

Zone No.	: 16.5
Govt Rate of Flat per sq.mtr.	: Rs. 31,000/-
Carpet Area of Flat	: 69.90 Sq.Mtrs.
Balcony Area	: 18.11 Sq.Mtrs.
Government Value	: Rs. 30,02,000/-
Consideration Value	: Rs. 45,00,000/-
Stamp Duty	: Rs. 2,70,000/-
Registration Fee	: Rs. 30,000/-

AGREEMENT FOR SALE

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

B E T W E E N

M/s. HARIOM GROUP,
(PAN No. AAMFH 7190 L)
 THROUGH ITS PARTNER,
MR. SHIVAM PRAKASH PATEL,
 Age: 30 Years, Occupation: Business,
 (Aadhar No. 6460 4976 9452)
 (Mo. 9823863021) (Email ID- hariomgroupnashik@gmail.com)
 Add: Plot No. 01, Survey No. 207/6C, Hariom Steel, Nr. State
 Bank of India, Dindori Road, Mhasrul, Nashik- 422004.

Hereinafter referred to as the "**VENDOR/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. RAHUL PRAKASH DEORE,
 Age: 34 Years, Occupation: Service,
(PAN No. BRIPD 6464 M) (Aadhar No. 8911 4650 2086)
 (Mob No.) (Email Id-)

2) MRS. VRUSHALI RAHUL DEORE,
 Age: 29 Years, Occupation: Housewife,
(PAN No. BKJPP 0728 C) (Aadhar No. 5090 7930 9689)
 (Mob No. 8380809991) (Email Id-)
 Both **R/o:** Mhasdi Pr. Ner, Dhule- 424304.

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,**

WHEREAS The Vendor/s is absolute and exclusive owner & 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 Vendor herein has purchased the said land of **Plot No. 185 to 189** admeasuring total area **965.60 sq.mtrs. – Road widening area 42.60 sq. mtrs. i.e. 923.00 sq. mtrs.** bearing **Survey No. 197/1 to 10 P/198/199/1/200 P/201** 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/previous owners Mr. Suklal Alias Sukhlal Udechand Alias Udaychand Kochar and Other 03 vide a registered sale deed duly registered at Sr. No. 3177 on 30/03/2022. The name of the Vendor herein is recorded in revenue records vide M.E. No. 25413. Since then the said Vendor is 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, Nashik Municipal Corporation, Nashik vide his Order No. **Nagarrachana Vibhag/Final/Panch/47/3406** dated **15/10/2005** has approved the final lay-out plan of the said land property.

AND WHEREAS the Competent Authority, Collector of Nashik, vide his Order No. **Mah/Kaksha-3/Bi.She.Pra.Kra./302/2004** dated **12/05/2005** has granted permission for the Non-Agricultural use of the said land property for Residential purpose. Therefore, the said property is fit for causing construction of Residential building thereupon.

AND WHEREAS Considering the need of the said Project, the Vendor has purchased an additional TDR admeasuring **307.74 sq. mtrs.** by absolute Sale Deed which was registered before the Sub-Registrar, Nashik. Considering the said TDR the Vendor 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/ C2/ 115/2022 dtd. 27/06/2022.** The Vendor 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. **NMCB/FO/2024/APL/05945 dtd. 27/05/2024.** This Agreement between the parties hereto is of **HARIOM PARADISE Apartment** which consists of Residential units. Accordingly, work of proposed construction of **HARIOM PARADISE Apartment** completed on the said property as per the said approved plan which was constructing upon **Ground, First, Second, Third, Fourth, Fifth, Sixth and Seventh** 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 **B-302** on the **Third** Floor in **Wing-B**, (herein after referred to as the said "Apartment") in the Building called **HARIOM PARADISE** being constructed by the Vendor.

AND WHEREAS the Vendor 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 Vendor has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai no. **P51600046509**; authenticated copy is attached;

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

AND WHEREAS on demand from the Purchaser, the Vendor 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 Vendor's Architects Mr. Suresh N. Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, 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 Vendor 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.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor 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 Vendor has got all the some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s.

