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17 DEC 2023

315-11245

AGREEMENT FOR SALE

93832  
2023

NAME :- MR. SANDIP GOVERDHAN CHAVAN  
MRS. MILAN SANDEEP CHAVAN

FLAT NO. :- B-603

PROJECT NAME : ROONGTA FLORENZA APARTMENT





07/12/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 4

दस्त क्रमांक : 13432/2023

नोंदणी :

Regn:63m

गावाचे नाव : नाशिक शहर

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	4286900
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2359000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका नाशिक हद्दीतील मौजे नाशिक येथील सर्व्हे नं. 984/2/अ/प्लॉट नं./5 यांसी क्षेत्र 6021.19 चौ.मी. या मिळकतीवरील बांधीव रंगटा फ्लोरेझा अपार्टमेंट मधील बी विंग मधील सहाय्या मजल्यावरील फ्लॅट नं. बी - 603 यांसी कापेट क्षेत्र 56.55 चौ.मी. बाल्कनी क्षेत्र 6.80 हि मिळकत( ( Plot Number : 5 ; Survey Number : 984/2/A ; ) )
(5) क्षेत्रफळ	1) 63.35 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-रंगटा होम्स एल एल पी तर्फे श्री. अखिल ललित रंगटा तर्फे वि.मु. श्री. चेतन सुरेश परदेशी वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: श्री तिरुमाला आशिर्वाद अपार्टमेंट, ब्लॉक नं: पेठेनगर रोड, रोड नं: नाशिक, महाराष्ट्र, णास्:ईक. पिन कोड:-422009 पॅन नं:-AAUFR4502Q
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-संदीप गोवर्धन चव्हाण वय:-39; पत्ता:-प्लॉट नं: प्लॉट नं. 26/ए, , माळा नं: दीक्षित वाडी जवळ,, इमारतीचे नाव: वानखेडे कॉलनी, , ब्लॉक नं: जळगाव, , रोड नं: महाराष्ट्र, महाराष्ट्र, जलगांव. पिन कोड:-425001 पॅन नं:-AMBPC0464F 2): नाव:-मिलन संदीप चव्हाण वय:-36; पत्ता:-प्लॉट नं: प्लॉट नं. 26/ए, , माळा नं: दीक्षित वाडी जवळ, , इमारतीचे नाव: वानखेडे कॉलनी, , ब्लॉक नं: जळगाव, , रोड नं: महाराष्ट्र, महाराष्ट्र, जलगांव. पिन कोड:-425001 पॅन नं:-BYZPC2253B
(9) दस्तऐवज करून दिल्याचा दिनांक	07/12/2023
(10) दस्त नोंदणी केल्याचा दिनांक	07/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	13432/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	257300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सुची क्र.11

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत  
अस्सल बरहुकुम नवकलप्र.सह. दुय्यम निबंधक वर्ग-२  
नाशिक-४



**CHALLAN**  
**MTR Form Number-6**



GRN	MH012015584202324E	BARCODE			Date	07/12/2023-10:36:22	Form ID	25.2
Department					Inspector General Of Registration			
Type of Payment					Registration Fee			
Office Name					NSK4_NASHIK 4 JOINT SUB REGISTRAR			
Location					NASHIK			
Year					2023-2024 One Time			
Payer Details					TAX ID / TAN (If Any)			
PAN No.(If Applicable)					AAUFR4502Q			
Full Name					ROONGTA HOMES LLP			
Flat/Block No.					FLAT NO B 603 ROONGTA FLORENZA			
Premises/Building					APARTMENT			
Account Head Details			Amount In Rs.		Road/Street			
0030046401 Stamp Duty			257300.00		NASHIK			
0030063301 Registration Fee			30000.00		Area/Locality			
					NASHIK			
					Town/City/District			
					PIN			
					4 2 2 0 0 7			
Remarks (If Any)					PAN2=AMBPC0464F~SecondPartyName=MR. SANDIP GOVERDHAN			
					CHAVAN-CA=4286900			
Total					2,87,300.00			
Amount In					Two Lakh Eighty Seven Thousand Three Hundred Rupee			
Words					s Only			
Payment Details					IDBI BANK			
FOR USE IN RECEIVING BANK					Bank CIN			
Cheque/DD Details					Ref. No.			
Cheque/DD No.					69103332023120710541 735195967			
Name of Bank					Bank Date			
Name of Branch					RBI Date			
					07/12/2023-10:39:46			
					Not Verified with RBI			
					Bank-Branch			
					IDBI BANK			
					Scroll No. , Date			
					Not Verified with Scroll			

Department ID : Mobile No. : 7030900285  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**  
 सदर चलन केवल दुस्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

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Zone No. :- 2  
 Govt. Valuation Rs. :- 23,59,000/-  
 Consideration Rs. :- 42,86,900/-  
 Stamp Rs. :- 2,57,300/-  
 Registration Fees Rs :- 30,000/-

**AGREEMENT FOR SALE OF FLAT NO. B-603**

**SITUATED IN "ROONGTA FLORENZA APARTMENT"**

This Agreement for Sale ("Agreement") made and executed at Nashik on this 7<sup>th</sup> day of Dec 2023.

**BY AND BETWEEN**

**ROONGTA HOMES LLP**

A LLP, registered under the Limited Liability Partnership Act 2008

LLP identification No. AAH-1399

Having its registered office at- Shree Tirumala Ashirwad Apartment,  
 Pethe Nagar Road, Indira Nagar, Nashik – 422009.

PAN - AAUFR 4502 Q

Through its partner

**MR. AKHIL LALIT ROONGTA.**

Age: - 35, Occ. :- Business

Hereinafter called as "**PROMOTER/BUILDER/DEVELOPER,**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter, Builder and the Developer and/or all person/s claiming under or through the said PROMOTER, and their present and future partners, legal heirs, representatives and assigns); **PARTY OF THE FIRST PART,**

**AND**

**1. MR. SANDIP GOVERDHAN CHAVAN**

Age: 39 years,

PAN NO: AMBPC0464F

AADHAR No. 6461 3722 6241

**2. MRS. MILAN SANDEEP CHAVAN**

Age: 36 years,

PAN NO: BYZPC2253B

AADHAR No. 2488 3318 7864

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**Both R/At:** Plot No. 26/A, Near Dikshit Wadi, Wankhede Colony, Jalgaon, Maharashtra-425001.

Hereinafter referred to as **“THE ALLOTTEE** “(which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) **OF THE SECOND PART.**

The Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”**.

WHEREAS the property mentioned in Schedule “I” herein below bearing **S. No. 984/2/A/Plot No./5** area admeasuring 6021.19 sq. mtrs lying and being at Nashik Shiwar, Dist. Nashik, more particularly described in the First Schedule written hereunder and hereinafter referred to as “The said Property” is owned by the Promoter. (hereinafter referred to as “the project land”).

AND WHEREAS S. No. 984/2/A area admeasuring 8275.50 sq. mtrs is purchased by the said Promoters from Mr. Ajit Madhukar Chiplunkar and others by registered Sale Deed which was duly registered at the office of Sub-Registrar, Nashik 4 at document Sr. No. 705, on 20.01.2020. On the basis of the said Sale Deed Mutation Entry No. 501796 is certified for recording the names of the promoters in the “Ownership” column of the 7/12 extract.

AND WHEREAS S. No. 984/2/A area admeasuring 8275.50 sq. mtrs is purchased by the said Promoters from Mr. Ajit Madhukar Chiplunkar and others by registered Sale Deed which was duly registered at the office of Sub-Registrar, Nashik 4 at document Sr. No. 1781, on 17.02.2020. On the basis of the said Sale Deed Mutation Entry No. 501906 is certified for recording the names of the promoters in the “Ownership” column of the 7/12 extract.

AND WHEREAS the said property is converted to Non-Agricultural use and a permission U/s. 44 of Maharashtra Land Revenue Code from Collector, Nashik, Bearing No. Kra. Maha/Kaksha-3/4/NAPN/258/2010 dated 02.11.2010 and also Tahsildar Nashik has issued non-agricultural sanad vide their order no Jama-1/Regi No/37/2020 Nashik dated 29.05.2020. AND WHEREAS out of the said property, area admeasuring 191.50 sq. meters is converted for Commercial Non-Agricultural use as per

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order of Collector, Nashik, Bearing No.

Kra/Masha/Kaksha/3/2/Ru.ka.aa/S.R./430/2021, Nashik dated 04.08.2021 and also Tahsildar Nashik has issued non-agricultural sanad vide their order no Kra.Jama-1/S.R./534/2022 Nashik dated 11.05.2022. Accordingly, the N.A. cess and taxes are paid up-to-date.

AND WHEREAS the promoter has prepared layout plan for area adm. 16551.00 sq. mtrs of S. No. 984/2/A which is approved by the Assistant Director of Town planning, Nashik Municipal Corporation, Nashik vide letter No. Jawak No./Nagar Niyojan Vibhag Final/140/2020 dated 11.03.2020. Accordingly, on the basis of the said layout, Separate 7/12 extract of Plot No.5 area admeasuring 6021.19 sq. mtrs is prepared. Mutation entry 502394 has been mutated to that effect.

AND WHEREAS the promoter had purchased T.D.R of 539.22 sq. mtrs from D.R.C. No. 911A from Mr. Vilas Rasiklal Shah by registered Sale Deed registered at the office of Sub-Registrar, Nashik - 4 at document Sr. no. 4037 dated 18.06.2020 read with correction deed to said Sale Deed registered at the office of Sub-Registrar, Nashik - 4 at document Sr. No. 6219 dated 02.09.2020. As per the rules of TDR Utilization, this TDR of 539.22 sq. mtrs can be utilised as  $539.22 \text{ Sq Mtrs} * 17,800 / 11,550 = 831.00 \text{ sq. mtrs}$  on the said project.

AND WHEREAS by virtue of the said Sale deed in respect of the said property, the Promoter as owner of the said property has absolute right to develop the said property by constructing a project thereon and enter into Agreement for Sale of the tenements to the prospective Purchasers at such price and to decide the terms and conditions as the Promoter may deem fit and right to construct a project on the said property and sell the Flats / shops and other constructions and to appropriate the sale proceeds thereof.

AND WHEREAS the title of said property is clear, valid, marketable and free from all encumbrances. Therefore, the said property is a fit property for causing development on it by constructing a building of Residential and commercial tenements thereon:

AND WHEREAS the plan for the construction of the project consisting of residential and commercial premises is approved by the Nashik Municipal Corporation by their **Commencement Certificate No. LND/BP/CD/04 dated 30.04.2020**. Thereafter the Promoter has revised building plan and the revised plan is approved by the Nashik Municipal Corporation by their **Commencement Certificate No. LND/BP/CD/21 dated 04.09.2020**. Thereafter the Promoter has

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revised building plan and the revised plan is approved by the Nashik Municipal Corporation by their **Commencement Certificate No. LND/BP/B2/145 dated 24.03.2021.**

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

AND WHEREAS the said Promoter, pursuant to the right, title and interest conferred upon it by the aforesaid documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements/ Flats/Units/Shops, etc., to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Sale Deeds, etc., in favour of the intending Allottee/s;

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz M/s Kabre Consultants (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture and the Promoter has appointed a structural engineer Mr. Shailesh Dhumne for the preparation of the structural design and drawings of the said project, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct the said project named as **"ROONGTA FLORENZA APARTMENT"** consisting of flats/shops in the seven wings i.e. A Wing, B Wing, C Wing, D Wing, E Wing, F Wing and G Wing on Basement +Ground + Seven floors as per the plans sanctioned by Nashik Municipal Corporation.

AND WHEREAS having come to know about the commencement of construction of the said proposed project, the Allottee/s/ approached the Promoter herein, with a view to purchase one of the flat out of the proposed project;

AND WHEREAS the Allottee/s demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s of all the documents of title of the said Project lands , the aforesaid Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, N. A. order, plans, designs and specifications, etc., prepared by the Promoter Architects and all such other requisite documents as are specified under the Real Estate (Regulation and Development ), Act, 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project lands and no document is, remained to be



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provided with, by the Promoter unto the Allottee/s herein: That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the promoter up and until the conveyance of the said project and the said land there under.

The copy of the certificate of title issued by the Advocate of the Promoter (mentioned in Annexure A), copies of extract of Village Forms VII and XII showing the nature of the title of Developer of the said land on which the Flats/shops are to be constructed, the copy of approved building plan, commencement certificate has been annexed hereto.

AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said project.

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 project shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project which are contrary to the prevalent laws / rules / regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

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AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items.

AND WHEREAS the Allottee has offered to purchase a **Flat bearing number B-603 in the B Wing on the Sixth floor**, (herein after referred to as the said "Flat") in the project known as **ROONGTA FLORENZA APARTMENT** by the Promoter.

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS The "carpet area" is calculated as the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat. Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The Variation may be approximately 3 percent.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs. 3,95,000/- (Rupees Three Lakhs Ninety Five Thousands Only)**, being part payment of the sale price of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the promoter the remaining price of the Flat as prescribed in the in the manner hereinafter appearing;

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Flat.

AND WHEREAS the Promoter is required to execute a written Agreement for sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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 that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at **Maha Rera Registration No : P51600033635**.

AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present agreement as a compliance thereof and they shall also register the said agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

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

#### **1. CONSTRUCTION OF THE PROJECT :-**

The Promoter shall construct the said project consisting of Shops and Flats on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which have been seen and approved by the Allottee with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government authority to be made in them or any of them for which the Allottee hereby gives the consent. The Allottee shall not object to the Promoter for making changes in and revising the layout, plans of the project as required by the Promoter due to additional FSI available or otherwise, as per the promoter's discretion as permitted legally and as prescribed in law including RERA. Provided that the Promoter shall obtain prior written consent of the at least 2/3 rd Allottee/s in respect of variations and modifications which may adversely affect the Flat of the Allottee/s except any alterations or additions or modifications in the

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sanctioned plans, layout plans and specifications of the project or common areas of the said project which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No 7 that can be utilized on this project land so if in future, the promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No7, no consent will be required from Allottee. Therefore, In accordance with the sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017 the allottee hereby gives specific consent to the local authorities and also to the promoter and has no objection against the promoter for the following:

- a) To construct the project as per the future potential layout.
- b) Additional floors to be constructed to utilize additional FSI.
- c) Changes in building /layout plan due to instructions received from local authority.
- d) Minor additions or alterations.
- e) To make changes in floor plans of other Shops/Flats/Units/ floors.

*Shovan Milan*  
(Signature of Allottee)

(This consent shall be construed as informed consent)

## 2. CONSIDERATION/PRICE OF THE SAID FLAT:-

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. B-603 in B Wing of carpet area admeasuring 56.55 sq. mtrs i.e. 608.48 sq. feet along with balcony area admeasuring 6.80 sq. mtrs i.e. 73.17 sq. feet on Sixth Floor in the project ROONGTA FLORENZA APARTMENT (hereinafter referred to as "the FLAT" for the sake of brevity and convenience which is more particularly described in Schedule II hereunder written) for the consideration of Rs. 42,86,900/- (Rupees Forty Two Lakhs Eighty Six Thousands Nine Hundred Only) and this amount is

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inclusive of the price for the carpet area of the said Flat and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below.

2.2. The Allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs. 3,95,000/- (Rupees Three Lakhs Ninety Five Thousands Only)**, as advance payment as mentioned hereunder and hereby agrees to pay to Promoter the balance amount of **Rs. 38,91,900/- (Rupees Thirty Eight Lakhs Ninety One Thousands Nine Hundred Only)** in the following manner:-

Amount (Rs.)	Particulars
Rs. 15,000=00	(Rupees Fifteen Thousands Only) Received by Electronic Transfer dated 20/09/2020.
Rs. 50,000=00	(Rupees Fifty Thousands Only) Received by Cheque No. 000112 dated 28/10/2023. Drawn on Bank of Baroda, Lonad.
Rs. 3,30,000=00	(Rupees Three Lakhs Thirty Thousands Only) Received by Electronic Transfer dated 02/12/2023.
Rs. 26,53,325=00	(Rupees Twenty Six Lakhs Fifty Three Thousands Three Hundred Twenty Five Only) to be paid within 20 days from the date of registration of this agreement.
Rs. 2,06,420=00	(Rupees Two Lakhs Six Thousands Four Hundred Twenty Only) to be paid on completion of 5 <sup>th</sup> Slab.
Rs. 2,06,420=00	(Rupees Two Lakhs Six Thousands Four Hundred Twenty Only) to be paid on completion of 6 <sup>th</sup> Slab.
Rs. 2,06,420=00	(Rupees Two Lakhs Six Thousands Four Hundred Twenty Only) to be paid on completion of 7 <sup>th</sup> Slab.
Rs. 2,06,420=00	(Rupees Two Lakhs Six Thousands Four Hundred Twenty Only) to be paid on completion brickwork of this flat.
Rs. 2,06,420=00	(Rupees Two Lakhs Six Thousands Four Hundred Twenty Only) to be paid on completion of flooring work of this flat.
Rs. 2,06,475=00	(Rupees Two Lakhs Six Thousands Four Hundred Seventy Five Only) to be paid 7 days before possession of said Flat.
Rs. 42,86,900=00	(Rupees Forty Two Lakhs Eighty Six Thousands Nine Hundred Only)

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Apart from the consideration amount, the allottee/s herein has/have agreed to pay Goods and Service tax or any other incidental indirect tax/es that may be notified by the Government. The price overall has been arrived and agreed upon keeping in mind the promise of the Allottee to make the payments as mentioned above. If the allottee decides to obtain loan facility for payments of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment Schedule as far as possible. The allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said wing / project in which the said Flat is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. The Allottee shall make the payment of instalment with GST as applicable.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter ) up to the date of handing over the possession of the Flat.

2.3. The Total Price is escalation-free, save and except increases which the Allottee 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any up gradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein.

2.4. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by

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digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each instalment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee/s has/have committed breach of this agreement and in such case the Promoter shall be entitled to take necessary action against the allottee/s. The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

### 3. MODE OF PAYMENT:-

Subject to the terms of the Agreement, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'ROONGTA HOMES LLP' payable at Nashik. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoters Banking Account, the Developer shall give effect of the same to the account of the Flat allottee/s.

### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their 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.

### 5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/Flat, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat.