

Royal Residency Flat no. G - 102 " A " Wing	
Zone No.	2.2
Government Valuation Per Sq. Mtr	36900
Area in Sq. Mtr (carpet)	64.18
Total Government Valuation	29,10,000/-
Consideration	30,00,000/-
Stamp duty + LBT	1,80,000/-
Registration Fee	30,000/-

II Shree Sai II

Agreement to Sell

This Agreement to sell is made and executed on ----- day of September in Christian year Two Thousand Twenty-Three, at Nashik

Between

M/s Sadguru Associates (A Partnership firm)
Pan No. ACUFS0650E

Reg. Office at: 303, Indu Heights, Vidhate Nagar, Hirawadi Road, Old Adgaon Naka, Panchavati Nashik - 422003

Through its partner

- 1) **Mr. Nitin Harikrishana Purohit**
Age - 58 years Occ - Partner/Business
Pan No. : AACPP0631J
Aadhaar Card No. : 7258 8955 2477
R/o : Flat no. D-9, Philreena Co-operative Housing Society, Shankar Lane Extension Road, Tank Lane, Orlem, Malad West, Mumbai - 400 064
- 2) **Mr. Mishank Balvant Khorasia**
Age - 32 years Occ - Partner/Business
Pan No. : BDJPK6512L
Aadhaar Card No. : 8208 1067 2394
R/o : Rajshree Bungalow No. 3, Royal Complex, Eksar Road, Near Jain Temple, Borivalli (West), Mumbai - 400 092
- 3) **Mr. Sunil Thakershibhai Tank**
Age - 38 years Occ - Partner/Business
Pan No. ACUPT9083G
Aadhaar Card No. : 9108 0914 3216
- 4) **Mrs. Jyoti Sunil Tank**
Age - 38 years Occ - Partner/Business
Pan No. ALKPT4027D
Aadhaar Card No. : 4682 3197 1873

No. 3 and 4 R/o : Flat no. 603, Kanha Building, C- Wing, Samraat's Vrindavan, Om Nagar, New Adgaon Naka, Panchavati, Nashik - 422 003

No. 3, Mr. Sunil Thakershibhai Tank for self and as G. P. A. Holder for 1, 2 and 4

Hereinafter referred to as THE VENDOR (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all the partners, their, heirs, executors, attorney administrators, representatives and assigns) of the ONE PART.

And

1. **Mr. Babasaheb Kondiram Golvad** Age: 46 years, Occ. Service **Pan No.** ACNPG6588J, **Aadhaar Card No.** 3640 3823 5918
2. **Mrs. Archana Babasaheb Golvad** Age : 40 years, Occ. **Housewife** **Pan No.** BUSPG3105K; Aadhaar Card No. 2523 7059 3317

Both R/o. A 13 Sakar Row House, Swami Samarth Nagar, Behind Jatra Hotel, Nashik, Maharashtra- 422003

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

Whereas

1. And whereas the property mentioned in Schedule I falls within the residential Zone of the Development Plan of Nashik and the tenure of the said property is freehold and marketable.
2. The previous vendor/land owner Kapil Builders and Developers (a partnership Firm) Reg. Office at: 13, First Floor, Dream House, Datta Mandir Road, Nashik Road, Nashik - 422101, Through its partner, Mr. Vallabhji Bhanji Thakkar purchased the said property from Shri. Pandharinath Dattu Labhade through G.P.A holder and developer M/s. Vaishali Developers, a partnership firm through its partners Shri. Suresh Wamanrao Gaikwad, in consent with M/s. Vaishali Developers, a partnership firm through its partners Shri. Suresh Wamanrao Gaikwad by registered sale deed dated 24/11/2010 which is registered in the office of Sub-registrar, Nashik - 2 at serial no. 12968 dated 24/11/2010.
3. Whereas now The present Vendor M/s Sadguru Associates (A Partnership firm) (Hereinafter referred to as the Plot Owner) is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of Non-Agricultural plot of land bearing Plot No. 27 admeasuring 547.22 Sq. Mtrs., Plot No. 28 admeasuring 551.28 Sq. Mtrs., Plot No. 29 admeasuring 555.34 Sq. Mtrs total area admeasuring 1653.84 Sq. Mtrs. as per revenue records out of S. No. 770/2 + 459 situated lying and being at Village Adgaon, Taluka Nashik, District Nashik, within the limits of Nashik Municipal Corporation, Nashik (more particularly described in the schedule - 1 hereunder written and hereinafter referred to as the said property for the sake of brevity). The Vendor has purchased the said plots from Kapil Builders and Developers (a partnership Firm) Reg. Office at: 13, First Floor, Dream House, Datta Mandir Road, Nashik Road, Nashik - 422101, through its partner, Mr. Vallabhji Bhanji Thakkar by registered sale deed. This Sale Deed is registered in the office of sub registrar, Nashik - 7 at serial no. 4512

dated 25/09/2018 and the name of the Vendor is mutated in the revenue record by mutation entry no. 22402

4. The Survey No. 770(P) was an agricultural land, which was later converted to non-agricultural use vide order of the hon'ble Collector, Nashik bearing no. Maha / Kaksh -3/ Bin. She. Pra. Kra./4/25/2005 Nashik dated 23/02/2005.
5. The Survey No. 459 was an agricultural land, which was later converted to non-agricultural use vide order of the hon'ble Collector, Nashik bearing no. Maha / Kaksh -3/4/ Bin. She. Pra. Kra./76/2010 Nashik dated 19/04/2010.
6. The layout is finally approved on S. No. 770/1(P)+459 by Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik by letter bearing no. Ja. Na./Nagarrachana Vibhag/Antim/Panch/ 17 dated 18/05/2010, later this layout was modified by the Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik and letter of final approval bearing no. Ja. Na./Nagarrachana Vibhag/Antim/Panch/63 dated 21/09/2010 was issued.
7. And whereas the vendor, purchased TDR admeasuring 328.25 Sq. Mtrs from certificate bearing no. 819 dated 14/03/2019 from Shri. Rambhau Eknath Nyaharkar, Sau. Sungandha Rambhau Nyaharkar, Shri. Ravindra Rambhau Nyaharkar, Sau. Kavita Ravindra Nyaharkar, Shri. Kishore Rambhau Nyaharkar and Sau. Archana Kishore Nyaharkar. This TDR Sale Deed is registered in the office of sub-registrar, Nashik - 4, at serial no. 4160 dated 16/05/2019.
8. The vendor declares that, the said property is free from encumbrances and charges and that the original owners have clear and marketable title to the said property and that the vendor & the consenting party have not subjected the same to any charge and encumbrance.
9. And Whereas The purchaser has prior to execution of this agreement, satisfied himself about the title of the owners to the said land and property more particularly described in the Schedule I & II written hereunder and has accepted the same as per the certificate of title issued by Adv Sunu B. Varghese on 07/03/2020.
10. And whereas the promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
11. And whereas the promoter has appointed a structural Engineer for the preparing of the Structural Design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings
12. And whereas The Vendor amalgamated the plots and prepared the building plan using TDR admeasuring 648.26 Sq Mtrs from

certificate bearing no. 819 dated 14/03/2019, which is duly sanctioned by the Nashik Municipal Corporation, Nashik under commencement certificate bearing no. **LND/BP/Adgaon/DCR/1674/2019 dated 20/09/2019.**

13. And whereas by virtue of the sale deed the promoter have sole and exclusive right to sell the apartment in the said building/s to be constructed by the promoter on the project land and to enter into Agreement/s with the allottee /s of the Apartments to receive the sale consideration in respect thereof;
14. And whereas on demand from the allottee, the promoter has 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 Ar. Kishor Jaysingrao Shinde 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;
15. And whereas the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the promoter, authenticated copies of Property Card or extract of Village Form no VI and VII and XII or any other relevant revenue records showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.
16. And whereas the authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**
17. And whereas the authenticated copies of the plans of the layout as proposed by the promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**
18. And whereas the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approval by the local authority have been annexed and marked as **Annexure D**
19. And whereas the Promoter has got the approvals from the concerned local authority of Nashik Municipal Corporation, Nashik, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time so as to obtain building Completion Certificate or Occupancy Certificate of the said building.
20. And whereas while sanctioning the said plans concerned local authority and /or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of

the said building/s shall be granted by the concerned Planning authority of Nashik Municipal corporation, Nashik.

21. And whereas the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanction/proposed plans.
22. And whereas the Allottee has applied to the promoter for allotment of an Apartment no. **G-102 from "A" wing** situated on **Ground** floor in the building know as "**Royal Residency**" being constructed on the said project land.
23. And whereas the carpet area of the said Apartment is **64.18** Square Meters and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition wall of the apartment.
24. 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 the agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
25. And whereas the promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority At **NASHIK** no. **P51600023280**
26. And whereas, prior to the execution of these presents the Allottee has paid to the Promoter a Sum of **Rs. 51,000/-**(Rupees **Fifty One Thousand ONLY**) 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 both hereby admit and acknowledge) and the Allottee has agreed to pay to the promoter the balance of sale consideration in the manner hereinafter appearing.
27. 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
28. 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.

Now there for, This Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:-

1. The Promoter shall construct the said building/s consisting of **Stilt** and **four** upper floors on the project land in accordance with the plans, designs and specifications as approved by the Town Planning, Nashik Municipal Corporation, Nashik, from time to time.

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

- i) The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee Apartment no. **G- 102 "A" Wing** having carpet area admeasuring **64.18** Sq. Mtrs on **Ground** floor in the building know as "**Royal Residency**" (hereby referred to as the " the Apartment") as shown in the floor plan, thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of **Rs. 30,00,000/-** (Rupees **Thirty Lakh ONLY**) including Rs. 3,00,000/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell the Allottee Apartment bearing Nos. **G - 102 "A" Wing** situated at **Ground** floor being constructed on the project land for the consideration of **Rs. 30,00,000/-**
- iii) The Allottee has paid on or before execution of this agreement a sum of **Rs. 51,000/- (Rupees Fifty One Thousand only)** as advance payment or application fee in the following manner

Date	Cheque No/UTR Number	Name of the Bank	Amount
29/07/2023	PHONEPE/UPI	-	51,000/-
Total Amount Received			51,000/-
Total Amount Due			29,49,000/-

- iv) The Allottee hereby agrees to pay to that Promoter the balance amount of **Rs. 29,49,000/- (Rupees Twenty Nine Lakh Forty Nine Thousand only)** in according to the development stage of construction achieved or as demanded
- v) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of any carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Plot.
- vi) The Total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for

increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued to the Allottee, which shall only be applicable or subsequent payments.

- vii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1 (a) of this Agreement.
- viii) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2. Period

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 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/Plot) to the Allottee and the common areas to the association of the Allottee 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 obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (iii) 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 2950.37 sq. meters only and Promoter has planned to **utilize Floor Space Index of 2777.11 Sq. Mtrs as per sanctioned plan** 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

4 **Compensation for non compliance**

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

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

5 The Fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure E annexed hereto.

6 The Promoter shall give possession of the Apartment to the Allottee/s on or before **IMMEDIATE**, provided the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and, no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent

Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoter, has/have disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the Nashik Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is/are unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment along with interest at the rate of 12% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the Said Apartment and/or Said Building or Project Land in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the Said Apartment to any person or party as the Promoter may desire.

- 7 At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoter the Allottee/s share of stamp duty and registration charges payable, if any, by such Organization on the conveyance or any document or Instrument of transfer in respect of the Building, to be executed in favour of such Organization.

Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Apartment of the said property more particularly described **in the Second Schedule** hereunder written.

8 **Possession**

- 8.1 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority and all the payments made by the Allottee to the promoter, as per this agreement shall offer in writing the possession of Apartment, to the Allottee in terms of this Agreement to be taken within 1 (One) month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in

writing within 7 days of receiving the occupancy certificate of the Project.

8.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the allottee intimating that the said Apartment are ready for use and occupancy;

8.3 **Failure of Allottee to take Possession of Apartment**

upon receiving a written intimation from the Promoter the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in this agreement such Allottee shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by the competent authority, as applicable.

8.4 It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Project Land and the Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the Project Land and the Said Building including those mentioned in the **Fifth Schedule** hereunder written and until the management of said Building is transferred to the Organization of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.

8.5 If within a period of Five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. However, it is specifically agreed by and between the Promoter and the Allottee/s that, if the Allottee/s does any alterations and/or causes damage to the waterproofing in the Apartment, the Promoter shall not be liable for any defect liability.

9 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and he shall use the garage or parking space only for the purpose of keeping or parking vehicle.

- 10 The Promoter shall always have a right to get the benefit of additional F.S.I., Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said property from Nashik Municipal Corporation (“NMC”), amend Layout and also to put up additional structures / buildings as may be permitted by the Nashik Municipal Corporation and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.
- 11 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and provide to the Promoter, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 11.1 The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.
 - 11.2 The Promoter shall, within three months of issuance of Occupation Certificate of the said Building, and the Promoter receiving full and final payment from the Allottee/s due and pending of Fifty One percent of the total Apartment in the said Building to the Promoter, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building in which the said Apartment is situated, subject to the Promoter rights to dispose of the remaining Apartment, if any.
 - 11.3 The Promoter shall, within three months of receiving Occupation Certificate and registration of the Association of Apartment Owners or Society, as aforesaid, and/or after the Land covered by the layout is fully developed, whichever is later, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner / Promoter in the Layout Plot on a portion of which the said Building is constructed.
 - 11.4 Within 15 days after notice in writing is given by the Promoter 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 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 of Rs. 1000/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter the Association / Society of Allottee/s is formed.

12 The Allottee shall on or before delivery of Possession of the said premises keep deposited with the Promoter, the following amounts: -

- i) Rs. 15000/- for formation and registration of the Society /Association of apartment owners and incidental charges.
- ii) Rs. 10,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body
- iii) Rs. 45000/- towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.
- iv) Rs. 15000/- towards Documentation charges
- v) Rs. 5000/- provisional amount towards the deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.

The amount towards provisional outgoings, as contained in sub clause (iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting there from of arrears of taxes and expenses, as contained in hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

The aforesaid amounts mentioned in sub-clause (i), (ii), (iii), (v), (vi), & (vii) shall be utilized by the Promoter to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. NIL /- to the Promoter to meet the future maintenance of Internal Layout Roads, Recreation Areas, and Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities, which the Promoter is providing in Dev Residency. It is clarified that the said amount of Rs. NIL/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s of Apartment but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s

shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoter and the Promoter will endeavor in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoter shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

13 The Allottee shall pay to the Promoter a sum of **Rs. 25000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocate of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14 At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

15 **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; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and

Shall obtain requisite approvals from time to time to complete the development of the project;

- iii) There are no encumbrances upon the Project Land or the Project except mortgage created as disclosed in the Title Report and in the Declaration in Form "B" uploaded on the website of RERA Authority.;
- 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 , 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 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 Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the Title Report.

- 16 The Allottee/s or himself/themselves with intension to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows;
- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if a 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii) Not to encroach upon external and/or internal ducts/void areas attached to the Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units installed in the Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.
 - iv) 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 or 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 provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - v) 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 column, 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.

- vi) 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.
- 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.
- viii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C., in R.C.C. slabs or any structural members. The Promoter have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevation, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Building, which may lead to serious implications not only to the Said Apartment but to the entire Building. The Promoter have also informed to the Allottee/s that any such act on the part of the Allottee/s, is also criminally liable/ punishable under the relevant provisions of law.
- ix) 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.
- x) To bear and pay increase in local taxes, water charges, insurances 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 Allottee for any purposes other than for purpose for which it is sold.
- xi) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xii) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or

Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottees shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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.

- xiii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xiv) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex body or Federation, the Allottee shall permit the Promoter and their Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof
- 17 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 Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 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 Apartments or of the said Plot and Building or any part thereof.
- 19 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 Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
- 20 **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
- 21 **Binding Effect**

Forwarding this Agreement to the Allottee 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 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 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.

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 supersedes any and all understanding, 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.

23 **Right to Amend**

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

24 **Provisions of this agreement applicable to allottee/subsequent allottee**

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 Allottee has to make any payment, in common with the 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.

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 therein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28 **Place of Execution**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter'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 the Sub Registrar, Hence this Agreement shall be deemed to have been executed at Nashik, Maharashtra

29 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 7 days from the date of execution and the Promoter will attend such office and admit execution thereof

30 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 :

Name of Allottee : **Mr. Babasaheb kondiram Golvad
Mrs. Archana Babasaheb Golvad**

Address of Allottee : A 13 Sakar Row House, Swami Samarth Nagar,
Back Jatra Hotel, Nashik, Maharashtra- 422003

email Id/Mobile : 8390538748

Name of Promoter : **M/s Sadguru Associates (A Partnership firm)**
Through its partner and Power of Attorney holder
Mr. Sunil Thakershibhai Tank

Address of Promoter: Reg. Office at: 303, Indu Heights, Vidhate Nagar,
Hirawadi Road, Old Adgaon Naka, Panchavati
Nashik - 422003,

Site Office : Royal Residency, Dutta Nagar, Plot No.
27+28+29, S. No. 770/2 + 459 Adgaon, Nashik,
Taluka and District Nashik

Notified Email ID of Promoter: **mishank20@gmail.com**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of This agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be

31 Joint Allottee

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

32 Stamp Duty and Registration and GST: The charges towards GST, stamp duty and Registration of this Agreement shall be borne by the Vendor alone.

33 Dispute Resolution: All disputes between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority have jurisdiction 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 courts in Nashik will have jurisdiction for this Agreement.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

All that piece and parcel Plot No. 27 admeasuring 547.22 Sq. Mtrs., Plot No. 28 admeasuring 551.28 Sq. Mtrs., Plot No. 29 admeasuring 555.34 Sq. Mtrs total area admeasuring 1653.84 Sq. Mtrs. as per revenue records out of S. No. 770/2 + 459 situated lying and being at Village Adgaon, Nashik, Taluka and District. Nashik within the territorial limits of Nashik Municipal Corporation, Nashik and within the limits of the registration District and Sub-District, Nashik, expressly described hereunder along with all easement rights, way to access and common spaces and amenities from the finally approved layout etc and bounded by as follows

East	: -	9 Mtrs. Colony Road (as per approved layout)
West	: -	7.5 Mtrs Colony Road
North	: -	Plot no. 30
South	: -	Plot no. 26

Second Schedule above referred to

The Schedule Above Referred to (Description of Apartment)

On the aforesaid property a building named as "**Royal Residency**" is being constructed, out of the said building the premises of **Flat No. G - 102 (One Zero Two) "A" Wing, admeasuring 64.18 Sq. Mtrs. (Carpet)** along with balcony area of 7.51 Sq. Mtrs, situated on the **Ground** Floor and bounded by as follows;

On or towards East	:	Marginal Space
On or towards West	:	Parking
On or towards North	:	Marginal Space
On or towards South	:	A-G - 101

Third Schedule above referred to

Here set out the nature, extent and description of common areas and facilities

1. The staircases, lifts, lift lobby, common entrance and exits of building
2. Common terraces, open parking areas and common storage spaces.
3. Installations of central services such as electricity, water, sanitation etc.
4. The water tanks, motors, ducts and all apparatus connected with installations for common use;
5. External wall 6 inch & internal wall 4 inch brick work for residential unit
6. Inner side of building will be Neru finish cement plaster & outer side double coated cement sponge plaster
7. 24" X 24" flooring tiles in all rooms
8. Electrical fitting concealed type with quality switches
9. Three tracks Powder coated Windows with mosquito net.
10. Kitchen Platform with Stainless sinks.
11. Spacious parking with checkered tiles
12. Concealed Plumbing with standard fittings
13. Glazed tiles fitted in the WC till 4' height and Bathroom till 7'
14. Flush doors with standard fittings

In witness whereof parties' hereinabove named have set their respective hands and signed this Agreement to Sell at Nashik in presence of attesting witness, signing as such on the day first above written.

Signed and Delivered by the within-named
Allottee

Mr. Babasaheb kondiram Golvad _____

Mrs. Archana Babasaheb Golvad _____

Signed and Delivered by the within-named
Promoter/Developer/Owner

M/s Sadguru Associates (A Partnership firm)

Through its partner

1. Mr. Nitin Harikrishana Purohit,
2. Mishank Balvant Khorasia,
3. Mr. Sunil Thakershibhai Tank,
4. Mrs. Jyoti Sunil Tank

**No. 3, Mr. Sunil Thakershibhai Tank
for self and as G.P.A holder for 1,2 & 4** _____

Witness

1. _____

2. _____

Title Certificate

This is to certify that the Plot no. 27 admeasuring 547.22 Sq. Mtrs, Plot no. 28 admeasuring 551.28 Sq. Mtrs, Plot no. 29 admeasuring 555.34 Sq. Mtrs, total admeasuring 1653.84 Sq. Mtrs. out of Survey no. 770/2 + 459; situated, lying and being at Village **Adgaon**, within the limits of Nashik Municipal Corporation, Nashik is title clear, marketable and without any encumbrance

Place: Nashik Dated : 7th March 2020

Signed
Sunu Baby Varghese (Advocate)
Nashik
Signature of Attorney at Law