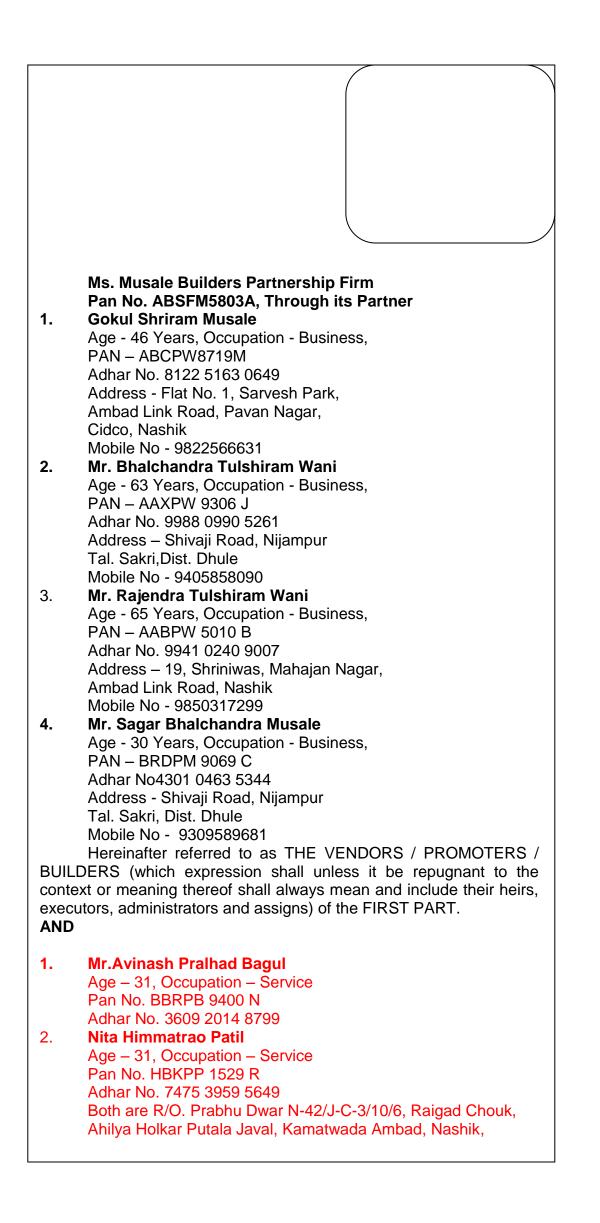
of Village	Kamatwada, Nashik	
Ready Recknor Zone No.	13.3	
Government Rate of Flat	Rs. 36,700/- per square meters	
Flat Number And Floor	401 And Fourth Floor	
Area of Flat (Carpet) + Balcony Area	62.67 Sq.mtr + 26.01 Sq.mtr = 88.68	
= Total Area	Sq.mtr	
Government Valuation of Flat	Rs. 29,11,815/-	
Consideration amount of Flat	Rs. 29,15,000/-	
Stamp Duty (6%)	Rs. 1,74,900 /-	
Registration Fees (1%)	Rs. 29,150 /-	
Project RERA Reg. No.	P51600047682	

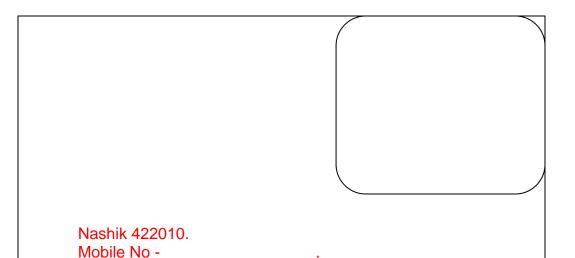
AGREEMENT TO SALE

This Agreement for Sale ("Agreement") made and executed at Nashik on this _____st day of _____ **2023**.

BETWEEN

1.	Gokul Shriram Musale Age - 46 Years, Occupation - Business, PAN – ABCPW8719M Adhar No. 8122 5163 0649 Address - Flat No. 1, Sarvesh Park, Ambad Link Road, Pavan Nagar, Cidco, Nashik
2.	Mobile No - 9822566631 Mr. Bhalchandra Tulshiram Wani Age - 63 Years, Occupation - Business, PAN – AAXPW 9306 J Adhar No. 9988 0990 5261 Address – Shivaji Road, Nijampur Tal. Sakri,Dist. Dhule Mobile No - 9405858090
3.	Mr. Rajendra Tulshiram Wani Age - 65 Years, Occupation - Business, PAN – AABPW 5010 B Adhar No. 9941 0240 9007 Address – 19, Shriniwas, Mahajan Nagar, Ambad Link Road, Nashik Mobile No - 9850317299
4.	Mr. Sagar Bhalchandra Musale Age - 30 Years, Occupation - Business, PAN – BRDPM 9069 C Adhar No4301 0463 5344 Address - Shivaji Road, Nijampur Tal. Sakri, Dist. Dhule Mobile No - 9309589681





Hereinafter referred to as the "PURCHASER/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the SECOND PART.

