Total area in sq. mtrs.	
					sq. mtrs.	sq. mtrs.
COMMERCIAL UNIT SHOWROOM						
1	Ground	40.18	-	-	-	72.11
1	1 st	31.93	-	-	-	
2	Ground	27.68	-	-	-	48.10
2	1 st	20.42	-	-	-	
3	Ground	27.64	-	-	-	47.30
3	1 st	19.66	-	-	-	
4	Ground	27.64	-	-	-	47.30
4	1 st	19.66	-	-	-	
5	Ground	27.61	-	-	-	47.05



5	1st	12.44	-	-	-
6	Ground	28.00	-	-	-
6	1st	36.70	-	-	64.70
RESIDENTIAL UNIT/FLAT					
101	1st	99.86	16.85	-	116.71
102	1st	100.82	17.21	-	118.03
201	2nd	100.82	17.21	-	118.03
202	2nd	100.69	17.21	-	117.90
203	2nd	99.86	16.85	-	116.71
204	2nd	100.82	17.21	-	118.03
301	3rd	100.82	17.21	-	118.03
302	3rd	100.69	17.21	-	117.90
303	3rd	99.86	16.85	-	116.71
304	3rd	100.82	17.21	-	118.03
401	4th	100.82	17.21	-	118.03
402	4th	100.69	17.21	-	117.90
403	4th	99.86	16.85	-	116.71
404	4th	100.82	17.21	-	118.03
501	5th	100.82	17.21	-	118.03
502	5th	100.69	17.21	-	117.90
503	5th	99.86	16.85	-	116.71
504	5th	100.82	17.21	-	118.03
601	6th	100.82	17.21	-	118.03
602	6th	100.69	17.21	-	117.90
603	6th	99.86	16.85	-	116.71
604	6th	100.82	17.21	-	118.03
701	7th	100.82	17.21	54.555	172.585
702	7th	100.69	17.21	54.735	172.635
703	7th	99.86	16.85	-	116.71
704	7th	100.82	17.21	-	118.03

16) **AND WHEREAS** the Promoters have registered the Project under the Provisions of the Act with the **Real Estate Regulatory Authority at Mumbai bearing No. P51600030812**; Authenticated copy is attached herewith.

(Signature)

- 17) **AND WHEREAS** the Promoter has sole and exclusive right to sell the Apartments in the said building constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments and to receive the sale consideration in respect thereof;
- 18) **AND WHEREAS** on demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri. Darshan Sancheti and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made there under;
- 19) **AND WHEREAS** the authenticated copies of certificate of title issued by the Advocate of the Promoter, authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed have been annexed herewith
- 20) **AND WHEREAS** the authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed herewith
- 21) **AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottees, as sanctioned and approved by the Local Authority have been annexed herewith.
- 22) **AND WHEREAS** the Promoter has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s from time to time and accordingly obtained building completion certificate from Nashik Municipal Corporation Nashik.
- 23) **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.
- 24) **AND WHEREAS** prior to the execution of these presents the Allottees has paid to the Promoter a **Sum of Rs. 9,00,000/- (Rupees Nine Lakh only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottees as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottees has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

26) **AND WHEREAS** the Promoter hereby agrees to allot parking space No. 602, admeasuring 10.00 sq. mtrs. to the Allottees for parking of his own hatchback four wheeler or Two wheeler on the Ground floor of the said building.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS;

1) The Promoters have constructed the said building consisting of ground and 7 Upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2) The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottees **Apartment No. 602**, admeasuring 100.69 sq. mtrs. carpet area, Balcony 17.21 sq. mtrs. carpet **on Sixth Floor** in the said Building (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof hereto annexed herewith for the lump sum consideration of **Rs. 49,00,000/-** 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.

The total aggregate consideration amount for the apartment including covered parking space is thus **Rs. 49,00,000/-** - The Allottees have agreed to pay to the Promoters the said amount of consideration in the following manner :-

Rupees	Particular
Rs. 9,00,000/-	Paid by RTGS-BKIDR52023062700867399, dtd. 27/6/2023
Rs. 40,00,000/-	To be paid on or before dtd. 1/7/2023 at the time of delivery of possession of the said flat.
Rs. 49,00,000/-	Rupees Forty Nine Lakh Only

a) The total price above inclusive of all taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project

payable by the Promoters) up to the date of handing over the possession of the said Flat.

b) The Promoters shall confirm the final carpet area that has been allotted to the Allottees before actual delivery of possession of the said premises.

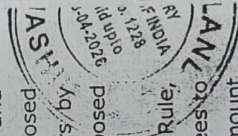
c) The Allottees authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottees undertakes not to object/ demand/direct the Promoters to adjust his payments in any manner.

4) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1042.57 square meters only and Promoters has planned to utilize floor space Index of 707.00 sq. mtrs. 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 for increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoters has disclosed the Floor Space Index of 3828.47 sq. mtrs. utilized by him on the project land in the said project and Allottees have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

5) The Allottees agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

a) Without prejudice to the right of Promoters to charge interest in terms of clause No.2 mentioned above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters shall at his own option, may terminate this Agreement.

b) Provided that, Promoters shall give notice of 15 days in writing to the Allottees, by Registered A.D. at the address provided by the Allottees and mail at the E-Mail address provided by the Allottees, 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 Allottees fails

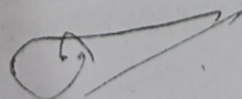


to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

- c) Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottees (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of this Apartment which may till then have been paid by the Allottees to the Promoters.
- d) The promoter has paid an amount of Rs 1,50,000/- to Mr. Mitesh J. Patel a brokerage in respect of the transaction of said flat.
- 6) 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) provided by the Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 7) The construction of the building on the said property is complete in all respect. The premises agreed to be purchase by the Allottees from the Promoters under this Agreement. However the Allottees have decided to obtain loan from Financial Institution or Bank for purchase of the said premises & hence the Allottees requires some time period for making the balance payment of consideration to the Promoters. Hence the Promoters have agreed to give one month's time from the date of execution of this agreement to the Allottees for giving the balance amount of consideration in respect of the said premises.
- 8) **PROCEDURE FOR TAKING POSSESSION :-** The Promoters have already obtained building completion certificate in respect of the said premises and the said building & hence the Allottees shall receive actual possession of the said premises from the Promoters upon payment of total amount of consideration within one month from the date of execution of this Agreement.
- 9) If within a period of 5 years from the date of handing over the Apartment to the Allottees, the Allottees brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoters, expenses required to rectify such defect in the manner as provided under the Act.

- 10) The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the allotted parking space only for purpose of keeping or parking vehicle owned by them.
- 11) The Allottees have agreed to become member of "Prabhat Empire Apartment Association" upon execution & registration of Deed of Apartment of the said premises. The Allottees shall also from time to time sign and execute the application for membership.
- 12) The Promoters shall, within 3 months of registration of the Apartment Association and upon receipt of consideration amount of all the premises in the said building on the project land cause to be transferred to the Apartment Association all the right, title and interest of the Promoters in the project land on which the building with multiple wings or buildings are constructed.
- 13) Within 15 days after notice in writing is given by the Promoters to the Allottees that the Apartment is ready for use and occupation, the Allottees 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 levied 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. The Allottees further agrees that till the Allottee's share is so determined the Allottees shall pay to the Promoters provisionally monthly contribution of Rs. 1/- per sq. fts. of Apartment per month towards the outgoings. The amounts so paid by the Allottees 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 Apartment Association, as the case may be.
- 14) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottees shall pay to the Promoters, the Allottees' 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/wing of the building.
- 15) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**
The Promoters hereby represents and warrants to the Allottees as follows;

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters 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 land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected.
- vii. The Promoters 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 Apartment which will, in any manner, affect the rights of Allottees under this Agreement.
- viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the Apartment Association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Apartment Association of the Allottees;
- x. The Promoters have duly paid 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 till obtaining occupation and/or completion certificate of the construction of the said building on the project land.



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

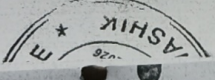
16) The Allottee/s for himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Promoters as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 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 is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and by-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees 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 Apartment 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the



Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the apurtenances thereto in good tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Apartment Association. Not to do or permit to be done any act or thing which may render void or voidable any insurance or the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi.

vii.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Promoters within 15 days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii.

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

ix.

