

340/5409
Thursday, May 30, 2024
4:51 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 6722 दिनांक: 30/05/2024

गावाचे नाव: आनंदबल्ली
दस्तऐवजाचा अनुक्रमांक: नसन3-5409-2024
दस्तऐवजाचा प्रकार: ऑडीमेंट टू सेल
मादर करणाऱ्याचे नाव: यज्ञेश रमेश झाबर

नोंदणी फी ₹. 30000.00
दस्त हाताळणी फी ₹. 1100.00
पृष्ठांची संख्या: 55


एकूण: ₹. 31100.00

आपणास मूळ दस्त, बॅबनेल प्रिंट, सूची-२ अदाजे
5:10 PM ह्या वेळेस मिळेल.

Joint Sub Registrar
सह. मुख्य निबंधक कार्यालय
जारी क्र. ३.

बाजार मूल्य: ₹. 7553300 /-
मोबदला ₹. 10500000/-
भरलेले मुद्रांक शुल्क: ₹. 630000/-

- 1) देयकाचा प्रकार: DHC रकम: ₹. 1100/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0524309710040 दिनांक: 30/05/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH002787869202425P दिनांक: 30/05/2024
बँकेचे नाव व पत्ता:


मुळ दस्त परत केला
व सही घेतली.

गावाचे नाव : आनंदवल्ली

(1) विवेचाचा प्रकार	अॅग्रीमेंट टू नेत
(2) मोबदला	10500000
(3) बाजारभावाचा (भाडेपट्ट्याच्या वावतिसपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	7553300
(4) भू-भाषण, पोटद्विष्ठा व धरकमाक (अमन्याम)	1) पानिकेचे नाव: नाशिक म. न. पा. इतर वर्णन : इतर माहिती: इतर माहिती: तुकडी जिन्हा नाशिक पोट तुकडी नालुका नाशिक पैकी नाशिक महानगर पालिका हद्दीतील मीने आनंदवल्ली या गावाचे शिबारातील मिळकत घामी(7/12 उलाच्या प्रमाणे मळें नंबर 62/1/72/1/प्लॉट/4/5/1)मळें नंबर 62/1/72/1, प्लॉट नंबर 4/5/1 घामी एकूण क्षेत्र 2648.43 चौ.मी. पैकी 1658.43 चौ.मी. क्षेत्रावर बांधलेल्या अशोक टॉवर या इमारती मधील तीन-या मजल्यावरील फ्लॅट मिळकत घामी फ्लॅट नंबर 304 घामी कार्पेट क्षेत्र 118.80 चौ.मी. + वाष्करीचे क्षेत्र 13.25 चौ.मी. असे एकूण क्षेत्र 132.05 चौ.मी. या मिळकती वावत((Survey Number : 62/1/72/1/प्लॉट/4/5/1 ;))
(5) क्षेत्रफळ	1) 132.05 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दम्नऐवज करून देणा-या/मिहून ठेवणा-या पधकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्याम, प्रतिवादिचे नाव व पता.	1) नाव:-मेमर्स जे एम एम एंटरप्रायजेस भागीदारी संस्था तर्फे भागीदार 1) मचिन मुमतीनान भद्रा, 2) विनोद कन्होपालान मनबाणी ज्या तर्फे दम्नऐवज प्रवेशामाठी कु.मु. रश्मि राजेश शाह बय:-25; पता:-प्लॉट नं. -, माळा नं. चौथा मजला, , इमारतीचे नाव: अर्चित आयकॉन, , प्लॉट नं: पाटील लेन नंबर 3, , रोड नं: कानिबरोड, नाशिक, महाराष्ट्र, पाम्:ईक. पिन कोड:-422005 पिन नं:-GSSPS3740F
(8) दम्नऐवज करून घेणा-या पधकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्याम, प्रतिवादिचे नाव व पता	1) नाव:-यजेश रमेश झवर बय:-51; पता:-प्लॉट नं: बी 11, , माळा नं: -, इमारतीचे नाव: न्यू उपाकरण सोमायटी, , प्लॉट नं: वसंत मार्केट समोर, , रोड नं: कैनडा कॉर्नर, नाशिक, , पाम्:ईक. पिन कोड:-422005 पिन नं:-AAEPZ7689L 2) नाव:-मीनाक्षी यजेश झवर बय:-45; पता:-प्लॉट नं: बी11, , माळा नं: -, इमारतीचे नाव: न्यू उपाकरण सोमायटी, , प्लॉट नं: वसंत मार्केट समोर, , रोड नं: कैनडा कॉर्नर, नाशिक, , महाराष्ट्र, पाम्:ईक. पिन कोड:-422005 पिन नं:-ABMPL4471D
(9) दम्नऐवज करून दिव्याचा दिनांक	30/05/2024
(10) दम्न नोंदणी केल्याचा दिनांक	30/05/2024
(11) अनुक्रमांक, खंड व पृष्ठ	5409/2024
(12) बाजारभावाप्रमाणे मुदाक शुल्क	630000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) जेग	

मुंबाकामाठी विभागान घेतलेला तपशील :-

मुदाक शुल्क आकारणाना निवडलेला अर्थ :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सूचा क्र.11

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अस्सल वरहुकुम नवकल

मह. दुय्यम निबंधक वर्ग-२

नाशिक-३.



CHALLAN
MTR Form Number-6



GRN	MH002787869202425P	BARCODE	[Barcode]		Date	30/05/2024-12:16:56	Form ID	25.2	
Department Inspector General Of Registration				Payer Details					
Stamp Duty				TAX ID / TAN (If Any)					
Type of Payment Registration Fee				PAN No.(If Applicable)		AAPFJ3817R			
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR				Full Name		JSM ENTERPRISES			
Location NASHIK				Flat/Block No.		FLAT NO 304 ASHOK TOWER BUILDING			
Year 2024-2025 One Time				Premises/Building		ANANDWALI SHIWAR GANGAPUR ROAD			
Account Head Details		Amount In Rs.		Road/Street		Area/Locality			
0030046401 Stamp Duty		630000.00		Road/Street		NASHIK			
0030063301 Registration Fee		30000.00		Area/Locality		NASHIK			
[Handwritten: नसन-३]				City/District		4 2 2 0 1 3			
[Handwritten: दस्त क्र. 4000/2024]				Any)		PAN No. EPZ7689L-SecondPartyName=YADNESH RAMESH ZAWAR			
[Handwritten: 7-4-6]				AND OTHER ONE-CA=10500000-Marketval=7553300					
Total				Amount In		Six Lakh Sixty Thousand Rupees Only			
6,60,000.00				Words					
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque/DD Details				Bank CIN		Ref. No.		10000502024053002274	2748938999112
Cheque/DD No.				Bank Date		RBI Date		30/05/2024-12:17:17	Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			



Department ID : Mobile No. : 8484959596
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दफ्तरी निबन्धक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

नसन-३
दस्त क्र. (५४०९/२०२४)
२-५-४



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0524309710040	Date 30/05/2024
Received from JSM ENTERPRISES, Mobile number 8484959596, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 30/05/2024
Bank CIN 10004152024053009562	REF No. 415172653159
This is computer generated receipt, hence no signature is required.	

Ready Recknor Section / Index no.	:	5.1
Rate as per Ready Recknor	:	52,000/-Per Sq. Mtrs.
Ashok Tower Apartment/Flat No.	:	304
Carpet Area	:	118.80 Sq. Mtrs.
Balcony Area	:	13.25 Sq. Mtrs.
Government/Market Valuation	:	Rs. 75,53,300/-
Consideration	:	Rs. 1,05,00,000/-
Stamp	:	Rs. 6,30,000/-
Reg. Fee	:	Rs. 30,000/-
Total	:	Rs. 6,60,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AND EXECUTED ON THIS 30th DAY OF MAY IN THE CHRISTIAN YEAR 2024 A.D.

२०२४

नसम-३

दस्तावेज क्र. (1002/1024)



BETWEEN

M/S. JSM ENTERPRISES

PAN NO. AAPEJ3817R

A Partnership Firm

Having its registered office at- 4th Floor,

Archit Icon, Patil Lane No. 3, Opp. Big Bazar,

College Road, Nashik 422005.

Through its Partners

1. **MR. SACHIN SUMATILAL SHAH**
Age: -52, Occ.: - Business
Adhar No. - 3235 6482 8980
2. **MR. VINOD KANAYALAL MANWANI**
Age: - 49, Occ.: - Business
Adhar No. - 3530 2005 6094

Hereinafter referred to as the **"THE OWNER / PROMOTERS / DEVELOPERS"** (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Proprietary Concern, its proprietor, executors, administrators and assigns) of the **ONE PART;**

AND

1. **MR. YADNESH RAMESH ZAWAR**
Age - 51 Years, Occupation - Business,
Pan No - AAEPZ 7689 L
Adhar No - 7036 9205 6258
2. **MRS. MEENAKSHI YADNESH ZAWAR**
Age - 45 Years, Occupation - Business,
Pan No - ABMPI 4471 D
Adhar No - 2799 3889 9330
Both Add- B - 11, New Ushakiran Society, Opp. Vasant Market,
Canada Corner, Nashik - 422005

Hereinafter called **"THE PURCHASER/S/ALLOTTEE(S)"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his /her/their heir's executors, administrators and assigns) of the **OTHER PART;**

नसमन-३	
दस्ता क्र. (५०२/२०१४)
	४०



WHEREAS -

01. **PERMISSIONS OF LAND: -**

Non-Agricultural permission: -

- A. The use of the area adm. 2195.55 Sq. Mtrs. out of S. No. 62/1 of Village Anandwalli total area adm. 8244.30 Sq. Mtrs. converted into Non - Agricultural Purpose as per the order passed by the Collector Nashik, vide order no. **Masha/Kaksha/3/7-2/S.R/21/2019 Nashik, dtd.21/05/2019.**
- B. The area adm. 6048.75 Sq. Mtrs. out of S. No. 62/1(P) of Village Anandwalli total area adm. 8244.30 Sq. Mtrs. has been converted to Non-Agricultural purpose by the order of the Collector, Nashik vide order no. **Masha/Kaksha/3/7-2/S.R/75/2019 Nashik, dtd.02/08/2019.**
- C. The use of the land bearing S. No. 62/1/Plot/8/72/1/Plot/1 has been converted into Non-Agricultural purpose vide order no. **Masha/Kaksha/3/7-2/Nahda/S.R/21/2019/2020.**
- D. The use of the said land (partially) converted for commercial purpose as per the order the collector, Nashik vide order no. **Masha/Kaksha/3/7-2/R.K.A./C.R/378/2021. Nashik, Dtd. 15.07.2021.**

Lay-Out: - And whereas in respect of S. No. 62/1, the Competent Authority as sanctioned the layout vide order no. Nashik Municipal Corporation, Nashik, letter no. **LND/WS/198 on 12/08/1997.**

02. **HISTORY of Land: -**

- 2.1 **WHEREAS, S. No. 62/1** area adm. 8244.30 Sq. Mtrs. and S. No. 72/1 area adm. 2181.32 Sq. Mtrs. the properties situated at Anandwalli were owned and possessed by Shri. Fakirrao Tukaram Sope before the year 1989.
- 2.2 **AND WHEREAS, Shri. Fakirrao Tukaram Sope** prepared a joint Lay-out plan in respect of S. No. 72/1 and some other properties [S. No. 65/1/1A(P) and S. no. 65/1/1B(p)] and the same has been tentatively sanctioned by the Nashik Municipal Corporation, Nashik, and tentatively the land has divided into plots and the owners converted the use of the said land into Non-Agricultural purpose. The effect of the same is reflected in the revenue records vide Mutation Entry No. 2733 dated 17/07/1997.
- 2.3 **AND WHEREAS Fakira Tukaram Sope** died on 23/10/2009, leaving Behind heirs as follows: - Smt. Vatsalabai Fakirrao Sope (Wife), Shri. Ashok Sope (Son), Asha Ganpatrao Surjuse (Daughter) Late. Bharat Fakirrao Sope (Son) succeeded by heirs as follows: - Smt. Ujwala Bharat Sope (Wife), Mr. Bhargav Bharat Sope (Son), Pallavi Bharat Sope (Daughter).
- 2.4 **AND WHEREAS Smt. Vatsalabai Fakirrao Sope and Shri. Ashok Fakirrao Sope & Smt.Aasha Ganpatrao Surjuse** released their rights from area adm. 2831.21 Sq. Mtrs., situated in the central part out of S. No. 62/1(P) in favour of Ujwala Bharat Sope, Mr. Bhargav Bharat Sope, Pallavi Bharat Sope alias Pallavi Vivek Swami (name after marriage) legal heirs of Late. Mr. Bharat

पल्लव २
दस्तावेज क्र. (५००२/२०१५)
५-५-५



Fakirrao Sope by way of **Release Deed**. The same is registered in the office of Sub-Registrar Nashik-1, vide, Reg. No. 10915 on 15/12/2015. Thereby, Ujwala Bharat Sope, Mr. Bhargav Bharat Sope, Pallavi Bharat Sope alias Pallavi Vivek Swami (name after marriage) acquired ownership rights over the area released in their favour and accordingly their names are mutated to the owner's column of the property extract. There was a typographical mistake in respect of released area mentioned in the said release deed and therefore, with an intention to correct the typographical mistake, the parties executed a **Correction Deed** and the same is registered in the office of Sub-Registrar Nashik- 5, vide 4209 on 01/06/2018. Mutation Entry No. 10250 dated 15/12/2015 reflects the same.

2.5 **AND WHEREAS Smt. Vatsalabai Fakirrao Sope, Ujwala Bharat Sope, Mr. Bhargav Bharat Sope, Pallavi Bharat Sope alias Pallavi Vivek Swami (name after marriage) Smt.Aasha Ganpatrao Surjuse released their rights in the area adm. 2465.82 Sq. Mtrs. on the eastern side out of the S. No. 62/1 area adm. 280.00 Sq. Mtrs. and out of area adm. 595.68 Sq. Mtrs. out of S. No. 72/1 in favour of Mr. Ashok Fakirrao Sope by way of Release Deed.** The same is registered in the office of Sub-Registrar Nashik3, vide, Reg. No. 7913 on 16/12/2015. Thereby, Mr. Ashok Fakirrao Sope acquired ownership rights in respect of the area released in his favour and accordingly his name mutated to the owner's column of the property extract. There was a typographical mistake in respect of area of the released area out of S. No. 62/1 mentioned in the said release deed and therefore, with an intention to correct the typographical mistake, the parties executed a **Correction Deed** and the same is registered in the office of Sub-Registrar Nashik 5, vide, Reg. No. 4207 on 01/06/2018. The same is reflected vide Mutation Entry No. 10251 dated 16/12/2015.

2.6 **AND WHEREAS Smt. Vatsalabai Fakirrao Sope, Mr. Ashok Fakirrao Sope, Ujwala Bharat Sope, Mr. Bhargav Bharat Sope, Pallavi Bharat Sope alias Pallavi Vivek Swami (name after marriage) released their share in the area adm. 2195.55 sq.mtrs. situated on the western side, out of S. No. 62/1 in favour of Asha Ganpat Surjuse by way of Release Deed.** The same is registered in the office of Sub-Registrar Nashik-5, vide, Reg. No. 7991 on 17/12/2015. Thereby, Asha Ganpat Surjuse acquired ownership rights in respect of the area released in her favour and accordingly, her name mutated to the owner's column of the property extract. There was a typographical error in respect of the rights released mentioned in the said release deed and therefore, with an intention to correct the typographical mistake, the parties executed a **Correction Deed** and the same is registered in the office of Sub-Registrar Nashik -5, vide, Reg. No. 4208 on 01/06/2018. The same is reflected vide Mutation Entry No. 10252 dated 17/12/2015.

2.7 **AND WHEREAS Vatsalabai Fakirrao Sope died on 19/09/2016, leaving behind legal heirs, the names were already mutated to the revenue record as being the heirs of late Fakirrao T. Sope. The name of the deceased Vatsalabai Fakirrao Sope deleted from the owner's column of the property extract.**

नसमन-३	
दल क्र. (५२० (२०२५)
	६-५०



- 2.8 **AND WHEREAS** in respect of S. No. 62/1, the Competent Authority passed an order to sanction the Lay-out of the said land and thereby, as per the Lay-out Plot No. 1 to 8 have been formed and 7/12 extract of S. no. 62/1 have been closed. The 7/12 extract of the respective plots in respect of their areas (respective ownership area) came into existence. The effect of the same is reflected in the Mutation Entry No. 12174 dated 25/10/2020.
- 2.9 **AND WHEREAS** in respect of the Plot Numbers 1 to 5 of S. No. 62/1, the Competent Authority passed an order for amalgamation of the said plots vide order no. Javak No./Nagar Niyojan Vibhag/Tatpurta Abhi. /82/2020 dated 25/11/2019. The new Survey Numbers formed and old 7/12 extract are closed. As a result of amalgamation new record of the property subject matter (part) of the present land came into existence and the record of S. No. 62/1/Plot/4/5 came to the share of Mr. Bhargav Bharat Sope, Pallavi Bharat Sope, Ujwala Bharat Sope & Mr. Ashok Fakirrao Sope. And accordingly the Mutation Entry No. 12194 dated 01/02/2020 certified and affected to the revenue record.
- 2.10 **AND WHEREAS** further the S. No. 62/1/Plot No. 8 and S. no. 72/1, have been amalgamated and the Competent Authority passed an order for amalgamation of the said Survey Numbers vide order no. Nanivi/Vashi/2019. As a result of amalgamation new record of the property subject matter (part) of the present land came into existence and the record of S. No. 62/1/Plot/8/72/1/Plot/1 came to the share of Mr. Ashok Fakirrao Sope. The effect of the same have been taken to the revenue record vide Mutation Entry No. 12224 dated 15/02/2020.
- 2.11 **AND WHEREAS** the owners prepared an amalgamation and sub-division plan in respect of S. No. 62/1/Plot /4/5 (owned by Mr. Bhargav Bharat Sope, Pallavi Bharat Sope, Ujwala Bharat Sope, Mr. Ashok Fakirrao Sope .) and S. No. 62/1/Plot/8/72/1/Plot/1 (owned by Mr. Ashok Fakirrao Sope.) and the same has been sanctioned by the Competent Authority, Nashik Municipal Corporation, Nashik vide order no. A-4/95/2019/2020 dated 23/12/2019. Accordingly, the new Survey Number formed and numbered as S. No. 62/1/72/1/Plot/4/5/1 area adm. 2648.43 Sq.Mtrs. which is the subject matter of the present Title. The effect of the same is reflected in the Mutation Entry No. 12225 dated 16/02/2020.
- 2.12 **AND WHEREAS** by the order of the Tahasildar, Nashik vide order no. Kalam15 durusti/adeshane/7/12 varil kshetrachi durusti/5/2020 dated 27/02/2020, the area mentioned in the online 7/12 extract was corrected in respect of S. No. 62/1/72/1/Plot/4/5/1. The ownership of the property as per respective shares of owners is as under: -

Name Of The Owner	Area
Mr. Bhargav Bharat Sope, Pallavi Bharat Sope & Ujwala Bharat Sope,	800 Sq. Mtrs.
Mr. Ashok Fakirrao Sope	1848.43 Sq. Mtrs.

The effect of the correction in the area is found to be certified in the Mutation Entry No. 12262 dated 28/02/2020.

नसम-३
क्र. ५००२/२०२१
७-५-२०



- 2.13 **AND WHEREAS** Ujwala Bharat Sope, Pallavi Bharat Sope alias Mrs. Pallavi Vivek Swami, Mr. Bhargav Bharat Sope owners of 800.00 Sq. Mtrs. out of S. No. 62/1/72/1/Plot/45/1, have executed a Sale Deed in respect of the said area adm. 800.00 Sq. Mtrs. out of S. No. 62/1/72/1/Plot/45/1 with the consent of (co-owners)- Mr. Ashok Fakira Sope, Mrs. Asha Ashok Sope, Mr. Amit Ashok Sope, Aparna S. Nalwade, Asha Ganpatrao Surjuse, Manisha Ganpatrao Surjuse, Bhushan Ganpat Surjuse in favour of the **Owner/Promoters i.e. M/s. J.S.M. Enterprises, a Partnership Firm**. The same is registered in the office of sub-Registrar Nashik-4, vide, Reg. No. 876 on 19/01/2021. Thereby, Owner/Promoters acquired ownership rights of the said property and accordingly, the name mutated to the owner's column of the property extract vide Mutation Entry No. 12741 dated 15/03/2021.
- 2.14 **AND WHEREAS** Mr. Ashok Fakira Sope, Mrs. Asha Ashok Sope, Mr. Amit Ashok Sope, Aparna S. Nalwade executed a Sale Deed in respect of area adm. 858.43 Sq. Mtrs. out of area adm. 1848.43 Sq. Mtrs. out of the S. No. 62/1/72/1/Plot/45/1 total area adm. 2648.43 Sq. Mtrs. with the consent of (Co-owners) Ujwala Bharat Sope, Pallavi Bharat Sope alias Mrs. Pallavi Vivek Swami, Mr. Bhargav Bharat Sope and Asha Ganpatrao Surjuse, Manisha Ganpatrao Surjuse, Bhushan Ganpat Surjuse in favour of **Owner/Promoters, i.e. M/s. J.S.M. Enterprises, a Partnership Firm**. The same is registered in the office of sub-Registrar Nashik-4, vide, Reg. No. 878 on 19/01/2021. Thereby, Owner/Promoters acquired ownership rights of the said property and accordingly, its name mutated to the owner's column of the property extract vide Mutation Entry No. 12742 dated 01/03/2021.
- 2.15 **AND WHEREAS** the Owner Promoters - M/s. J.S.M. Enterprises, a Partnership Firm, acquired absolute ownership rights over the total area adm. 1658.43 Sq. Mtrs. area (i.e. adm. 800.00 Sq. Mtrs. + area adm. 858.43 Sq. Mtrs.) out of S. No. 62/1/72/1/Plot/45/1, total area adm. 2648.43 Sq. Mtrs. the property situated at Anandwadi, within the limits of registration and sub-registration district, Nashik, and also within the limits of Nashik Municipal corporation, Nashik.
3. Thus the Owner/Promoters herein have acquired ownership and have absolute and exclusive possession over the property total area adm. 1658.43 Sq. Mtrs. area (i.e. adm. 800.00 Sq. Mtrs. + area adm. 858.43 Sq. Mtrs.) out of S. No. 62/1/72/1/Plot/45/1, the property situated at Anandwadi, within the limits of registration and sub-registration district, Nashik, and also within the limits of Nashik Municipal corporation, Nashik, as described hereinbefore and entitled and enjoy the said property and has every right to construct a building thereon (for the sake of brevity hereunder in the present Agreement referred as **'the said property'**).

e office of
y, Ujwala
and Vivek
released in
column of
released
to correct
the same
16/2018.

re. Mr.
(name
in the
1 area
6/201
me is
3 on
in in
o the
e in
said
ake.
of
is

re,
as
a
r
e

11

	नसिन-३
दस्त क्र.।	५०० (२०२४)
	५-५०



4. **The Promoter has appointed "Mrs. Rupali & Vivek Jaykhedkar" as an architect** for the said project registered with the Council of Architects, and a standard Agreement is executed between the Promoters and the Architects.
5. **The Promoter has appointed R.C.C. consultant Mr. Sanjeev Patel** for specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Promoter accepts the professional supervision of the Architect and the R.C.C. Consultant, Engineers till the completion of the building/ buildings.
6. The Promoter/s has/have proposed to develop a Building of Residential User under Real Estate project name **"ASHOK TOWER"** and have prepared the plan(s)/layout for the construction of said **residential building** and the said plan(s)/layout are duly approved by **Nashik Municipal Corporation Nashik vide letter no. LND/ BP/A1/BP/210/2021 on 26/03/2021**. And the sanctioned plan provides for construction of the units and in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property. The promoter has received **Full Completion Certificate No. NMCB / FO / 2024 / APL / 05782, Dated 07/05/2024**. The copy/ies of the approved **Building Plan is annexed hereto**. The Project **"ASHOK TOWER"** consist total **"48 Residential Units"**.
7. That the said building plan is being sanctioned for the property, i.e. Plot No. 4+5+1, S. No. 62/1+72/1 **total area adm. 2648.43 Sq. Mtrs.**, consists of Residential and commercial building. Out of the total area adm. 2648.43 Sq. Mtrs, the area adm. 1658.43 Sq. Mtrs, is owned and possessed by the **Owner/Promoters, i.e. M/s. J S M Enterprises, a Partnership Firm, and remaining area adm. 990.00 Sq. Mtrs, (eastern side) is owned and possessed by Mr. Ashok Sope**. The building plan got sanctioned by the **Owner / Developer and Mr. Ashok Sope jointly with an intention to make construction of residential and commercial project over the entire land area adm. 2648.43 Sq. Mtrs, of Plot no. 4+5+1, S. No. 62/1+72/1**.
8. **AND WHEREAS** the Promoter has registered the project i.e. **"ASHOK TOWER"** a project of **Residential**, under the provisions of the Real Estate (Regulations and Development) Act, 2016 with the **Real Estate Regulatory Authority vide Registration no. P51600029425**.
9. **AND WHEREAS** the Promoter is entitled for sale, transfer assignment or to otherwise deal with the **Flat No. 304 on Third Floor, Carpet Area admeasuring 118.80 Sq. Mtrs. Balcony Area 13.25 Sq. Mtrs**, constructed / to be constructed (herein after referred to as the **"said premises"**) in the building of the project called **"ASHOK TOWER"** (herein after referred to as the said **"Building"**) being constructed / to be constructed on the said property described in the First Schedule hereunder written.

नसम-३
दस्तावेज क्र. (१००९ / २०२४)
२-५०



10. **AND WHEREAS** the Allottee (s) has/have approached the Promoter/s and expressed his / her / their desire to purchase and acquire from the Promoter the "said Premises";

11. **AND WHEREAS** the Promoter/s has /have made available to the Allottee(s) the information relating to the said property all the Building/s, wings and Blocks etc, along with plans sanctioned as well as proposed, designs, specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the Maharashtra Ownership of Flats Real Estate (Regulation and Development) Act, 2016 ("the said RERA") and the rules framed there under and as demanded by the Purchaser/s; The purchaser/s have also received the copies of following documents at the time of booking of the "said premises"-

1. Copy of 7/ 12 extract.
2. Copy of Building Permission and Commencement Certificate
3. Copy of N.A. Order.
4. Copy of RERA Registration Certificate.
5. Copy of Title Certificate.
6. And all the relevant documents pertaining to the said property.

The purchaser/s has received the copies of documents as referred above and the purchaser/s admits and acknowledges the receipt of the same. The purchaser/s has for his/her/their benefit and for the benefit of the other occupiers of the building accepted terms and conditions for the use and enjoyment of "said premises" and also restrictions of use of Flat.

12. **AND WHEREAS** on demand from the Allottee/Purchaser/s, the Owner/Promoter has given inspection to the Allottee/Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Owner/Promoter and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

13. **AND WHEREAS** after the Allottee/ Purchaser/s has made an enquiry to purchase the said Premises. The Allottee/Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Owner/Promoter herein & other related permissions and sanctions for construction of the project and accordingly, on satisfaction of Allottee/Purchaser/s. The Allottee/ Purchaser/s has/have agreed to purchase the residential "said premises"/ Apartment which is more particularly described in the Schedule II hereunder written and shown on the plan annexed hereto.

Annexure

नसिन-३	
दस्त क्र. (५००९/२०२४)
१२	५०



14. **AND WHEREAS** on demand from the Allottee/ purchaser/s, the owner/ Promoter has also given inspection to the Allottee / purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications 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 hereunder; Allottee/Purchaser/s has/have satisfied himself/herself/ themselves in all respect.
15. The Promoter/s has /have also made available to the Allottee(s) the information relating to the stage wise time schedule of the completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.
16. Being satisfied with the title of the Promoters to the "**said premises**" and the right of the Promoter/s to develop the said property and being satisfied with all the plans, specifications and other documents made available by the Promoters, the Allottee(s) has/have agreed to purchase and acquire the "**said premises**" more particularly described in the **Schedule II** hereunder written from the Promoters at or for the aggregate consideration is **Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs Only)** and on the terms and conditions contained hereinafter;
1. The Allottee (s) have prior to the execution of these presents paid to the Promoters a sum of **Rs. 9,60,000/- (Rupees Nine Lakhs Sixty Thousand Only)** towards earnest money and have agreed to pay a further sum of **Rs. 95,40,000/- (Rupees Ninety Five Lakhs Forty Thousand Only)** towards further consideration amount as per the stages of the construction.
 2. Under Section 13 of RERA, the Promoter/s is/are required to execute a written Agreement for Sale in respect of the "**said premises**" with the Allottee(s) being these presents and upon the execution of these presents and it being lodged for registration by the Allottee(s) and the Promoter/s being informed about the same, the Promoter/s is/are required to admit execution thereof before the concerned Sub-Registrar/s;
 3. The parties are accordingly executing these presents in the manner hereinafter appearing;
 4. The Allottee (s) shall bear the common maintenance charges as particularized in Schedule hereunder written after the period of maintenance by the promoter/s is /are over as herein below mentioned.
 5. The Allottee (s) and the Promoter/s has/have agreed and settled the terms of the transaction and, therefore, record and execute this agreement.
 6. The Promoter/s is/are constructing residential tenements in the project which is presently named as "**ASHOK TOWER**" and the promoter/s reserved their right to change the name of the project at later stage.
 7. A] Owner/Promoter shall mean and include "Promoter" as defined in RERA and Purchaser shall mean and include "Allottee" as defined in RERA.
B] Flats/Units shall mean the Apartment as defined in RERA.

नमन-३

क्र.सं. ५००२/१९७१

९७-५४



NOW THEREFORE THIS AGREEMENT FOR SALE IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:-

1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.
2. **AND WHEREAS THE ALLOTEE / PURCHASER/ IS / ARE WELL AWARE OF ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:**
3. The Owner/Promoter herein have specifically informed the Allottee/Purchaser/s that, the present sanctioned buildings plans received from the Concerned Development Controlling Authority / Local Authority is for the, present available FSI for the said land only and further sanction to building plans for the remaining FSI (if any) of the said land and floating FSI/TDR (if any) is yet to be received and hence the plans may have to be changed and hence the Allottee/Purchaser/s hereby gives his/her/their irrevocable consent to the Owner/Promoter herein to carry out such amalgamation, alterations, modifications in the plot layout plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Owner/Promoter feels right in their sole discretion he/they may think fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.
4. **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 Owner / Promoter while developing the project land and the said building and upon due observance and performance of which only the completion / occupancy certificate in respect of the said building/s/ phase shall be granted by the concerned local authority.
5. **AND WHEREAS** the Association or Society for the Residential and Commercial project may be separately formed or Declared as the case may be by the Owner / Promoter. The Purchaser / Allottee shall not raise any objection for the decision of formation of separate Apartment Association or Society, for the Residential and Commercial project or consolidated Apartment Association or Society for the Residential and commercial project.

नसिन-३	
दस्ता क्र. (५२०२/२०२४)
५२	-५०



6. The Allottee/Purchaser/s is /are satisfied about all the observations and performances of the Owner/ Promoter which are observed / observing and performed/performing by the Owner / Promoter while developing the said project. The Owner / Promoter will comply all the conditions stipulated as above however the Owner/Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Owner / promoter shall not be further responsible for any or all conditions/ stipulations laid down by the Authority which is / are not as per the prevailing rules, regulation and Act.
7. **AND WHEREAS** the Allottee / Purchaser/s has agreed to purchase the "**said premises**" based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee / Purchaser/s strictly.
8. **AND WHEREAS** there is a refuge area on seventh floor of the building as per the sanctioned building plan. The Allottee / Purchaser/s is well aware of the same and agrees not to use the said 'refuge area' for his/her own personal use and or as play area or for any other common use/purpose. There is no ambiguity in respect of the use of the 'refuge area' and the Allottee / Purchaser/s and their heir, assignees or any person claiming through him/her/them agrees to abide by the restrictions in respect of the use of the same. The refuge area shall be locked and the keys shall be kept with the Security Guard & owners of the Flats/Units adjoining such refuge area. The maintenance of the refuge area shall be carried out of the common maintenance amount paid by the Allottee / Purchaser/s.
9. **AND WHEREAS** the Allottee / Purchaser/s on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the Allottee / Purchaser/s and that the Allottee / Purchaser/s shall not hold the developer responsible for the such contrary conditions.
10. **AND WHEREAS** the Association or Society for the Residential and Commercial project may be separately formed or Declared as the case may be by the Owner / Promoter. The Purchaser / Allottee shall not raise any objection for the decision of formation of separate Apartment Association or Society, for the Residential and Commercial project or consolidated Apartment Association or Society for the Residential and commercial project.
11. **AND WHEREAS** the Allottee / Purchaser/s has independently made himself aware about the specifications provided by the Owner / Promoter in the "**said premises**" and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Schedule III**.



- 1. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 2. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 3. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 4. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 5. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 6. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 7. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 8. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 9. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.
- 10. The Client shall be responsible for the provision of all necessary documents and information to the Contractor in a timely manner.

नसिन-३
दस्तावेज क्र. (५००/२०२४)
१३-५०



12. The Promoter/s has/have commenced construction of a residential building and residential units thereon. The purchaser/s has/have shown willingness to purchase **"said premises" i.e. Flat No. 304 on Third Floor, Carpet Area admeasuring 118.80 Sq. Mtrs., Balcony Area 13.25 Sq. Mtrs.,** constructed / to be constructed in the building of the project called **"ASHOK TOWER"** consisting of a Hall, Kitchen, Bedrooms along with toilets the said premises in the said building which is called **"ASHOK TOWER"**. The **"said premises"** is constructed as per approved plan shown to the purchaser/s and the copy of which is provided to the purchaser/s. The Promoter/s shall not cause changes to the general design of the residential units to be constructed as per the said approved plan. If at all general design is to be changed or modified which is going to affect the **"said premises"** agreed to be sold vide the present Agreement to the purchasers particularly described in **Schedule-II**, then the Promoters shall obtain consent in writing from the purchaser/s and the purchaser/s shall not unreasonably withhold the said consent.
13. **It is further provided that: -**
- I In the common area of the building the Allottee (s) shall has/have share considering the total number of residential units to be constructed upon the said property.
- II Provided always that share of the common areas may fluctuate if the Promoter/s is/are able to construct additional floors in the said property on account of availability of additional area for construction on account of change of rules of Floor Space Index during the period of the construction and completion of building. However due to the change of share in common area the consideration as settled and agreed shall not change. The Promoter shall be entitled to carry out the remaining and further additional construction in accordance with the approval they get from Nashik Municipal Corporation Nashik.
- III The Allottee/Purchaser/s shall park their vehicles in the Apartment Owners parking area provided in the building as per the plans provided by the promoter at the time of possession. The Allottee shall use Apartment owner's car parking areas for parking his/her own vehicle for the beneficial use of the **"said premises"** & shall use the same as per rules and regulations of condominium, and the owner promoter shall not be responsible for the same in any manner. The Owner/Promoter has made available common car parking/s as per the rules and regulations of Municipal Corporation.
- [A] The Allottee (s), has agreed to purchase the **"said premises"** from the Developer/ Owner and the Owner / Promoter agrees to sell the **"said premises"** at or for **Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs Only)**, which price is agreed to be paid in the manner hereinafter appearing. The Allottee (s)/s admits that the consideration settled is as per the market price prevailing in the said locality and the amenities offered by the promoter/s.

नमून-३

दिनांक	२२/०९/२०१६
पृष्ठ	६-२१६



[B] The said consideration is inclusive of: -

- i. All costs & expenses, stamps, registration engrossing sale deed / deed of apartment or a deed alike nature thereof.
- ii. Cost of electric and water meter & connection with deposit thereof and supply thereof from the poles.
- iii. Share of outgoings taxes etc.
- iv. Cost of formation and registration of Society/ or Apartment Association or limited company and other amounts of shares etc.

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

14. The said consideration of Rs. 1,05,00,000/- (**Rupees One Crore Five Lakhs Only**), shall be paid by the Allottee (s)/s in the manner of installments as per stages herein below mentioned. It is not at all binding on the Promoters to issue a formal demand for the payment. The Allottee (s)/s is/are bound to make the said payment as per stages as provided herein without committing default thereof. The Promoter/s in their discretion send a formal letter of demand on the address of the Allottee (s)/s by mail or courier or by any other mode as may be deemed fit. The Allottee (s)/s is aware of the stages up to which the work is completed and shall make payment of all instalments which became due as provided hereafter within **7 days** from the date hereof and remaining instalments in time. Time is the essence of contract.

15. The Allottee/s has/have agreed to pay to the Owner/ Promoter the lump-sum purchase price of Rs. 1,05,00,000/- (**Rupees One Crore Five Lakhs Only**), being the purchase price for the "**said premises**" and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building "**ASHOK TOWER**" more particularly described hereunder written as under:-

A. The Allottee/s agrees and undertakes that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of Agreement. The Allottee has / have prior to the date of execution of this presents paid consideration amount as under: -

नसिन-३
दस्तावेज क्र. 4002/2024
96-96



- [B] The said consideration is inclusive of: -
- i. All costs & expenses, stamps, registration engrossing sale deed / deed of apartment or a deed alike nature thereof.
 - ii. Cost of electric and water meter & connection with deposit thereof and supply thereof from the poles.
 - iii. Share of outgoing taxes etc.
 - iv. Cost of formation and registration of Society/ or Apartment Association or limited company and other amounts of shares etc.

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

14. The said consideration of Rs. 1,05,00,000/- (**Rupees One Crore Five Lakhs Only**), shall be paid by the Allottee (s)/s in the manner of installments as per stages herein below mentioned. It is not at all binding on the Promoters to issue a formal demand for the payment. The Allottee (s)/s is/are bound to make the said payment as per stages as provided herein without committing default thereof. The Promoter/s in their discretion send a formal letter of demand on the address of the Allottee (s)/s by mail or courier or by any other mode as may be deemed fit. The Allottee (s)/s is aware of the stages up to which the work is completed and shall make payment of all instalments which became due as provided hereafter within **7 days** from the date hereof and remaining instalments in time. Time is the essence of contract.

15. The Allottee/s has/have agreed to pay to the Owner/ Promoter the lump-sum purchase price of Rs. 1,05,00,000/- (**Rupees One Crore Five Lakhs Only**), being the purchase price for the "said premises" and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building "ASHOK TOWER" more particularly described hereunder written as under:-

A. The Allottee/s agrees and undertakes that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of Agreement. The Allottee has / have prior to the date of execution of this presents paid consideration amount as under: -

नसम-३

दस्तावेज (य. नं. 1907/1)

पृष्ठ - 46



Payment Schedule:

<u>Amount</u>	<u>Particulars</u>
Rs. 1,11,000/-	Rs. One Lakh Eleven Thousand Only paid by Cheque No. 518333 Dated 15/05/2024.
Rs. 4,00,000/-	Rs. Four Lakhs Only paid by Cheque No. 624786 Dated 15/05/2024.
Rs. 2,50,000/-	Rs. Two Lakhs Fifty Thousand Only paid by Cheque No. 000030 Dated 21/05/2024.
Rs. 94,000/-	Rs. Ninety Four Thousand Only paid by Cheque No. 518334 Dated 30/05/2024.
Rs. 1,05,000/-	Rs. One Lakh Five Thousand Only paid by TDS Challan Dated 30/05/2024.
Rs. 9,60,000/-	Rs. Nine Lakhs Sixty Thousand Only

The Purchaser hereby agrees to pay the balance amount of **Rs. 95,40,000/- (Rupees Ninety Five Lakhs Forty Thousand Only)** within 15 days to the Promoter.

Provided further that the Allottee has seen the progress of work and shall pay all outstanding installments within 10 days from the date hereof.

Provided further that the payment of installment shall be made as per Schedule above on progress of work irrespective of date of possession provided hereafter.

- The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the Nashik Municipal Corporation and/or any other increase in charges which may be levied or imposed by the Nashik Municipal Corporation Nashik from time to time. The Owner Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed by the Nashik Municipal Corporation Nashik, the Purchaser shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- The construction of the building subject matter of present unit is going on and all the other allied construction works are in progress simultaneously. The Purchaser shall have to pay his part of consideration as per the stages of construction time to time. The Allottee (s) shall pay the balance amount of consideration money payable as on date, within seven days from the date hereof and shall pay further installments on due dates whether demanded or not. The time being is essence of contract.

Total _____



18. The payment as per the particulars mentioned above is the essence of this agreement. The Promoters may at their own discretion decide to terminate this agreement, if there is no receipt for payment of the installment as per the forecast schedule agreed by the Alottee.
19. It is further provided that if any additional amenities are demanded by the Alottee above the specification as set out in the contract, then the Alottee shall not be liable to pay any additional cost for the changes. The cost of the said modifications shall be as decided by the Promoters and his decision shall be final and the amount shall be paid as decided and agreed at the convenient time.
20. The Alottee shall not interfere with their own discretion in respect of the materials used in the construction of building during progress of the construction. However, it is made clear that any complaint as to the Standard of the material used after the particular stage of the work is complete, will not be entertained by the Promoters. The queries shall be answered by the architect of the project.
21. The Promoters shall maintain the list of the residential units and units used for them except giving the details of the respective transactions.
22. The Promoters declare there are no outstanding against "land premises" and they have paid and satisfied the non-approval assessment and have paid the development charges to the Mysore Municipal Corporation Mysore for the approval of the building plan.
23. Without prejudice to the right of Lower Promoter to change interest. The Purchaser hereby agrees that if the Purchaser commits a default (i) in payment of any of the above said installments on term respective mentioned time term of the essence of the contract, with or without interest as the case may be, and/or (ii) in observing any of the terms of any of the aforesaid conditions of this agreement and if the default continues for more than 30 (thirty) days notice in writing by the promoter, then the address provided by the Purchaser under the said conditions provided by the Lower Promoter to the Purchaser at the address provided by the Purchaser, of his residence to determine the specific location of residence of the purchaser in respect of which it is intended to determine the agreement. If the Purchaser fails to rectify the defect or breach mentioned by the Lower Promoter within the period of the notice then the said conditions shall be deemed to be satisfied and the purchaser shall be deemed to have accepted the agreement. However, in the event of termination, the Lower Promoter shall refund to the Purchaser subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Lower Promoter within period of thirty days of the termination. The maintenance of site construction of the

नसमन-३



नसमन-३

दस्ता क्र. (५-६० (२०२४))

१६-५६



18. The payment as per the particulars mentioned above is the essence of this agreement. The Promoter/s may in his/her/ their own discretion decide to terminate this agreement, if there is a default in payment of the installment as per the aforesaid schedule agreed by the Allottee (s)/s.
19. It is further provided that if any additional amenities are demanded by the Allottee (s)/s or the specifications as set out are changed, then the Allottee (s)/s in both the events has to pay additional costs for the changes. The cost of the said modifications shall be as decided by the Promoter/s and his decision shall be final and the amount shall be paid as decided and agreed at the relevant time.
20. The Allottee (s)/s may in his/ her/ their own discretion inspect the materials used in the construction of building during process of the construction. However, it is made clear that any complaint as to the Standard of the material used after the particular stage of the work is complete, will not be entertained by the Promoter/s. The queries shall be answered by the architect of the project.
21. The Promoter/s shall maintain the list of the residential units sold and unsold for their record giving the details of the respective transactions.
22. The Promoter/s declares there are no outstanding against "*said premises*" and they have paid and satisfied the non agricultural assessment and have paid the development charges to the Nashik Municipal Corporation Nashik for the approval of the building plans.
23. Without prejudice to the right of Owner / Promoter to charge interest. The Purchaser/s hereby agree/s that if the Purchaser/s commits a default (i) in payment of any of the aforesaid installments on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or, (ii) in observing and performing any of the terms and conditions of this Agreement, and if the default continues in spite of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the Purchaser and/or by email having been given / sent by the Owner / Promoter to the Purchaser/s at the email address provided by the Purchaser, of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner/ Promoter within the period of the notice, then at the end of such notice period the Owner/ Promoter shall be at liberty to unilaterally terminate this Agreement. Provided further that in the event of termination, the Owner/ Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Owner/ Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the

नमन-३
दस्तावेज क्र. (५००६ / २०२४)
१० - ५०



Unit/Eat which may till then have been paid by the Purchaser to the Owner/ Promoter. The Owner/ Promoter shall be entitled to deduct the earnest money that is amount equal to 20% of the consideration money paid by the Purchaser/s to the Owner/ Promoter and refund the balance installment amounts. The amounts paid by the Purchaser/s to the Owner/ Promoter till then towards G.S.T. and other like taxes shall be non-refundable. On the Owner/ Promoter terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the "said premises" to any other persons/parties as the Owner/ Promoter may deem fit and proper, at such price and upon such terms and conditions as the Owner/ Promoter may determine and the Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Owner/ Promoter by reason of such sale or transfer being affected by the Owner/ Promoter in favor of any other person/s or party.

24. Without prejudice to the other rights of the Owner/ Promoter under this Agreement and/or in law the Purchaser/s hereby agree and undertake in case the Purchaser/s fail to pay the installment amounts on its due date as mentioned, then in that event, the Purchasers shall be bound and liable to pay the Owner/ Promoter interest that shall be the highest State Bank of India Marginal Cost of Lending rate plus two percent or interest as may be applicable under the provisions of RERA and in absence of any such provision at 10% p.a. whichever is higher on and from the due date till the date of actual payment. Provided further that the Owner/ Promoter shall be entitled to appropriate the amount received from Purchaser firstly towards the interest and thereafter towards consideration / installment amount or any other amount payable by the Purchaser. The Purchaser/s hereby grants its / her / his / their consent to the aforesaid appropriation.
25. The Owner/ Promoter shall upon obtaining the occupancy certificate / completion certificate and the payment made by the Purchaser as per the agreement shall offer the Possession of the "said premises" in terms of this Agreement. The Purchaser/s shall be bound and liable to take possession of the "said premises" within 15(Fifteen) days from the date of the Owner/ Promoter giving written notice to the Purchaser/s. The Purchaser/s hereby agrees and undertakes to pay the maintenance charges as determined by the Owner/ Promoter or association of Purchasers as the case may be. The Owner/ Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the project.
26. The Purchaser shall take possession of "said premises" within 15 days of written notice from the Owner/ Promoter to the Purchaser intimating that the "said premises" is ready for use and occupancy.

नसम-३	
दस्ता क्र. (१०० (१०२५)
	१८-३०



27. Upon receiving a written intimation from the Owner/ Promoter the Purchaser shall take possession of "**said premises**" from the Owner/ Promoter by executing necessary indemnities, undertakings, and such other documentation as may be required by Owner/ Promoter in this Agreement and the Owner/ Promoter shall give possession of "**said premises**" to the Purchaser. In case the Purchaser fails to take possession within the time provided such Purchaser shall continue to be liable to pay maintenance charges as applicable.

The Owner/ Promoter shall give Possession of the "**said premises**" to the Purchaser/s within such time as described hereunder, subject to the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the Buildings to be constructed on the said property and subject to force majeure conditions. If the Owner/ Promoter fails to give possession of "**said premises**" to the Purchaser on account of reasons not beyond his control and his agents by the aforesaid date, then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of "**said premises**" with interest at the same rate as may be mentioned in the Clause herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. In the above event, neither party shall have any other claim against the other in respect of the "**said premises**" or arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the "**said premises**" to any other person at such price and upon such terms and conditions as the Developer may deem fit. Provided however that the Developer shall be entitled to reasonable extension of time for giving delivery of "**said premises**" on the aforesaid date by applying to the Real Estate Regulatory Authority constituted under Section 6 of the said RERA, if completion of the building in which "**said premises**" is to be situated is delayed on account of Provided that the Owner / Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/s and the Owner / Promoter for giving possession of "**said premises**" on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the possession of "**said premises**" is delayed on account of force majeure as mentioned below.

- (i) The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause No. 2.4 written herein above.
- (ii) Any extra work required to be carried in the said Flat/ Apartment as per the requirement and at the cost of the Allottee/Purchaser/s.
- (iii) War, civil commotion or any act of God.
- (iv) Non availability of Steel, Cement, Natural Sand, Small Stone (Khadi), and another building material, and Water or electric supply.
- (v) Any Notice / order Rules or notification of the Government and /or Competent Authority,
- (vi) Any Permission or Sanction from the concerned Authority/ies, being delayed in spite the same being followed up by the developer /promoter

नसम-३

दस्तावेज क्र. (५६०९/२०२४)

१०-५०



- (vii) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies in spite of the same being followed up by the Owner/Promoter as the said project contains modern amenities and facilities.
- (viii) Any litigation or any order of any Court or judicial forum.

28. Upon possession of the "*said premises*" being handed over to the Purchaser/s, he/she/they/it shall be entitled to the use and occupation of the "*said premises*" for lawful and approved residential purpose only. Upon the Purchaser/s taking possession of the "*said premises*" he/she/they/it shall have no claim against Owner/ Promoter in respect of any item of work in the "*said premises*", which may be alleged not to have been carried out or completed. The only liability of the Owner/ Promoter shall be the statutory liability under Section 14(3) of the said Act which relates to the defect liability period of Five (5) years.

29. On and from the date of taking possession of the "*said premises*" from the date of expiry of a period of 15(Fifteen) days from the date of the Owner/ Promoter intimating by letter or email or by any other mode to the Purchaser to take the possession of the "*said premises*", whichever is earlier, the Purchaser/s shall be bound and liable to bear and pay all taxes levied by Nashik Municipal Corporation Nashik, and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said Flat/"*said premises*", irrespective of whether the purchaser's take the possession or not.

30. The "*said premises*" is intended and shall be used for approved residential purposes only and the Purchaser/s shall not use the "*said premises*" or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the parking space/s allotted to him/her/it/them only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose and the parking space/s and the "*said premises*" shall always be sold/transferred together with flat and not separately for any reason whatsoever.

31. It is expressly agreed that the Purchaser/s shall be entitled to use the "Common Areas and Facilities" appurtenant to the "*said premises*" and the nature, extent and description of such "Common Areas and Facilities" and the "Limited Common Areas and Facilities" is set out in the **Schedule-III** written hereunder.

32. The fixtures, fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Developer in the said building and project and the "*said premises*" are described to the purchaser/s and is satisfied himself/herself/themselves/itself about the same before taking possession of the "*said premises*".

नासन-३	
दस्ता क्र. (५०० (२०२४)
२०	--५७



33. The Owner/ Promoter have informed the Purchaser/s as under: -
- The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared/divided between the purchasers of "said premises" in the Buildings and Project "ASHOK TOWER" constructed/ proposed to be constructed on the said property;
 - The Purchaser/s shall not in any manner object to the aforesaid arrangement. The Purchaser/s in fact hereby gives his/her/their consent and approval to this arrangement.
 - Without prejudice to generality, the Purchaser shall be liable to contribute for premium payable towards general insurance and title insurance as may be applicable in the manner in which expenses for maintenance are to be shared.
34. Within 15 days after notice in writing is given by the Owner/ Promoter to the Purchaser that "said premises" is ready for use and occupancy, and from the date of entering upon the "said premises", the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in advance to the Owner/ Promoter until the conveyance of the project is executed in favor of association of the Purchasers, and thereafter to the said association for (a) Insurance Premium (b) All Municipal/ Cantonment and other taxes that may from time to time be levied in respect of the "said premises" and/or building and betterment charges or such other levies by the Nashik Municipal Corporation Nashik, and/or government water taxes and water charges, common lights, repairs, salaries of clerks bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums or any other outgoings incurred in connection with the "said premises" and the Buildings and the Project. Provided that the Owner/ Promoter shall be liable to pay only the municipal rates and taxes, at actuals, in respect of the unsold units in the Buildings to be constructed on the said property. The amounts so paid by the Purchaser to the Owner/Promoter shall not carry any interest and remain with the Owner/ Promoter until handing over possession to the particular Unit Holders.
35. **DEFECT LIABILITY**
- 35.1 If within a period of five years from the date of handing over "said premises" to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Owner/Promoter any structural defect in the "said premises" or the building in which the "said premises" are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner