

Valuation Chart No.	:	16.18
Govt. Rate/ Sq.mtrs.	:	28,400/-
Carpet Area of the Flat	:	-----Sq.Mtr.
Balcony Area	:	-----Sq.Mtr.
Govt.Valuation	:	-----/-
Consideration Cost	:	-----/-
Stamp Duty	:	-----/-
Registration Fee	:	-----/-

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AGREEMENT FOR SALE

AGREEMENT FOR SALE made & executed at Nashik on this ---- day of October 2022 at Nashik.....

BETWEEN

1.Mr.Balu Kisan Jadhav,

Age : 60 Yrs., Occ. Retired,

PAN.ABKPJ4412C

Aadhar: 8029 8204 8852

2.Mrs.Anjusha Balu Jadhav

Age : 52 Yrs., Occ. Housewife,

PAN.ALVPJ0593R

Aadhar: 6055 1363 4831

3.Mr.Rahul Balasaheb Jadhav

Age : 29 Yrs., Occ. Service,

PAN. ARHPJ6278R

Aadhar: 2182 1358 7705

No.1 to 3 R/o.14, Vicky Bungalow, Shrihari

Krupa Society, Dindori Road, Mhasrul, Nashik

4.Mr.Uttamrao Kisan Jadhav

Age : 49 Yrs., Occ. Business,

PAN. AQFPJ6158H

Aadhar: 8758 6579 7066

R/o.Laxmi, Row House No.33,Rasbihari Road,

Gayatri Nagar, Nashik.

No.1 to 4 through their

Developer & Attorney holder

Mrs.Muktaben Purushottambhai Narodiya

Age : 65 Yrs., Occ. Business,

PAN. AESPN7387P

Aadhar: 5139 4907 2195

R/o.Gayatri, Hariom colony, Near Pavannagar

Water Tank, Kamatwada, Nashik

Through attorney holder

Mr.Manish Purushottam Narodiya

Age : 45 Yrs., Occ. Business,

Aadhar: 5879 3404 3467

R/o.As above.

Hereinafter referred to as the PROMOTER / OWNERS / VENDOR / SELLER & DEVELOPER (which expression shall unless it be repugnant to the context or meaning thereof be deemed mean and include his/her heirs, executors, administrators, successors-in-interest, executors, administrators & per-mitted assignees etc.).

AND**Mr.**-----

Age : ----- Yrs., Occ.-----,

PAN.**Aadhar No.**

R/o.

Hereinafter referred to as the **PURCHASER/S/ALOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof be deemed mean and include his/her heirs, executors, administrators, successors in interest, executors, administrators & permitted assignees etc.).

AND WHEREAS the owner/s is/are well and sufficiently entitled to all that piece and parcel of non-agricultural property bearing plot No.80 area adm. 666.40 sq.mtr. out of S.No.154/1/2 /5/6/7 situated at village Mhasrul, Tal.& Dist. Nashik and within the local limits of Nashik Municipal Corporation and registration sub district and district at Nashik (more particularly described in schedule-I written hereunder and hereinafter for the sake of brevity is referred to as the said property)

The abovesaid N.A. property lying and being at Mhasrul bearing Plot No.80. The plot owners Mr.Balu Kisan Jadhav and others purchased from M/s.Ravi Constructions and Developers through partner Ravindra Mahadu Patil attorney holder of land owners Pradip Sudamrao Morade and others by way of registered sale deed No.879/2022 dtd.28.01.2022. Hence the names of owners were entered on record.

Thereafter the owners Balu Kisan Jadhav and others interested to develop the plot property hence they executed development agreement and power of attorney in favor of the grantor i.e. Mrs.Muktaben Purushottam Narodiya which are registered at the office of sub-registrar, Nashik respectively at Sr.No.6997/2022 & 7000/2022 dtd.28.06.2022. Accordingly the developer got the rights of development.

AND WHEREAS the title of the said property is clear, marketable and free from all encumbrances. The vendor has submitted to the purchaser/s all necessary documents of title regarding the said property along with approved building plan and after ascertainment of the purchaser/s regarding title of the vendor, purchaser/s has entered in to this Agreement and executed the same.

The layout of the land was approved by Asst. Dir., Town Planning, Nashik Municipal Corporation, Nashik by letter No.Ja.Kra./Nagar Niyojan Vibhag/Antim/179/2020 dtd.22.07.2020.

The land was converted into Non Agricultural use by order of Collector, Nashik bearing order No.Masha/Kaksh/3/2/ Ru.Ka.Aa./

SR/240/2019 dtd.11.10.2019. And the Tahsildar, Nashik given non-agriculture sanad by order No.Jama-1/Regi.No./52/2020 dtd.23.07.2020

The vendor/seller prepared a Residential building plan on subjected title plot which is approved by Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik by Commencement Certificate No.LND /BP/C-2/204/2022 dtd.03.08.2022.

AND WHEREAS the vendor/seller/s is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Vendor/seller/s is/are in possession of the project land.

AND WHEREAS the Vendor/seller/s has/had decided to construct on the schedule-I property a building having **30 Residential Units (Ground Floor Parking and Five Floors with 6 family units on each floor)**.

AND WHEREAS the purchaser/s is desire to purchase an Residential Flat/Shop/ Office unit bearing **Flat No.-----** on the **---- Floor**, (herein after referred to as the said unit) in the building called **“SAKAR PRIME APARTMENT”** being constructed on schedule-I property by the vendor/seller/s.

AND WHEREAS the vendor/seller has entered into a standard Agreement with Architect **V.B.Shardul**.

AND WHEREAS the promoter has registered the project under the provisions of the Real Estate Act, 2016 with the Real Estate Regulatory Authority at Maharashtra Registration **No.-----** authenticated copy is attached to this agreement.

AND WHEREAS the promoter has appointed a structural Engineer **Mr.R.N.Singh** for the preparation of the structural design and drawings of the buildings and the vendor/seller/s 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 vendor/seller/s has sole and exclusive right to sell the units in the said building to be constructed by the vendor/seller/s on the schedule property and to enter into Agreement/s with the purchaser/s/s of the units to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the purchaser/s, the vendor/seller/s has/had given inspection to the purchaser/s of all the documents of title relating to the schedule property and the plans, designs and specifications prepared by the vendor/seller's Architects 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 thereunder.

AND WHEREAS the copy of Certificate of Title issued by Advocate Mr.Anand Vasantrao khairnar & Mr.Pramod Ramchandra Ingale of the vendor/seller/s, authenticated copies of 7/12 extract/ C.T.S. extract and other related Documents, of the schedule property on which the building / units are

to be constructed have been shown to the purchaser/s and required documents are annexed to this agreement.

AND WHEREAS the authenticated copies of the Building plans as approved by the Executive Engineer of Town Planning Department of Nashik Municipal Corporation vide their building permit & Commencement Certificate bearing No.LND/BP/C-2/204/2022 dtd.03.08.2022 annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the vendor/seller/s and according to which the construction of the buildings and open spaces are proposed to be provided for the building have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Building/Unit agreed to be purchased by the Purchaser/s, as sanctioned and approved by the Nashik Municipal Corporation have been annexed hereto.

AND WHEREAS the vendor/seller/s shall obtain the balance approvals from various required authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the schedule-I property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Nashik Municipal Corporation, Nashik.

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

AND WHEREAS the Purchaser/s/s have/has applied to the Promoter/s for purchase of an **Flat No.-----** on **----- Floor** in the building being constructed.

AND WHEREAS the carpet area of the said **Flat is ----- Sq.Mtr. Carpet & Balcony Area ----- Sq.Mtr.**

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 Purchaser/s/s has/had paid to the vendor/seller/s a sum of **Rs.-----/- (In Words ----- Only)** only, being part payment of the sale consideration of the Flat/Shop/Office Unit agreed to be sold by the vendor/seller/s to the purchaser/s/s as advance payment or Application Fee (the payment and receipt whereof the vendor/seller/s both hereby admit and acknowledge) and the Purchaser/s/s has agreed to pay to the vendor/seller/s the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 the Promoter is required to execute a written

Agreement for sale of said Unit with the Purchaser/s/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 vendor/seller/s hereby agrees to sell and the Purchaser/s/s hereby agrees to purchase the unit.

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

1. The vendor/seller/promoters shall construct the said building/s consisting of Ground Floor & First to Fifth floor 06 flats on each floor on the project land in accordance with the plans, designs and specifications as approved by the Nashik Municipal Corporation, Nashik.

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

1.a The Purchaser/s/s hereby agrees to purchase from the vendor/seller and the vendor/seller/s hereby agrees to sell to the purchaser/s/s **Flat No.----- Carpet Area ----- Sq.Mtr., Balcony Area ----- Sq.Mtr. on ----- Floor** in the building "SAKAR PRIME APARTMENT" (hereinafter referred to as "the Building") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. -----/- **(In Words ----- Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1.b. The Purchaser/s/s have agreed to pay to the Vendor/s sum of Rs.----- ----/- **(In Words ----- Only)** as the purchase price in respect of the said premises. The Purchaser/s agreed to pay the vendor/s the agreed price in respect of the said premises in the manner appearing as under.

PAYMENT SCHEDULE

AMOUNT

DETAILS

-----/-

(In Words ----- Only) vendor received from purchaser/s by NEFT dtd.----- transferred from ----- Bank.

-----/- **Total Rupees**

(In Words ----- Only)

1. 15% of the amount to be paid to the promoter by the purchaser on the completion of plinth level of the building in which the said apartment is located.
2. 05% of the amount to be paid to the promoter by the purchaser on the completion of first slab of the building in which the said apartment is located.

3. 05% of the amount to be paid to the promoter by the purchaser on the completion of second slab of the building in which the said apartment is located.
4. 05% of the amount to be paid to the promoter by the purchaser on the completion of third slab of the building in which the said apartment is located.
5. 05% of the amount to be paid to the promoter by the purchaser on the completion of fourth slab of the building in which the said apartment is located.
6. 05% of the amount to be paid to the promoter by the purchaser on the completion of fifth slab of the building in which the said apartment is located.
7. 05% of the amount to be paid to the promoter by the purchaser on the completion of sixth slab of the building in which the said apartment is located.
8. 15% of the amount to be paid to the promoter by the purchaser on the completion of block / brick work of the building in which the said apartment is located.
9. 15% of the amount to be paid to the promoter by the purchaser on the completion of outer plaster of the building in which the said apartment is located.
10. 10% of the amount to be paid to the promoter by the purchaser on the completion of flooring of the building in which the said apartment is located.
11. 10% of the amount to be paid to the promoter by the purchaser on the completion of electrical work of the building in which the said apartment is located.
12. 05% of the amount to be paid to the promoter by the purchaser on receiving the occupancy certificate of the building in which the said apartment is located.

1.c The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added 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 vendor/seller) up to the date of handing over the possession of the [Flat/Shop/_Office/Unit].

1.d 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 vendor/seller/s undertakes and agrees that while raising a demand on the purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the vendor/ seller/s will enclose the said notification/order/ rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the purchaser/s, which shall only be applicable on subsequent payments.

1.e The vendor/seller/s will confirm the final carpet area that has been allotted to the purchaser/s/s after the construction of the Building is complete and the occupancy or completion certificate is granted by the Nashik Municipal Corporation, Nashik, 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 vendor/seller/s. If there is any reduction in the carpet area within the defined limit then vendor/seller/s will refund the excess money paid by purchaser/s/s

within forty-five days with annual interest at the rate specified in the Real Estate Rules, from the date when such an excess amount was paid by the Purchaser/s/s. If there is any increase in the carpet area allotted to Purchaser/s/s the vendor/seller/s shall demand additional amount from the purchaser/s/s 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.

2. The vendor/seller/s hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the NMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the purchaser/s/s, obtain from the NMC occupancy and/or completion certificates in respect of the Unit/Building.

2.1 Time is essence for the vendor/seller/s as well as the purchaser/s/s. The vendor/seller/s shall abide by the time schedule for completing the project and handing over the Unit/building to the purchaser/s/s and the common areas to the association of the purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the purchaser/s/s 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 vendor/seller/s as provided in clause 1 (c) herein above. ("Payment Plan").

3. The vendor/seller/s hereby declares that the Floor Space Index available as on date in respect of the project land. only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation 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 vendor/seller has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and purchaser/s has agreed to purchase the said Shop/Office/Unit based on the proposed construction and sale of units to be carried out by the vendor/seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to vendor/seller only.

4. If the vendor/seller fails to abide by the time schedule for completing the project and handing over the Unit to the purchaser/s, the vendor/seller agrees to pay to the purchaser/s, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the vendor/seller, interest as specified in The Maharashtra Real Estate Rules, on all the delayed payment which become due and payable by the purchaser/s to the vendor/seller under the terms of this Agreement from the date the said amount is payable by the purchaser/s(s) to the vendor/seller.

4.1 Without prejudice to the right of vendor/seller to charge interest in terms of sub clause 4 above, on the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the vendor/seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the

allottee/purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

But vendor/seller have to give notice of fifteen days in writing to the purchaser/s, by Registered Post AD at the address provided by the purchaser/s and mail at the e-mail address provided by the purchaser/s, 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. If the purchaser/s fails to rectify the breach or breaches mentioned by the vendor/seller within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

And upon termination of this Agreement as aforesaid, the vendor/seller shall refund to the purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to vendor/seller) within a period of thirty days of the termination, the installments of sale consideration of the unit which may till then have been paid by the purchaser/s to the vendor/seller.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the vendor/seller in the said building and the Apartment as are annexed hereto.

It is further provided that if any additional amenities or modifications are demanded by the purchaser/s or the specifications are changes at the direction of the purchaser/s, then the purchaser/s in both the events has to pay additional amounts for the changes and also the purchaser/s does hereby agree to pay the said amount due as and when demanded by the vendor. The cost of such modifications, additional amenities shall be determined by the project architect and his decision shall be final. The payment of the amounts is condition precedent.

6. POSSESSION :- The vendor/seller will give possession of the unit to the purchaser/s on or before **March 2025**. If the vendor/seller fails or neglects to give possession of the Unit to the purchaser/s on account of reasons beyond his control by the aforesaid date then the vendor/seller will be liable on demand to refund to the purchaser/s the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the vendor/seller received the sum till the date the amounts and interest thereon is repaid. Provided that the vendor/seller shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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. Procedure for taking possession - The vendor/seller, upon obtaining the occupancy certificate from the NMC and the payment made by the purchaser/s as per the agreement shall offer in writing the possession of the Unit to the purchaser/s in terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and the vendor/seller shall give possession of the Unit to the purchaser/s. The vendor/seller agrees and undertakes to indemnify the purchaser/s/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the vendor/seller. The purchaser/s agree(s) to pay the maintenance charges as determined by the

vendor/seller or association of purchaser/s, as the case may be. The vendor/seller on its behalf shall offer the possession to the purchaser/s in writing within 15 days of receiving the occupancy certificate of the Project.

7.1 The Purchaser/s/s shall take possession of the unit within 15 days of the written notice from the vendor/seller to the purchaser/s/s intimating that the said unit is ready for use and occupancy:

7.2 Failure of purchaser/s/s to take Possession of Unit Upon receiving a written intimation from the vendor/seller/s as per clause 7 the purchaser/s shall take possession of the Unit from the vendor/seller/s by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the vendor/seller/s shall give possession of the Unit to the purchaser/s. In case the purchaser/s fails to take possession within the time provided in clause 7 such purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.3 The building is situated at Nashik, the city which has extreme seasonal temperature variations due to which cracks appear on the interior as well as exterior of the building.

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

8. The purchaser/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. **FORMATION OF APARTMENT :-** The purchaser/s along with other purchaser/s of Apartments in the building shall join in forming and registering the Apartment to be known as **"SAKAR PRIME APARTMENT"** and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company or Apartment and for becoming a member, including the byelaws of the proposed Apartment and duly fill in, sign and return to the vendor/seller/s within 15 days of the same being forwarded by the vendor/seller/s to the purchaser/s, so as to enable the vendor/ seller/s to register the common organization of purchaser/s. No objection shall be taken by the purchaser/s if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The vendor/seller/s shall, within three months of registration of Apartment, as aforesaid, cause to be transferred to the Apartment all the right, title and the interest of the Vendor/seller/s and/or the owners in the said structure of the Building in which the said Unit is situated. And after formation of the apartment, the apartment will be the member of existing society.

9.2 The vendor/seller/s shall within three months of registration of the Federation/apex body of the Societies or Limited Company or Apartment, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/seller/s and/or the owners in the land on which the building is constructed.

9.3 Within 15 days after notice in writing is given by the vendor/seller/s to the purchaser/s that the Unit is ready for use and occupancy, the purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company /Apartment is formed and the said structure of the building is transferred to it, the purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

10. The purchaser/s shall on or before delivery of possession of the said premises make payment to the Promoter, the following amounts :-

- (i) Each purchaser of the apartment shall deposit Rs.-----/- towards one time maintenance of the apartment to the builder before possession of the flat. This collected one time maintenance amount will be utilized for the monthly maintenance of the building until the apartment formation. Once the apartment is formed and its Bank account is opened, the remaining one time maintenance amount shall be deposited in the apartments account by the builder. Thereafter all the purchasers shall pay monthly/annually maintenance for maintaining the building as may be decided from time to time by all the members of the apartment.
- (ii) Gst and any other Tax as may be levied on the transaction under this agreement by state Govt. or Central Govt. or local authorities. The purchaser/s undertakes to pay such demands, even the same are made by the concerned authorities even after the final conveyance for the said Unit is executed by the vendor. And the purchaser/s has given amount of against GST to the vendor.
- (iii) Water, Electric, Legal Fee, Apartment Formation Charges, other utility and services charge should be paid by the purchaser to the vendor on time as demanded by the vendor.

11. The purchaser/s shall pay to the vendor/seller/s amount required for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the vendor/seller/s in connection with formation of the said Society, or Limited Company or Apartment or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building, the purchaser/s shall pay to the vendor/seller/s, the purchaser/s's share of stamp duty and registration charges payable, by the said Society or Limited Company or Apartment on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the schedule land, the purchaser/s shall pay to the vendor/seller/s, the purchaser/s's share of stamp duty and

registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body of Apartment.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / SELLER/S.

The vendor/seller/s hereby represents and warrants to the Allottee as follows :

- i. The vendor/seller/s has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the schedule-I property land and also has actual, physical and legal possession of the land for the implementation of the Project;
- ii. The vendor/seller/s 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 are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 and common areas;
- vi. The vendor/seller/s 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 purchaser/s created herein, may prejudicially be affected;
- vii. The vendor/seller/s 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 Flat/ Shop/Office Unit which will, in any manner, affect the rights of purchaser/s under this Agreement;
- viii. The vendor/seller/s confirms that the vendor/seller/s is not restricted in any manner whatsoever from selling the said Unit to the purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of purchaser/s the vendor /seller/s shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the purchaser/s;
- x. The vendor/seller/s 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 vendor/seller/s in respect of the project land and/or the Project except those disclosed in the title report.

14. The purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the unit may come, hereby covenants with the vendor/seller/s as follows :-

- i. To maintain the unit at the purchaser's own cost in good and tenable repair and condition from the date that of possession of the unit is taken and shall not do or suffer to be done anything in or to the building in which the unit 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 unit is situated and the Apartment Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the unit 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 unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the unit is situated, including entrances of the building in which the unit is situated and in case any damage is caused to the building in which the unit is situated or the unit on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.

- iii. To carry out at his/her own cost all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the vendor/ seller/s to the purchaser/s and shall not do or suffer to be done anything in or to the building in which the unit is situated or the unit 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 purchaser/s 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 unit 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 unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the unit is situated and shall keep the portion, sewers, drains and pipes in the unit 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 unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the unit without the prior written permission of the vendor/seller/s and/or the Apartment or Society 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

unit 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 unit in the compound or any portion of the project land and the building in which the unit is situated.

vii. Pay to the vendor/seller/s within fifteen days of demand by the vendor/seller/s, his share of security deposit demanded by the concern local authority or Government or giving water, electricity or any other service connection to the building in which the unit 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 unit by the Allottee for any purposes other than for purpose for which it is sold.

ix. The purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the vendor/seller/s under this Agreement are fully paid up.

x. The purchaser/s shall observe and perform all the rules and regulations which the Apartment Association / Society or the Limited Company or unit or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the unit 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 Society / Limited Company / Apartment / Apex Body / Federation regarding the occupancy and use of the unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which unit is situated is executed in favor of Society/Limited Society/Apartment, the purchaser/s 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 said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which unit is situated is executed in favor of Apex Body or Federation, the purchaser/s shall permit the vendor/seller/s 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. The purchaser shall not make any changes in elevation of the building such as enclosures in terraces, balconies, dry balconies, addition of grills etc. and installation of antennas without permission of vendor /promoter.

The purchaser shall not change the windows, windows grill railings of the said flat.

15. The purchaser/s have to use the space given to him by the Vendor / Developer for the purpose of board, banner and name for advertisement of the purchaser/s's business purpose. The purchaser/s will not put up or stick up any poster, name board, banner in any other place of the building.

16. The vendor/seller/s shall maintain a separate account in respect of sums received by the vendor/seller/s from the purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or Apartment or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said unit or of the said Plot and Building or any part thereof. The purchaser/s shall have no claim save and except in respect of the unit hereby agreed to be sold to him 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 Society/Limited Company/Apartment or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. VENDOR/SELLER/S SHALL NOT MORTGAGE OR CREATE A CHARGE

After the vendor/seller/s executes this Agreement they shall not mortgage or create a charge on the Unit 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 purchaser/s who has taken or agreed to take such Apartment. The vendor/seller/s if required then may be obtained project loan on the building.

19. BINDING EFFECT

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

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements,

allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S.

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 purchaser/s of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.

23. 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.

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

Wherever in this Agreement it is stipulated that the purchaser/s has to make any payment, in common with other purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the unit to the total carpet area of all the units in the Project.

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the vendor/seller/s through its authorized signatory at the vendor/seller's Office, or at some other place, which may be mutually agreed between the vendor/seller/s and the purchaser/s, in after the Agreement is duly executed by the purchaser/s and the vendor/seller/s or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

27. This Agreement shall always be subject to the provisions contained in THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and the rules there under and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

28. The purchaser/s and/or vendor/seller/s shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the vendor/seller/s will attend such office and admit execution thereof.

29. That all notices to be served on the purchaser/s and the vendor/seller/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s or the vendor/seller/s by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses given by them.

It shall be the duty of the purchaser/s and the vendor/seller/s 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 purchaser/s, as the case may be.

30. **JOINT PURCHASER/S**

That in case there are Joint purchaser/s all communications shall be sent by the vendor/seller/s to the purchaser/s 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 purchaser/s.

31. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser/s.

32. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. **GOVERNING LAW**

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

34. The promoter has informed the allottee and the all other is aware that the purchase of the said apartment shall be subject to all the following conditions :-

- A. The access to the individual flat shall be as per the sanctioned plan and or revised plan from time to time.
- B. Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC Structure.
- C. The installations of any grill or any doors shall be as per the form prescribed by the vendors / promoters architect.
- D. The car parking area shall not be enclosed under any circumstances.

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

SCHEDULE -I

(OF THE SAID PLOT PROPERTY HEREINABOVE REFERRED TO)

All that piece and parcel of Non-Agricultural plot property bearing Plot No.80 area adm.666.40 sq.mtrs. out of S.No.154/1/2/5/6/7 at Village Mhasrul, within the limits of Nashik Municipal Corporation, within the registration and sub-registration district Nashik, Tal. & Dist. Nashik, and within the Nashik Urban Agglomeration, Nashik, which is bounded as follows :

EAST	:	Plot No.81.
WEST	:	Plot No.79.
SOUTH	:	9 Meter Colony Road.
NORTH	:	Plot No.78.

Al the said properties together with soil, sub soil, easement, and right to use of open space and colony road etc.

SCHEDULE -II

(OF THE SAID PREMISES AGREED TO PURCHASE BY PURCHASER/S HEREIN ABOVE REFERED TO)

On the aforesaid property a building named as "SAKAR PRIME APARTMENT" is under construction from and out of the said building, the premises of Residential Unit details are as follows.

Name of the Project	:	SAKAR PRIME APARTMENT
Flat No.	:	-----
Floor No.	:	-----
Carpet Area	:	----- Sq.Mtr.
Balcony Area	:	----- Sq.Mtr.

The said premises is bounded as shows below.

Boundaries of Flat

EAST	:	
WEST	:	
SOUTH	:	
NORTH	:	

The said unit is together with the Common right to easement of common passage, staircase, terrace, Allotted Car Parking etc.

SCHEDULE -III

OF THE SPECIFICATION AND AMENITIES PROVIDED IN THE SAID
UNIT / BUILDING HEREINABOVE REFERED TO

1. Building will be R.C.C. framed structure with Frame analysis for Earth quake resistant Structure done while designing the building.
2. All external walls will be 6" thick in Brick / block masonry. Internal walls shall be 4" thick brick / block masonry.
3. External plaster sand faced "Double coat" in cement with acrylic paint and internal plaster in neeru finish with lime wash paint.
4. Flooring shall be 24"x 24" vitrified tiles with skirting.
5. Ceramic flooring with Glazed tiles 8" X 8" of size up to 3' will be provided for bathroom and toilet.
7. Concealed plumbing in Toilet.
8. Standard/Concealed wiring in the premises with branded switches.
9. Lift with battery/generator back-up will be provided as a common facility.

If any extra amenities are required by the purchaser/s the same will be provided by vendor after getting extra charges for that.

SCHEDULE IV COMMON EXPENSES TO BE PAID BY THE
OCCUPANTS IN THE BUILDING.

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes, if any and electric wires in under and upon the building and enjoyed or used by the purchaser/s in common with other occupiers of other Units and main entrance, passages, landings and staircases, roofs of the building as enjoyed by the purchaser/s or used by him in common as aforesaid.
2. The cost of clearing and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the purchaser/s in common as aforesaid.
3. The costs of the decorating the exterior of the building.
4. The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by vendor / promoter, Apartment Association or Co Op Society to manage and look after the building.
5. The cost of maintenance of other lights and services charges.
6. Lift maintenance as per contract & govt. norms.
7. Firefighting systems as per govt. norms.
8. Coloring & repairing after every five years.

IN WITNESS WHERE OF, the parties hereto and on the duplicate hereof, set and subscribed their respective hands, seals on the day and month and the year first hereinabove mentioned.

SIGNED, SEALES AND DELIVERED BY
THE WITHINNAMED VENDOR

1.Mr.Balu Kisan Jadhav,
2.Mrs.Anjusha Balu Jadhav
3.Mr.Rahul Balasaheb Jadhav
4.Mr.Uttamrao Kisan Jadhav
No.1 to 4 through their
Developer & Attorney holder
Mrs.Muktaben Purushottambhai Narodiya
Through attorney holder
Mr.Manish Purushottam Narodiya

VENDOR

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED PURCHASER/S

Mr.-----

PURCHASER/S

:: IN PRESENCE OF WITNSSES ::

1]-----

2]-----