

Zone No.	:	1.2.19
Flat No.	:	103
Carpet area of Flat	:	59.72 Sq.Mtrs.
Open Balcony	:	3.32 Sq.Mtrs.
Flat Rate	:	Rs. 38,700/- per Sq.Mtrs.
Balcony Rate	:	Rs. 15,480/- per Sq.Mtrs.
Market / Govt. Value	:	Rs. 25,93,000/-
Consideration	:	Rs. 31,00,000/-
6% Stamp	:	Rs. 1,86,000/-
Registration fees	:	Rs. 30,000/-

## AGREEMENT FOR SALE

This Agreement for Sale is made and executed on this \_\_\_\_<sup>th</sup> Day of November 2023 at Nashik.

### BETWEEN

**M/S. GREEN LIFE DEVELOPERS,**

A Partnership Firm,

PAN – AAPFG9650F

Add: Shop No. 6, Mathura Towers,

Opp. Hotel Sai Muskan, Mumbai-Agra Road,

Near Wadala Naka, Nasik – 422 011

Through it's Partner -

**MR. TAUFIQUE ABDUL RAZZAK SHAIKH,**

Age. : 42 Years, Occ.: Business,

PAN – AXWPS0960J

Aadhaar No. 9963 5292 9836

R/o. Al-Jamal Bungalow, Opp. Sahil Lawns,

Hirve Nagar, Wadala Road, Nasik – 422 011

Hereinafter referred to as the “Promoters” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successor-in-interest, executors, administrators and permitted assignees) of the One Part.

### AND.....

**1. MR. SHABBIR AMEER TAMBOLI,**

Age : 51 years, Occ. : Business,

PAN – AHGPT 2200 G

Aadhaar No. 7464 2623 9768

**2. MR. DANISH SHABBIR TAMBOLI,**

Age : 24 years, Occ. : Business,

PAN – BNGPT 9147 M

Aadhaar No. 8323 0770 9691

Both R/o. House No. 1339, Khadkali,

Maaji Saheba Darga, Near Fule Market,

Old Nashik, Nashik – 422 001

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Hereinafter called the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the Other Part.

The Promoters and Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS, the Promoters are the absolute and lawful owners of properties, bearing of Survey No. 501/2 to 15/1/1/B/501/2 to 15/1/1/29/Plot No. 3, having Final Plot No. 25 as per T.P. Scheme No. II, situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik.

AND WHEREAS the property i.e. Survey No. 501/1/1, area admeasuring 432.00 Sq.Mtrs. alongwith constructed house was purchased by Mr. Pundalik Ganpat Hirwe, Mr. Parshuram Ganpat Hirwe, Mr. Namdeo Ganpat Hirwe and Ravikant Eknath Hirwe from Mr. Ramchandra Tulsiram Hirwe and others as per sale deed dated 10/04/1989 and the said sale deed is registered in the office of Sub – Registrar Nashik at Sr. No. 2022/1989 and accordingly their names have been entered into the record of rights, as per Mutation Entry No. 26149.

Meanwhile Pundlik Ganpat Hirve died on 16/02/1996 and names of his legal heirs were entered into record vide M. E. No. 38884. Narendra alias Ravikant Eknath Hirve died on 24/09/2001 and names of his legal heirs were entered into record vide M. E. No. 92821. Vijay Pundlik Hirve died on 27/10/2014 and names of his legal heirs were entered into record vide M. E. No. 95641 and Namdeo Ganpat Hirve died and names of his legal heirs were entered into record vide M. E. No. 99574.

AND WHEREAS, Shri. Parshuram Ganpat Hirve and other have made an application for non agriculture use permission of area admeasuring 432.00 Sq.Mtrs. out of S.No. 501/2 to 15/1/1 totally admeasuring 4634.55 Sq.Mtrs. and Collector , Nashik has issued No Objection Certificate for the same as per Letter No. Mah./Kaksha 3/4/Na.Ha.Da.Pra.Kra. 09/2015, dated 20/05/2016.

AND WHEREAS, Commencement Certificate has been granted by Nashik Municipal Corporation, Nashik as per Letter No. LND/BP/A1/331 /4264, dated 21/10/2016 for area admeasuring 432.00 Sq.Mtrs. out of S.No. 501/2 to 15/1/1.

AND WHEREAS Umakant Pundalik Hirve and others have taken NOC for non agriculture use from Collector, Nashik, dated 20/05/2016 alongwith Sanad from Tahasildar, Nashik, bearing No. Jama 1 / Reg. No. 118 / 2016, dated 24/11/2016, building plan has been approved by NMC, Nashik as per Commencement Certificate, dated 21/10/2016 for area

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admeasuring 432.00 Sq.Mtrs. accordingly land S.No. 501/2 to 15/1/1, totally admeasuring 4634.55 Sq.Mtrs. has been divided in two parts i.e. S.No. 501/2 to 15/1/1, admeasuring 4202.55 Sq.Mtrs. shown in the names of Ramchandra Tulshiram Hirve and others, while land S.No. 501/2 to 15/1/1B, admeasuring 432.00 Sq.Mtrs. shown in the names of Parshuram Ganpat Hirve and others.

AND WHEREAS the property i.e. Survey No. 501/2 to 15/1/1/B, area admeasuring 432.00 Sq.Mtrs. was purchased by the Promoters i.e. M/s. Green Life Developers, Through it's Partner - Mr. Taufique Abdul Razzak Shaikh and Mr. Nitin Prabhakar Natu from Mr. Parshuram Ganpat Hirve and others by Sale Deed, dated 02/06/2017 and the said Sale Deed is registered in the office of Sub – Registrar, Nashik – 1 at Sr. No. 3813/2017 and accordingly names or Promoters have been entered into the record of rights, as per Mutation Entry No. 400664

AND WHEREAS the property i.e. Plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3 purchased by Mohammed Ismail Ibrahim Rangrej from Mr. Laxman Tulshiram Hirve and others as per Sale Deed, dated 27<sup>th</sup> June 1983, accordingly separate hissa of the same has been prepared and shown in the name of purchaser Mohammed Ismail Ibrahim Rangrej.

AND WHEREAS the property i.e. Plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3 purchased by Hajjan Fatimabi Chaganbhai Mansuri from Mohammed Ismail Ibrahim Rangrej by Sale Deed on 07/11/1984 and the said Sale Deed is duly registered in the office of Sub-Registrar, Nashik – 1 at Sr. No. 4343/1984 and accordingly names or Promoters have been entered into the record of rights, as per Mutation Entry No. 22629.

Meanwhile Hajjan Fatimabi Chaganbhai Mansuri died on 21/01/1993 and names of her legal heirs were entered into record vide M. E. No. 58953.

AND WHEREAS Jainab Bashir Mansuri and others through their GPA holder Baig Shakeel Abdul Razzaque have executed Release Deed in respect of the said property i.e. Plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3 in favour of Khawaja Chabban Mansuri on 26/09/2007, and the said Release Deed is registered in the office of Sub – Registrar, Nashik – 5 at Sr. No. 8465/2007 and accordingly their names i.e. Jainab Bashir Mansuri and others have been deleted from record of rights, as per Mutation Entry No. 59718.

AND WHEREAS, Mr. Khawaja Chabban Mansuri has made an application to Collector, Nashik on 14/09/2017 to convert the said land for non agriculture purpose, accordingly as per Order No. Masha/Kaksha 3/2/SR/Ru.Ka.Aa./89/2017, dated 19/09/2017 permission has been

granted for residential use and Tahasildar, Nashik has issued Sanad, dated 31/07/2018 in respect of the said property i.e. Plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3.

AND WHEREAS the property i.e. Plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3 purchased by the Promoters i.e. M/s. Green Life Developers, Through it's Partner - Mr. Taufique Abdul Razzak Shaikh and Mr. Nitin Prabhakar Natu from Mr. Khawaja Chabban Mansuri by Agreement for Sale on 13/11/2017, which is duly registered in the office of Sub – Registrar, Nashik – 6 at Sr. No. 2191/2017. In accordance with the said Agreement for Sale, Mr. Khawaja Chabban Mansuri made and executed Sale Deed in favour of Promoters on 01/08/2018 and the said Sale Deed is duly registered in the office of Sub – Registrar, Nashik – 6 at Sr. No. 2142/2018 on 04/08/2018.

And WHEREAS for that Construction to be carried on the project land the Promoters have prepared an amalgamation plan of Survey No. 501/2 to 15/1/1/1B and plot No. 3 out of Survey No. 501/2 to 15/1/1/29/Plot/3, it has been approved by Nashik Municipal Corporation Nashik as per their Letter.

AND WHEREAS the Promoters have purchased T.D.R. admeasuring 82.99 Sq.Mtrs. out of D.R.C. No. 759/B, dated 25/01/2019 from M/s. Jay Padmavati Builders, A Partnership Firm, Through its Partner – Mr. Prasanna Vishwanath Kankrej as per T.D.R. Sale Deed, dated – 07/04/2021, which is duly registered in the office of Sub-Registrar, Nashik – 7 at Sr.No. 3573/2021 on the same date.

And such the Promoters are the absolute and lawful owners of the said property i.e. bearing Plot No. 3, having Survey No. 501/2 to 15/1/1/1B + 501/2 to 15/1/29/Plot/3, area admeasuring 639.05 Sq.Mtrs. having Final Plot No. 25 as per T.P. Scheme No. 2, situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik.

AND WHEREAS the said property shall be hereinafter referred to as the “Said Property / the Project Land” and more particularly described in Schedule – I and property more particularly described in Schedule – II hereinafter as the “Said Premises” for the sake of brevity.

AND WHEREAS the Promoters are entitled to develop and dispose of the said property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

AND WHEREAS the Promoters are desirous to develop the said property, the building and its units subject to the provisions of the

Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof.

AND WHEREAS the Promoters are developing the said properties in the name of and style as “**GREEN RESIDENCY**” consisting of parking on the ground floor + 6 upper floor having 24 independent residential premises. The “GREEN RESIDENCY” Apartment building has 5 persons lift facility.

AND WHEREAS the Building Plan is approved and sanctioned by Nashik Municipal Corporation and issued the Commencement Certificate to develop the Project land vide approval No. LND/BP/A1/29/2021, dtd. 08/06/2021. The Promoters are constructing the Building “**GREEN RESIDENCY**” Apartment.

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

AND WHEREAS the Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which Project is to be constructed have to be completed.

AND WHEREAS the Promoters have proposed to construct on the project land, One Building having Ground + Six Upper Floors.

AND WHEREAS the Allottees are offered an Apartment / Flat bearing number – **103 on the First Floor**, (herein after referred to as the said “Apartment/Flat”) in the Building called “**GREEN RESIDENCY**” (herein after referred to as the said “Building”) being constructed on the said project land, by the Promoter.

AND WHEREAS the Promoters have 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.

AND WHEREAS the Promoters have appointed Mr. Sandip M. Jagtap as the Architect and Mr. Ramesh Rampariya as the RCC and structural Engineer for the project.

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at - Nashik vide RERA Certificate No. P 51600030462, authenticated copy is attached in Annexure ‘F’.

AND WHEREAS on demand from the Allottees, the Promoters have given inspection to the Allottees of all the documents of title relating to the project land / properties, which is more particularly described in the Schedule – I hereunder written. The Allottees having inspected all the relevant documents i.e. 7/12 and mutation entries for last 30 years, sale deeds, TDR Sale Deed and other documents mentioned in above paragraphs, N.A. order, Layout, Title Certificate, Commencement Certificate, Amalgamation Letter and approved Building plan, in respect of the said properties and being satisfied about the title of the Promoters and the rights and the authorities of the Promoters for developing the said properties and disposal thereof.

AND WHEREAS by virtue of the Sale Deeds the Promoters have sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoters on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

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

AND WHEREAS the Allottees are offered an Apartment / Flat bearing No. **103 on the First Floor**, (herein after referred to as the said "Apartments") in the Building called "**GREEN RESIDENCY**" (herein after referred to as the said "Building") being constructed on the said project land, by the Promoter.

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 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 Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters 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 WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottees, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) 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.

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 Promoters 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 local authority.

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

AND WHEREAS the Allottees have applied to the Promoters for allotment of an **Apartment bearing Apartment / Flat No. 103 on First Floor** in the building known as GREEN RESIDENCY, being constructed in the said Project.

AND WHEREAS the carpet area of the said **Apartment i.e. Flat No. 103** is **59.72 Sq.Mtrs.** Adjoining open **Balcony area 3.32 Sq.Mtrs.** Total admeasuring **63.04 Sq.Mtrs.** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees, 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 Allottees have paid to the Promoters a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)**, being part payment of the sale consideration

of the said Apartment agreed to be sold by the Promoters to the Allottees as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and The Allottees have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartments with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The Promoters shall construct the said building/s consisting of parking on the ground floor + 6 upper floors having 24 independent residential premises on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) (i) The Allottees hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees **Apartment / Flat No. 103 of carpet area admeasuring 59.72 Sq.Mtrs. plus, Adjoining open Balcony, admeasuring 3.32 Sq.Mtrs. Total admeasuring area 63.04 Sq.Mtrs.** on the **First Floor** in the building GREEN RESIDENCY (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 31,00,000/- (Rupees Thirty One Lacs only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, which are more particularly described in the second schedule annexed herewith.
- 1(b) The promoters have provided allotted parking on the Ground Floor and the said consideration amount includes the consideration of parking area.



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1(c) (i) The Allottees have paid on or before execution of this Agreement a sum of Rs. 50,000/- (Rupees Fifty Thousand only) paid cheque, bearing Cheque No. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_, Branch \_\_\_\_\_ in favour of Promoter as the part payment.

(ii) The Allottees shall pay balance consideration amount Rs. 30,50,000/- (Rupees Thirty Lacs Fifty Thousand only) to the Promoter as per following manner :-

<b>PARTICULARS</b>	<b>PERCENTAGE</b>
Before execution of Agreement as Token Amount	<b>10 %</b>
On Completion of the Plinth of the building	<b>20 %</b>
On Completion of 1 <sup>st</sup> Slab	<b>10 %</b>
On Completion of 2 <sup>nd</sup> Slab	<b>05 %</b>
On Completion of 3 <sup>rd</sup> Slab	<b>05 %</b>
On Completion of 4 <sup>th</sup> Slab	<b>05 %</b>
On Completion of 5 <sup>th</sup> Slab	<b>05 %</b>
On Completion of 6 <sup>th</sup> Slab	<b>05 %</b>
On Completion of 7 <sup>th</sup> Slab (Terrace Slab)	<b>05 %</b>
On Completion of the brickwork	<b>05 %</b>
On completion of external plaster	<b>05 %</b>
On completion of internal plaster	<b>05 %</b>
On completion of internal finishing work	<b>05 %</b>
On installation of lift and completion of lobby work	<b>05 %</b>
At the time of handing over of the possession of the Apartment to the Allottees on or after receipt of completion certificate, whichever is earlier	<b>05 %</b>

1(d) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of value added Tax, Service Tax, G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat.

1(e) The Total Price is escalation-free, save and except escalations /increases which the Allottees hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottees for increase in development charges,

cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

- 1(f) The Promoters shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to the variation cap of three percent. The total price payable for the reduction in carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoters shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(a) of this Agreement.
- 1(g) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottees by discounting such early payments @ 12 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.
- 1(h) The Allottees authorize the Promoters to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Promoters may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.1 The Promoters 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 Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoters as well as the Allottees. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c-ii) herein above.
3. The Promoters hereby declare that the Floor Space Index available in respect of the said properties is in the ratio of 1 : 1 . 1 + Premium + FSI of Road winding + TDR purchased by the Promoter. In case any FSI / TDR as may be remaining or as may be increased due to any change in the municipal rules, the same shall be available to the Promoters only and the Promoters shall be able to sale or consume the said unused FSI / TDR and except the Promoters nobody shall have right to use the said FSI / TDR and the Promoters shall be entitled to construct additional construction as may be approved by the local authority and shall be further entitles to sell the said construction to any third party, the Allottees in the building shall not object or obstruct the Promoters from doing so.
- 4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottees, the Promoters agree to pay to the Allottees, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees agree to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement:  
Provided that, Promoters shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the address provided by the Allottees and mail at the e-mail address provided by the Allottees, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect

of which it is intended to terminate the Agreement. If the Allottees fail 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.

Time is the essence of this Agreement. The Allottees shall pay the Balance consideration and other payments on the due date at any costs. In the event of the Allottees failing to make payment on the due date then the Promoters after due notice shall be entitled to terminate this Agreement and forfeit the entire amount of Rs. 50,000/- (Rupees Fifty Thousand only) received hereunder as liquidated damages. The Promoters shall be entitled to deal with and dispose of the said Apartment/Flat thereafter to third parties, and the Allottees shall have no right to object in any manner. However, the Promoters have option to continue the said transaction but in that case the Allottees shall pay the interest for the delayed period @ 18 % p.a. till the time the payment is made. The Promoters are not liable to give any intimation or notice of the installments becoming due even oral / telephonic demand is sufficient. In addition to the Allottee's liability to pay interest as mentioned hereinabove, the Allottees shall also be liable to pay and reimburse to the Promoters, all the costs, charges and expenses whatsoever, which are borne, paid and / or incurred by the Promoters for the purpose of enforcing payment of and recovering from the Allottees any amount/s or due/s whatsoever payable by the Promoters under this Agreement.

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

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 Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoters shall complete the construction within 36 months from the date of commencement certificate and shall give the possession of the Apartment to the Allottees on or before 07.06.2024 by taking completion certificate, subject to the issuance of completion certificate from Nashik Municipal Corporation, Nashik. If the Promoters fail or neglect to give possession of the Apartment to the Allottees on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable

on demand to refund to the Allottees the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4. 1 herein above from the date the Promoters 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 Apartment on the aforesaid date, if the completion of building in which the Apartment 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/court.
- (iii) Completion certificate is not issued by NMC.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the Apartment/Flat, to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the Apartment/Flat to the Allottees. The Promoters agree and undertake to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottees in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottees shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottees intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottees to take Possession of Apartment/Flat:  
Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottees shall take possession of the Apartment / Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession within the time provided in clause 7.1 such Allottees shall continue to be liable to pay maintenance charges as applicable from the date of completion certificate.

7.4(i) If within a period of five years from the date of handing over the apartment to the Allottees. The Allottees bring to the notice of the Promoters any structural defect in the Apartment or in the Building, which the Apartment are situated or any defects or any defects on

account of workmanship, quality or provision of services then, wherever possible such defects shall be rectified by the Promoter at his own costs and in case, it is not possible to rectify such defects then the Allottees shall be entitled to receive from the Promoters appropriate compensation for such defect in the manner as provided under the Act.

- (ii) Provided further, that Allottees shall not carry out any alteration of the whatsoever nature in the Said Flat / Apartment of phase/wing or in the fittings therein, on specific the structure of the said unit /wing of the Said Building which shall include but not limits to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottees shall not make any alternation in any of fitting, pipes, water supply connections or any erection or alternation in the bed room, toilet & kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect cause on account of willful neglect on the part of the Promoters and shall not mean defect cause by normal wear and tear and by negligent use of apartment by the occupant, vagaries of nature etc.
- (iii) That shall be the responsibility of the Allottees to maintain their unit in proper manner and take all due care needed including but not limiting to the joint in the tiles in their flat are regularly field with white cement / epoxy to prevent water seepage. Further where the manufacturing warranty as shown by the developer to the Allottees end before the defect liability period, such warranties are covered under the maintenance of the said unit / building. And if the annual maintenance contract are not done / renewed by the Allottees, the Promoters shall not be responsible for any defect occurring due to the same. That the project as a whole has been conceived, design and constructed based on the commitment and warranties given by the vendor / manufacturer that all the equipments, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts, so as yet to be sustainable and in proper working condition to continue warranty in the said flat and the common project amenities wherever applicable.
- (iv) That the Allottees have been made aware and that the Allottees expressly agree that the regular wear and tear of the Unit / building . phase / wings includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not structural defect and hence cannot be attributed to either bad workmanship or structural defect.
- (v) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and

assess the same and shall then submit the report to state the defect in materials used, in the structure built off unit/phase/wing and in the workmanship executed keeping in the mind aforesaid agreed clauses of this agreement.

8. The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the parking space only for purpose of keeping or parking his/her own vehicle, commercial vehicle will not be allowed in the parking area.
9. The Allottees 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 Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill hi, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottees if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  - 9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoters and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
  - 9.2 The Promoters shall, within three months of registration of the declaration of Apartment as aforesaid, cause to be transferred to the Apartment Association all the right, title and the interest of the Promoters/Lessors/Original Owners / Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
  - 9.3 Within 15 days after notice in writing is given by the Promoters to the Allottees that the Apartment is ready for use and occupancy, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment.) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies 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 Allottees shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottees further agree that, the Allottees shall pay Rs. 1,00,000/- (Rupees One Lac only) against the maintenance deposit for the maintenance of the Building. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the Apartment Association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottees shall contribute and pay following amount to the Apartment details of which under:-
  - i) Share money, application entrance fee of the Apartment Association.
  - ii) Formation and registration of the Apartment Association.
  - iii) Proportionate share of taxes and other charges / levies in respect of the Apartment Association.
  - iv) Deposit towards provisional monthly contribution towards outgoings of Apartment Association.
  - v) Deposit for water, Electric and other utility and services connection charges.
11. The Allottees shall pay a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) for meetings all legal costs, charges and expenses, including professional costs for meetings and of the Attorney-at-Law/Advocates of the Promoters in connection with Agreement to Sale, Deed of Apartment and formation of the said Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottees shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apartment Association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottees shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apartment



Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
- The Promoters hereby represents and warrants to the Allottees as follows:
- (i) The Promoters have absolute, clear and marketable title with respect to the said project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said project land for the implementation of the Project;
  - (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
  - (iii) There are no encumbrances upon the Project or the Project except those disclose in the Title Report.
  - (iv) There are no litigations pending before any Court of law with respect to the said Project Land except those disclose in the Title Report.
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting "and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
  - vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
  - vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottees under this Agreement.
  - viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottees in the manner contemplated in this Agreement.
  - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

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- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date 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 required.
  - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
  - iii. To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Promoters and/or the Apartment Association. The Allottees shall not close the adjoining open terrace and balcony even through fabrication grill and further shall not change the exterior paint of the building including terrace / balcony.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Promoters within fifteen days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottees for any purposes other than for purpose for which it is sold.
- ix. The Allottees 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 Allottees to the Promoters under this Agreement are fully paid up.
- x. The Allottees 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 Apartment Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Apartment Association, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Association, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the 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.
- 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 or of the said Plot and Building or any part thereof. The Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoters executes this Agreement they shall not mortgage or create a charge on the particular 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 Allottees who has taken or agreed to take such Apartment / Flat.

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottees by the Promoters do not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fail to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES -**

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

22. SEVERABILITY -

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Flat bears to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES -

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

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

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

27. The Promoters shall be entitled to consume if any additional F.S.I. granted by N.M.C or Govt. in respect of the said properties in future

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

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

1. **MR. SHABBIR AMEER TAMBOLI,**
2. **MR. DANISH SHABBIR TAMBOLI,**  
Both R/o. House No. 1339, Khadkali,  
Maaji Saheba Darga, Near Fule Market,  
Old Nashik, Nashik – 422 001

**M/S. GREEN LIFE DEVELOPERS,**  
A Partnership Firm,  
Through it's Partner -  
**MR. TAUFIQUE ABDUL RAZZAK SHAIKH**  
R/o. Al-Jamal Bungalow, Opp. Sahil Lawns,  
Hirve Nagar, Wadala Road, Nasik – 422 011

E – Mail Address – [taufiquershaikh@gmail.com](mailto:taufiquershaikh@gmail.com)

It shall be the duty of the Allottees and the Promoters 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 Promoters or the Allottees, as the case may be.

29. **JOINT ALLOTTEES:-**  
That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottees whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.
30. **Stamp Duty and Registration:** - The charges towards stamp duty and Registration of this Agreement has been paid by the Promoters.
31. **Dispute Resolution:** - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which

shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

32. GOVERNING LAW -

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

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

**First Schedule Above Referred to**

All that piece and parcel of the non agricultural property bearing Survey No. Survey No. 501/2 to 15/1/1/B/501/2 to 15/1/1/29/Plot No. 3, area adm. 639.05 Sq.Mtrs., having Final Plot No. 25 as per T.P. Scheme No. II, situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik and the said plot is bounded as below :-

On or towards	By
East :	9 Mtrs. Wide Road
West :	Adjoining Survey No. 502
South :	Adjoining Survey No. 502
North :	Hari Bahar Society

**Second Schedule Above Referred to**

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

1. Staircase,
2. Common Passage,
3. Common Parking,
4. Common Terrace,
5. Common area for ingress and outgress.

**SCHEDULE 'A'**

Upon the property more particularly described in Schedule above construction of a Building named and style as "GREEN RESIDENCY" consisting Ground + 6 Upper floors, from and out of the said constructed building, the premises situated in the building a Flat bearing **No. 103 (One Zero Three)**, admeasuring Carpet area **59.72 Sq.Mtrs.** plus open Balcony area, admeasuring **3.32 Sq.Mtrs. Total admeasuring area 63.04 Sq.Mtrs.**, situated on **First Floor** alongwith the right to use



: 25 :

allotted parking on the Ground Floor of the Building, together with right to use common staircase, lift and landings and in the common areas of the said Building. The said premise is bounded as:-

<b>ON OR TOWARDS</b>		<b>BY</b>
East	:	Building Side Margin
West	:	Staircase and Lift Lobby
South	:	Building Side Margin
North	:	Flat No. 102

### **SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT**

#### **ANNEXURE - A:**

**Mr. Saquib S. Patkary,**  
**Advocate.**  
2586, Patkary Complex,  
Opp. Phule Market,  
Nashik – 422 001

### **TITLE REPORT**

#### **TO WHOMSOEVER IT MAY CONCERN**

On verification of all documents produce before me, it appears that, the title of property, bearing Survey No. 501/2 to 15/1/1/B/501/2 to 15/1/1/29/Plot No. 3, area adm. 639.05 Sq.Mtrs. situated at Village Nashik, Tal. and Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, which is owned by M/s. Green Life Developers is clear, marketable and they have right to develop the plots and to sale the constructed premises thereon.

Sd/-

**Mr. Saquib S. Patkary,**  
**Advocate.**

#### **ANNEXURE - B**

**Extract Village Form VI or VII and XII showing nature of the title of the Promoters / lessor / original owner / Promoters to the project land.**

#### **ANNEXURE – C**

**Authenticated copies of the plans of the Layout as approved by the concerned local authorities.**

**ANNEXURE – D**

**Authenticated copies of the plans and specifications of the apartment agreed to be purchaser by the Allottees as approved by the concerned local authorities.**

**ANNEXURE - E**

**AMENITIES AND SPECIFICATIONS FOR THE APARTMENT**

- Seismic resistance RCC structure.
- Building External wall 6” thick & internal 4” thick in bricks, Sand faced double coat cement plaster externally and baking plaster with putty / gypsum internally.
- Designer Main door with Lock. Bedroom door frames and shutters in plywood with both side laminate. All bedrooms with Premium quality Cylindrical Locks. Heavy duty Three-track powder coated Aluminum sliding window with Mosquito net and safety grill.
- 24” x 24” size Vitrified Tiles Flooring in all flats.
- Building externally painted with maintenance free and pleasant shades by Asian / equivalent brand and internally with Asian Tractor Emulsion / equivalent branded paint.
- Kitchen platform in gray / black granite with steel sink.
- Water cocks fittings of one shower, wall mixture in bathroom and one sink basin and Anti-Skid titles for bathrooms and utility.
- Municipal Water Facility and boring water facility.
- Concealed electric fittings, wiring and good quality switches
- All plumbing in concealed with PVC of ISI Mark.
- Compound Walls with secured M.S. Gates.
- Allotted parking with checkered tiles / paver block.
- Lift with battery backup.

**SCHEDULE ‘C’ - PAYMENT PLAN BY THE ALLOTTEES**

Received of and from the Allottees the above name, a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** on execution of this Agreement.

I say received

Promoters

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE  
UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND  
SEALS ON THE DAY, MONTH & YEAR MENTIONED HEREINBEFORE**

SIGNED,SEALED & DELIVERED  
by within named **Promoters.**

**M/S. GREEN LIFE DEVELOPERS,**  
A Partnership Firm,  
Through it's Partner -  
**MR. TAUFIQUE ABDUL RAZZAK SHAIKH** \_\_\_\_\_

SIGNED,SEALED & DELIVERED  
by within named Allottees.

1. **MR. SHABBIR AMEER TAMBOLI** \_\_\_\_\_

2. **MR. DANISH SHABBIR TAMBOLI** \_\_\_\_\_

**In presence of Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_