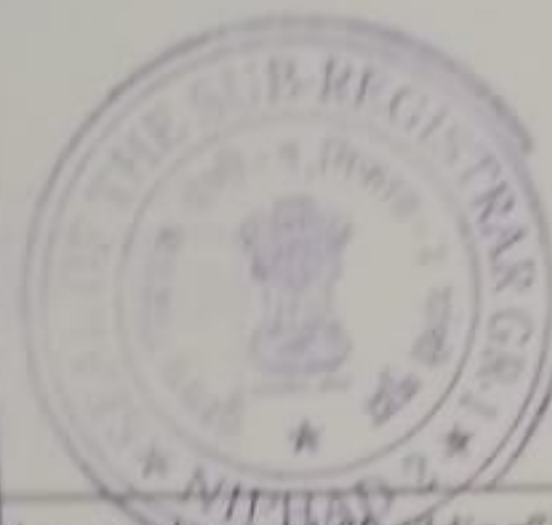


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Lotus Park (herein after referred to as the said "Building") being constructed in the Sq. Mrs phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect Manish Jadhav who is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no P51600047848; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a Structural Engineer Mr. Vijay B. Amesur for the preparation 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;

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments 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;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect Manish Jadhav 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;

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 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

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the NMRDA Nashik vide letter- **Outward No. NMRDA/Anti/ABHI/Mouje Ozar/Gat No 213 pai/1197, Dated 25/05/2022** have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the Non-Agriculture Permission granted by the concerned Local Authority i.e. Sub Divisional Office, Niphad, Dist- Nashik vide letter- **Outward No. JAMA/N.A.S.R/99/2021, Dated 24/02/2022**, has been annexed hereto;

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 here to and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority i.e. Executive Engineer, Town Planning Department, Ozar Nagar Parishan Dist- Niphad, Nashik vide Commencement Certificate No. ONP/ BAND/ NR/KARYA-01, Dated 30/06/2022, Said Commencement Certificate has been annexed hereto and marked as Annexure D.

AND WHEREAS the Promoter has got Residential permission from the Divisional Office Niphad vide Notice/Order No. **JAMA/N.A.S.R/99/2021, Dated 24/02/2022** and paid the conversion tax of Rs. 16520/- vide Challan No. MH013587914202122M Dt. 24 /02 /2022 have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) of 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;

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Government Valuation Rs. - 22,22,000/-
Agreed Consideration Rs. - 30,00,000/-
Stamp Rs. - 1,80,000/-
Registration fees Rs. - 30,000/-

|| Shree ||

AGREEMENT FOR SALE
(As per Annexure 'A')

See rule 10(1)

This AGREEMENT FOR SALE is made and executed at Nashik on this 4th day of the month in December the Year Two Thousand and Twenty Three (2023).

BETWEEN

ABD HOMES, (a Proprietorship firm) PAN: AOIPD3091G, though it's Proprietor **Mr. Abhishek Balasaheb Deshmukh**, Age: 34 years, Occupation: Business, having address at Shop No.10, Ganapatrao Deshmukh Complex, Opposite Ozar Police Chowki, Ozar Mig, Tal- Niphad, Dist- Nashik-422207 hereinafter referred to as "**The PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, always mean and include its partners, successor-in-interest, executors, administrators, assigns for the time being in the force, etc.) of the **ONE PART**.

AND

MR. Mayur Nanasaheb Mandlik Age-34 years, Occupation- Service PAN:ATBPM0253B

Aadhar No. 843411924531 Residing at: Ozar Mig Tal-Niphad Dist- Nashik

MRS.Pranita Mayur Mandlik Age-31 years, Occupation- Service PAN: CUBPD6704M,

Aadhar No. 305463331982 Residing at: Ozar Mig Tal-Niphad Dist- Nashik

Hereinafter referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof, always mean and include his/her/their legal heirs, successor-in- interest, executors, administrators, assigns for the time being in force, etc.) of the **OTHER PART**.

WHEREAS Promoter own immovable property being piece or parcel of freehold land bearing **Plot No. 30** admeasuring **452.25 Sq.Mtrs.**, N.A. Assessment Rs. 236.70 Ps. Along with **Road Widening FSI Area adm.0.00 Sq.mtrs.** from & out of approved layout of **Survey No. 213**, situate, lying and being at revenue **Village Ozar**, Taluka Niphad and District Nashik, within Registration and Sub- Registration District Niphad, which is more particularly described in the "First Schedule" hereunder written (hereinafter referred to as "**THE PROJECT LAND**").

AND WHEREAS the project land is out of approved layout, which has been approved by the NMRDA Nashik vide letter- **Outward No. NMRDA/Anti/ABHI/Mouje Ozar/Gat No 213 pai/1197, Dated 25/05/2022** And also converted into non-agriculture use by the order of Sub Divisional Office, Niphad, Dist- Nashik vide letter- **Outward No.JAMA/N.A.S.R/99/2021, Dated 24/02/2022,**

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

AND WHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land one building for residential purpose, consisting of -

Ground Floor : For Parking

First Floor : Flat No. No. 1 to 4

Second Floor : Flat No. No. 5 to 8

Third Floor : Flat No. 9 to 12

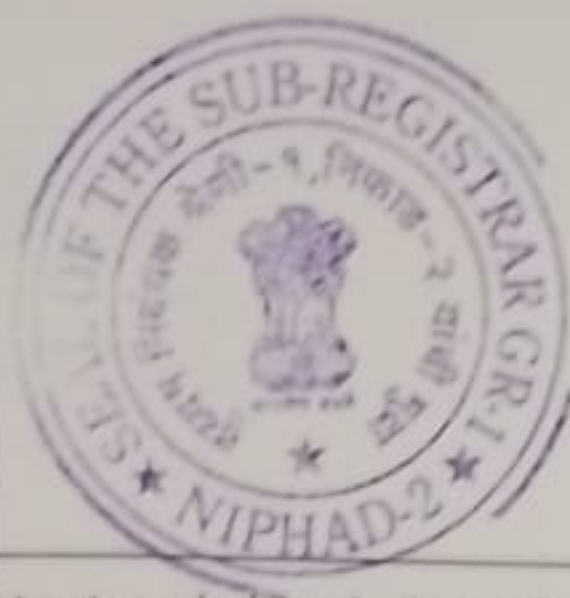
Fourth Floor : Flat No. 13 to 15

AND WHEREAS the Allottee is offered an Apartment /Flat bearing number 9th on the 3rd floor, (herein after referred to as the said "Apartment") in the wing of the building called

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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/s hereby agrees to acquire from the Promoter and the Promoter here by agrees to grant to the Allottee/s the exclusive right of user of the **One Covered Car Parking situated No 9 on Ground Basement Floor**. The Allottee/s shall not raise any dispute in the future about suitability of the said parking space as constructed by the Promoter.

iii) The Carpet area of the said Apartment/Flat No. 9 on the 3rd Floor having its carpet area 49.36 Sq.Mtrs. including area of the open terrace or balcony area as per revised building plan, and the calculated under Sec. 2 (k) of the said Act and vide Circular No. 4/2017 date 14/06/2017, the copy of revised sanctioned plan of such area annexed herewith.

iv) The remaining covered as well as open car parking, if any, shall be allotted by the legal entity of the Allottee/s as and when formed.

The total aggregate consideration amount for the said Apartment including covered parking spaces is thus Rs. 30,00,000/- (Thirty Lack Rupees only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs 3,00,000/- (Rupees Three Lack only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs 27,00,000/- (Rupees Twenty Seven Lack Only) in the following manner :-

i. Amount of Rs 8,10,000/- (Rupees Eight lack ten thousand Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs 04,05,000./- (Rupees Four lack five thousand Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs 6,75,000./- (Rupees Six Lack Seventy Five Thousand Only.) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs 1,35,000./- (Rupees One Lack Thirty Five thousand Only.) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs 1,35,000./- (Rupees One Lack Thirty Five thousand Only.) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs 1,35,000./- (Rupees One Lack Thirty Five thousand Only.) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs 2,70,000./- (Rupees Two Lack Seventy Thousand Only.) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

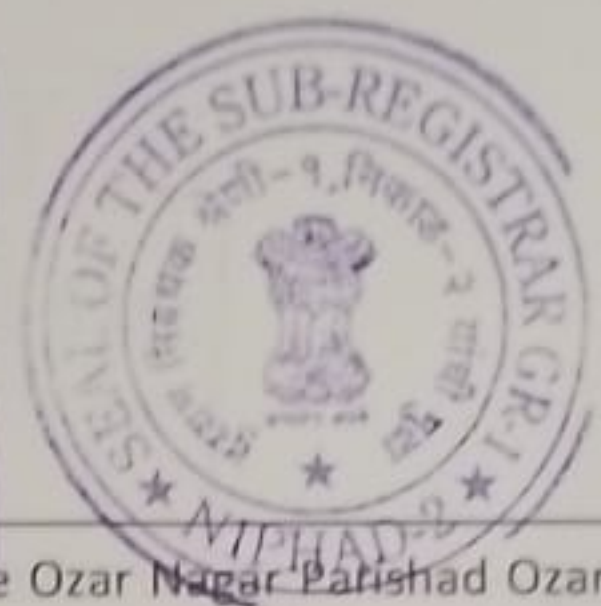
viii. Balance Amount of 1,35,000./- (Rupees One Lack Thirty Five thousand Only.) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Goods and Service Tax, and the amount towards Maintenance Deposit, Electric Connection Charges, Formation Charges of Association of Apartment and other Taxes consisting of tax paid or payable by the Allottee/s or Cess or any other similar taxes which may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Commercial premises by the Promoter to the Allottee/s, in connection with the construction of and carrying out the Project) payable by the Allottee/s up to the date of handing over the possession of the said Apartment.

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AND WHEREAS while sanctioning the said building plans the Ozar Nagar Parishad Ozar Nashik 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 said project land and the said project and upon due observance and performance of which only the Completion of Occupancy Certificate in respect of the said project shall be granted by the Ozar Nagar Parishad, Ozar

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment /flat No. 9 on 3rd floor in wing situated in the building being constructed in the phase of the said Project,

AND WHEREAS the carpet area of the said Apartment/Flat is 49.36 square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 3,00,000. (Rupees Three Lack 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 the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai having its Registration No. P51600047848 dated 28/11/2022

AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, and the Allottee/s has agreed to get registered this Agreement for Sale with his/her/their own cost;

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/s hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

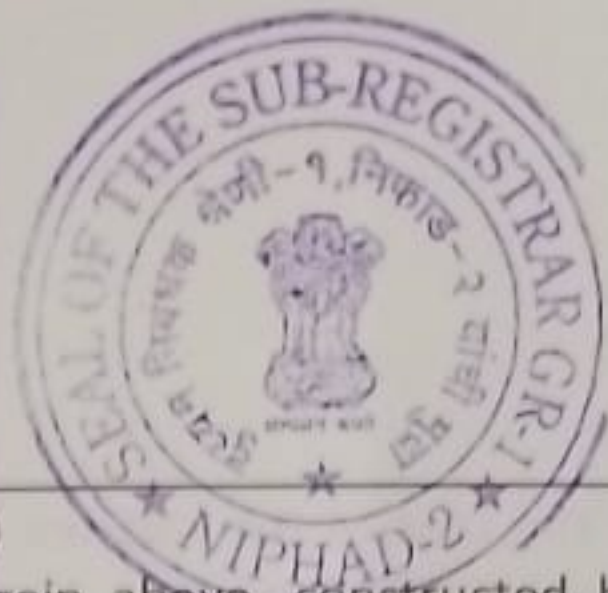
NOW, THEREFOR THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) The Promoter shall construct the said building/s consisting of zero Basement + Ground Floor + First Floor to Fifth Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment No. 9 on the 3rd Floor having its carpet area 49.36 Sq. Mtrs in the building known as "LOTUS PARK" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the **consideration of Rs. 30,00,000/-** (Rupees Thirty lack only) including the proportionate price of the common areas and facilities

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(Description of the said Apartment)

Upon the property mentioned in the First Schedule herein above, constructed building structures of commercial project known in the name & style as LOTUS PARK from and out of the said building all that constructed premises having Apartment/Flat No 9 situated on 3rd Floor having its carpet area 78.95 Square Sq.Mtrs. including balcony/terrace area adjoining thereto if any + 10% Add Builtup area 86.79 Sq Metrs One Covered Car Parking No 9 situated on Ground Floor, and the said premises bounded as under:

- On or towards East : Flat No 12
- On or towards West : 12 Mtr. Wide Road & Open to Sky
- On or towards South : Adjacent Plot No. 31 & Open to Sky
- On or towards North : Flat No 10,11 Staircase

All the said premise together with existing rights of easements, access, common amenities, fittings, fixtures and other rights appurtenant thereto;

FOURTH SCHEDULE

(THE NATURE, EXTENT AND DESCRIPTION OF INTERNAL AS WELL AS EXTERNAL AMENITIES AND SPECIFICATIONS)

Internal Amenities:

R.C.C. Work : R.C.C. framed Structure.

BLOCK WORK : External 6" thick and internal 4" thick
(AAC & red brick in combination or only AAC).

FLOORING : 2x2 600 mm x 600 mm Vitrified / Ceramic tiles flooring. Ceramic Tiles Dado upto 4" height in Bathroom/Toilet.

SHUTTER : MS Rolling Shutter manually operated.

DOORS : PVC door for Bathroom/Toilet.

INTERNAL FINISH : Neru Plaster & OBD (Oil Bound Distemper).

EXTERNAL FINISH : Acrylic or equivalent Paint.

ELECTRICAL : Concealed electric fitting with sufficient points.

PLUMBING : PVC/SWR Water pipe of standard forext. plumbing, CPVC/UPVC pipes for internal pipeline In bathroom/toilet.

C.P. SANITARY FITTINGS : The C.P. sanitary fittings & fixtures of reputed brand.

Common Facilities : Over head and Under Ground Water Tank along with Rain Water Harvesting System to water drain in to well

FIFTH SCHEDULE

(The nature, extent and description of common areas and facilities) Common areas and facilities of immediate area abutting the main entrance door after the landing on the floor, staircase, lifts, entrance lobby of the building, Security Cabins, servant's toilet and all other areas which have been provided for common use by the Organization of the said Apartment hereby agreed to be sold in proportion with other premises on the same floor. In case of there is adjoining terrace, the same shall belong exclusively to the respective Purchasers of the said premise abutting to the terrace.

SIXTH SCHEDULE

DESCRIPTION OF THE COMMON EXPENSES AND DEPOSITS

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roofs, gutter, and rain water pipes of the building, water pipes, gas pipes, if any, and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flats and main entrance, passages, landings and staircases, terraces or roofs of the building as enjoyed by the Allottee/s or used by him in common as afore said.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the Allottee/s in common as aforesaid.
3. The cost of the decorating the exterior of the building.