The Allotees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allotees to the Promoters under this agreement are fully paid up.

x. The Allotees shall observe and perform all the rules and regulations which the Apartment Association 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 Allotees 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 outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Apartment Association, the Allottees 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 building or any part thereof to view and examine the state and condition thereof.
- 17) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 18) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said plot and building or any part thereof. The Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Apartment Association and until the project land is transferred to the Apartment Association as hereinbefore mentioned.
- 19) It is hereby expressly provided that the Top Terrace is attached from internal stair case from the Flat No. 701 & 702, of the said Building and it shall be used by the Purchasers/Allottees of the said flats only. Remaining top terrace area of Flat No. 703 & 704 shall be used in common by all the Purchasers/Allottees in the said apartment. The said common top terrace shall always be kept open to sky. The Purchasers/Allottees of other flats in the said building shall not be permitted to raise any objection for use of the exclusive top terrace space internally attached from Flat No. 701 & 702 by the respective flat Purchasers. The Purchasers/Allottees of other flats in the said building shall have no right title and interest in respect of the said exclusive top terrace space internally attached from Flat No. 701 & 702.
- 20) **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :-** After the Promoters executes this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created, then



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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 Allottees who has taken or agreed to take such Apartment.

21) **BINDING EFFECT :-** Forwarding this Agreement to the Allottees by the Promoters does not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever by deducting such expenses as has been incurred by the Promoters for preparing such Agreement.

22) **ENTIRE AGREEMENT :-** This Agreement along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes 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 as the case may be.

23) **RIGHT TO AMEND :-** This Agreement may only be amended through written consent of both the parties to the Agreement.

24) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25) **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there

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

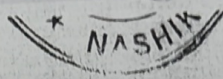
26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :- Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.

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

28) PLACE OF EXECUTION :- The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottees. After the Agreement is duly executed by the Allottees and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

29) The Allottees and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

30) That all notices to be served on the Allottees and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoters by Registered Post A. D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below;



Name of Allottees	1) Vibhavari Kamalakar Sangale 2) Kamalakar Baburao Sangale
Address	Row House No. 6, Om Pushkar, Bhansali Mala, Near Vitthal Rukmini Hall, Makhmalabad Road, Panchavati, Nashik-422003

Notified E-Mail I.D.	omkamajakarsangale@yahoo.co.in
Promoters Name	Prabhat Developers through its Partner Shri. Amrutlal Shivji Patel
Address	R/o. 101, Gajanan Annex, Patil Lane No.1, Near Magnum Hospital, College Road, Nashik-422005
Notified E-Mail I.D.	prabhat.constructions@yahoo.com

31) **JOINT ALLOTTEES:-** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees 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 Allottees.

32) **STAMP DUTY & REGISTRATION :-** The charges towards stamp duty and registration of this Agreement borne by the Allottees.

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

34) **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 civil courts will have the jurisdiction for this Agreement.

SCHEDULE - I

Description of the said property referred to above.

All that piece & parcel of Non- Agricultural land bearing **Survey No. 13/1/3/ Plot/3** **admeasuring Ares 10.87.31 sq. mtrs. i.e. 1087.31 sq. mtrs.** assessed at N.A. assessment at Rs. 546.74 Ps. situated, lying & being at **Village Nashik, Tal & Dist. Nashik**, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

On or towards the East :- By 30 mtrs. Wide D.P. Road
On or towards the West :- By Open Space
On or towards the South :- By 9 Mtrs. Wide Colony Road
On or towards the North :- By Plot No. 5

SCHEDULE - II

Description of the said premises sold under this Agreement.

On the aforesaid property a Building named as "**PRABHAT EMPIRE APARTMENT**" is constructed and out of the said Building the premises of **Apartment bearing No. 602,**

Notified E-Mail I.D.	omkamalakarsangale@yahoo.co.in
Promoters Name	Prabhat Developers through its Partner Smt. Anuradha Shivji Patel
Address	R/o. 101, Gajanan Annex, Patil Lane No.1, Near Magnum Hospital, College Road, Nashik-422005
Notified E-Mail I.D.	prabhat.constructions@yahoo.com

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34) **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 civil courts will have the jurisdiction for this Agreement.

SCHEDULE - I

Description of the said property referred to above.

All that piece & parcel of Non-Agricultural land bearing **Survey No. 13/1/3/ Plot/3** measuring **Ares 10.87.31 sq. mtrs. i.e. 1087.31 sq. mtrs.** assessed at N.A. assessment at Rs. 546.74 Ps. situated, lying & being at **Village Nashik, Tal & Dist. Nashik**, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

On or towards the East :- By 30 mtrs. Wide D.P. Road
On or towards the West :- By Open Space
On or towards the South :- By 9 Mtrs. Wide Colony Road
On or towards the North :- By Plot No. 5

SCHEDULE - II

Description of the said premises sold under this Agreement.

On the aforesaid property a Building named as "**PRABHAT EMPIRE APARTMENT**" is constructed and out of the said Building the premises of **Apartment bearing No. 602**,

admeasuring 100.69 sq. mtrs. carpet area, as per sanctioned building plan Balcony
17.21 sq.mtrs carpet situated on Sixth Floor and bounded as under :-

- On or towards the East :- Open Space of Same Plot
On or towards the West :- Ventilation Shaft & Adj. Flat No. 603
On or towards the South :- Open Space of Same Plot
On or towards the North :- Adj. Flat No. 601

SCHEDULE - III

LIST OF THE SPECIFICATIONS OF THE BUILDING AND AMENITIES PROVIDED IN THE RESIDENTIAL FLATS OF THE SAID APARTMENT:-

- 1) Structure : R.C.C. framed structure.
- 2) Masonry : Wall in brick masonry/ Fly ash brick or autoclave aerated concrete block (light weight block).
- 3) Flooring : Ceramic Tiles in all rooms.
- 4) Kitchen : Color Glazed Tiles Dado up to lintel level (6.5 feet). Granite kitchen Otta with stainless Steel Sink.
- 5) Paint : Internal Wall with Distemper painting. External superior quality cement paint/acrylic paint.
- 6) Toilets : Designer Glazed Tiles on the walls up to 6.5 feet height for toilet. Concealed plumbing work. Good quality toilet fittings.
- 7) Electrification : Copper wiring with sufficient number of light points. T.V. point in living. Good quality electrical fittings.
- 8) Doors & Windows : Wooden flush doors and cement frame with oil painted Aluminium sliding windows. M.S. safety grills for all windows.
- 9) Water Supply : Overhead & Underground water tank with sufficient storage. Water shall be supplied from overhead tank to all water taps in the Apartment.
- 10) Compound : Compound wall with M.S. Gate.
- 11) Electrical lift of 4 passengers capacity with power backup.

LIST OF THE SPECIFICATIONS OF THE BUILDING AND AMENITIES PROVIDED IN THE COMMERCIAL SHOPS OF THE SAID APARTMENT:-

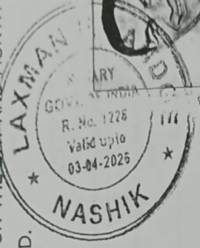
- 1) Structure : R.C.C. framed structure.
- 2) Masonry : Wall in brick masonry/ Fly ash brick or autoclave aerated concrete block (light weight block).
- 3) Flooring : Ceramic Tiles in all rooms.
- 4) Paint : Internal Wall with Distemper painting. External superior quality cement paint/acrylic paint.

- 5) Electrification : Copper wiring with sufficient number of light points. Good quality electrical fittings.
- 6) Polling Shutter.
- 7) Compound : Compound wall with M.S. Gate.

IN WITNESS WHEREOF, THE PARTIES HERETO AND ON THE DUPLICATE HEREOF, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE DAY AND MONTH AND THE YEAR FIRST WRITTEN HEREIN ABOVE MENTIONED.

SIGNED, SEALED & DELIVERED
 by withinnamed **PROMOTER**
PRABHAT DEVELOPERS

A Partnership Firm through its Partner

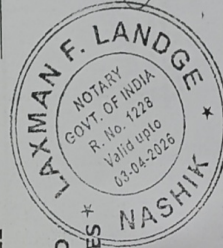


SHRI. AMRUTLAL SHIVJI PATEL

PROMOTER



1) VIBHAVARI KAMALAKAR SANGALE



SIGNED, SEALED & DELIVERED
 by the withinnamed **ALLOTTEES ***

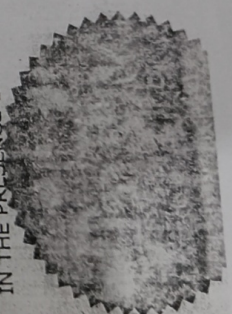


1) KAMALAKAR BABURAO SANGALE

ALLOTTEES BEFORE ME

(Sign)

IN THE PRESENCE OF: 1.



L. F. LANDGE
 Advocate & Notary
 Govt. of India
 Stadium Complex, Building No.2
 M. G. Road, Nashik-1
 M.: 95221069198

IDENTIFIED-BY ME
 IDENTIFIED-BY ME
 IDENTIFIED-BY ME

Noted & Registered at Serial Number
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