WHEREAS, The land area admeasuring 390.00 Sq.Mtr of Survey No. 35/1/2 at Kamatwada was owned & occupied by Shashikant Jagannath Dahivelkar and Rajendra Tulshiram Wani. After that Partition deed was prepare in between Rajendra Tulshiram Wani, Shashikant Jagannath Dahivelkar and Bhalchandra Wani and It was decided by the parties that out of 195.00 sq.mtr area given to Bhalchandra Wani.

WHEREAS, Shashikant Dahivelkar Gift his 195.00 sq. mtr. area to his wife Mrs. Sunanda Dahivelkar. The said gift deed was registered wide registration no. 6893/2016 dated 19/11/2016. After that Mrs. Sunanda Dahivelkar gift his 195.00 sq. mtr. area to his brother Bhalchandra Wani. The said Gift deed was registered wide registration no.6894/2016 dated 19/11/2016, So Bhalchandra Wani become the owner of 390 sq. mtr. area of Plot No. 1, S. No. 35/1/2

WHEREAS Bhalchandra Tulshiram Wani sold 195.00 sq. mtr. area to Rajendra Wani and Gokul Musale. The sale deed was registered wide registration no 9279/2021 dated 24/11/2021. After that Bhalchandra Tulshiram Wani Gift his 97.5 sq. mtr. area to his Son Sagar Musale. The said Gift deed was registered wide registered no.9283/2021 dated 24/11/2021.

WHEREAS, Promoter 1. Gokul Shriram Musale 2. Mr. Bhalchandra Tulshiram Wani 3. Mr. Rajendra Tulshiram Wani 4. Mr. Sagar Bhalchandra Musale Prepare a partnership deed in the name Ms. Musale Builders.

AND WHEREAS, the promoters have accrued a title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendors is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment or there is no lis pendance in respect of the said property, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

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



AND WHEREAS the Promoters are in possession of the project land.

AND WHEREAS the Promoters commence the construction of building which consists of ground + six upper floor building having 12 residential units and 1 Commercial unit, the Promoters submitted the said land & construction thereon to the provision of Real Estate (Regulation & Redevelopment) Act, 2017 of project of **"Tulshibag Pride"** & registered the said project under the provisions of the said Act & obtained RERA Registration Certificate bearing it's RERA Reg. Certificate No. P51600047682; authenticated copy is attached in Annexure 'F'.

AND WHEREAS the Promoters have appointed a structural Engineer **Mr. C. D. Patel** for the preparation of the structural design and drawings of the project, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the project.

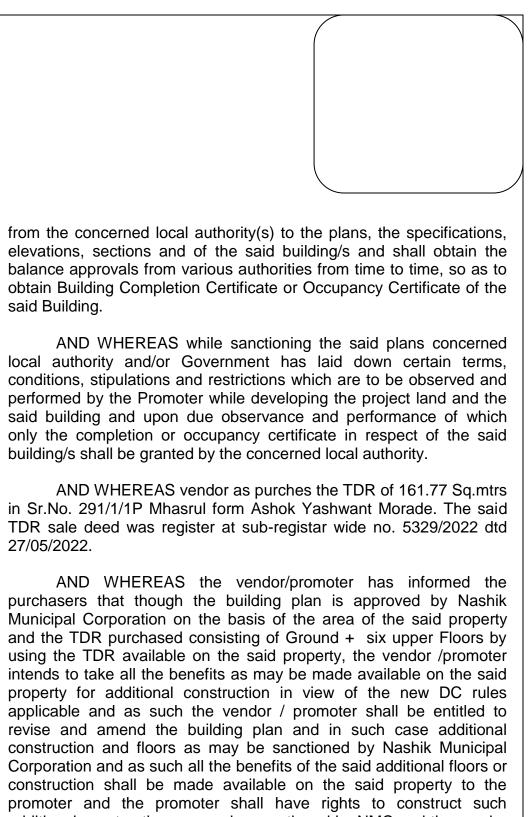
AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect **Mr. Satish Gaikwad** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (Hereinafter referred to as "the said Act") and the rules and regulation made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate **Mr. Harshal Shashikant Kenge** of the Promoters, 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 Promoters to the project land on which the building going to be construct have been annexed hereto and and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout in respect of said property which has since been finally approved by The Asst. Director, Town Planning, Nashik Municipal Corporation, Nashik wide letter no. Nagarrchana. / Antim / 431/6210 dtd. 20/02/1999 have been annexed hereto and marked as Annexure C.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoters and according to which the construction of the building is proposed is annexed and marked as Annexure D.

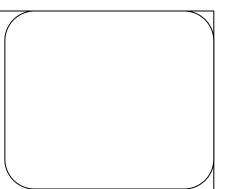
AND WHEREAS the Promoter has got some of the approvals



construction shall be made available on the said property to the promoter and the promoter shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose off the same and the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the purchaser / allottees for amendment of the building plan, the area, location and size of the apartment of the purchaser/allottees is adversely affected.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee is offered an Apartment bearing number **401** on the **Fourth** floor, (Hereinafter referred to as the said "Apartment") in the Building called **Tulshibag Pride** (Hereinafter



referred to as the said "Building") being constructed on the said property by the Promoters, the said unit is more particularly described in the Schedule-II written hereunder.

AND WHEREAS the carpet area of the said Apartment is and "carpet area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony / Varandah appurtenant to the said Apartment for exclusive use of the Allottee 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.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents, the Allottee has paid to the Promoter sum of **Rs.29,15,000/- (Rupees Twenty Nine Lakh Fifteen Thousand only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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 Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter / vendor.

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 agrees to purchase the Apartment as described herein after.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS

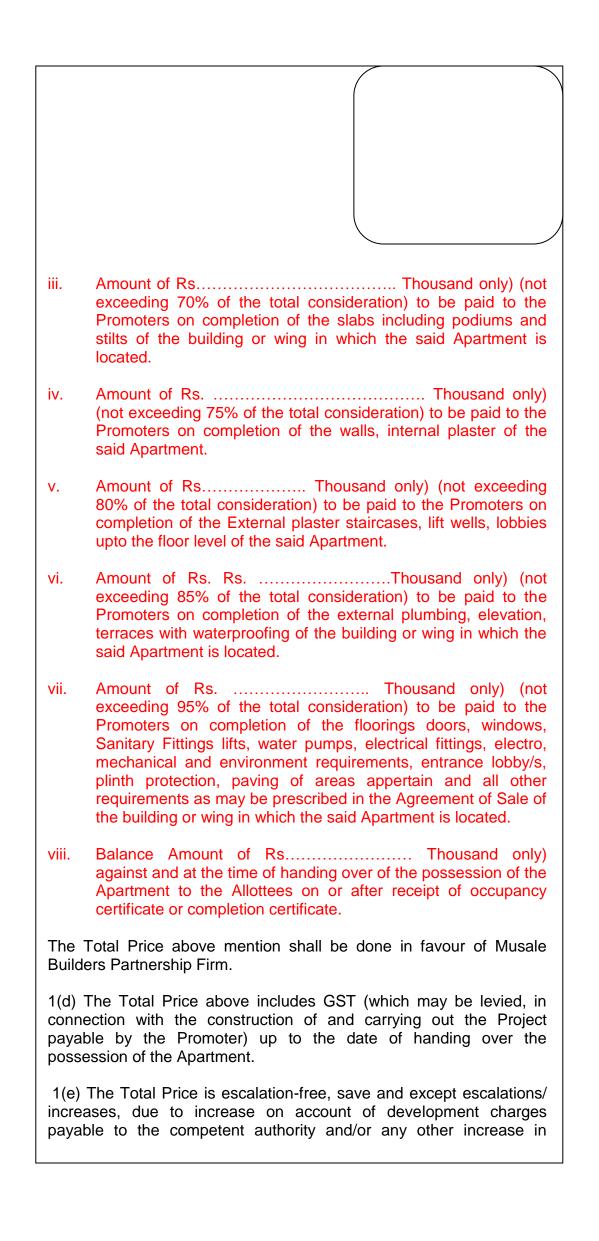
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

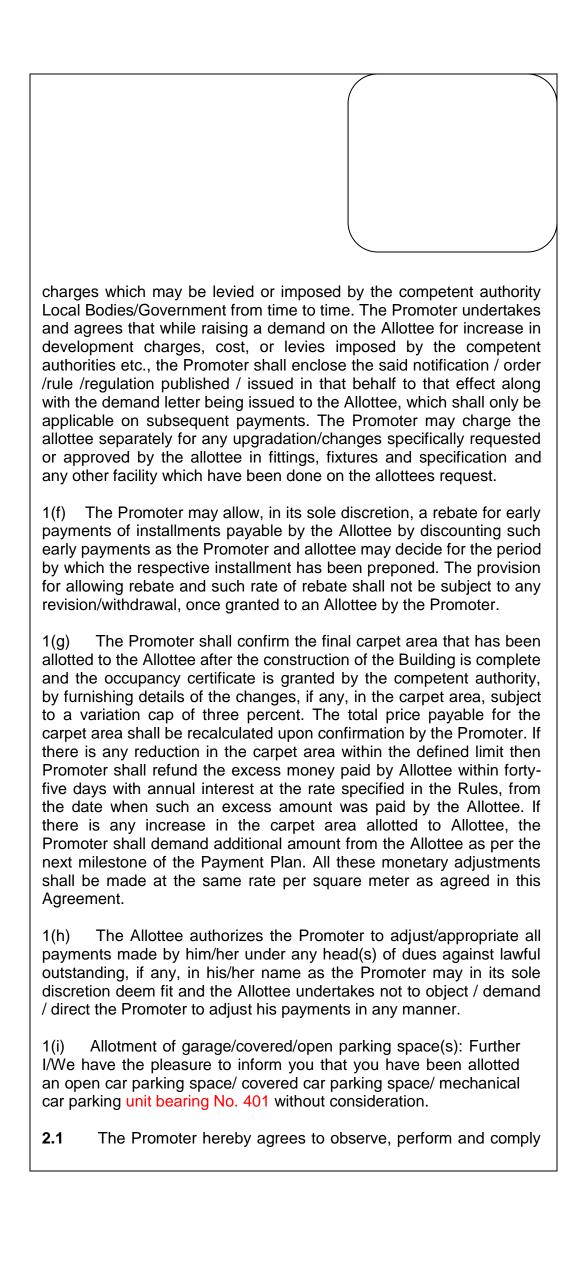
1. The Promoter shall initially construct the said building/s consisting of ground floor plus six upper Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.

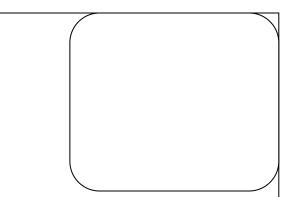
1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. 401 situated on Fourth Floor admeasuring 62.67 Square Meters Carpet Area + admeasuring 26.01 Square Meters Balcony Area Total Area 88.68 Square Meters for the consideration of Rs.29,15,000/- and 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 Schedule annexed herewith.

1(b) The total aggregate consideration amount for the apartment is Rs.29,15,000/- (Rupees Twenty Nine Lakh Fifteen Thousand only)

- **1(c)** The Allottees have paid on or before execution of this Agreement an amount of Rs.(In words Rs.towards the part consideration of the said apartment to the Promoters by cheque dated drawn on HDFC Bank, Thatte Nagar branch, Rs.only) towards the part consideration of the said apartment to the Promoters by cheque No.dated drawn onThatte Nagar branch and hereby agrees to pay to the Promoters the balance amount of consideration of Lakh only) in the following manner by her own funds or from loan of banks / financial institutions:-
- i. Amount of Rs.only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs..... Thousand only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.







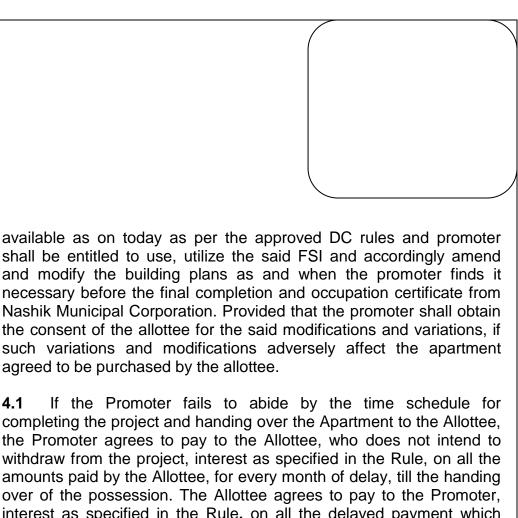
with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter 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.

Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, payable under this agreement to the promoters.

Howsoever for the purpose of defect liability towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase/ wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

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 Apartment to the allottee and common areas to association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 390.00 Square Meters as basic FSI and Promoter has utilized additional Floor Space Index 77.00. Square Meters by availing of TDR and thus the promoter is entitled to utilize Total FSI 467.00 Square Meters as per the Development Control Regulation. Apart from the TDR and premium FSI used by the promoter, additional FSI on the project land may be

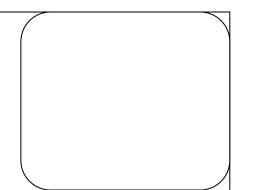


over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 Purchasers 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers (subject to adjustment and recovery of 10% of the total consideration amount as forfeiture charges and as predetermined liquidated damages and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement or any other amount which may be payable to Promoter) without any interest thereon within



a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

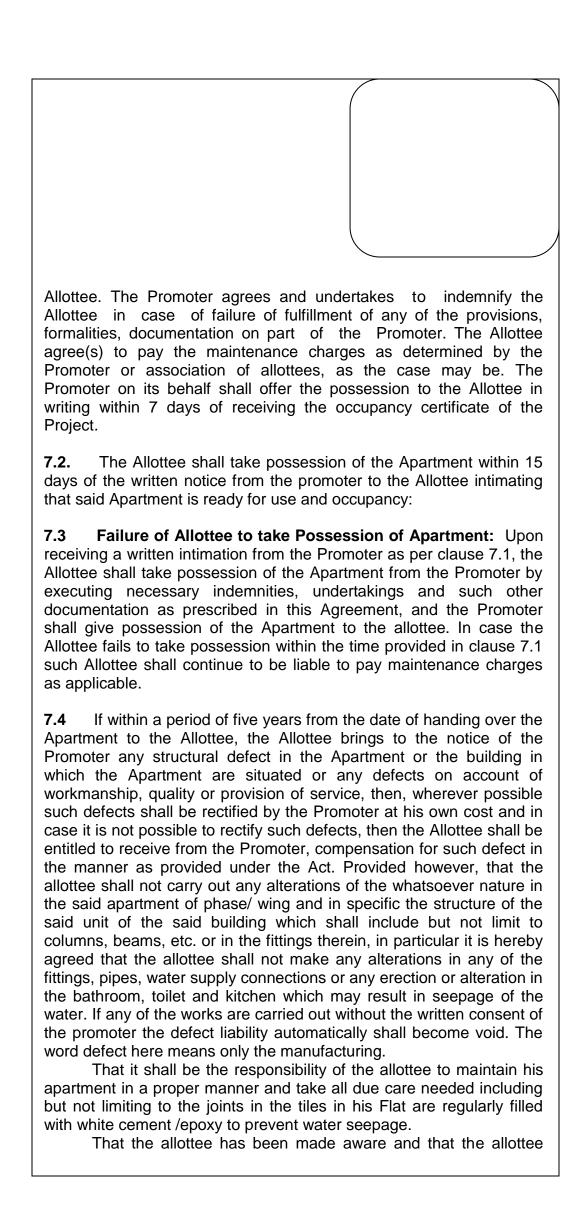
5. The amenities like lift, flooring, doors, windows, etc. provided to the apartment to be provided by the Promoter in the said building and the apartment as are set out in Annexure 'E', annexed hereto.

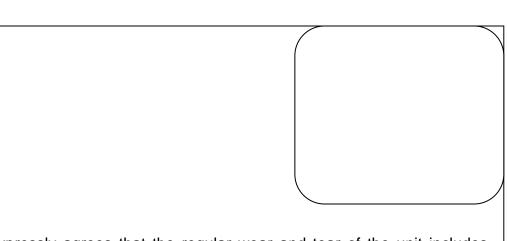
6. The Promoter shall give possession of the Apartment to the Allottee on or before 30/12/2024. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of -

i. War, Civil Commotion or act of God.
ii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the allotment within 30 days from that date. After any refund of the money paid by the Purchasers, Purchasers agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the





expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variations in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

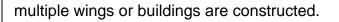
It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structures built of the unit and in the workmanship executed keeping in mind the 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Association 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 Association of Apartment Owners and for becoming a member, including the byelaws of the proposed association and duly fill in, 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 organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with



Within 15 days after notice in writing is given by the Promoter 9.2 to the Allottee that the Apartment 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 Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance / assignment of lease 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 Promoter to the Society or the Limited Company, as the case may be.

10. The above amount of consideration does not include the following expenses which the Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

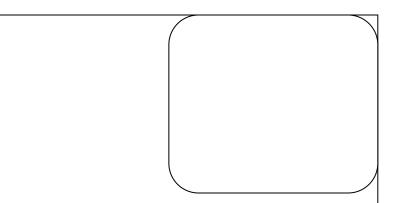
(i) Amount for share money, application entrance fee of the association.

(ii) Amount for formation and registration of the association.

(iii)Amount for proportionate share of taxes and other charges/levies in respect of the association.

(iv) An amount towards the proportionate expenses of installation charges for common water meter, and electric meter, individual electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges, etc. and common water meter connection charges shall be borne by the allottee.

11. The Allottee shall for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the said Apartment/Society and for preparing its rules, regulations and buylaws and the cost of preparing and engrossing the conveyance.



12. At the time of registration of conveyance of the building, the allottee shall pay to the promoter, the allottee share of stamp duty and registration charges payable, by the said society or apartment or limited company on such conveyance or any document or instrument of transfer in respect of the structure of the said building.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

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

i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

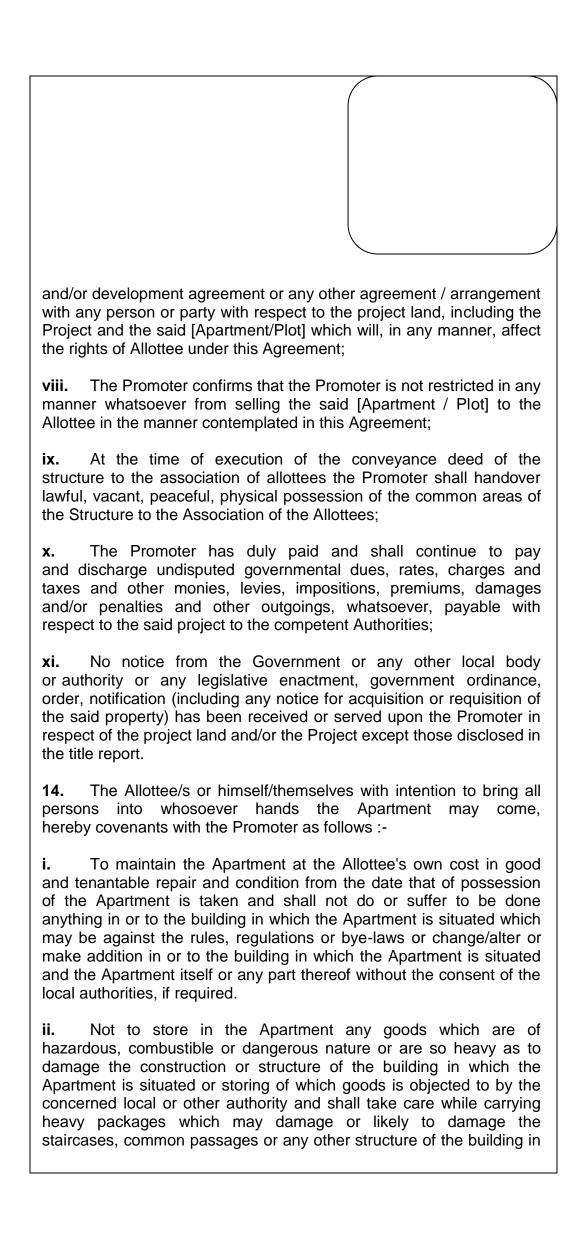
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

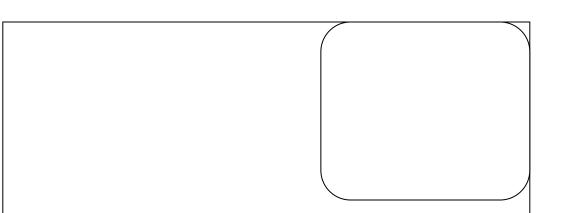
iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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. 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 has 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 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale





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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

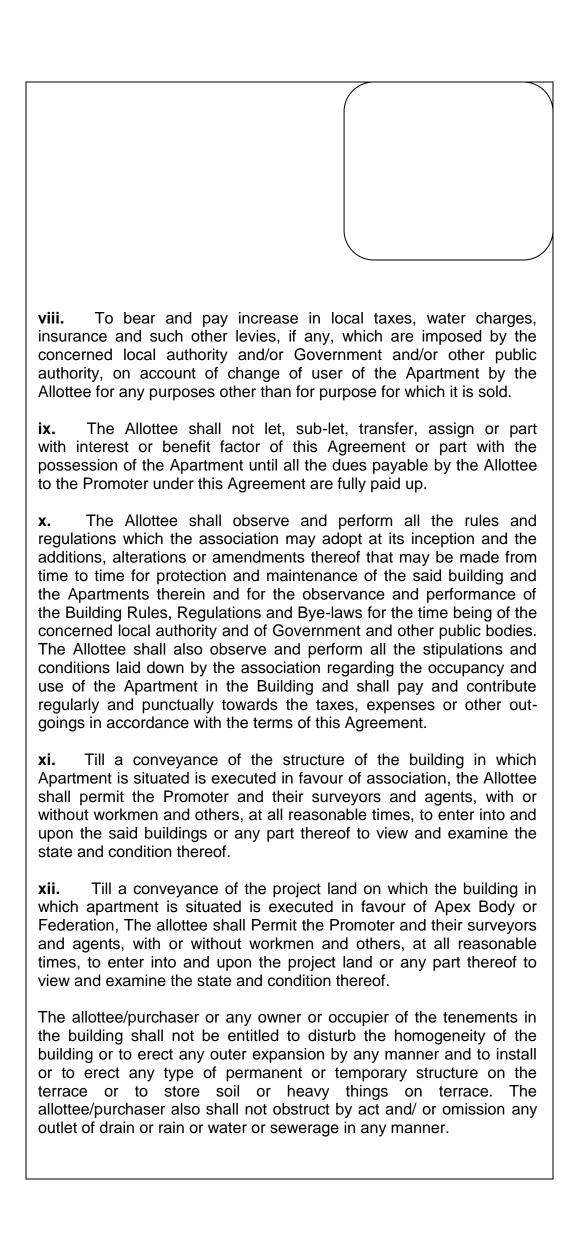
iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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

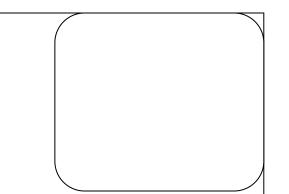
iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Society or the Limited Company.

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 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 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, his 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 is situated





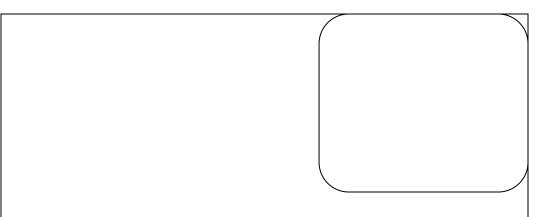
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the association towards the out goings, legal charges and shall utilize the amounts only for the purposes 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 and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him 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 association and until the project land is transferred to the association as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:- After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment.

BINDING EFFECT :- Forwarding this Agreement to the Allottee 18. by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the 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 and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes



any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

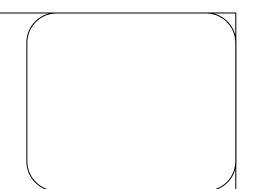
20. RIGHT TO AMEND: - This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / 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.

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 confirm 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 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 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 Nashik 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

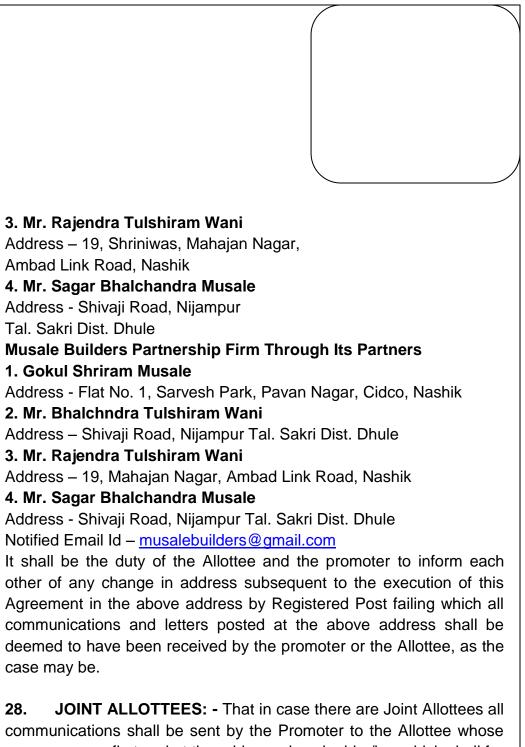
26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. 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 A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

PURCHASERS NAME & ADDRESS:-

1.Mr.Avinash Pralhad Bagul Age – 31, Occupation – Service Pan No. BBRPB 9400 N Adhar No. 3609 2014 8799 2.Nita Himmatrao Patil Age – 31, Occupation – Service Pan No. HBKPP 1529 R Adhar No. 7475 3959 5649 Both are R/O. Prabhu Dwar N-42/J-C-3/10/6, Raigad Chouk, Ahilya Holkar Putala Javal, Kamatwada Ambad, Nashik,

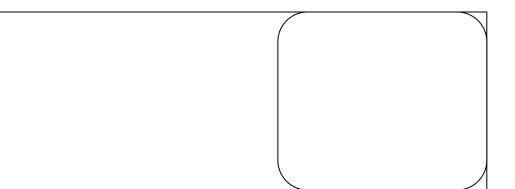
PROMOTERS NAME & ADDRESS:-Vendors:1. Gokul Shriram Musale
Address - Flat No. 1, Sarvesh Park,
Pavan Nagar, Cidco, Nashik
2. Mr. Bhalchndra Tulshiram Wani
Address – Shivaji Road, Nijampur
Tal. Sakri Dist. Dhule



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 Allottees.

29. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement and GST shall be borne by the promoter. The charges towards MSEB meter, Water Meter and connection charges, legal charges Such as Advocate Fees and other expenses shall be borne by the Allottees.

30. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.



31. GOVERNING LAW: - That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the **Nashik** courts will have the jurisdiction for this Agreement.

32. It is agreed by and between the Parties that, the Allottee should pay RS. 1,11,500/- (IN WORDS RUPEES ONE LAKH ELEVEN THOUSAND FIVE HUNDRED ONLY) for the Long Term Maintenance of the said Building. The said Promoter shall open one Fixed Deposit Bank Account in any Bank in the name of "TULSHIBAG PRIDE APARTMENT" and deposit the amount for the Long Term Maintenance in that account. All the Members of the said Building should pay all the Mainenance Charges and Other Expenses of the Building from the Interest Amount received from that Fixed Deposit Account. And, in future, if all the Members of the said Building feels that the amount deposited in the Bank is feeling short or inappropriate for meeting all the expenditures of the Building, then they can discuss among themselves and collect Additional/Extra Maintenance Amount from all the Members of the Building. Thereafter, all the Members shall deposit all that Additional/Extra Maintenance Amount in that Fixed Deposit Bank Account and should pay all the Mainenance Charges and Other Expenses of the Building from the Interest Amount received from that Fixed Deposit Account.

SCHEDULE – I (DESCRIPTION OF THE LAND / PLOT)

All that piece and parcel of Non Agriculture land, bearing Survey No. 35/1/2 having its area admeasuring 390.00 Square Meters situated Plot No. 1 at revenue village Kamatwada, Tal and District Nashik within the local limits of Nashik Municipal Corporation of Nashik & registration and sub registration District of Nashik, as bounded as per approved Layout plan, which bounded as follows :-

On or towards East	: -	Survey No. 40
On or towards West	:-	Plot No. 2
On or towards South	: -	Part of Plot No. 35
On or towards North	: -	15.Mtr Road

SCHEDULE – II

(DESCRIPTION OF THE APARTMENT / UNIT) (Agreed to be transferred)

All that piece and parcel of residential Unit/Apartment bearing **401** situated on Fourth Floor admeasuring **62.67 Square Meters Carpet Area +** admeasuring **26.01 Square Meters Balcony Area** Total Area **88.68 Square Meters** situated at Fourth Floor of the building / project known as "**Tulshibag Pride**" constructed on landed property which is more particularly described in Schedule I hereinabove, along with absolute and exclusive right to use, utilize and enjoy common areas of the project & the said flat / Unit as bounded as per approved building plan, which is bounded as follows:

BOUNDARIES OF THE SAID FLAT

EAST	Open to Sky
WEST	Open to Sky
SOUTH	Stairs, Lift, and Flat No.402
NORTH	Open to Sky

SCHEDULE- III COMMON AREAS AND FACILITIES:

a. The Overhead terrace

b. The staircase available to the building.

c. The overhead water Tank constructed on the top of Tulshibag Pride Apartment.

d. The underground water Tank with the electrical motor fittings and plumbing system thereof in the Tulshibag Pride Apartment and Municipal water connection.

e. Plumbing network throughout the said Tulshibag Pride Apartment.

f. Electric wiring at all the common spaces up to the entrance of each family unit along with main electric supply up to meter box.

g. Compound wall with gates.

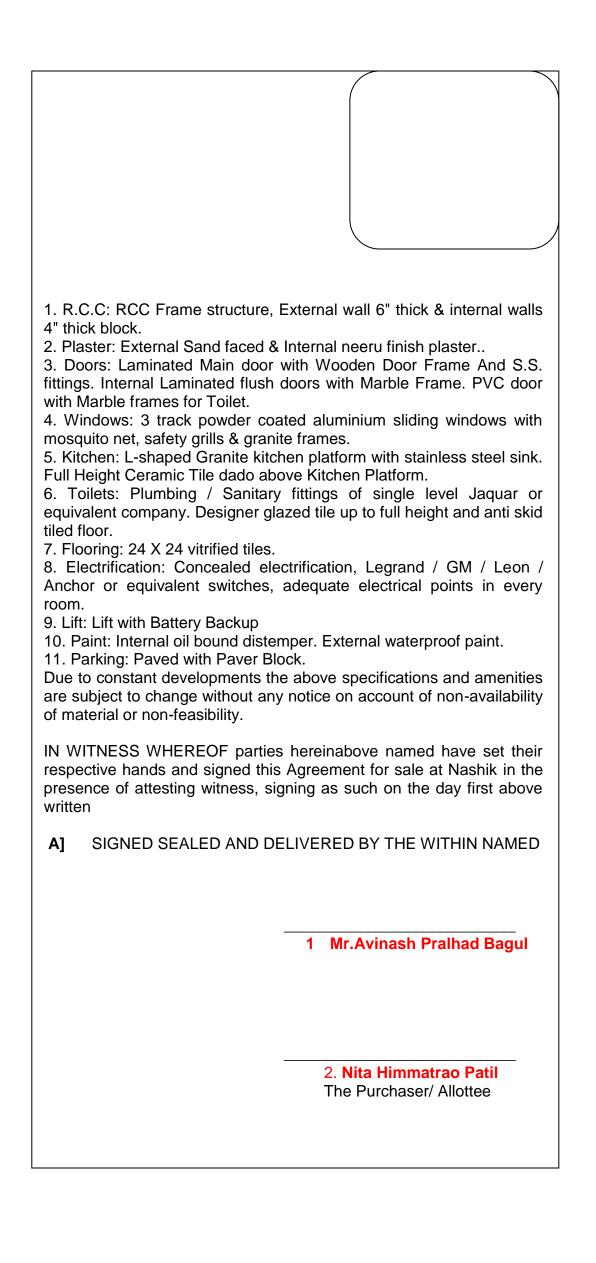
h. Foundation columns and roofs along with all common walls

i. Bore well with electric pump.

j. Lifts with Battery Backup With Solar Electric

k. Common electric meter for elevator, lights of staircase, lobby etc. if any

SCHEDULE- IV {Annexure – E}



B] SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
1. Gokul Shriram Musale The Vendors
2. Mr. Bhalchandra Tulshiram Wani The Vendors
3. Mr. Rajendra Tulshiram Wani The Vendors
4. Mr. Sagar Bhalchandra Musale The Vendors

	Ms. Musale Builders Partnership Firm Through Partner 1. Gokul Shriram Musale The Builders/ Developers
	2. Mr. Bhalchandra Tulshiram Wani The Builders/ Developers
	3. Mr. Rajendra Tulshiram Wani
	The Builders/ Developers
In the presence of Witness	4. Mr. Sagar Bhalchandra Musale The Builders/ Developers
1. 2.	