AND WHEREAS the Purchaser has applied to the Vendor for allotment of an Apartment No. **B-302** on **Third Floor** in **Wing-B** situated in the building being constructed in the said project,

AND WHEREAS the carpet area of the said Apartment is **69.90 sq. mtrs. and area of usable balcony adm. 18.11 sq. mtrs.** and (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 Vendor 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 Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment.

AND WHEREAS in pursuance to the development of the said property, it is necessary to have a perfect title and legal status to each independent constructed tenement proposed to be constructed upon the said property, therefore, for that purpose, the Vendor has decided to submit the said property, building on it and the constructed tenements therein under a **Scheme of Apartment U/s. 2 & 11 of the MAHARASHTRA OWNERSHIP ACT, 1970**, hereinafter referred to as the "said Act" and under Rule 3 of THE MAHARASHTRA APARTMENT RULES, 1972, hereinafter referred to as the "said Rules".

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

- 1. The Vendor shall construct 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.

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

- 1(a) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser apartment No. B-302 of carpet area admeasuring 69.90 sq. meters and usable area of balcony 18.11 sq. mtrs. on Third Floor in the Building B (hereinafter referred to as "the Apartment") for the total consideration of **Rs. 45,00,000/- (Rupees Forty Five Lakh Only)**.

- 1(b) The Purchaser/s hereby and hereunder agrees and undertakes to pay to the Vendor the aforesaid agreed consideration amount in the manner appearing here-in-below:

Amount Particulars

=====
Rs. 45,00,000/-
=====

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 excludes Taxes (consisting of tax paid or payable by the Vendor 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 Vendor) 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, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor 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 Vendor 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 Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 The Vendor 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 Vendor as well as the Purchaser. The Vendor 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 the case 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 Vendor as provided in clause 1(b) herein above. ("payment Plan").
3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 923.00 square meters only and Vendor has planned to utilize Floor Space Index of 2953.00 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Vendor has disclosed the Floor Space Index of 2952.68 sq. mtrs. as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser, the Vendor 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 Vendor, interest as specified in the rule, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this agreement from the date the said amount is payable by the allottee(s) to the Vendor.
- 4.2 Without prejudice to the right of Vendor 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 Vendor 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 Vendor shall at his own option, may terminate this Agreement:
 Provided that, Vendor 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 Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.
 Provided further that upon termination of this agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) 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 Vendor.
5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Vendor in the said building and the Apartment as are mentioned in schedule III.
- 6.1 **Procedure for taking possession** – The Vendor, 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 15 days from the date of issue of such notice and the Vendor shall give possession of the apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the project.

- 6.2 The Purchaser shall take possession of the apartment within 15 days of the written notice from the Vendor to the Purchaser intimating that the said apartments are ready for use and occupancy.
- 6.3 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendor as per clause 7.1 the Purchaser shall take possession of the apartment from the Vendor by executing necessary indemnities, undertakings and such other documentations as prescribed in this agreement, and the Vendor 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.
- 6.4 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 Vendor 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, then, wherever possible such defects shall be rectified by the vendor at his own cost and in case it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the vendor, compensation for such defect in the manner as provided under the Act.
7. The Purchaser shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the allotted parking space no. 22 only for purpose of parking vehicle.
8. 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 Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the purchasers 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.
- 8.1 The Vendor shall, within three months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 8.2 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment is ready for use and occupancy, the

Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment as per sanctioned building plan of NMC) of outgoings in respect of the project land and building/s namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Apartment Association is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution towards the outgoings. The amount so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until a conveyance of the structure of the building or wing is executed in favor of the Society or Apartment Association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits shall be paid over by the Vendor to the Society or Apartment Association, as the case may be.

9. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts:-
 - (i) Amount for share money, application entrance fee, formation, registration of the Association of Apartment.
 - (ii) Amount towards the proportionate expenses of installation charges for common water meter and electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges etc. and common water meter connection charges.
 - (iii) Amount for meeting all legal costs, charges and expenses, including professional cost of the attorney at law/advocates of the Vendor in connection with formation of 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 Society or Apartment Association.

10. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser shall pay to the Vendor, 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 Vendor, 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 favor of the Apex Body or Federation.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

- i. The Vendor 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 Vendor 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 is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
 - vi. The Vendor 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 Vendor 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 Vendor confirms that the Vendor 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 Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers.
 - x. The Vendor has duly paid, and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- 11.1 It is further agreed by and between the parties that the Vendors shall not be liable to pay the adhoc maintenance charges for the UNSOLD premises

till final conveyance of the said UNSOLD premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Vendors shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Vendors shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The vendors upon intimating to the Organization the name or names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

12. The Purchaser or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor 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 Vendor 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 demolished 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 Vendor, and/or the said **HARIOM PARADISE Apartment**.
- 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 Vendor 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 Vendor 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 Vendor within fifteen days of demand by the Vendor, 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 Vendor 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 Vendor 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 vendor 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 owners 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 Vendors 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 Vendors 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 Vendors 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 Vendors by the Purchaser, shall within 30 days after such termination be refunded by the Vendors to the Purchaser, subject to the agreement under Clause 4.2 above.
 - xix. The Vendor shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
 - xx. The Vendor can installed illuminated sign board of Project name/Firm Name on the top terrace of Building in future, electricity charges for the same shall be borne by the purchaser/s or Co-operative Society or Association of Apartment using common light meter.
- 13. The Vendor shall maintain a separate account in respect of sums received by the Vendor 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.
 - 14. 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 Vendors. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Vendors 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 Vendors as herein stated.

15. 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 Building 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 Vendors shall not be in any manner liable or responsible for the same.
16. Vendor shall execute a registered conveyance deed in favour of the purchaser/s within three months from date of issue of occupancy certificate.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said 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 Vendor 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.

18. VENDOR SHALL NOT MORTGAGAGE OR CREATE A CHARGE

After the Vendor 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.

19. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser 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 Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor 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 Vendor, then the Vendor 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.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / 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.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made thereunder 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.

24. 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.

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser,

after the Agreement is duly executed by the Purchaser and the Vendor 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.

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

28. 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.

29. JOINT ALLOTEES

That in case there are Joint Purchasers all communications shall be sent by the Vendor 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.

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

31. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, thereunder.

32. 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 REFFERED TO

All that piece and parcel of the Non-Agricultural land property of **Plot Nos. 185 to 189** admeasuring total area **965.60 sq.mtrs. – Road widening area 42.60 sq. mtrs. i.e. 923.00 sq. mtrs.** bearing **Survey No. 197/1 to 10 P/198/199/1/200 P/201** 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 : By Plot No. 156 to 160
 West : By Colony Road
 South : By Plot No. 190
 North : By Colony Road

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. B-302** admeasuring **69.90 sq. mtrs. carpet area and area of usable balcony adm. 18.11 sq. mtrs.** on **Third Floor** in **Wing B** of the buildings from and out of **HARIOM PARADISE Apartment**, duly constructed on the land property, more particularly described in Schedule-I written herein above, and bounded as under:

On or towards

East : Marginal Space
 West : Marginal Space and Road
 South : Staircase, Lift and Flat No. B-301
 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 brunt brick masonry.

Finish / Plastering :-

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

Flooring :-

Vitrified ceramic 2' x 2' with skirting in living, kitchen, bedroom & passage.
 Granite Kitchen Platform with Stainless Steel Sink with service platform.
 Glazed Tile Dado above kitchen platform and Bathroom up to Lintel Level

Doors & Windows:-

All Door with decorative laminated sheet with good quality fittings.
 Windows Frame & Shutter: Three track power coating sliding window with mosquito net, safety grill & granite frame.

Electrification :-

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

Toilets :-

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

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.
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 sweeper 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 for Sale on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY THE]
 WITHIN NAMED "**VENDOR**"]
M/s. HARIOM GROUP,]
 THROUGH ITS PARTNER,]
MR. SHIVAM PRAKASH PATEL,] _____
] **[VENDOR]**

SIGNED, SEALED & DELIVERED BY THE]
 WITHIN NAMED "**PURCHASER/S**"]
1) MR. RAHUL PRAKASH DEORE,] _____
]
]
]
2) MRS. VRUSHALI RAHUL DEORE,] _____
] **[PURCHASER/S]**

In the presence of Witnesses:

1. _____
2. _____