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Valuation Chart No.	:	1.3.6
Govt. Rate / Sq.mtrs.	:	37,200/- Sq.Mtrs.
Carpet Area of the Flat	:	55.87 Sq.Mtrs.
Enclosed Balcony Area	:	6.03 Sq.Mtrs.
TOTAL Carpet Area	:	61.90 sq. mtrs.
Normal / Open Balcony Area	:	9.24 Sq.Mtrs.
Parking Area	:	9.29 Sq.Mtrs.
Govt. Valuation	:	27,57,000/-
Consideration Cost	:	44,00,000/-
Stamp Duty 5%	:	2,20,000/- (1% concession)
Registration Fee	:	30,000/-

(Purchaser being ONLY LADY a concession of 1% in the stamp duty is taken as per the government order No. Mudrank -2021/UOR.12/CR1071M-1 (Policy) dated 31/3/2021 and the Amendment dated 26/5/2023)

#### AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at Nashik on this 12th day of March in the year Two Thousand Twenty Four.

BETWEEN

RISHI BUILDERS AND DEVELOPERS, (PAN - ABCFR5564M), a partnership firm through its partner MR. SUYOG SANJAY KOTHAWADE, (Adhar No. 2952 6832 3424) age 27 years, occupation Business, Residing at 3, Gulmohor Arcade, Sharanpur Road, Nashik - 422002. (Mobile No. 7588815825)

Hereinafter referred to as the PROMOTER / OWNERS / VENDOR / SELLER / DEVELOPER (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Partnership Firm, its partners for the time being constituting the said Firm, their executors, administrators, representatives and assigns etc.).

AND

YOGITA MAHENDRA NIKAM, age 31 years, occupation Service, Residing at Bus Stand Road, Samrth Nagar, Kannad, District Aurangabad - 431103. (PAN - ATJPN8050H) (AADHAR No. 7059 7018 4418) (MOBILE No. 9561136484)

Hereinafter referred to as the PURCHASER/S /ALOTTEE (which expression shall unless it be repugnant to the context or meaning

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thereof be deemed mean and include his /her heirs, executors, administrators, successors in interest, executors, administrators & permitted assignees etc.).

WHEREAS the Party of the first part, the Owners are absolutely entitled to and /or seized and possessed of free from all encumbrances whatsoever landed properties bearing Plot No. 50A admeasuring 300.00 and Plot No. 50B admeasuring 300.00 from and out of Survey No. 866/B/50, lying and being at Nashik, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka and Dist. Nashik, (more particularly described in Schedule-I written hereunder and hereinafter for the sake of brevity is referred to as the said property)

AND WHEREAS the Vendor /Promoter has purchased Plot No. 50A along with construction thereon from Shri. Mangesh Harishchandra Joshi under a Sale deed dated 7/9/2022, which is registered in Jt. Sub Registrar office Class II, Nashik 4 at Sr. No. 9902 on 8/9/2022. Accordingly, the name of the Vendor /Promoter is been recorded in the record of rights vide mutation entry No. 406568, dated 15/9/2022.

AND WHEREAS the Vendor /Promoter has purchased plot No. 50B along with construction thereon from Smt. Anuradha chandrakant Joshi and others under a Sale deed dated 31/3/2022, which is registered in Jt. Sub Registrar office Class II, Nashik 4 at Sr. No. 4048 on 5/4/2023. Accordingly, the name of the Vendor /Promoter is been recorded in the record of rights vide mutation entry No. 407455, dated 11/4/2023.

AND WHEREAS the title of the said property is clear, marketable and free from all encumbrances. The Promoter 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 / Promoter, purchaser/s has entered in to this Agreement and executed the same.

AND WHEREAS the said layout of the property was sanctioned by Assistant Director Town Planning and Valluation Department, Jalgaon vide their letter No. DV/ NSK/ 2277, dated 20/6/1970 and which was approved by the Nashik Municipal Corporation vide letter No./ LND/ WS/ 232, dated 24/8/1970.

AND WHEREAS the Collector, Nashik had issued an order for non-agricultural use of the said property bearing No. LNA/ SR/ 275/ 70/ NASHIK, dated 11/12/1970.

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AND WHEREAS the sub-division plans of the said plot No. 50 is approved by the Nashik Municipal Corporation, Nashik vide letter No. Javak No./360, dated 3/11/1985.

AND WHEREAS the Promoters /Vendors have purchased TDR to construct additional areas on the said plot of 644.44 sq. mtrs. from Shri. Ashok Shraavan Sonje, vide sale deed dated 25/4/2023, which is registered in the office of the Jt. Sub-Registrar, Class II, Nashik 5 at Sr.No. 5519 on 2/5/2023.

AND WHEREAS the Vendor /Promoter have decided to construct jointly on plot No. 50A and 50B and prepared building plans having 21 residential units (Ground Floor Parking + 3 Units on each floor from First to Seventh Floor) on the schedule-I property.

AND WHEREAS the Allottee /Purchaser/s is desire to purchase an Unit more particularly mentioned in the Schedule II hereunder written (herein after referred to as the 'said unit/premises') in the building called "ASHAPURI IMPERIAL" being constructed on property mentioned on Schedule-I by the Promoter /Vendor /Seller.

AND WHEREAS the Promoter /Vendor /Seller has entered into an standard Agreement with Architect.

AND WHEREAS the Promoter /Vendor /Seller has registered the project under the provisions of the Real Estate Act, 2016 with the Real Estate Regulatory Authority at Maharashtra Registration No. P51600053972 authenticated copy is attached to this agreement.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter /Vendor /Seller accepts the professional supervision of the Architect and the structural Engineer till the completion of the building /buildings.

AND WHEREAS by virtue of the deeds as above, the Promoter / Vendor /Seller has sole and exclusive right to sell the units in the said building to be constructed by the Promoter /Vendor /Seller 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 Promoter / Vendor /Seller 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 Promoter /



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AND WHEREAS the Purchaser/s have /has applied to the Promoter / Vendor /Seller for purchase of said unit in the building being constructed.

AND WHEREAS the carpet area of the said unit mentioned in the Schedule II hereunder written.

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 has /had paid to the Promoter / Vendor / Seller a sum of Rs.4,00,000/- (In Words Rupees Four Lakhs Only), being part payment of the sale consideration of the Flat Unit agreed to be sold by the Promoter / Vendor / Seller to the purchaser/s/s as advance payment or Application Fee (the payment and receipt whereof the Promoter / Vendor / Seller both hereby admit and acknowledge) and the Purchaser/s/s has agreed to pay to the Promoter / Vendor / Seller 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 Promoter / Vendor / Seller 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 Promoter / Vendor / Seller shall construct the said building consisting of Ground Floor Parking and three Flats on each floor from First to Seventh 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 / Vendor / Seller shall have to obtain prior consent in writing of the purchaser/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.

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1.a.i. The Purchaser/s/s hereby agrees to purchase and the Promoter /Vendor /Seller hereby agrees to sell the Unit / Flat No. 302 having Carpet Area 55.87 Sq.Mtr., + Enclosed Balcony Area 6.03 Sq.Mtr. (TOTAL carpet area 61.90 sq. mtrs.) + Normal Balcony Area 9.24 Sq.Mtr. on Third Floor with Parking area of 9.29 sq. mtrs. in the building "ASHAPURI IMPERIAL" (hereinafter referred to as "the Building") as shown in the Floor plan thereof hereto annexed for a total consideration of Rs. 44,00,000/- (In Words Forty Four Lakhs 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.

(ii) The Allottee hereby agrees to purchase from the Promoter / Vendor /Seller and the Promoter /Vendor /Seller hereby agrees to sell to the Allottee covered parking spaces situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. NIL.

1 b. The Purchaser/s have agreed to pay to the Promoter /Vendor /Seller sum of Rs. 4,00,000/- (In Words Rupees Four Lakhs Only) as the advance payment out of the purchase price in respect of the said premises as under ..

<u>Amount</u>	<u>Particulars</u>
Rs. 4,00,000/-	(In Words Rupees Four Lakhs Only) paid by RTGS UTR No. UBINR22024031201112820, dated 12/03/2024.
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Rs. 4,00,000/-	(In Words Rupees Four Lakhs Only)
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The Promoter /Vendor /Seller agrees to have received the said amount. Further the Purchaser/s agrees to pay the Promoter / Vendor /Seller the remaining agreed price in respect of the said premises in the manner appearing as under ..

1. 10% of the amount to be paid to the Promoter /Vendor /Seller 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 /Vendor /Seller 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 /Vendor /Seller by the purchaser on the completion of second slab of the building in which the said apartment is located.

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4. 05% of the amount to be paid to the Promoter / Vendor / Seller 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 / Vendor / Seller 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 / Vendor / Seller 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 / Vendor / Seller by the purchaser on the completion of sixth slab of the building in which the said apartment is located.
8. 05% of the amount to be paid to the Promoter / Vendor / Seller by the purchaser on the completion of seventh slab of the building in which the said apartment is located.
9. 05% of the amount to be paid to the Promoter / Vendor / Seller by the purchaser on the completion of eighth slab of the building in which the said apartment is located.
10. 10% of the amount to be paid to the Promoter / Vendor / Seller by the purchaser on the completion of block / brick work of the building in which the said apartment is located.
11. 10% of the amount to be paid to the Promoter / Vendor / Seller by the purchaser on the completion of outer plaster of the building in which the said apartment is located.
12. 10% of the amount to be paid to the Promoter / Vendor / Seller by the purchaser on the completion of flooring of the building in which the said apartment is located.
13. 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.
14. 10% of the amount to be paid to the Promoter / Vendor / Seller 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 / Vendor / Seller 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 Promoter / Vendor / Seller) up to the date of handing over the possession of the Flat.

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 Promoter / Vendor / Seller undertakes and agrees that while raising a demand on the purchaser/s for increase in development

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charges, cost, or levies imposed by the competent authorities etc., the Promoter /Vendor /Seller 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 Promoter /Vendor /Seller 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 Promoter /Vendor /Seller. If there is any reduction in the carpet area within the defined limit then Promoter /Vendor /Seller 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 the Promoter /Vendor /Seller 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 Promoter /Vendor /Seller 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 Promoter /Vendor /Seller as well as the purchaser/s. The Promoter /Vendor /Seller 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/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 Promoter /Vendor /Seller as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter /Vendor /Seller hereby declares that the Floor Space Index available as on date in respect of the project land as



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mentioned in the approved plans 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 Promoter /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 Units based on the proposed construction and sale of units to be carried out by the Promoter /Vendor /Seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter /Vendor /Seller only.

4. If the Promoter /Vendor /Seller fails to abide by the time schedule for completing the project and handing over the Unit to the purchaser/s, the Promoter /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 Promoter /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 Promoter /Vendor /Seller under the terms of this Agreement from the date the said amount is payable by the purchaser/s(s) to the Promoter /Vendor /Seller.

4.1 Without prejudice to the right of Promoter /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 Promoter /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 Promoter /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 Promoter /Vendor /Seller within the period of notice then at the end of such notice period, Promoter / Vendor /Seller shall be entitled to terminate this Agreement.

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And upon termination of this Agreement as aforesaid, the Promoter /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 Promoter /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 Promoter /Vendor /Seller.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter / 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 Promoter / Vendor /Seller. 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 Promoter /Vendor /Seller will give possession of the unit to the purchaser/s on or before 31/12/2026. If the Promoter /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 Promoter /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 Promoter /Vendor /Seller received the sum till the date amounts and interest thereon is repaid.

Provided that the Promoter /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 of competent authority.

7. Procedure for taking possession - The Promoter /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

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terms of this Agreement to be taken within 15 (fifteen days from the date of issue of such notice and the Promoter /Vendor /Seller shall give possession of the Unit to the purchaser/s. The Promoter / 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 Promoter /Vendor / Seller. The purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter /Vendor /Seller or association of purchaser/s, as the case may be. The Promoter /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 Promoter /Vendor /Seller to the purchaser/s intimating that the said unit is ready for use and occupancy :-

7.2 Failure of purchaser/s to take Possession of Unit Upon receiving a written intimation from the Promoter /Vendor /Seller as per clause 7 the purchaser/s shall take possession of the Unit from the Promoter /Vendor /Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter /Vendor /Seller 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 Promoter /Vendor /Seller 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 Promoter /Vendor / Seller 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 Promoter /Vendor /Seller, 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.

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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.

**20. RIGHT TO AMEND**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS /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.

**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 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.

**24. 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.

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**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter / Vendor / Seller through its authorized signatory at the Promoter / Vendor / Seller Office, or at some other place, which may be mutually agreed between the Promoter / Vendor / Seller and the purchaser/s, in after the Agreement is duly executed by the purchaser/s and the Promoter / Vendor / Seller 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.

26. 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.

27. The purchaser/s and /or Promoter / Vendor / Seller 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 Promoter / Vendor / Seller will attend such office and admit execution thereof.

28. That all notices to be served on the purchaser/s and the Promoter / Vendor / Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser/s or the Promoter / Vendor / Seller 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 Promoter / Vendor / Seller 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 / Vendor / Seller or the purchaser/s, as the case may be.

**29. JOINT PURCHASER/S**

That in case there are Joint purchaser/s all communications shall be sent by the Promoter / Vendor / Seller to the purchaser/s whose name appears first and at the address given by him / her which shall for all intents & purposes to consider as properly served on all purchaser.

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

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31. 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.

32. 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.

33. The Promoter /Vendor /Seller 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 :-

- The access to the individual flat shall be as per the sanctioned plan and or revised plan from time to time.
- 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.
- The installations of any grill or any doors shall be as per the form prescribed by the Promoter /Vendor /Seller architect.
- 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 the land being Plot No. 50A admeasuring 300.00 sq. mtrs. and Plot No. 50B admeasuring 300.00 sq. mtrs. from and out of S.No. 866/B/50, lying and being at village Nashik, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka and Dist. Nashik, which property is jointly bounded as shown below :-

- |                     |   |                       |
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| On or towards East  | : | by 9 Mtrs. vide Road. |
| On or towards West  | : | by Plot No. 51.       |
| On or towards North | : | by Plot NO. 49.       |
| On or towards South | : | by 9 Mtrs. vide Road. |

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

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

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

Name of the Project	:	ASHAPURI IMPERIAL
Flat No.	:	302
Floor No.	:	Third
Carpet Area of the Flat	:	55.87 Sq. Mtrs.
Enclosed Balcony Area	:	6.03 Sq. Mtrs.
TOTAL Carpet Area	:	61.90 sq. mtrs.
Normal / Open Balcony Area	:	9.24 Sq. Mtrs.
Parking Area	:	9.29 Sq. Mtrs.

The said premises is bounded as shows below.

On or towards East	:	by Side Margin.
On or towards West	:	by Flat No. 303 and Duct.
On or towards North	:	by Flat No. 301.
On or towards South	:	by Side Margin.

Together with the common right to easement, common passage, staircase, terrace, Allotted Car Parking etc.

**SCHEDULE -III**  
**OF THE SPECIFICATION AND AMENITIES PROVIDED IN THE SAID UNIT**  
**/ BUILDING HEREIN ABOVE REFERED TO**

R.C.C :- Frame Structure

Brickwork :- External Walls of "6" and Internal Walls "4" thick of AEC, CLC.

Plastering :- External Wall Surface to be sand faced Double plaster in cement Mortar. Internal wall surface to be cement plaster with Gypsum.

Door Shutters :- Laminated doors with photo frame.

Windows :- Powder coated / anodized alluminium sliding windows with mosquito net.

Flooring :- For all rooms Vitrified flooring. For bathroom ceramic flooring, for W.C. Ceramic glaze tiles.

Toilet :- Ceramic / Glazed tile dado upto lintel level.

Orrisa pan / wall hung western commode-with valve/ Half turn/ Flushtank.

नसम २३४	
दस्ता क्र. ( २५०० )	( २०२४ )
२५	— ४०



Wash basin with cock.

Electrification:-

Supply main upto input D.B within the premises i.e from meter to D.B.in premise only.

Painting: - Washable emulsion paint for internal and external walls and Oil paint for Grills & Railings, Shutters etc.

LIFT : - Lift for vertical transportation /movement in the building with power backup facility.

Any Additional or other extra work demanded by the allottee will be carried out at extra cost to be paid in advance as per the estimate given by the Promoter.

PARKING .. The Promoter /Vendor / Seller have shown the parking for the vehicles and out of the same, Allottee have selected and are satisfied for the parking slot for his/ her/ their vehicle.

#### SCHEDULE IV

#### COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN BUILDING.

- 1) The expenses of maintaining repairing, redecoration etc. of the main structure and in particular the roof, gutter and rain water pipes of the building, water pipes, Sewer pipes, Septic Tank, Sewer Lines; If any and electric wires in under and upon the Building and enjoyed or used by the purchaser in common with other occupiers of other Flat and main entrance, passages, landing and staircase, roofs of the building as enjoyed by the purchaser or used by him in common as aforesaid.
- 2) The cost of cleaning and lighting the passages, landings, staircase and other parts of the Building or enjoyed or used by the purchaser in common as aforesaid.
- 3) AMC's cost with respect to LIFT, Pumps, CCTV, Fire fighting, Security systems, equipment installed in the Project.
- 4) The cost of the decorating the exterior of the Building.
- 5) The cost of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by Vendors /promoter / Apartments Association or Co. Op. Society to manage and look after the building,
- 6) The cost of maintenance of other lights and service charged.
- 7) Municipal and other taxes, Insurance of the Building.
- 8) Such others expenses as are necessary or incidental for the maintenance and upkeep of the Building.
- 9) N.A. Tax.



नसन-४  
दस्ता क्र. (२५०० / २०२४)  
२६ - ००

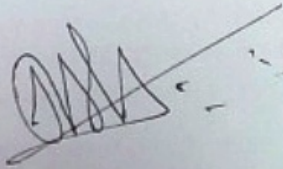



IN WITNESS WHERE OF, the parties hereto and on the duplicate hereof, set and subscribed their respective hands, seals on the day and month and the year first hereinabove mentioned.

DRAFTED  
BY ME

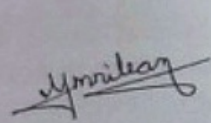

SIGNED, SEALES AND DELIVERED  
BY THE WITHINNAMED PROMOTER /  
OWNERS / VENDOR / SELLER & DEVELOPER  
RISHI BUILDERS AND DEVELOPERS,  
a partnership firm through partner  
MR. SUYOG SANJAY KOTHAWADE



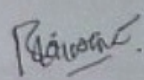
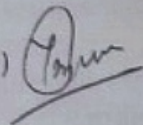
  


SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED PURCHASER/S  
YOGITA MAHENDRA NIKAM



IN PRESENCE OF WITNESSES ::

- 1)  Amol Ashok Nimbalcar.
- 2) 

नसन-४

दस्तावेज क्र. ( ५०९ / २०२४ )

३० - ००



Nashik Municipal Corporation  
APPENDIX D-1  
SANCTION OF BUILDING PERMISSION  
AND COMMENCEMENT CERTIFICATE



Permit No. : NMCB/B/2023/APL/07725

Date : 31/08/2023

Building Permit No - 190210  
Proposal Code : NMCB-23-43749

15. Residential building permission for approval. Ground (parking) + seven floor with TDR proposed. Previous Existing structure shall be demolished and amalgamation of plot no. 50a+50b. Building height is 23.65 m. and 21 tenements are proposed. Existing structure hence Land development charges not recovered decision to be taken for it. Condition :- 1) Existing structure to be demolished, 2) Amalgamated 7/12 extract to be produced prior to occupancy certificate, 3) This building permission is given on the strength of DRC no. 1064 Dated 30/08/2022 and 240.00 sq.m. TDR utilized from the same. 4) Fire NOC to be produced as per govt Gazette Dated 19/05/2023.
16. NMC Vacant plot tax to be paid before completion.

Signature valid

Digitally signed by SANJAY L. D. AND ANAND K. D. AND ANAND K. D.  
Date: 2023.08.31 08:31:55 E07  
Reason: Approved Certificate  
Location: Nashik Municipal Corporation  
Project Code : NMCB-23-43749  
Application Number : NMCB/2023/2417  
Proposal Number : 190210  
Certificate Number : NMCB/B/2023/APL/07725



Scan QR code for verification of authenticity.

Executive Engineer,  
Nashik Municipal Corporation,

32 2400 80



**Maharashtra Real Estate Regulatory Authority**  
**REGISTRATION CERTIFICATE OF PROJECT**  
**FORM 'C'**  
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
P51600053972

Project: **ASHAPURI IMPERIAL**, Plot Bearing / CTS / Survey / Final Plot No.: **SURVEY NO. 866/B/50 PLOT No. 50A+50B, MOUJE NASHIK SHIVAR, NASHIK** at Nashik, Nashik, Nashik, 422009;

1. **Rishi Builders And Developers** having its registered office / principal place of business at Tehsil: **Nashik**, District: **Nashik**, Pin: **422002**.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rules of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **18/12/2023** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 18-12-2023 13:48:30

Dated: 18/12/2023

Place: Mumbai

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority