

READY RECKNER CHART NO. 12.2
RATE RS.34,500/- PER SQ. MTRS.
CARPET AREA 59.107 SQ. MTRS.
MARKET VALUE RS. 22,44,000/-
CONSIDERATION RS. 24,50,000 /-
STAMP RS. 1,47,000/-
Reg. Fee Rs. 24,500/-

AGREEMENT OF SALE

THIS **AGREEMENT OF SALE** is made & executed at Nashik
on this **22th** day of **July** 2024.

B E T W E E N

- 1) **MRS. ROHINI UTTAM PAWAR**
Age: 50 Years, Occupation :- Housewife
PAN:- FBYP 7122 L
Aadhar No. 8504 9618 2235
- 2) **MR. UTTAM GANPAT PAWAR**
Age: 52 Years, Occupation :- Business
PAN:- BCTPP 3574 L
Aadhar No. 7896 5917 2226
R/o. Plot No. 28, Gat No. 501,
Rajya Karmachari Soc. Yojana No. 2 , Satpur,
Nashik- 422 012.

Hereinafter referred to as the "**PURCHASERS/ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.

A N D

M/S. MAYURI INFRASTRUCTURE PRIVATE LIMITED
PAN - AAGCM0929H
Through its Director
MR. BHANUDAS PANDIT CHAUDHARI,
Age : 53 Years, Occupation : Land Developer,
Adhaar No. 7141 1596 0801,
PAN - AANPC 0991 R,
Mo. No. 9881133881
R/o - Dhanai Bunglow, Plot No. 6, Shahid Circle,
Abhuday Colony, Savarkar Nagar,
Gangapur Road, Nashik.

Hereinafter referred to as the “**VENDOR/PROMOTER**” (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

WHEREAS the Vendor/ Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the non agricultural land situated at village **Gangapur**, Tal - Dist. Nasik, more particularly described in the first schedule written hereunder and hereinafter referred to as the **PROJECT LAND**.

1. - TITLE HISTORY -

AND WHEREAS the Vendor/ Promoter purchased the said property i.e. Plot no. 4,5,35, & Plot no. 36/37A of S. No. 124/1 of Village Gangapur, Tal. - Dist. Nashik from the previous owners **Mr. Sunil Krishnarao Vanikar & Mr. Mahesh Bajirao Sonawane** by way of Sale-Deed which is registered in the Office of Sub-Registrar, Nashik - 4 at Sr. No. 4612/2021 dtd. 09.04.2021 and name of the Vendor/ Promoter is mutated in the owners column of the record of rights by mutation entry no. 20687. Thereafter the vendor transferred an area admeasuring 11.43 sq. mtrs., of Plot no. 35, 13.37 sq. mtrs., of plot no. 36/37A, to Nashik Municipal Corporation towards road widening of colony roads. Then vendor decided to develop the said property & purchased TDR area measuring 312.00 sq. mtrs., from and out of development right Certificate no. 80, dated 31.07.2001, actual utilization comes to 26.00 sq. mtrs., vide 312 X 200 ÷ 3000 from Smt. Hirabai Mohanlal Chopada.

AND WHEREAS the Promoter is in possession of the project land and is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein.

AND WHEREAS the Property 7/12 extract for above Said Project Land is annexed herewith as “**Annexure A**”.

2. N. A. Permission -

AND WHEREAS as per Nasik Municipal Corporation Nasik Development Plan, the said land is in development zone. AND WHEREAS Hon. Collector of Nasik also granted permission for Residential Non Agricultural use of the said piece of land vide letter No. Mah/Kaksh-3/4/B.She.P.Kra./S275/2010, dated 02.11.2010. And the final layout upon

the said property is approved by the Asst. Director, Town Planning, Nashik Municipal Council vide its order no. Nagar rachana Vibhag/Antim/Satpur/B1/15, dated 20.08.2011.

3. Building Permission -

AND WHEREAS the vendor /Promoter has prepared a building plan for the erection Residential + Commercial Project over S. No. 124/1/Plot/4 & 124/1/Plot/5, 124/1/Plot/35 & 124/1/Plot/36/37A which is sanctioned by Hon. Executive Engineer, Town Planning Department, Nashik Municipal Corporation, Nashik vide sanction building permit & Commencement Certificate dated 22.11.2021, bearing No. LND/BP/B1/BPT303/2021.

AND WHEREAS by virtue of all Deeds, documents mentioned above and Government permissions mentioned herein above, the Promoter is entitled to construct Residential and commercial buildings on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, shops, constructed thereon and to enter into the agreement with the Allottee's and to receive the sale price in respect thereof.

4. Urban & Ceiling -

AND WHEREAS the said land does not come within the territory of Nashik Urban Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable

5. REAL ESTATE PROJECT -

- a) **Name: "MAYURI HEIGHTS" Residential + Commercial Complex (Hereinafter referred to as the "Project")**
- b) **Address** - Plot no. 4,5,35, & Plot no. 36/37A of S. No. 124/1, situated at Village Gangapur, Tal. & Dist. Nashik, within the limits of Nasik Municipal Corporation Nasik.
- c) **Architect - AND WHEREAS** the Promoter has appointed Architect - **Hemant Pawar** having their office at Nashik who is duly registered with the Council of Architects at **Nashik**.

- d) **Structural Engineer - AND WHEREAS** the Promoter/Owner have also appointed the Structural Engineer **Mr. Kishor Chopda** having their office at Nashik, for structural designs and drawings of the building/s and the Promoter shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
- e) **Plumbing Engineer - AND WHEREAS** the Promoter has also appointed plumbing engineer **Mr. Sharad Sagar** having address at Office at Nashik to design the water treatment, storage and pipeline infrastructure for the Project.
- f) **Electrical Engineer - AND WHEREAS** the Promoter has also appointed Electrical Engineer **Mr. Rahul Jadhav** to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.
- g) **Current Sanction Project - AND WHEREAS** based on the commencement certificate mentioned above, following units are currently sanctioned :

The project shall be of 60 units having total builtup area of 3537.27 sq. mtrs., consist of 6 commercial units having built up area of 250.50 sq. mtrs., & 54 Residential units having built up area 3276.77 sq. mtrs.

(Signature of the Allottee)

(I have verified the sanctioned plans and read the commencement letter)

- h) **Existing Built-up Area (F.S.I Area) - AND WHEREAS** The Promoter hereby declares that as per commencement certificate for current sanction as mentioned above, the total built-up area (F.S.I area) is as mentioned on the sanctioned building plan.
- i) **Future Potential of Project - AND WHEREAS** as mentioned above there is possibility of getting additional F.S.I in future in the form of either paid F.S.I, premium F.S.I, amenity handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this

additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans.

j) **Future Potential F.S.I & Non- F.S.I area** - As per the future development potential of the project as mentioned above, the total F.S.I & Non- F.S.I area for the development potential works as per sanctioned building plan. However, this area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

k) **Commencement of Project - AND WHEREAS** upon obtaining all the above permissions the Promoter has started the construction of the Project.

6) Compliance of Real Estate (Regulation & Development) Act, 2016

a) **AND WHEREAS** The Real Estate (Regulation & Development) Act, 2016 has come into force since 1/05/2017. Since "**MAYURI HEIGHTS**" **Residential & Commercial Complex** is an ongoing project, so the Promoter have registered the same with the Authority. The Maharashtra RERA Authority has issued registration certificate of the said project under registration no. P51600045205 on 10/05/2022.

b) **Definition of Carpet area , Balcony area, Terrace area and common areas - AND WHEREAS** for the purpose of this agreement following areas are defined:

Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B.

Balcony area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B.

Open Terrace Area: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B.

Common Areas: As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

c) **Inspection of all documents by Allottee - AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under the The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.

Signature of the Allottee

(All documents pertaining to the Project have been inspected by me)

d) **Disclosure regarding litigation - AND WHEREAS** the Promoter hereby declares that there are no civil/ criminal case is pending with respect to the said land.

e) **Disclosure regarding reservation in the said Land -** The Promoter hereby declare that there is no reservation or acquisition on any part of the said Project Land and also said land is free hold land.

f) Disclosure regarding separate Legal Entity for Residential and Commercial Building - The Promoter hereby declare that the separate legal entity will be formed for Residential and Commercial Buildings.

7) Interest shown by the Allottee - AND WHEREAS Allottee was in search of Residential premises in vicinity of Village Gangapur and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the **Flat No. 303, on the Third Floor** in the project known as "**MAYURI HEIGHTS**" **RESIDENTIAL COMMERCIAL COMPLEX** which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned floor plan and typical floor is annexed herewith as "**Annexure**"H".

8) Offer and Acceptance - AND WHEREAS, in accordance with terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Residential Flat.

9) Willingness to enter into Agreement - AND WHEREAS, the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

10) Registration of Agreement - AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said apartment/commercial and therefore, Promoter and the Allottee are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

11) Entire Agreement - AND WHEREAS this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said flat.

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

12) Obligation of the Promoter :

- a) **Said Apartment** - As per the interest shown by the Allottee in above mentioned clause, the Promoter has agreed to sell the Flat more particularly described in "**Schedule B**" subject to the consideration amount and payment schedule as detailed herein under.
- b) **Development Works** - The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in "**Schedule C**"
- c) **Internal Specification** - The Promoter hereby assures to provide Internal Specifications to the flat more particularly described in "**Schedule D**"
- d) **Adherence to Sanctioned Plan & other permissions** - The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
- e) **Variation in carpet area** - The Promoter hereby assures that after construction of the Flat , there shall not be variation of more than **4 to 5 %** in the carpet area as mentioned in **Schedule B**. However, if there is any reduction in carpet area beyond the above mentioned

variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount.

- f) Possession date of the apartment** - The Promoter hereby assures that they shall complete the construction and give possession of the flat (mentioned in **Schedule B**) to the Allottee on or before **31st December 2025**. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.
- g) Completion / Occupancy Certificate** - The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy/completion certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/completion Certificate.
- h) Defect Liability Period** - The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision without any further charge if any such defect is brought to the notice by the Allottee within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee (if the flat is kept closed i.e. without any ventilation for a period of more than 90 days), force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.
- i) Formation of legal entity** - The Promoter hereby assures that it will form separate Co-operative Society or Condominium of Apartment(As per Maharashtra Ownership Flats Act 1963- Section 10) for each

Residential/Commercial building within three months from the date on which fifty one percent of the total number of allottees in such a commercial building have booked their Flats. However, any delay towards affixing signature of Allottee's on such society formation/Apartment registration documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Societies/Federation will also be formed after obtaining final occupation certificate of last Commercial building.

- j) Conveyance to legal entity** - Occupancy/Completion certificate or after obtaining full and final consideration from all allottees in that respective building whichever is later. The Promoter further assures that the entire undivided land underneath all Commercial buildings jointly along with amenities, utilities and services will be conveyed to the Apex body within a period of 2 years upon obtaining full and final occupation/Completion certificate.

13) Obligation of the Allottee

- a) Specific consent (along with this agreement)** - In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following :
- To construct the project as per the future potential layout/building Plan
 - Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed.
 - Change of unit plans of amenity buildings to be constructed on Amenity space.
 - AdditionalFloors to be constructed in Building "A & B".
 - Change in building / layout plans due to instructions received by local authority.
 - Minor additions or alteration.

(Signature of Allottee)

(This consent shall be construed as informed consent)

- b) Specific consent (when required later)** - The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing or by written notice to the said proposed changes within 7 days from the date of the successful delivery of the said e- mail to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.
- c) Possession of the apartment** - The Allottee hereby assures that they shall take possession of the **Flat** within 15 days upon receiving written notice regarding readiness of the apartment for occupation.

Consideration Amount - After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Flat for a lump sum consideration **Rs. 24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only)** to be paid by the Allottee to the Promoter towards the said Flat hereinafter referred to as the “**Consideration amount**”. The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Flat is inclusive of cost of Said Flat and covered parking (if allotted), proportionate price of common areas & facilities

which is detailed in Schedule C. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

The allottee has paid **Rs. 50,000/- (Rupees Fifty Thousand)** by Cheque of NMC Bank Nashik Bearing Cheque No. 040540 Dated 03.02.2022 to promoter out of total amount of consideration **Rs. 24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand Only)** by cash to the promoter on this agreement.

- d) Payment Schedule** - The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in **Schedule E**. And also the Allottee shall deduct the T.D.S. amount at source and shall forward the payment to the Promoter. Which agreed by the promoter.
- e) Early payment** –
- f) Taxes & Duties** - The Allottee and Promoter hereby agrees and accepts that the Consideration Amount includes expenses for stamp duty, registration fees, (G.S.T.), VAT or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. The Promoter agrees to pay all taxes and duties regarding this.
- g) Monthly Maintenance Amount** - The Promoter hereby assures that he shall bear all the monthly maintenance charges of the said flats for the period till the completion of the total complex as availed and till said complex is handed to managing/apex body. After availing the completion of the total complex and handing over the charge to the managing/body of the complex, thereafter the Allottee shall pay the monthly maintenance. Which is mutually agreed between the Promoter and the Allottee.
- h) Incidental Payments** - It is mutually agreed between the Promoter and the Allottee that the said consideration amount, includes Taxes (Service, Tax/ GST, etc) duties, Stamp duties, Registration Fees.

- i) Payment of water charges, electricity** - The Promoter hereby assures to pay necessary water charges, electricity user meter charges and NMC/local authority municipal tax as applicable till possession. There after it will be liability of Allottee.
- j) Repairs of the Apartment** - The maintenance of flat is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the flat is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.
- k) Alteration in the Apartment** - No addition or alteration will be carried out in the Flat or building in which the Flat is situated without the consent of the local authorities.
- l) Hazardous and dangerous goods storage** - The Allottee shall not store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated. In case any such damage is caused to the Flat or to the building in which the Flat is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for any such consequences.
- m) Maintenance of the internal Apartment** - The Allottee shall carry out at their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- n) Preserving the aesthetics and elevation** - The Allottee shall preserve

the aesthetics of the elevations of the scheme no Allottee of the said Flat shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoter.

- o) Demolition and common utilities maintenance** - The Allottee shall not demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- p) Cleanliness** - The Allottee shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- q) Sub-let, transfer of rights** - The Allottee have fully paid consideration amount to promoter so the Allottee can let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat.
- r) Abiding by Society bye- laws or regulations of Apartment** - The Allottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules,

Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

14) General / Miscellaneous stipulations

- a) **Time Extension** - The Promoters shall be entitled to get reasonable extension of time for giving possession of the Flat beyond date as mentioned above, if the completion of building in which the said Flat is situated is delayed on account of -
1. War, civil commotion or act of God;
 2. any notice, order, rule, notification of the Government and/or public or competent authority
 3. Delay in issuance of Completion Certificate due to reason/s not attributable to the non compliance of the Promoter.
- b) **Name in which payment is to be drawn for Consideration Amount** - Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of **M/s. Mayuri Constructions** by electronic mode of transfer.
- c) **Payment towards Taxes and Duties** - It is mutually agreed between the parties that the consideration Amount finalized between the Promoter and the Allottee is Inclusive of stamp duty, registration fees, VAT, Service Tax/ GST, T.D.S.
- d) **Maintenance of the Project** - Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in **Schedule F**, until Promoter hands over the maintenance account of the Project to Society/Apartment and/or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier . It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Flat Allottees and this

maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter on the maintenance amount.

- e) **Change in consultants** - The promoter shall have right to change and appoint any new consultant as per his discretion & choice.
- f) **Termination of Agreement by Promoter –**
- g) **Cancellation of Agreement by Allottee** - If the Allottee wishes to cancel the agreement due to reasons then the Promoter shall refund the entire consideration amount paid by the Allottee till the date of termination of the said Agreement.
- h) **Advertisement / Prospectus** - It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in **Schedule C and D** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
- i) **The Promoter Mortgage or create a charge** - The Promoter after executing the said agreement, he shall not mortgage or create any charge on the said Flat(excluding project loan) and if any mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such a mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such a Flats.
- j) **Entry of Promoters staff in the premises** - Till the conveyance in

favour of Federation is executed, the Allottee shall permit the Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.

- k) Movement of men and material** - The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned. The Allottee assures that after possession of the Said flat he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

(Signature of Allottee)

(This consent shall be construed as informed consent)

- l) Water connection and charges** - The Allottee is fully aware that the Promoter has already applied for the water connection for Said Scheme, but still it is not yet obtained from NMC .But till the water connections are available, the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Allottee/s agree to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter.

(Signature of Allottee)

(I hereby agree to pay necessary water charges as mentioned above)

- 1) Enclosure of terrace and fine thereof** - The terrace space adjacent to the flat shall belong exclusively to the respective Allottee of the flat and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned

local authority and the Promoter or the Co-operative Society/Apartment federation as the case may be shall be kept indemnified from any penal action at all times.

- m) None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said Land and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said flat hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking's, lobbies etc. will remain the land of the Promoters until the said Land is conveyed to the Federation of Co-operative Societies/Apartment Federation as agreed to be conveyed by the Promoters as per the terms and conditions of this agreement.
- n) **Jurisdiction** - This Agreement shall be governed by the laws of India and Courts of Nashik shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
- o) **Registration** - The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- p) **Stamp Duty** - The Promoter herein has paid stamp duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance in favor of respective building and/or federation/Apex body, then such incremental stamp duty shall be borne and paid by the Allottee.

SCHEDULE - A
(Project Land)

All that Piece and Parcel of Non – Agriculture land bearing **Survey No. 124/1, Plot No. 4/5/35/36/37/A** an area admeasuring **1044.82 Sq. Mtrs.** , Assessed at **Rs. 1065.72 paise** out of total area admeasuring **1161.06 Sq. Mtrs.**

situated at Gangapur, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation Nashik, which is bounded as follows: -

- On or towards East : Road, 36 Meters Development
Project Road
On or towards West : Colony Road
On or towards South : Plot No. 6 & 36+37/B
On or towards North : Plot no. 3 & 34

Together with all the rights appurtenant thereto.

SCHEDULE - B

All that piece and parcel of the constructed Residential premises bearing **Flat No. 403** admeasuring area **59.107** Sq. Mtr. Carpet on **Fourth floor** situated in the building along with appropriate ownership in the common areas of the said building known as "**MAYURI HEIGHTS**" a RESIDENTIAL AND COMMERCIAL COMPLEX on the land described in schedule - A as per the Sanctioned building plan by the Nashik Municipal corporation Nashik along with common Parking, which is bounded as Follows.

On or towards.

East	:	}	As per Sanctioned Building Plan
West	:		
South	:		
North	:		

SCHEDULE- C

Pro-rata right along with all the Purchaser/s of Premises in the said property in limited common area and facilities as follows

- 1) Staircase, Mid landings and main landing.
- 2) Ground floor entrance lobby & entrance area as marked on site.
- 3) Lift & lift room.
- 4) Common overhead tanks, septic tanks & water pumps.

SCHEDULE- D

FIRSTLY

INTERNAL SPECIFICATION OF FLAT

- 1) RCC frame structure with plastered brick work for external & internal walls.
- 2) One side laminated main door with security night latch and flush doors with cylindrical lock.

- 3) Edge cut vitrified 2' x2' tiles in the rest of the flats other than toilet's, WC, Terrace.
- 4) Glazed tiles flooring in the bathrooms/WC's and dado in bathrooms and WC's
- 5) Concealed plumbing line with hot & cold shower mixture & other fitting and sanitary ware for WC.
- 6) One wash basin.
- 7) Concealed electric wiring with wiring accessories, LV wires and modular switches and electric points.
- 8) Emulsion paint for the interior of the premises and exterior cement paint for the common area and the building.
- 9) One telephone point.
- 10) One inverter point.
- 11) Powder Coated Aluminum Sliding windows with S. S. Mosquito net.

SCHEDULE- D
SECONDLY

- 1) Twelve feet high compound wall.
- 2) Landscape garden
- 3) Main gate entrance & exit gate
- 4) Battery backup for lift and common electric points in staircase, parking & common areas.
- 5) Underground water reservoir.
- 6) Fire fighting system as required.
- 7) Parking as per approved plan.

SCHEDULE- D
THIRDLY

- 1) The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the terrace, garden and main water pipes, lifts and electric wires in under or upon the building and enjoyed or used by the premises holder/s in common with the other occupiers of premises and the main entrance, passage, landings, lifts and staircase of the building are enjoyed by the premises holder/s used by him/her/them in common as aforesaid and the boundary wall of the building compound etc.

- 2) The cost of cleaning & lighting the passages, water pump, landing, staircases lift, common lights and other parts of the building used by the premises holder/s in common as aforesaid.
- 1) The cost of the salaries of clerks, bill collectors, lift men and security, pump man, sweepers etc.
- 2) The cost of working and maintenance of common light, water pump, lift & other service charges.
- 3) Deposits for building, water meters, electric meter, sewer line etc.
- 4) Municipal & other taxed such as water charges, bills, common electricity charges bills, cess, levy and revenue N.A. taxes etc.
- 5) Insurance of the building.
- 6) Such other expenses as are necessary or incidental for the maintenance and upkeep of building/s.
- 7) Managed service of maintenance of garden property of Purchaser/s along with other Purchaser/s of the premises in the property as contracted and paid for to the organization managing the service at the rate decided mutually.
- 8) Single point managed service for sending/receiving courier as well as payment of bills at a cost as decided by the organization operating the service.

In witnesses whereof the parties hereto have hereunto set & subscribed their respective hands and seals the day & year herein above written.

SCHEDULE-E
(PAYMENT SCHEDULE-
(A & B Commercial Building)

Particulars	Amount (Rs.)
At the time of booking	--
Immediately upon and before execution and registration of Agreement of sale.	11,000/-
After Sanctioning loan from bank on sale deed	25,00,000/-
Total	25,11,000/-

SCHEDULE – F
(MAINTENANCE SCHEDULE)

Following are the particulars and cost heads under each maintenance account Individual/Respective building Maintenance

Sr.	C
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift b. Passage area lighting c. Any other electrical appliance meant for the respective building.
4	Annual maintenance charges for: a. Lift b. Video door phone c. Inverter backup

Common Area Maintenance

Sr. No.	C
1	Common area housekeeping
2	Electricity charges for: a. Street lighting b. Open space lighting c. Amenities
3	Annual maintenance charges for: a. Fire fighting b. Water treatment plant c. Water pumps
4	Water charges for tanker, water tax etc.
5	Admin. expenses

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

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED **"VENDOR/PROMOTER"**

M/S. MAYURI INFRASTRUCTURE PRIVATE LIMITED
Through its Director

MR. BHANUDAS PANDIT CHAUDHARI _____

[VENDOR/PROMOTER]

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED **"PURCHASERS/ALLOTTEES"**

1) MRS. ROHINI UTTAM PAWAR _____

2) MR. UTTAM GANPAT PAWAR _____
[PURCHASERS/ALLOTTEES]

WITNESSES:

1. _____

2. _____