

Zone No. : 1.3.39
 Rate As per Ready Reknor : For flat -37,500/- Per Sq. mtrs., for shop Rs. 46,870/- per sq.mtrs.
 Market Valuation Rs. : 29,99,000/-
 Consideration Rs. : 30,00,000/-
 Stamp Rs. : 1,80,000/-
 Registration Fee Rs. : 30,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 29th DAY OF **DECEMBER** IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY THREE.

BETWEEN

M/S. NASA CONSTRUCTION PVT. LTD.

Having Its office at - B-206, Meghdhoot Shopping Centre,
Opp. to C.B.S, Nashik.

Pan - AAACN 6201 D

Through It's Director

SHRI. SAGAR MAHADEORAO BONDE

Age :- 62, Occ. :- Agriculturist & Business

Hereinafter called as "PROMOTER," (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. MAYUR MEJARSING PARDESHI**

Age:- 29 Years, Occ.:- Service

Pan – CHHPP 2957 B

2) **SHAMLEE MAYUR PARDESHI**

Age : 27 Years, Occ.:- House-Wife

Pan – GMTTPP 4971 C

Both R/at- 54, Tapi Residency, Shirud Road,

Opp. Sona Gas Agency, Shahada, Dist. Nandurbar – 425409.

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.**

WHEREAS the Party of the First part i.e Promoter , the owner is absolutely entitled to and / or seized and possessed of free from all encumbrances whatsoever buildable landed **S. No. 200/6/1 out of which Plot no 1A area admeasuring 4581.90 sq. mtrs** lying and being at Nashik city-1 shiwar, Dist Nashik, Thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

AND WHEREAS the Promoter had purchased the said project land **S. No. 200/6/1**, having area admeasuring **6505.90** sq.mtrs. from the previous owner Smt. Krushnabai Kashinath Mandlik & others 28 by registered Sale Deed dated 26/12/2014 which was duly registered at the office of Sub-Registrar, Nashik-1 at document Sr. no. 11318. On the basis of the said Sale Deed Mutation Entry No. 95974 is certified for recording their names in the “Ownership” column of the 7/12 extract.

AND WHEREAS area admeasuring 8200.00 sq. meter out of area 8662.90 sq. meter out of S. No. 200/6/1 was converted for Non Agricultural use as per Na Harakat certificate from Collector Nasik vide their letter no Kra/ maha / Kaksha - 3 / 4 / NA / 319 / 2013 , Nasik dated 10/01/2014 and NA Sanad from Tahasildar Nasik vide their letter no. kra jama - 1 / ragi no. / 88 / 2016 Nashik dated 30/07/2016.

AND WHEREAS NASA construction Private Ltd. through Sagar M. Bonde and Compact Builders and Developers through Pramila Sunil Patil had prepared Layout for S.No. 200/6/1 for area admeasuring 8219.37 sq.mtrs. which was approved by Nashik Municipal Corporation vide their letter number Ja Kra/Nanivi/Antim/325/2022 dated 31/03/2022.

AND WHEREAS Nasa Construction Pvt. Ltd. through Director Mr. Sagar Mahadevrao Bonde and Compact Builders and Developers through Pramila Sunil Patil had prepared the sub division Plan for plot no. 1 out of S. No. 200/6/1 which was approved by the Nashik Municipal corporation vide its Commencement Certificate no. LND/BP/C1/352/2022 dated

31/10/2022. As per the said Sub Division plan, plot no 1 was sub divided as plot no. 1A admeasuring 4581.90 sq.mtrs. and plot no 1 B admeasuring 1942 sq.mtrs.

AND WHEREAS Nasa Construction Pvt. Ltd. through Director Mr. Sagar Mahadevrao Bonde had prepared the Building Plan for S.No. 200/6/1 plot no 1 A and which was approved by the Nashik Municipal corporation vide its Commencement Certificate no LND/BP/C1/352/2022 dated 31/10/2022.

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

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

AND WHEREAS the Promoter would be constructing a building in the said project named "**MILLENNIUM TOWER**" sactioned by Nashik Municipal Corporation , which is under construction having Ground + 15 floors in A wing which consist of 12 shops on Ground Floor & 4 Flats on each Floor and also Ground +8 Floors in B wing consist of 4 Flats on each Floor i.e. 12 shops and 92 flats which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "the Project Land") and to construct thereon building in accordance with the terms and conditions contained in permission of Nashik Municipal Corporation

AND WHEREAS the Allottee is offered an Apartment bearing number **Flat No. A-603 on Sixth Floor in A wing**, (herein after referred to as the said "Apartment") of the building called "**MILLENNIUM TOWER**" (herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Real Estate Regulatory Authority ,at no. **P51600048892** authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed as a Structural Engineer Namely Shailesh Dhumane for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the Sale Deed, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter 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 Allottee/s, 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 namely Ravi Amrutkar and Associates 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 Advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII 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 concerned local authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2';

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D';

AND WHEREAS the Promoter has got some approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said buildings/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, the 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 upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said approved plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment **Flat No. A-603 on Sixth Floor** in **A wing** in building being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment in 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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, 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/s has/have paid to the Promoter a sum of **Rs. 3,50,000/ - (Rupees Three Lakh Fifty Thousand only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the

Promoter to the Allottee/s, (as advance payment or Application Fee) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s 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 Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **P51600048892**.

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the allottee hereby agrees to Purchase the (Apartment/plot) and garage/covered parking (if applicable)

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

1. The Promoter shall construct a building consisting of Ground + 15 floors in A wing which consist of 12 shops on Ground Floor & 4 Flats on each Floor and Ground +8 Floors in B wing consist of 4 Flats on each 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 in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law.

1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee

- (i) **Apartment Flat No. A-603**
- (ii) **On Sixth Floor in A Wing**
- (iii) **Carpet area admeasuring 62.55 sq. metres.**
- (iv) **In the building along with area of balcony attached to Apartment admeasuring 6.68 sq.mtrs.,**

(hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. 30,00,000/- (Rupees Thirty Lakh only)** - including the proportionate price of the common areas and facilities which are more particularly described in the second schedule annexed herewith. (the price of the Apartment including the proportionate price of common areas and facilities and parking space should be shown separately)

The Promoter decided for the sake of orderly use and to avoid disputes in future regarding allotted parking to the member of the said scheme for car/ scooter / cycle parking on ‘first come first serve’ basis. And all the Allottees/Purchasers themselves willingly agreed for the same and the said parking space is allotted to the flat purchaser by a separate allotment letter. Open parking will be allotted to the said flat purchaser.

The total aggregate consideration amount for the apartment is thus **Rs. 30,00,000/- (Rupees Thirty Lakh Only)**.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only)** as advance payment / part payment of consideration as mentioned below : -

AMOUNT	PARTICULAR
Rs. 1,50,000/-	Rupees One Lakh Fifty Thousand Only Received by Cheque No. 104051 Dtd. 01/07/2023 Drawn on Axis Bank Ltd.
Rs. 1,00,000/-	Rupees One Lakh Only Received by Cheque No. 157467 Dtd. 01/07/2023 Drawn on State Bank of India

Rs. 1,00,000/-	Rupees One Lakh Only Received by Cheque No. 000002 Dtd. 14/06/2023 Drawn on Bank of Baroda
Rs. 3,50,000/-	Total Rupees Three Lakh Fifty Thousand Only

and hereby agrees to pay to that Promoter the balance amount of **Rs. 26,50,000/- (Rupees Twenty Six Lakh Fifty Thousand Only)** in the following manner:-

1(c) PAYMENT PLAN

Amount Rupees

- (i) Amount of **Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only)** (not exceeding 30 percent of total consideration) to be paid to the Promoter after execution of Agreement.
- (ii) Amount of **Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand Only)** (not exceeding 45 percent of total consideration) to be paid to the Promoter on the completion of plinth level of the building in which the said apartment is located.
- (iii) Amount of **Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only)** (not exceeding 70 percent of total consideration) to be paid to the Promoter on the completion of slabs including podiums and stilts of the building in which the said apartment is located.
- (iv) Amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** (not exceeding 75 percent of total consideration) to be paid to the Promoter on the completion of walls, internal plaster, floorings, doors and windows of the building in which the said apartment is located.
- (v) Amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** (not exceeding 80 percent of total consideration) to be paid to the Promoter on the completion of Sanitary fittings, staircases, lift, wells, electric fittings, lobbies up to the floor level of the building in which the said apartment is located.
- (vi) Amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** (not exceeding 85 percent of total consideration) to be paid to the Promoter on the completion of plumbing and external finishing, elevation, terraces with water proofing, of the Building in which the said apartment is located.
- (vii) Amount of **Rs. 3,00,000/- (Rupees Three Lakh Only)** (not exceeding 95 percent of total consideration) to be paid to the Promoter on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the Building in which the said apartment is located.

(viii) Balance amount of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** against and at the time of handing over 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 Taxes consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) 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) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the allottee by discounting such early payments @ **0%** per annum for the period by which the respective installment has been postponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such

an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes 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 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/her/their payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further sub divided into multiple installments linked to number of basements/podiums/floors in case of multi storied building/ wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee 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 Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4581.90 square meters only and promoter has planned to utilize Floor Space Index of 2290.95 sq. mtrs by availing of TDR/ FSI or FSI available on payment of Premiums or FSI available as incentive FSI by implementing various scheme as mentioned

in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed Floor Space Index of 9541.48 sq. mtrs. as proposed to be utilized by him on project land in the said project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment are as set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or **Before 31/12/2029** If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its/ his control and of its/his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him / it ,in respect of the said Apartment, with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance

charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay Maintenance charges as applicable.

7.4 If within period of five years from handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residential & Commercial use. He/She/It shall use the parking space only for purpose of keeping or parking vehicle.

9. **As there are 3 wings of Millenium Towers each wing is to be** the Allottee along with other allottee(s)s of Apartments shall join in forming and registering the Association of Apartments to be known by named **“MILLENNIUM TOWER WING A, B, C”** or some such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the named **“MILLENNIUM TOWER WING A, B, C”** and for becoming a

member, shall duly fill in, sign and return the requisite papers to the Promoter within seven days from the date of receipt of such papers so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in such papers, as may be required by the concerned Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society / Apartment Condominium, as aforesaid, cause to be transferred to the society/ Apartment Condominium all the right, title and interest of the Promoter and / or owners in said structure of the Building or wing in which the said apartment is situated.

9.2 The Promoter shall, within three months of Registration of the Apex body of Societies/ Apartment Condominium, cause to be transferred to the Apex body all the right, title and the interest of the Promoter and/ or owners in the Project Land on which the building with multiple wings or building are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building 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. Until the Condominium or Limited Company etc, is formed and the said structure of the building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's shares so determined the Allottee shall pay to the Promoter provisional monthly contributions Rs. per month towards the outgoings.

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of the Society. 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 Promoter to the Society/ Apartment Condominium.

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

(i) Rs. 1.35 Ps. Per Sq.Ft. for Built-up area as per Rera for deposits towards monthly contribution towards outgoings of Society/ Apartment Condominium.

(ii) Rs.1,00,000/- for deposits of maintenance of Club House, Swimming Pool, and other Common Amenities, Charges which will be credited to Chairman of Apartment of Millenium Towers A, B, C..

11. At the time of registration of Deed of Apartments, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said society or Apartment on such conveyance or lease or any document or instrument of transfer in respect of the structure.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further , all approvals, licenses and

permits to be issued by competent authorities with respect to the project, project land and said building / wing shall be obtained by following due process of law and the Promoter has been and shall , at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment]to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees ,the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the Title Report.

14. The Allottee/s himself/herself /themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and 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, lift, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her/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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable 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, Paradise or other structural members in the Apartment without the prior written permission of the Promoter and/or the Apartments Association or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/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 Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and the prior written permission of the Promoter is obtained.

x. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Apartment Condominium 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 project land on which the building in which Apartment is situated is executed in favour of Apartment Holders, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Holders, as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has agreed to purchase such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the allottee signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the subregistrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT:-

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case

of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total usable floor area of all the Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

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

27. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee- 1) **MR. MAYUR MEJARSING PARDESHI**
2) **MRS. SHAMLEE MAYUR PARDESHI**

(Allottee's Address) - R/at- 54, Tapi Residency, Shirud Road,
Opp. Sona Gas Agency, Shahada,
Dist. Nandurbar – 425409.

Notified Email ID: - _____@gmail.com

(Promoter Name) - **MS. NASA CONSTRUCTION PVT LTD**
Through It's Director
SHRI. SAGAR MAHADEORAO BONDE

(Promoter Address) - Its office at - B-206, Meghdoot Shopping Centre
Opp. to C.B.S ,Nashik

Notified Email ID: - **anand.sagar74@gmail.com**

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. Dispute Resolution

Any dispute between parties shall be settled amicably. In case of failure to settle 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, thereunder.

