

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA
परवाना क्र. १२१ / ०३

2024

दिनांक :

07AB 451560

नाशिक अ. नं. २५० पैकी रु.

घेणाऱ्याचे नाव

सुभाष चंद्र कामळकर मोदी

TREASURY OFFICE NASHIK

5 JUL 2024

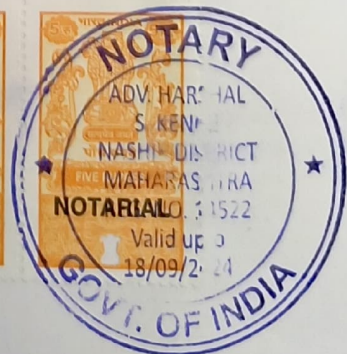
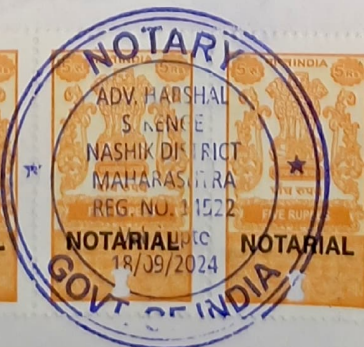
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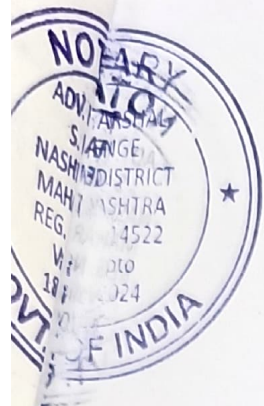
हस्त

एस.एम.गेडाम-स्टॅम्प वेंडर

मुद्रांक घेणाऱ्याची सही

NOTARY
NOTED & REGISTERED
at Serial No. 781524
DATE 29/8/2024
THIS DOCUMENT CONTAINS
1 Total Pages 1+2





Zone No.	: 16.2
Govt Rate of Flat	: Rs. 32,000/-
Carpet Area of Flat	: 37.51 Sq.Mtrs.
Usable Area of Balcony	: 6.97 Sq.Mtrs.
Government Value	: Rs. 15,66,000/-
Consideration Value	: Rs. 16,70,000/-
Stamp Duty	: Rs. 1,00,200/-
Registration Fee	: Rs. 16,700/-

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and executed at Nashik on this th day of the month **July** in the Christian Year **TWO THOUSAND AND TWENTY FOUR, A. D.,**



B E T W E E N

**M/s. RADHE ENTERPRISE,
(PAN No. AAMFR 6429 C)**

THROUGH ITS PARTNER,

MR. DINESHBHAI CHHAGANBHAI PATEL,

Age: 59 Years, Occupation: Business,

(Mob No. 9766299499) (Email ID- radheenterprises50205@gmail.com)

Add: 01, Gulmohar Apartment, D. P. Road, Badlapur (East), Thane-421503.

Hereinafter referred to as the "**DEVELOPER/S**" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, administrators, representatives and assignees] of the **ONE PART,**

A N D

1) MR. PURUSHOTTAM JAGANNATH ZOTING,

Age: 30 Years, Occupation: Business,

(PAN No. ABFPZ 7972 C) (Aadhar No. 4247 1565 4707)

(Mob No. 9049778139) (Email ID- zoting22@gmail.com)

2) MR. ANANT JAGANNATH ZOTING,

Age: 27 Years, Occupation: Service,

(PAN No. ABXPZ 1144 Q) (Aadhar No. 5233 9645 7085)

(Mob No. 8087192340) (Email ID- zoting22@gmail.com)

3) MRS. ASHABAI JAGANNATH ZOTING,

Age: 50 Years, Occupation: Housewife,

(PAN No. ADRPZ 1525 B) (Aadhar No. 4764 4957 1907)

(Mob No. 9960708554) (Email ID- ashazoting@gmail.com)

All R/o. Krushnagav, At Post Kasabe Vani, Tal. Dindori, Vani, Nashik-422215.

Hereinafter referred to as "**PURCHASER/S**" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his/her/their legal heirs, executors, administrators, representatives and assigns] of the **SECOND PART,**

A N D

1) MR. ANILKUMAR MANIKCHNAD KASLIWAL,

Age: 70 Years, Occupation: Business,

(PAN No. AASPK 8803 B)

2) MRS. RANJEETA ANIL KASLIWAL,

Age: 65 Years, Occupation: Business,

(PAN No. AJUPK 5612 K)

Both R/o: Kasliwal Hospital, Ashok Stumbh, Nashik.

Sr. No. 1 for himself and GPA Holder of Sr. No. 2

Hereinafter referred to as the "**OWNER/S**" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, administrators, representatives and assignees] of the **THIRD PART**,

WHEREAS the Owner/s is absolute and exclusive Owner/s & sufficiently entitled to all that piece and parcel of the land situated at Nashik more particularly described in the schedule written hereunder referred to as the said property.

The Owner/s had purchased the said land **admeasuring 6640.00 sq.mtrs.** bearing **Survey No. 289/1/2** lying, being and situated at Village: **Mhasrul**, Taluka & District : Nashik, (hereinafter referred to as the "**said property**") and more particularly described in Schedule-I written hereunder from erstwhile Owner Mr. Ranu Sakahram Shevre vide a registered sale deed duly registered at Sr. No. 7357 on 29/10/1990. The name of the Land Owner/s was mutated in revenue records. Since then the said Owner/s are in possession of the said property with absolute rights, authorities and powers to deal with and dispose of the same to any individual, firm and/or institution of their own choice.

AND WHEREAS the Competent Authority, Collector of Nashik, vide his Order No. **Masha/Kaksh/3/4/Bi.she.pra.kra./72/2008** dated **04/04/2008** has granted permission for the Non-Agricultural use of the said land property for Residential and Commercial purpose. Therefore, the said property is fit for causing construction of Residential and Commercial buildings thereupon.

The Owner/s decided to develop the said land and entered into a Development Agreement with the developer and Development Agreement is registered at Sr. No. 12001 on 28/10/2010.

WHEREAS, out of the said owners of land, Kamlabai Manikchand Kasliwal died on 27/05/2022. She made a will on 11/03/2014 in her presence which is registered at sr. no. 448/2014 at the office of Notary Public Adv. M.R. Dhore. The testator bequeathed her 1/3rd share in the said land property and proposed constructed property to Anilkumar Manikchand Kasliwal who is also the joint owner of the property and his name was brought on record of rights. M. E. No. 25889 has been mutated to that effect. The above owners also executed a Confirmation Deed to the said Development Agreement and General Power of Attorney which is duly registered with the office of Sub-Registrar, Nashik-3 at Sr. No. 8228/2022 and Sr. No. 8229/2022 respectively dated 30/08/2022.

By virtue of the aforesaid Development Agreement with the confirming party, the developer has received the rights of development of the said land for constructing the buildings for residential and commercial use to be utilized on entire land.

AND WHEREAS Considering the available FSI the Developer has prepared a building plan of the construction caused on the said property and submitted it to the Nashik Municipal Corporation, Nashik and the same is duly approved and sanctioned vide its Order No. **LND/BP/C-2/376/2019** dated **20/06/2019**. The Developer has completed the building as per the approved building plan and in respect of the said building the Nashik Municipal Corporation



has issued Completion certificate Letter no. **Ja. No. /Nanivi/C-2/31865/2023** dtd. **17/08/2023**. This Agreement between the parties hereto is of "**Gokuldhm**". Accordingly, work of construction of **Gokuldhm** has completed on the said property as per the said approved plan which has **Ground, First, Second, Third, Fourth, Fifth, Sixth and Seventh Floor** having independent approach to each Unit as per the said approved and sanctioned building plan and also having all the required facilities and civic amenities.

AND WHEREAS the Purchaser is offered an Apartment bearing number **404** on the **Fourth** floor, (herein after referred to as the said "Apartment") in the **Wing-F** in the project called **Gokuldhm** being constructed by the developer.

AND WHEREAS the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Developer has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai no. P51600023263; authenticated copy is attached in Annexure;

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

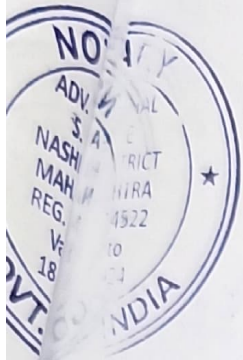
AND WHEREAS on demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Mr. Ashok H. Senghani and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority has been annexed.



AND WHEREAS the Purchaser has applied to the Developer for allotment of an Apartment No. 404 on **Fourth** floor situated in the **Wing-F** being constructed in the said project,

AND WHEREAS the carpet area of the said Apartment is **37.51** sq. mtrs., usable area of adjoining Balcony adm. **6.97** sq. mtrs. (Carpet area as per RERA which means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.)

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment.

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

1. The Developer has constructed the said building/s consisting of ground and seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
 - 1(a) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser apartment No. 404 of carpet area admeasuring 37.51 sq. mtrs. and usable area of adjoining balcony adm. 6.97 sq. mtrs. on Fourth Floor in the Wing-F (hereinafter referred to as "the Apartment") for the consideration of **16,70,000/- (Rupees Sixteen Lakh Seventy Thousand Only)**.
 - 1(b) The Purchaser/s hereby and hereunder agrees and undertakes to pay to the Developer the aforesaid agreed consideration amount in the manner appearing here-in-below:

Amount

Particulars

Rs. 1,67,000/-

Paid by Cheque No. 722228 drawn on Canara Bank, dtd. 25/07/2024.



<u>Amount</u>	<u>Particulars</u>
Rs. 15,03,000/-	To be paid within One Month from the date of execution of these presents.

Rs 16,70,000/-

The Vendor is hereby acknowledged receipt of above mentioned amounts received from the said Purchasers as aforesaid before execution of these presents and hereby agrees to receive the remaining consideration amount of the said Flat premises as described herein above.

- 1(c) The total price above includes Taxes (consisting of tax paid or payable by the Developer by way of Goods & Services Tax 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 Developer) up to the date of handing over the possession of the [Apartment/Plot].
- 1(d) the total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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.
- 1(e) The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- 2.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1(b) herein above. ("payment Plan").

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 7041.87 square meters only and Developer has planned to utilize Floor Space Index of 9446.69 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project.
- 4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser agrees to pay to the Developer, interest as specified in the rule, on all the delayed payment which become due and payable by the Purchaser to the Developer under the terms of this agreement from the date the said amount is payable by the allottee(s) to the Developer.
- 4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement:
Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.
Provided further that upon termination of this agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer.
5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Developer in the said building and the Apartment as mentioned in schedule III.
6. The Developer shall give possession of the apartment to the Purchaser by obtaining the full consideration of apartment. If the Developer fails or neglects to give possession of the apartment to the Purchaser on account of reasons beyond his control and of his agents by the decided date then the Developer shall be liable on demand to refund to the Purchaser the

amounts already received by him in respect of the apartment with interest at the same rate as may be mentioned in the clause 4.1 hereinabove from the date the Developer received the sum till the date amounts and interest thereon is repaid.

- 7.1 **Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the apartment, to the Purchaser in terms of this agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the apartment to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the project.
- 7.2 The Purchaser shall take possession of the apartment within 15 days of the written notice from the Developer to the Purchaser intimating that the said apartments are ready for use and occupancy.
- 7.3 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Developer as per clause 7.1 the Purchaser shall take possession of the apartment from the Developer by executing necessary indemnities, undertakings and such other documentations as prescribed in this agreement, and the Developer shall give possession of the apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **DEFECT LIABILITY:**
- A. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Developer at his own cost within reasonable time thereof natural wear and tear notwithstanding. Whereas any kind of claim for defective workmanship shall have to be authentic in nature.
- B. Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Developer at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by him/her/them regarding the cracks emerged due to Climatic Change and

variations in temperatures. The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, Electrical Fittings etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developer. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Developer herein may have shade variation and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as are provided free of charge by the Developer to the Flat Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.

C. Disclosure regarding manufacturer's warranty;

The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including electric pumps, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

D. The Developer herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the said Land which Developer herein are constructing, hence Purchaser/s / unauthorised persons/ any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/s are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society/ association of apartment, such society/association of apartment will have absolute authority to expel the member for the said Flat and dispose of such Flat in market and refund the amount paid by the Purchaser/s to the Developer herein being consideration of the said Flat. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

E. The word defect herein above stated shall mean only the manufacturing defects caused on account of wilful neglect of the Developer themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Purchaser/s shall not carry out alterations of



whatsoever nature in the said flat or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.

F. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Consulting Engineer / Professional competent to determine the problem and then shall submit a report to state the defects in materials used, in the structure built of the Flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Purchaser shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the common parking space only for purpose of parking vehicle.
9. It is hereby declared that the plans for construction of buildings are prepared and approved as per the floor space index as presently available as per the building rules of Nashik Municipal Corporation. The developer may cause additional constructions with the help of the Floor Space Index which may be increased as per the Rules and Regulations of Nashik Municipal Corporation and the developer may with the help of additional FSI available under TDR scheme or on payment of premiums cause additional construction by getting the plans duly approved and sanctioned from Nashik Municipal Corporation and the purchaser records his consent for such additional construction and for the modification, variation and amendment of the plan and the purchaser does hereby record consent for the same without any other consideration. The developer shall have the right to construct Apartment/units etc. on the terraces of the existing building and utilize the FSI obtained for Road Widening/Internal Road or any other TDR obtained by vendor. The Purchaser/s hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the developer or as and when required by the developer as per rules of NMC. The purchaser shall not raise any objection for utilization of FSI as aforesaid by the developer for the construction of additional premises and the sale thereof.
10. The Purchaser along with other Purchaser(s) of apartments in the building shall join in forming and registering the Society or Apartment Association to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or Apartment association and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the

Purchaser, so as to enable the Developer to register the common organization of Purchaser. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or Apartment Association, as the case may be or any other Competent Authority.

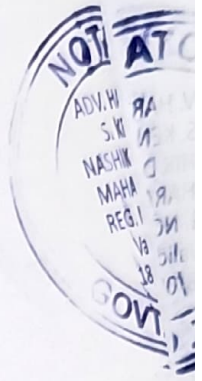
11. The Developer shall, within three months of registration of the Society or Apartment Association as aforesaid, cause to be transferred to the society or apartment association all the right, title and the interest of the Developer in the structure of the Building or wing in which the said Apartment is situated.
 - 11.1 The Purchaser has paid on or before execution of this agreement the proportionate share of Maintenance Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) in respect of the project land and building/s. The amount so paid by the Purchaser to the Developer shall not carry any interest and the Developer shall return the Maintenance Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) to the Society or Apartment Association at the time of conveyance of the structure of the building or wing.
 - 11.2 The above amount of consideration does not include the following expenses which the Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts:-
 - (i) Amount for share money, application entrance fee, formation, registration of the society or Association of Apartment.
 - (ii) Amount for deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in Layout.
 - (iii) Amount for meeting all legal costs, charges and expenses, including professional cost of the attorney at law/advocates of the Developer in connection with formation of said society or apartment association and preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance.
 - (iv) Amount of Rs. 1,00,000/- (Rupees One Lakh only) towards Maintenance Deposit, which shall be returned to the Apartment Association.
12. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Association of Apartment or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of Registration of conveyance of the project land, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Apex body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.




13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Developer has the right to enter into Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in manner, affect the rights of Purchaser under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers.
- x. The Developer has duly paid, and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

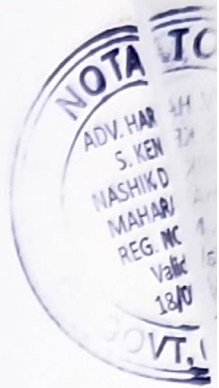


14. The Purchaser or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows :-
- i. To maintain the said Flat premises, at the Purchaser's own costs, in good tenable, repair and condition from the date of License to enter the said Flat premises is taken and shall not change/alter or make addition in or to the building or in or to the said Flat premises itself or any part thereof or do or suffer to be done anything in the staircase or any passages, which, may be against rules, regulations or bye-laws concerned local or any other authority.
 - ii. Not to store in the said Flat premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure or the building or storing of which goods is objected by the concerned Local or other Authority and shall not carry or cause to be carried any heavy packages on the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the building and in the event of any such loss, injury or damage caused to the said Flat premises on account of negligence or default of the Purchaser, the Purchaser shall be liable to make good the same at his/her/their own costs and shall be liable for all the consequences arising on account of the breach thereof.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolish the said Flat premises or any part thereof nor at any time make or cause to be made any addition or alteration in the elevation and outside color scheme of the building and shall keep the walls and partition walls, sewers, drains, pipes in the said Flat premises and appurtenances thereto in good and tenable, repair and condition and in particular, so as to support, shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC, Partis or any other structure member in the said Flat premises without the prior written permission of the Developer, and/or the said **Gokuldharm**.

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- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat premises of the said land and building.
- vi. The Purchaser shall not let, sub-let, transfer, assign or part with the license to enter into the said Flat premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and that too only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has first obtained the consent, in writing, from the Developer in that behalf.
- vii. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the flat Purchaser/s.
- viii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix. The Purchaser shall observe and perform all the rules and regulations which the Society or Association of Apartment may adopt at its inception and the additions, alterations thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Association of Apartment regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Association of Apartment shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings and Project Land or any part thereof to view and examine the state and condition thereof.
- xi. The purchaser/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Purchaser/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur

and peace of the building. No one can disturb the outer elevation as well as allowed encroachments on the common and restricted areas. The Purchaser/s shall not cause any nuisance to other Purchaser/s and occupiers and Developer in any manner whatever.

- xii. If the unit allotted is a residential unit then the purchaser/s shall use the same only for agreed / sanctioned / permitted purpose and shall not change the use.
- xiii. Till a separate electric meter or a water meter is installed/ allotted by the MSEB/concerned authority, the purchaser/s herein, hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his / her apartment / unit.
- xiv. If after delivery of possession of the said unit, the Developer or association is required to carry out repairs including for stopping leakage of water in the toilet, then the purchaser/s herein shall permit association to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the purchaser/s or due to negligence of the purchaser/s then the purchaser/s shall be liable to carry out the said repairs and to pay the costs therefore.
- xv. Not to cause nuisance and annoyance to occupiers and not to use the premises for immoral or illegal purposes.
- xvi. Not to carry out additional structures in the building or cover the terrace outside the building.
- xvii. The apartment purchaser/s shall observe and perform all the rules and regulations which the association of apartment Owner/ss may adopt at its inception and the additions, alteration or modifications thereof may be made for the protection and maintenance of the said building. Further the apartment purchaser/s shall observe and perform the building rules, regulations and bye laws for the time being of the concerned local authorities.
- xviii. To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Developers due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Developers or any of them shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Developers re-entering on any part of the said Premises, as aforesaid, all the claims, contentions,



demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall there upon cease to have any right or interest in the said Premises and in that event the purchase price till then paid to the Developers by the Purchaser, shall within 30 days after such termination be refunded by the Developers to the Purchaser, subject to the agreement under Clause 4.2 above.

- xix. The Developers shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association of Apartment or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Developers. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Developer until the ownership rights of the said Property is duly assigned or transferred together with the said Buildings to the proposed Co-operative Society or Apartment Association as hereinafter mentioned, subject, however, to the rights of the Developer as herein stated.
17. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Buildings and/or the said Parking Tower are required to be carried out by the Government, NMC, Local Authority or any other statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Buildings, including the Purchaser herein, at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.
18. Within a period of 12 (Twelve) months after (i) the said Buildings and all other structures and premises intended to be constructed by the Developer on the said Property are duly completed and the same are ready for occupation; (ii) the Society or Apartment Association as aforesaid is formed and registered; (iii) all saleable premises in the said Buildings, have been duly sold and disposed off by the Developer, (iv) the Developer shall have received all dues receivable by them in terms of the respective agreements with the purchasers of all the said Premises in the said Buildings, including the Purchaser herein and (v) the NMC shall have granted it no objection and consent for the assignment of the said property unto and in favour of the Society or Apartment Association, the Developers will execute the Deed of Assignment in respect of the said property together with the said Buildings, the electric Sub-Meter, if any, in favour of such Society or Apartment Association, and till then, possession of the said Property and the said Buildings shall be deemed to be with the Developer.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Association of Apartment and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

20. DEVELOPER SHALL NOT MORTGAGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

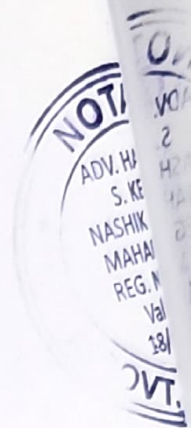
This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect



of the project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made there under or other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

29. The Purchaser and/or Developer shall present this Agreement at proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

30. That all notices to be served on the Purchasers and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchasers and the Promoters to inform each other of any change in address subsequent to the

execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Purchasers, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

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

34. GOVERNING LAW

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

SCHEDULE-I OF THE SAID PROPERTY HERE-IN-ABOVE REFERRED TO

All that piece and parcel of the Non-Agricultural land property admeasuring 6640.00 sq.mtrs. bearing Survey No. 289/1/2 lying, being and situated at Village : Mhasrul, Taluka & District : Nashik, within the limits of Nashik Municipal Corporation and within the Registration and Sub-Registration District of Nashik, and collectively bounded as under:-

On or towards

East : Nashik - Dindori Highway
West : Nala
South : Property bearing Survey No. 14
North : Property bearing Survey No. 15

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

SCHEDULE-II OF THE SAID FLAT PREMISES HERE-IN-ABOVE REFERRED TO

ALL THAT part and parcel of the constructed Flat No. 404 admeasuring 37.51 sq. mtrs. carpet area & usable area of adjoining Balcony adm. 6.97 sq. mtrs. on Fourth Floor in the Wing-F from and out of Gokuldham, duly constructed on the land property, more particularly described in Schedule-I written herein above, and bounded as under :-



On or towards

East :	Staircase
West :	Flat No. E-401
South :	Lift & Flat No. F- 403
North :	Marginal Space

All the said Flat premises together with the amenities listed and written hereunder in the Schedule-III, together with all rights of easement and common facilities appurtenant thereto.

SCHEDULE-III OF AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

Structure :-

RCC frame structure
External wall 6" thick and internal 4" thick brick work.

Finish / Plastering :-

Sand face external plaster with Neru finish internal plaster
External Paint will be in Apex & Internal Paint will be Emulsion.

Flooring :-

Vitrified ceramic 24' x 24' with skirting in living, kitchen, bedroom & passage.
Antiskid 24' x 24' Tiles in Terrace & washing place
Blakkk Stone Kitchen Platform with Stainless Steel Single Bowl Sink
Glazed Tile Dado 12' x 18' above kitchen platform and Bathroom upto ceiling

Doors & Windows:-

Main frame: decorative ply & laminated sheet
Bathroom Door frame: Granite Frame
Door shutter: Flush door with laminated sheet
Bath & WC Doors: Aluminum Section Door
Windows Frame & Shutter: Three track powder coated aluminum sliding window with mosquito net.

Electification :-

Concealed conduit wiring with copper conductor and socket outlets in 3.5 numbers as per standard norms, power point for geyser in toilets & kitchens of modular boards.
T. V. cable point in living room
Provision for Washing Machine (Electrical point only)

Toilets :-

Shower provision for hot & cold water with Mixer Cock
WC Indian Type for Common & Western Type for Attach Toilet.

Water Proofing :

Water proof treatment in terrace, toilets & building roof in brick bat coba with China glazed tiles

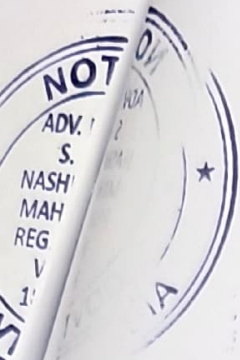
COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING

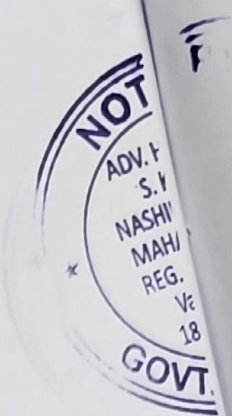
1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.

ATTESTED BY ME

HARSHAL S. KENGE

Advocate & Notary Govt. & ...





2. For the maintenance of the overhead tanks and electric pump. Common electric expenses for the passage light in the landing, staircase marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A taxes,
4. For the payment of the watchman, and the swipe and also for the regular maintenance of the cleanliness of the building.
5. Proportionate share for the payment of the salaries of the appointed servants and staff.
6. Salary to the person appointed for the recovery of the maintenance charges.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "DEVELOPER"
M/s. RADHE ENTERPRISE,
 THROUGH ITS PARTNER,
MR. DINESHBHAI CHHAGANBHAI PATEL,

]
]
]
] *D.C. Patel*
]
] [DEVELOPER]



SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "PURCHASER/S"
 1) **MR. PURUSHOTTAM JAGANNATH ZOTING,**

]
]
] *Purushottam*
]



2) **MR. ANANT JAGANNATH ZOTING,**

]
]
] *Anant*
]



3) **MRS. ASHABAI JAGANNATH ZOTING,**

]
] *आशाबाई जगन्नाथ जोशींग.*
] [PURCHASER/S]



SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "OWNER/S"
 1) **MR. ANILKUMAR MANIKCHAND KASLIWAL,**
 2) **MRS. RANJEETA ANILKUMAR KASLIWAL,**
 Sr. No. 1 for himself and GP Holder of Sr. No. 2

]
]
]
]
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]
]
] [OWNER/S]



ATTESTED BY ME

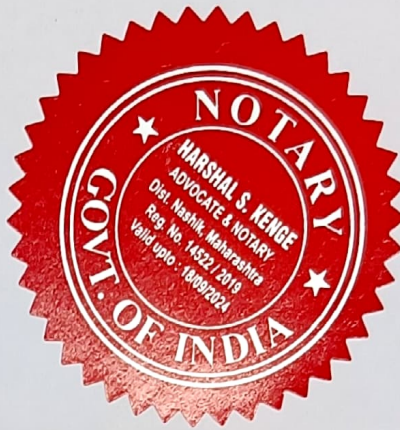
Harshal S. Kenge
HARSHAL S. KENGE
 Advocate & Notary Govt. & India
 GD 09 & 10, Back Side of Godavari Tea Stall,
 Thakkar Bazaar, Nashik

Harshal S. Kenge

In the presence of Witnesses:

1. _____

2. _____



ATTESTED BY ME

H. S. Kenge

HARSHAL S. KENGE

Advocate & Notary Govt. & India
GD 09 & 10, Back Side of Godavari Tea S
Thakur Buzar, Nashik

Parties are Identified by :-