

Valuation Chart No. : 16.1  
Government Valuation : Rs.22,23,500/-  
Purchase Price : Rs.22,23,500/-  
Stamp Duty : Rs.1,33,500/-  
Registration Fees : Rs.22,240/-

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### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Nashik on this 28<sup>th</sup> day of June in the year 2019.

BETWEEN

✓ SHRI. PAVAN NATHAMAL BEDMUTHA,

Age - 50 years, Occupation - Business,

PAN : AGHPB1990K

R/o. :- 17, Navkar Residency, Opp. Jain Mandir, Racca Colony, Sharanpur Road, Nashik-422002.

Hereinafter referred to as "THE VENDOR / OWNER / DEVELOPER / BUILDER" (which expression shall unless it be repugnant to the lands, context or meaning thereof mean and include his heirs, executors, administrators and assigns etc.) OF THE FIRST PART.

AND

✓ SMT. CHABI NIVRUTI GANGODE

Age - 30 years, Occupation - Service

PAN : ATCPG6440R

AADHAR : 208254234891

R/o.:- Room No.8, Line No.1, Government Quarters, Harsul, Taluka Trambakeshwar, District Nashik-422204.

Hereinafter referred to as the "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her, heirs, executors, Administrators, assigns, etc.) OF THE SECOND PART.

AND WHEREAS the said property bearing Plot No.27 & 29 out of S. No. 241/1C+1A/1-1/2-1 totally admeasuring area 1124.58 Sq. Mtrs. of situated at Village Mhasrul, Tal. & Dist. Nashik and within the limits of Nashik Municipal Corporation, Nashik hereinafter called the SAID PROPERTY is more particular described in the SCHEDULE I hereunder us absolutely owned and possessed by the VENDOR / OWNER / DEVELOPER / BUILDER which is purchased from Mr. Vijaykumar Arjundas Luthara and Mr. Darshanlal Divanchand Gaba respectively by a registered Sale Deed on 21/10/2010 which is registered in the office of the Joint Sub Registrar, Class II, Nashik-3 at serial No.10015/2010 and 10016/2010 respectively and the name of the VENDOR / OWNER / DEVELOPER / BUILDER is entered in the record of rights by Mutation Entry No.15762 and 15763 respectively.

AND WHEREAS the vendor has prepared a building plan and submitted for sanctioning to the Nashik Municipal Corporation, Nashik, Town Planning Authority and the said building plan is sanctioned by the Nashik

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Municipal Corporation, Nashik Commencement Certificate No.LND/BP/WS/PANCH/C-2/273 dtd.18/06/2011 and according to that the Vendor has started construction thereon. And after that the vendor has prepared revised/amended building plan and submitted for sanctioning to the Nashik Municipal Corporation, Nashik, Town Planning Authority and the said revised/amended building plan is sanctioned by the Nashik Municipal Corporation, Nashik Commencement Certificate No.LND/BP/Panch/C-2/209/1078 dtd.25/06/2014. As per the sanctioned building plan the Vendor has completed the construction of building NAVKAR NEST and for the same Nashik Municipal Corporation, Nashik, Town Planning Authority has given the Completion Certificate No.TPD/PANCHAWATI/17877/ 2826 dtd.15/11/2014.

AND WHEREAS the purchasers demanded from the vendor & the vendor has given inspection to the purchasers and delivered the copies of all the documents, Sale Deed, Building Plan, Designs and Specifications prepared by the Architect of the Vendor for inspection to the Purchasers and delivered of such documents which are specified under the provision of the Maharashtra Ownership Flats (Regulation of promotion of construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred the said Act) and rules made there under, the Purchasers are satisfied about the same.

AND WHEREAS the Vendor has entered into a standard Agreement with Architect registered with the council of Architects and the Vendor has appointed a structural engineer for the preparation of the structural design and drawings of the building and the vendor shall accept the professional supervision of the Architects and structural engineer till the completion of the building.

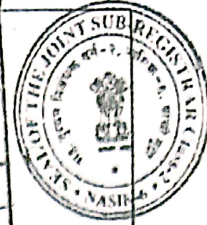
AND WHEREAS the Vendor has the sole & exclusive right to sell the Flat/shop in the said building to be constructed by the Vendor on the said property & enter into agreement/s with purchaser of the flat/shop and to receive sale price in respect thereof.

AND WHEREAS the Purchasers are interested in purchasing the said constructed Flat premises from the Vendor. The Purchaser have investigated the entire documents and the title of the said plot and the status of the premises bearing Flat No.32 on the Third Floor. Hereinafter referred to as the SAID FLAT more particularly described in the SCHEDULE II hereunder.

AND WHEREAS the Purchasers have discussed, negotiated various terms, condition, stipulation and consideration in respect of the SAID FLAT agree to be purchased against this agreement and accordingly decided to record all terms and conditions, stipulating the consideration by executing this Agreement for Sale.

**NOW THIS AGREEMENT WITNESETH AS HEREIN AND IT IS AGREED BY AND BETWEEN THE PARTIES THAT :-**

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1. The Vendor do hereby and hereunder agree to sell the SAID FLAT and assign to the Purchasers all the rights, title, interest as well as common facilities available.

2. The Purchasers hereby agreed to purchase the SAID FLAT from the Vendor and all rights, title and interest thereof as per the scheme described and understood by the Purchasers, along with the amenities available thereto, more particularly described in SCHEDULE III which is separately given to you for the total consideration of Rs.22,23,500/- (In words Twenty Two Lakh Twenty Three Thousand Five Hundred Only) to be paid in manner appearing hereinafter. The Purchasers undertake to pay the agreed consideration price as per the following payment schedule :-

Amount	Particulars
5,000/-	Paid by cash on 26/05/2019.
22,18,500/-	Paid within 30 days from the date of Agreement.
22,23,500/-	In words Twenty Two Lakh Twenty Three Thousand Five Hundred Only

The Vendor/Owner hereby admits and acknowledge receipt of the amount of Rs.5,000/- (In words Five Thousand Only) paid by the Purchaser to him and further agree to receive the balance consideration as stated herein above. The Purchasers agreed to pay the above mentioned consideration price within stipulated period is the essential condition of this agreement. If the Purchasers fails to pay the said amount to the Vendor, the Vendor have right to terminate said agreement without notice. The Purchasers and the Vendor hereby confirm and agree that the above price of consideration of the SAID FLAT is fair and reasonable and as per the prevailing market price and is fixed after the negotiation amongst themselves.

3. The Vendor has declared and confirmed to the Purchasers that the title of the said property and said Flat constructed thereon is clear, valid and marketable and free from all encumbrances and do that effect has produced all the relevant documents thereof for the inspection of the Purchasers. The Purchasers have duly perused the same and has satisfied himself regarding the title of the Vendor to the said property and the said flat and within such scope of ownership, title rights and interests and other benefits available to the SAID FLAT from the Vendor for the above price of construction.

4. The Vendor do hereby and hereunder agree to transfer, convey, assign and release all their rights, title and interest in the said internal of SAID FLAT in favour of the Purchasers forever as the Vendor with due rights and authorities subject to the full and final receipt of consideration price as mentioned herein from the Purchasers.

5. It is expressly agreed by the Purchasers that time for payment of each of the aforesaid consideration is the ESSENCE of this Agreement. In the event of the Purchasers making any default of payment of the purchase price on the due date, as stated above, the Vendor shall be entitled to

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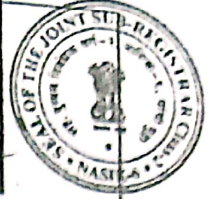


terminate this Agreement and in that event to forfeit all and/or any of the amount if paid by the Purchasers towards installment of purchase price and the Vendor shall be at liberty and entitled to sell the SAID FLAT to any other party, firm or institution for any such consideration as the Vendor in his discretion may deem fit. For claim of any amount payable issuance of a notice shall not be a requirement, as expressly agreed to both the parties. In case of default of payment of due amounts, the Purchasers shall be under obligation to pay interest at rate of 24% p.a.

6. The Vendor/Owner has explained the scheme of Development to the Purchasers and it has been understood by the Purchasers shall purchase the said flat without any rights, title or interest over the properties attached to the building constructed over the said property, such as open spaces, parking spaces, remaining F.S.I., garage. The Purchasers have no rights to use private parking space, private garden space, marginal space, top terrace of the building. Therefore, it is hereby expressly agreed by the Purchasers, while entering into this transaction that the parties hereto have clear understanding of the sale and purchase of the flat and its beneficial user thereof alongwith rights of access available to the said flat and amenities thereof as mentioned in the SCHEDULE III written hereunder. However, beyond that the Vendor/Owner has not proposed any sell or has not assured any benefit to the Purchaser by virtue of these presents. Therefore, on the basis of this agreement for sale, the Purchasers shall not have any right, title or interest or claim over any other estate available to the said property of the SAID FLAT. Therefore, all such assets, properties and facilities appertaining to the said property shall be the belongings of the Vendor/Owner and the Vendor/Owner shall be entitled to deal with or disposed-off the same as per his own wishes and for which the Purchasers undertake not to be raise objection nor shall be entitled to do so. Further, it is expressly agreed by the Purchasers while entering into transaction of purchase of the SAID FLAT that the area of the SAID FLAT shall be calculated and measured on the basis of built up area, which will be measured and calculated by considering of the area of the SAID FLAT, the unfinished wall thickness, entire area of the balconies proportionate constructed are of staircase, lift space and common parking, common toilets. The said scheme of built up area is explained to the Purchase with the understanding of the above calculations and on an understanding above calculation of the area of said premises on above mentioned mode of measurement. The Purchasers to accept the said calculation of the said area of the SAID FLAT, the Purchasers hereby undertake not to cause any dispute on measurement of said built up area on above basis.

7. The Vendor/Owner shall be entitled to revise or modify the building plan prepared for said construction without disturbing design and area planned for the SAID FLAT, agreed to be sold under these presents. The Vendor/Owner shall have rights, powers and authorities for causing various constructions and/or to make additions, alterations or modification in any constructions or to put up additional stories over the

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said property, as his own property, as may be permitted by the Govt. of Maharashtra, Town Planning Authorities of the Nashik Municipal Corporation, Nashik. However, the Purchasers shall not be entitled to raise any objections for such additions, alterations, modifications proposed or caused by the VENDOR / OWNER / DEVELOPER / BUILDER, unless and until such rights are made available to the Purchasers by the Declaration Deed. The Vendor/Owner will be competent to dispose off or deal with such properties.

8. It is agreed by the parties here that the Vendor/Owner shall hand over possession of the said flat to the Purchasers on receipt of full and final amount of consideration price of the SAID FLAT from the Purchasers. The Vendor/Owner shall inform the Purchasers, in writing, about the same and thereafter the Purchasers shall be under obligation to obtain possession of the SAID FLAT within a period of 15 days from the receipt of such notice and upon paying entire price of consideration thereof. However, under no circumstances, the possession of the said flat shall be handed over to the Purchasers, unless and until, the entire amount and charges mentioned herein are satisfied by Purchasers to the Vendor/Owner.

9. The Vendor/Owner shall, in respect of any amount remaining unpaid by the Purchasers, under the terms and conditions of this agreement, has a right to have first lien and charge over the said flat agreed to be purchased by Purchasers by virtue of these presence.

10. It has been agreed that the Purchasers shall pay the following expenses to the Vendor/Owner, as part of this agreement, apart from the agreed consideration cost herein.

- a. An amount required for providing electricity connections, transformer and electric meter.
- b. An amount towards provision of water connection from the municipal line.
- c. All the expenses i.e. stamp duty, registration fees, legal and when demanded.
- d. Sales tax, VAT, LBT, service tax or other taxes or charges levied by any competent authority or as may be paid by the Vendor for the present transaction.

All the above amounts stated at 10 (a) to (d) shall be paid by the Purchasers, apart from the said consideration price of the said flat. So also the provision of above facilities shall not create any obligation on the part of the Vendor/Owner.

11. The Purchasers shall contribute his proportionate share towards municipal and revenue charges and maintenance charges from the sue date of possession and shall deposit the same with the Vendor/Owner within 8 days from the demand so made thereof. However, so long as all the constructed premises in the NAVKAR NEST are not separately assessed for municipal taxes, electricity and water consumption charges or any other revenue taxes and outgoing thereof, the Purchasers shall

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have to pay his proportionate share of these taxes, which shall be calculated on the SAID FLAT acquired by the Purchasers under these presents.

12. The parties hereto expressly agree that the consideration price of the SAID FLAT is based on the current prices prevalent in the building material required for the said building. However, in case of increase in the price of these items of more than 15%, due to overall inflation or whatsoever reason, the items Vendor/Owner may, in his absolute discretion increase the consideration price of the said flat and the Purchasers hereby undertake to pay such increased consideration price in equal installments with the remaining installments as and when they become due, but before taking possession of the said flat.

13. The Purchasers hereby agree and undertake to abide by the rules and regulation that are framed and that would be framed, by the Vendor/Owner for the NAVKAR NEST and shall do all and every reasonable act i.e. required to be done thereof .

14. The Purchasers hereby agree to obtain conveyance of the said flat under the scheme of Apartment of the Maharashtra. Apartment ownership Act, 1970 on the basis of said Deed of Declaration made by the Vendor/Owner. However, the fixation of mode of final conveyance is an exclusive authority of the Vendor/Owner and the Purchasers shall not create any dispute on the point of mode of conveyance and the terms and conditions thereof at the time of obtaining final conveyance of the said flat.

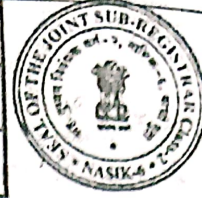
**15. THE PURCHASERS HEREBY AGREES THAT :-**

A. The Vendor/Owner shall be entitled to construct, transfer, assign and dispose off the constructed premises, along with one or more terrace and without open space attached thereto, on ownership basis and/or otherwise. The Purchasers and/or the Purchaser of the other premises in the said building shall not interfere with the exclusive use and enjoyment of such terrace premises and/or open space appurtenant thereto.

B. The Vendor/Owner shall be entitled to sell or otherwise dispose off the rights of the Parking, Garages, office, terrace/terraces of the building for the purpose or putting up or displaying advertisement, hoarding on ground floor as well as on terrace other open space, sign boards, their illumination thereof and/or to allow temporary or permanent construction or erection of installation either on the terrace/terraces or on the exterior of said building or on the said property, as access is available to the said "NAVKAR NEST" for approaching the common terraces, water tanks and rooms, if any.

C. The stilt portion, parking shall belong to the Vendor/Owner/Developer, who along shall have the rights to deal with or dispose off the same.

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D. The Purchasers shall abide by the rules and regulations framed or to be framed, by the Vendor/Owner and to do all every reasonable act that is required to be done thereof.

E. It is hereby agreed by the parties that till all the FLAT and are sold or allotted to the prospective Purchasers, the Vendor/Owner shall be entitled to retain with the unsold premises, office, parking spaces, garages and other premises and no maintenance charges and taxes and other out going would become payable by the Vendor/Owner in respect of such unsold premises also no donation for the same.

F. If the Purchasers want to sale/ transfer the SAID FLAT premises he cannot sale, transfer unless and until made full and final payment of consideration price to the Vendor/Owner.

16. At the time of taking of possession of the said Flat, the Purchasers shall verify and examine the quality of construction and the provision of all amenities as per this Agreement either himself or by appointing any technical person. In case of variation in the execution of construction or provision of amenities, the Purchasers shall be at liberty to point out the same to the Vendor/Owner. Which shall be rectified by the Vendor/Owner at his own cost and expenses. However, once the possession of said flat is handed over to the Purchasers and the Purchasers start use and occupation of it, the Purchasers shall not be entitled to take any objection regarding execution of said construction or provision of amenities thereof, nor shall any complaint or objections in this behalf shall be entertained by the Vendor/Owner.

17. The Purchasers or any other person claiming any rights, title or interest upon the said flat, through the Purchasers, do hereby covenant with the Vendor/Owner as under :-

a. To maintain the said flat at the Purchasers own costs, in good tenable, repair and condition from the date of License to enter the said is taken and shall not change/alter or make addition in /or to the building or to the said flat itself or any part thereof or do or suffer to be done anything in the staircase or bye-laws concerned local or any other authority and do not change in elevation of the building.

b. Not to store in the said flat any goods which are hazardous, combustible or of dangerous nature or so heavy as to damage the construction or structure of the building or storing of which goods is objected by the concerned local or any other government authorities and shall not carry or cause to be carried any heavy packages on it.

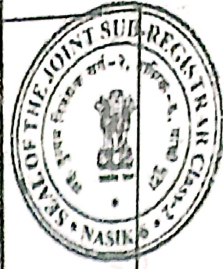
c. Not to throw any dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said premises of the said land building.

d. The purchasers shall not let, sublet, transfer, assign or part with the license to enter into the said flat until all the dues payable by the Purchasers to the Vendor/Owner under this Agreement are fully paid up

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provision of law and rules. The Purchasers also further agrees to deposit the required amount for stamp, registration fees and allied expenses for execution of Deed of Apartment as per then prevalent valuation and demand thereof.

23. The rights and benefits available to the said Purchasers under this contract shall be for the constructed internal part of the property, more particularly described in SCHEDULE II and amenities thereof in SCHEDULE III. However, in case of any further benefits in terms if either FSI or additional terrace, balconies, parking space, marginal space or any such other type are made available to said property, then all such assets, FSI and benefits shall be the sole property of the Vendor/Owner.

24. The transaction covered under this agreement is not understood to be liable for any taxation of the state or central Government or Local bodies. However, in case of any demands to this effect are made on the basis of nay prevalent law, rules or regulations or any Act or amendments thereof, during the course of contract, in respect of this agreement, taxes or penalties shall be borne by and paid by the Purchasers proportionately, without raising any dispute or objection in that behalf.

25. The Vendor/Owner hereby agrees to observe, perform and complete with all the terms, conditions, stipulations and restriction, if any, which may have been imposed by the concerned local Authority at the time of sanctioning the building plans or thereafter and shall before handing over possession of the said flat to the purchasers and obtain from the Assistant Director, Town Planning, Nashik Municipal Corporation occupation and/or Completion Certificate in respect of the entire building as such and particularly for the said flat in question.

26. The Vendor/Owner has exclusive right on the terrace of the said building, the Purchasers have no right to take any objection about the same.

27. In notice, letters and other correspondence, if sent under Certificate of posting to the Purchasers at the address cited herein above, shall be a sufficient proof of receipt of such communication by the Purchasers.

28. The Vendor/Owner along has agreed to bear the stamp duty, registration fees, legal fees, typing, Xerox, and other incidental expenses thereto and accordingly has paid the same.

**SCHEDULE - I OF THE SAID PLOT PROPERTY HEREIN ABOVE REFERRED TO :-**

All that piece and parcel of the land bearing Plot No. 27 and 29 out of approved layout of S.No. 241/1C+1A/1-1/2-1 totally admeasuring 1124.58 Sq. Mtrs. of situated at Village Mhasrul, Taluka and District Nashik and within the limits of the Nashik Municipal Corporation, Nashik and also within the limits of the registration of Sub Registrar District of Nashik, commonly bounded as follows:

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On or toward East : Colony Road  
On or toward West : Plot No.20, 26 & 28  
On or toward South : Colony Road  
On or toward North : Plot No.21

All the said property together with all things and rights of easement and access appurtenant thereto along with TDR.

**SCHEDULE - II OF THE SAID FLAT PROPERTY HEREIN ABOVE REFEREED TO :-**

All that piece and parcel of constructed FLAT NO.32 situated on the THIRD FLOOR admeasuring approximately 72.18 Sq. Mtrs. built up in the building known as "NAVKAR NEST" duly constructed on the plot property as particularly mentioned in the SCHEDULE - I written herein above, with design, specifications and boundaries as per approved building plan attached here to bounded as follows :-

On or toward East : Passage & Flat No.33  
On or toward West : Side margin of building  
On or toward South : Flat No.31  
On or toward North : Side margin of building

The said flat together with the amenities provided and all rights to use the common and general facilities appurtenant to building.

**SCHEDULE - III OF THE SPECIFICAION AND AMENITIES PROVIDED IN THE SAID PROPERTY HEREIN ABOVE REFERRED TO.**

1. Building Structure - The structure shall be RCC framed type with 6" thick work on outer wall and 4" brick work for inner walls. Internal walls will be Neru Plaster and outer wall will be sand face plastered.
2. Flooring will be in Spartex plain colors.
3. Sliding window with M.S. grill with glass will be provided.
4. Flush door will be provided
5. All door shutters will be painted with oil paint.
6. Glazed tiles W.C. with 4 Ft. dado.
7. Glazed tiles to bathroom with dado up to 7 ft. level.
8. Distemper color to internal walls and cement paint to external walls.
9. Overhead slab on bathroom and toilet will be provided.
10. Casing electric fitting in all rooms
11. Kitchen platform in green Marble.
12. One wash basin of 16' X 22' will be provided.
13. Conceal plumbing fitting.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED, SEALED & DELIVERED  
BY THE WITHIN NAMED  
SHRI. PAVAN NATHAMAL BEDMUTHA  
[THE VENDOR/OWNER]



*(Handwritten signature)*