31. GOVERNING LAW

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

SCHEDULE- I

(THE SAID PROPERTY REFERRED TO ABOVE)

All that piece and parcel of the land bearing of **S. No. 200/6/1 out of which Plot no 1A area admeasuring 4581.90 sq. mtrs** lying and being at Nashik city-1 shiwar, within the limits of Nashik Municipal Corporation, Nashik and registration and sub registration taluka and Dist Nashik, which property is bounded as shown below :-

On or towards East	:	By 12 Mtrs Wide Road
On or towards West	:	By Plot no. 1B
On or towards South	:	By Adjacent S.No. 200/7
On or towards North	:	By Adjacent S.No. 200/3

SCHEDULE- II

(OF THE SAID PREMISES REFERRED TO ABOVE)

The premises of **Flat No. A-603** on the **Sixth Floor in A wing** in **"MILLENNIUM TOWER"** having **Carpet area admeasuring 62.55 sq. metres.** in the building along with area of balcony **attached to Apartment admeasuring 6.68 sq.mtrs.** which is bounded as shown below:-

- On or towards East : By **Marginal Space**
- On or towards West : By **Marginal Space & Flat No. A-604**
- On or towards South : By **Marginal Space**
- On or towards North : By **Staircase & Flat No. A-602**

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

**SIGNED SEALED & DELIVERED BY
THE WITHIN NAMED ALLOTTEE**

1) **MR. MAYUR MEJARSING PARDESHI** _____

2) **MRS. SHAMLEE MAYUR PARDESHI** _____
ALLOTTEE

**SIGNED SEALED & DELIVERED BY
THE WITHIN NAMED PROMOTER
M/S NASA CONSTRUCTION PVT LTD
Through It's Director
SHRI. SAGAR MAHADEORAO BONDE**

PROMOTER

IN THE PRESENCE OF WITNEESES

1. _____

2. _____

ANNEXURE – A

Name of Advocate- Adv. Vidyullata
Kantilal Tated

Address : Office no. 907, Business
Centre, Govindnagar, Nashik-422009.

Title Report

I have investigated the title of property described in SCHEDULE-I, given above. I also caused the search to have been taken in respect of the said Property. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Promoter, granted by Nashik Municipal Corporation, Nashik - 422002

On perusal of relevant documents and information, I am of the opinion that the buildable landed properties, separated area,(two pieces) (adjoining to each other) All that piece and parcel of the land bearing of **S. No. 200/6/1 out of which Plot no 1A area admeasuring 4581.90 sq. mtrs** lying and being at Nashik city-1 shiwar, Dist Nashik , owned by **M/S NASA CONSTRUCTION PVT LTD** Through It's Director **SHRI. SAGAR MAHADEORAO BONDE** mentioned in FIRST SCHEDULE are free and marketable.

The Promoter therefore, is authorized, empowered, entitled to develop the said Property by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "ownership scheme", and to sell and/or otherwise dispose the same to any intending purchaser/s.

(Mrs. Vidyullata K. Tated)
ADVOCATE,

0-0-0-0-0

ANNEXURE – E

(A) SPECIFICATIONS AND COMMON AMENITIES FOR THE APARTMENT

a. COMMON AMENITIES:

1. STRUCTURE:-

- Earthquake resistant R.C.C. frame structure.

2. INTERNAL/EXTERNAL:

- Brickwork-external 6" light weight block/flyash. Internal 4" light weight block/flyash.
- Gypsum/POP finish for walls in the entire flat.
- Internal wall finish with O.B.D. paint, or similar.
- Double coat external plaster.
- External apex paint or similar.
- Lift with battery back-up or generator back-up.

3. FLOORING:-

- 24" x 24" vitrified porcelain flooring in all rooms.

4. KITCHEN:-

- Granite kitchen platform with stainless steel sink.
- Glazed tiles up to 4' on kitchen platform.
- Aqua guard point, power point for refrigerator.

5. ELECTRIFICATION:-

- Concealed wiring with circuit breakers.
- Adequate electrical points along with modular switches.
- T.V. point in living room

6. DOORS AND WINDOWS:-

- Decorative main door with attractive fittings.
- Night latch on main door.
- Laminated frames for all doors.
- Three track sliding windows with mosquito net, safety grill and granite sill.

7. BATHROOM/TOILET:-

- Toilet will be provided with granite door frames.
- 7"Height glazed tiles with anti skid ceramic flooring.
- Concealed plumbing with good quality fitting and wall mixer.
- Provision for stop cock.
- Provision for washing machine.