ZONE NO. 10.1

RATE

GOVT. VALUE

CONSIDERATION

STAMP + LBT

Registration Fees

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed on this day_____of in the month …… year ….. at **NASHIK ROAD**

BETWEEN

YOGESHWAR PROPERTIES PAN – AABFY2422K

THROUGH ITS PARTNER

SHRI. PANKAJ KANAYALAL ALTHAKKAR

Age : 37 Years, Occupation : Business

R/o. 7, Shwetnil Apartment, Gaidhani Chowk,

Nashik Road, Tal. & Dist. Nashik

Hereinafter referred to as the **"THE OWNER / VENDOR / PROMOTER"**[which expression shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its proprietor, executors, administrators, representatives, legal heirs and assigns] **OF THE FIRST PART**

AND

MR. ----------

Age : -- Years, Occupation : --------

PAN – ----------

ADDRESS - ----------

Hereinafter referred to as the "**THE PURCHASERS/ALLOTTEE**" [which expression shall unless it be repugnant to the context or meaning thereof mean and include his/their heirs, executors, administrators, assigns, legal representatives] **OF THE SECOND PART**

AND WHEREAS Yogeshwar Properties Through its Partner Shri. Pankaj Kanayalal Althakkar have purchased the Plot No. 7 from Shri. Maharaj krishna Birmani under Registered **Sale Deed** on 5/6/2014 which is duly registered at the office of The Joint Sub-Registrar Class 2 Nashik2 at **Sr. No. 4705 Dt. 5/6/2014** and the name of the Vendor is recorded in the record of rights as per **Mutation Entry No. 14378.** Thus Yogeshwar Properties Through its Partner Shri. Pankaj Kanayalal Althakkar have acquired right, title, ownership, possession in respect of the said property and have every right & authority to deal and dispose of the said property as per his own wish.

AND WHEREAS the Promoter/Developer herein has constructed building on the said land. For that purpose the Promoter/Developer has submitted the building Plan in the Office of Town Planning Authority, Nashik Municipal Corporation, Nashik & same is sanctioned by order No.**LND/BP/C4/201/3215 Dated 12/12/2014**, by Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik.

AND WHEREAS the property as described in the schedule I hereunder written is converted for Non Agricultural use as per the Order No.**Maha/Kaksha-3/4/N.A.L.No./485/2010 Dt. 13/4/2011** passed by the Asst. Collector of Nashik.

AND WHEREAS the Promoter has registered the Project online under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority by application No. **P51600004876 on 09/08/2017.**

AND WHEREAS the title of the Owners & the development rights of the Promoter/Developer (hereinafter referred as “the Promoter”) to the said land is clear, marketable and free from encumbrances.

AND WHEREAS the Promoter/Developer has commenced the work of construction as per approved plans and building shall be constructed as per the specification given in Annexure “B” and the said specifications are also accepted by the purchaser herein, which plans and specifications are displayed in the office of the Promoter/Developer.

AND WHEREAS, the Promoter has appointed Architect Mr. Gaurav Badwe & also appointed Structural Consultant Mr. Yogesh Thatte & also the promoter has appointed Chartered Engineer Mr. Mohan Bhave. Due to the professional obligations Architect Ashok Senghani could not continue as an Architect for the said project and has issued Vendor/Promoter No Objection Certificate. Thereafter Vendor / Promoter have appointed Architect Mr. Gaurav Badwe of Bramha Consultancy as an Architect for said project. The Promoter accepts the professional supervision of the Architect & the Structural Consultant & Chartered Engineer till the completion of the said building.

AND WHEREAS the Purchaser herein is interested in purchasing constructed premises and has shown his intention to purchase the property described in the Schedule II hereunder written [hereinafter referred to as the " Said Premises "]

AND WHEREAS the purchaser has inspected all the title document with respect to the ownership of the owner and also the Sale Deeds/Development Agreement & General Power of Attorney &of the said Plot executed by the Original owners in favour of the Promoter herein and the purchaser is fully satisfied about the said documents and the title of the Owners & development rights of the Promoter/Developer, herein to the said property. As the purchaser has received the copies thereof, those are not annexed to this Agreement and the Purchaser consents to the same. That the purchaser has satisfied himself, about the title of Owners & the promoter through his legal Adviser.

AND WHEREAS the Purchaser has read and understood all the contents of the indemnity bonds/ undertakings, etc given by the promoter to the

collector/ corporation or any other authority, and terms and conditions mentioned in commencement certificate, NA order and completion certificate (if any) and purchaser agrees that these agreements is subjected to the said terms and are binding on him/her/them.

AND WHEREAS the building constructed on the said property is be named as **YOGESHWAR VANDAN APARTMENT**.

AND WHEREAS, each of the purchaser's is to bear proportionate expenses of out goings as particularized in Annexure "C"

AND WHEREAS, the Promoter/Developer will also be entering into agreement of like nature of sale of constructed area with other purchasers.

AND WHEREAS the price of the said premises mentioned hereafter is excluding all kinds of expenses mentioned hereafter in the said agreement.

AND WHEREAS, the purchaser has also accepted restrictions as to use of the premises for himself/herself and for the benefit of other occupiers.

AND WHEREAS the purchaser shall get this agreement duly registered with his/her own costs within the specified time.

AND WHEREAS the terms and conditions are settled between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS SHOWN BELOW

1] The Promoter shall construct the building consisting of Ground Parking and Two upper Floors, according to the plans, designs, approved by the concerned local authority and specifications as annexed hereto and which are approved by the Purchaser with such variations and modifications as the Owner / promoter may consider necessary for the benefit of all or as may be required by the concerned local authority and the Purchaser gives his Irrevocable consent to such variations, modifications and alterations as and when they are not affecting said

premises of the purchaser. The FSI on the said plot is partly utilized and the promoter has clearly mentioned his intention of constructing Third & Fourth Floor, by utilizing the balance FSI& permissible TDR or FSI as per NMC rule by sanctioning the revised plan. The purchaser has given consent for the same and purchaser shall not take any objection & will co-operate the Vendor/Promoter while constructing the Third & Fourth Floor.

2] The carpet area of the said Flat is …… **Sq. Mtrs.** and" carpet area" 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

3] The purchaser agrees to purchase Flat Premises situated in **"Yogeshwar Vandan Apartment",Flat No. ---------- on ------- Floor in ----wing** and the purchaser has personally inspected the approved building planned the amount of consideration is finalized on lump sum basis and not on the basis of per sq. ft. the promoter has agreed to sell the said flat to the purchaser for **Rs. ……/- [Rs. ……..**]and the said price is for the premises i.e. Flat. **Carpet area ….. Sq. Mtrs. i.e. ….. Sq. Ft.[as per RERA**].The said considerations is exclusive of all expenses, stamps, registration, engrossing of the final sale deed, whether executed individually or in common i. e. for said premises or for the said property, shares of out goings as mentioned in Annexure "C" and amount of the sales tax, service tax, Vat, GST if charged levied or assessed by the Government upon the transaction contemplated here in or another special expenses, taxes, charges, which may be required to be incurred by the Promoter with respect to said premises, the said expenses shall be borne by the Purchaser exclusively. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The purchaser consents the same and is aware that the consideration being lump sum will not change.

4] The Purchaser has paid, agrees and undertakes to pay the agreed consideration as herein above in the following manner.

Sr.No.	Amount (Rs.)	Particulars
1)	……../-	Rs. ……. Only paid by the Purchaser to the Promoter/Developer by Ch. No…….. dtd. …… drawn from …… & same is received by the Promoter
2)	----------/-	Rs. ……. Only paid by the Purchaser to the Promoter/Developer by Ch. No…….. dtd. …… drawn from …… & same is received by the Promoter
	……/-	Rs. …….. Only

And the remaining amount of Rs. ……/- (Rupees …… Only) are to be paid by the Purchaser to Vendor by taking Loan from any financial Institution or Bank and / or by way of Own Contribution by Cheque / Cash as and when demanded by the Vendor time to time within 02 months from the date of this Agreement as per Schedule III. The possession will be given on receipt of full and final payment. And final conveyance shall be made by the Vendor only after making declaration of Apartment and on receipt of Completion Certificate from Nashik Municipal Corporation Nashik.

5] The total price is escalation free, save & except increases, due to increase on account of development charges payable to the Competent Authority &/or any other increase in charge which may be levied or imposed by the Competent Local bodies/Government from time to time.

6] The Purchaser/s authorize the Promoter to adjust all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in his owned discretion deem fit & the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7] The Promoter 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.

8] Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser 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 Promoter.

9] If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Promoter agrees to pay to the Purchaser on his demand, who does not intend to withdraw from the project, interest as specified in the Rule of the RERA Act, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules of the RERA Act**,** on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

10] Without prejudice to the right of Promoter to charge interest in terms as mentioned herein above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter 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 Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) 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 Promoter.

11] The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'B', annexed hereto. Though the lift has been shown in sanctioned building plan the same shall be provided only after the construction of Third & Fourth Floor.

12] The Promoter shall give possession of the Apartment to the Purchaser on or before …….. If the Promoter 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 aforesaid date then the Promoter 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 mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :-

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

13] The Promoter, 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/Plot], 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 Promoter shall give possession of the [Apartment/Plot] to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

14] The Purchaser shall take possession of the Apartment within 15 days of the written notice from the promoter to the Purchaser intimating that the said Apartments are ready for use and occupancy. Upon receiving a written intimation from the Promoter, the Purchaser shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Purchaser. In case the Purchaser fails to take possession within the time as mentioned hereinabove such Purchaser shall continue to be liable to pay maintenance charges as applicable.

15] If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act.

16] The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any business. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle, if parking is allotted.

17] The Purchaser along with other Purchasers of Apartments in the building shall join in forming and registering the Society or Association of Apartment or a Limited Company to be known by such name as the Promoter 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 Apartment and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the Declaration of Apartment.

18] Within 15 days after notice in writing is given by the Promoter 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) 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 Apartment is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter 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 Promoter an amount of Rs.…… towards one time maintenance Amount. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building executed in favour of the Apartment Owners as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Apartment.

19] That this amount of Consideration includes the following expenses, which the Purchaser shall not pay separately.

PARTICULARS

: For Water Meter & Boring Proportionate share.
For M.S.E.B. Deposit & D.P. Charges, Engrossing & Registration.

That this amount of Consideration does not include the following expenses, which the Purchaser agrees to pay separately.

PARTICULARS

: For Legal Charges.
: For Share Money & Entrance Fees of Apartment & Application, formation & Registration of the Apartment.
: For Proportionate Share of Maintenance of the Apartment, GSTor any other taxes applicable from time to time
: And All the Expenses For Conveyance Such as, Stamp Duty, Registration Fees, Legal Expenses for this Agreement & the Final Deed Of Transfer.

20] The Allottee shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Apartment to the Promoter separately.

21] At the time of registration of conveyance of the structure of the building the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, on such conveyance or any document or instrument of transfer in respect of the said Flat & structure of the said Building.

22] Parking has been allotted as per requirement of purchaser & the purchaser hereby assures that he will not interfere or claim any right in the parking allotted to other members of apartment. The Purchaser of the said flat has not demanded any allotted parking.

23] The Promoter hereby represents and warrants to the Purchasers follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement & has the requisite rights to carry out development upon the project land and also has actual, physical & legal possession of the project land for the implementation of the Project;

ii. The Promoter 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

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 Promoter 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 Promoter has the right to enter into this 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 Promoter 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 any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter 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 Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser;

x. The Promoter 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 Promoter in respect of the project land and/or the Project.

24] The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal changes, repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter 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 committing any act in contravention of the above provision, 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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.

viii.To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Apartment, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Apartment/Society/Limited Company/Apex Body/Federation 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

25] 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, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment/ Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

26] After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat 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 the Flat.

27] Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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.

28] That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified in title clause of the said agreement. It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

29] The charges towards stamp duty and Registration, legal fees, & other incidental charges of this Agreement shall be borne by the Purchaser.

30] Any dispute between parties shall be settled amicably by appointing Arbitrator as per the provisions of Indian Arbitration & conciliation Act**.** In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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

31] The name of the said building shall always be known as "**YOGESHWAR VANDAN APARTMENT**"and the name of the apartment and the name of the Apartment owners association shall bear the name of "**YOGESHWAR VANDAN APARTMENT**"as its first name and this name shall not be changed without the written consent of the Promoter, things, documents, letters, writings and papers as may be reasonably required by the Promoter for further better or more perfectly effectuating or preserving the right and interest of the Owner / promoter or for securing the due fulfillment of the provisions thereof.

SCHEDULE - I

[DESCRIPTION OF THE SAID PLOT PROPERTIES REFERRED TO ABOVE]

ALL THAT piece and parcel of **"Non-Agricultural"** Plot of land, bearing **Plot No. 7,** area admeasuring **780 Sq. Mtrs.** from & out of sanctioned layout plan of **Survey No. 27C/1A/1+1/2,** situated at **Village : Dasak,** within the limits of Municipal Corporation Tal. & Dist. Nashik, and which is bounded as under:-

East	:	9 Mtrs. Colony Road
West	:	Survey No. 32 Part
South	:	Plot No. 8 to 10
North	:	Open Space

All the said plot property together with existing rights of Easement, Access, Ways, Common Roads, open spaces with right of ownership.

SCHEDULE-II

[DESCRIPTION OF THE SAID FLAT PREMISES]

Upon the above said plot of land referred to above in **SCHEDULE – 'I',** Structure of Building known in the name and style as **'YOGESHWAR VANDAN APARTMENT'** from and out of the said building complex Flat premises bearing **Flat No. ---- ,**area admeasuring ----- **Sq. Ft. i.e. ----- Sq. Mtrs. Carpet area (As per RERA),** situated on the ------ **Floor in ----Wing** and bounded as under :-

On Or Towards East	:
On Or Towards West	:
On Or Towards South	:
On Or Towards North	:

Together with all the rights of Easements, Access, Ways, Common staircase and other rights appurtenant thereto with right of voting rights as per declaration.

SCHEDULE-III

[DETAILS OF STAGES of COMPLETION & PAYAMENT AS PER STAGES OF CONSTRUTION]

STAGES OF CONSTRUCTION	PERIOD OF COMPLETION OF STAGES	PERCENTAGE OF PAYMENT
At Plinth	Completed	**%**
RCC Construction	Completed	**%**
Brick Work	Completed	**%**
Internal Plaster	Completed	**%**
Flooring	Completed	**%**
Plumbing & Electric work	Completed	**%**
External Plaster & Coloring	Completed	**%**
At the time of possession	before	**%**
TOTAL		**100%**

ANNEXURE – A

TITLE C E R T I F I C A T E

ANNEXURE – B

SPECIFICATION AND AMENITIES TO THE FLAT

- **R.C.C. Work :** Earthquake resistant RCC framed structure (any ISI brand)
- **Brick Work :** External walls 6" thick & internal wall 4" thick brick masonry
- **Flooring :** 2'x2' Porceleno tiles in all rooms
- **Kitchen :** Green Marble platform with stainless steel sink with modern concept glazed tiles up to 7' ft height
- **Bathroom :** Designer glazed tiles upto 7' with concealed plumbing with mixer system, provision for geyser & good quality ceramic fitting in W/C

- **Electrification :** Concealed electrification with sufficient point in all room's with ISI marks wire & modular switch's
- **Windows :** Marble window frames for all windows & 3 tracks aluminium powder coated sliding windows with mosquito net & safety grills
- **Doors :** Decorative laminated main door with good quality hardware fitting & internal flush doors with RCC door frames for toilets
- **Finish / Plastering :** Sand face external sponge finish plaster with weather proof paint neeru finish plaster with good quality oil bond distemper paint
- **Special features :** Corporation water supply with sufficient storage tank & borewell with proper plumbing arrangement
- **Parking :** Common parking

ANNEXURE – C

COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING

[1] The expenses of maintaining, repairing, redecoration etc. of the main structure and in particular in the roof, gutters and rain water pipes, gas pipes, if any, enjoyed entrance passages, landing and staircases used by him/her in common with others as aforesaid.

[2] The cost of cleaning and lighting the passage, landings, staircase and other parts of the building. The staircases and other parts of the building or enjoyed or used by the Purchaser in common as aforesaid.

[3] The costs of decorating the exterior of the Building.

[4] The costs of salaries of clerks, bill collectors, Watchmen, sweepers etc.

[5] The costs of maintenance of other lights and servicecharges.

[6] Municipal and other charges of taxes.

[7] Insurance of the Building.

[8] The running expenses as necessary or incidental for maintenance.

[9] Such other expenses as are necessary or incidental for maintenance and up keep of the Building.

[10] N.A. Tax.

IN WITNESS WHEREOF, THE PARTIES HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SEALS ON THE DAY ANDMONTH AND THE YEAR FIRST WRITTEN HEREIN ABOVE MENTIONED

SIGNED, SEALED & DELIVERED]
BY WITHIN NAMED **OWNER / VENDOR / PROMOTER**]
YOGESHWAR PROPERTIES]
THROUGH ITS PARTNER]
SHRI. PANKAJ KANAYALAL ALTHAKKAR] _____

SIGNED, SEALED & DELIVERED]
BY WITHIN NAMED **PURCHASER/S**]

_____

WITNESSES :-

1. _____

2. _____