

Ready Reckner Chart No: 25.6
 Rate: Rs. 29,200/- per Sq.mtrs.
 Carpet Area of Flat: Sq.mtrs.
 Consideration: Rs./-
 Market Value: Rs./-
 Total Stamp Duty: Rs./-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed at Nashik, on this day of the month of December in the year 2017.

BETWEEN

1) SMT. SHAIKH HAJRABI GAMIR

Age: 58 yrs, Occ: Business, PAN: BDWPS1898E,

2) MISS. SHAIKH PARVEEN GAMIR

Age: 27 yrs, Occ: Business, PAN: CSZPS1846K,

Both R/o: Sania House, Khode nagar, Wadala, Nashik- 422006.

Hereinafter referred to as the **“LAND OWNERS/ BUILDERS/ VENDORS”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their legal heirs, executors, administrators, Assigns, etc) of the **ONE PART.**

AND

MR.

Age: yrs, Occ:, PAN:

R/o:

Hereinafter referred to as the **“PURCHASERS”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, Assigns etc.) of the **OTHER PART.**

WHEREAS the Land Owners/Builders/Vendors herein are the absolute owners of the land bearing **Plot No: 75**, out of **Survey No: 5/2**, and **Plot No: 76**, out of **Survey No: 5/2**, both plots lying and being situated at Village: **Wadala**, Taluka and District: **Nashik**, within the limits of Nashik Municipal Corporation, which is more particularly described in the Schedule 1 written hereunder and hereinafter for the sake of brevity referred to as the **“Said Property”**.

AND WHEREAS the Land Owners/Builders/Vendors has purchased the Said Property from the previous owner Mrs. Sharayu Shivprasad Chobe and other 1, with the consent of M/s. Shree Developers, by a sale Deed which is duly registered at the office of Sub-Registrar, Nashik-3, at Sr. No. 2370/2017, dated 06/04/2017,

and accordingly the name of the Vendor is mutated in the owners column of the records of rights by **M.E No: 15150**.

AND WHEREAS the Said property is duly converted to Non-Agricultural use u/s 44 of Maharashtra Land Revenue Code, 1966, under the order of Collector of Nashik, wide order no: Maha/Kaksha-3/4/Bi.She.Pa.Kra/307/2006, dated 13/03/2007.

AND WHEREAS the Layout plan in respect of Said property is finally sanctioned from Assistant Director of Town Planning, Nashik Municipal Corporation, vide order No: Ja. No/ Nagarrachna Vibhag/Antim/A2/05, dated 05/05/2007.

AND WHEREAS the Vendor herein decided to develop the Said property and accordingly constructed a building named as **"KAABIL APARTMENT"** on the Said property and obtained the approval of building plan from the Assistant Director of Town Planning, Nashik Municipal Corporation, vide order No: LND/BP/A4/254/9084, dated 20/11/2017. The said project is registered under the provisions of Real Estate (Regulation & Development) Act, 2016, with the Real Estate Regulatory Authority at Nashik, on/...../20....., under Registration No:

AND WHEREAS the Vendor herein has appointed Mr. Ravi Amrutkar as a Structural Engineer and Mr. Saurabh Amrutkar as Architect and shall accept their professional supervision till the completion of the building.

AND WHEREAS the purchasers with an intention to purchase **Flat No: 202**, situated on the **Second Floor** in the building named **"Kaabil Apartment"**, which is more particularly described in the Schedule 2 written hereunder, and hereinafter for sake of brevity referred to as the **"Said Flat Property"**, have taken due inspection of all the contracts between the Land Owners/Builders/Vendors and Architects, including the sale deed, approved building plan etc., and examined all other relevant papers, permission, NOC, and documents relating to the construction of said building and plans thereof and satisfied themselves about the title of the Land Owners/Builders/Vendors to develop the said property and to sell the constructed and other areas and the purchasers admit to have received the copies of the following documents viz.

- 1) 7/12 extract and mutation entries
- 2) N.A Order
- 3) Commencement certificate
- 4) Sale Deeds
- 5) Title Certificate.

AND WHEREAS the Vendor has also furnished the copies of such documents, orders to the purchasers, and also agrees to furnish as demanded by the purchasers. The purchasers are satisfied with the same and thereof proposed to purchase the said flat property, more particularly described in Schedule 2 written hereunder.

AND WHEREAS the purchasers are aware of the fact that the vendor has entered or will enter into similar and/or separate Agreements with several other purchasers, persons and parties in respect of flats other than the flat agreed to be purchased by the purchaser under this agreement in the said building/project.

AND WHEREAS under section 4 of Mah. Ownership Flat (Regulation of promotion of Construction, Sale, Management and Transfer) Act, 1963, the vendor is required to execute agreement for sale of the Said flat property to the purchasers being this present & also to register the said agreement under the Registration Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:

1. The vendor herein shall construct the said building on the said property in accordance with the plans, designs and specifications approved by the concerned local authority i.e Nashik Municipal Corporation, which have been seen and approved by the purchasers. The purchasers hereby agree and give their irrevocable consent to the Vendor herein to carry out such alterations, modifications in the sanctioned layout/ building plans, as the Vendor in his sole discretion thinks fit and proper and/ or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority or Government or any officer of any local authority provided that the vendor shall inform the purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the purchaser. The purchaser shall not refuse the same. However, the Vendor shall not make any changes to the building plans except in strict compliance with Section 14 of the Real Estate (Regulation & Development) Act, 2016, and other laws as applicable.
2. The purchasers hereby agree to purchase from the Land Owners/ Builders/ Vendors and the Land Owners/Builders/Vendors agrees to sell to the purchasers the said flat property i.e **Flat No:**, total area admeasuring **sq.mtrs (Carpet Area) i.e Sq.ft (Carpet Area)**, situated on **Floor** of the building named as **"Kaabil Apartment"**, for a lumpsum price and consideration of **Rs./- (Rupees only)**. The purchasers are aware that due to the skirting and variation in plaster, the area varies. The variation may be approximately two to three percent. The purchasers consent for the same and are aware that the consideration being lump sum, will not change.

The consideration is exclusive of:

- a) All costs and expenses at actual for stamps, registration and engrossing of agreement and sale deed, whether executed individually for the said premises and/or in common with building for the said property.
- b) The amount of single phase MSEDCL meter deposit.
- c) The amount of VAT, Service tax, GST, if levied.
- d) Maintenance charges as may be decided.

- e) Any other special expenses, taxes, charges which may arise hereafter for the said transaction or for any facility required to be provided as per the directions of concerned authorities.
 - f) Legal charges.
 - g) Proportionate amount for formation and registration of Association of Apartment owners/ Co-op Housing society.
3. The purchasers agree and undertake to pay all above amount/ charges within seven days as and when demanded by the Vendor.
4. The purchasers hereby paid and agrees to pay the amount of price and final consideration of **Rs./- (Rupees only)**, in respect of said flat property to the Land Owners/ Builders/ Vendors, in the following manner:

Amount	Particulars
Rs./-	Paid by the Purchasers to the Vendors by Cheque No:, drawn on Bank, dated/....../2017.
Rs./-	Will be paid by the Purchasers to the Vendor after raising loan from any financial institution, within one month of this agreement.
Rs./-	Total Amount

5. If the purchasers commit default in payment of remaining purchase price as mutually agreed between the parties and mentioned in the preceding clauses, then the Vendors shall be at liberty to terminate this Agreement. In such event the amount paid by the purchasers to the vendors shall be refunded by the vendors to the purchasers without any interest and only after getting alternate booking and at that time 10% amount will be deducted as penalty. And vendors shall be at liberty to sell the said flat property to any other person as they deem fit and the purchasers shall not be entitled to question about such sale or to claim any amount whatsoever from the vendor.
6. The purchasers shall pay Cable charges, Service charges, transformer deposit charges, charges on account of enrolling name in 7/12 extract and revenue records etc., separately excluding the cost of Flat and electric deposit, water connection expenses for obtaining light meter including in the cost of Flat.
7. The purchasers shall pay Service tax, VAT, or any other taxes which will be imposed by the local self-government or state government or central government on the Said flat property or building and to bear and pay local taxes, water charges, insurance and other levies, if any, which will be imposed by concerned local authority on account of charge of user of the flat of the purchaser.
8. The fixtures, fittings and amenities to be provided in the Said flat premises and the building are those as set out in Annexure hereto, in case the purchaser needs

any other extra amenities they shall have to pay extra money towards such extra items and amenities.

9. Possession of the Said Flat property shall be delivered by the Vendor to the purchasers on or before 31/12/2018, after receiving the full consideration and only after receiving Completion certificate.
10. The proposed building is named as **"KAABIL APARTMENT"**.
11. The Land owners/ builders/ Vendors shall have a first and paramount lien and charge on the said Flat premises in respect of any amount not paid by the purchasers under the terms and conditions of this agreement. The price agreed shall be revised or raised by the vendors, if prices of controlled items like cement, steel are increased.
12. The purchasers shall present themselves at proper registration office, for registration of this agreement for sale or conveyance deed, within the time limit prescribed by registration Act and the Land owners/ builders/ Vendors. And the purchasers hereby agree to pay on demand their share of stamp duty and registration charges for this agreement and they are also liable to pay the charges for final conveyance deed or any others document executed for the formation of housing society. The purchasers have agreed to pay any service charges, if imposed by any Government authority in future.
13. The Land owners/ builders/ Vendors hereby declare that the said property is not subjected to any mortgage, charge or any other encumbrances and the title of the said property is clear and marketable.
14. The purchasers have prior to the execution of this agreement satisfied themselves about the title of the property and they shall not be entitled to dispute the same and raise objections thereto.
15. The purchasers shall not use the said flat property or any part thereof or permit the same to be used for any purpose whatsoever other than for keeping
16. The purchasers shall from the date of possession maintain the said flat property in good and tenantable conditions. And they shall not do or suffer to be done anything in or to the said building, passages, which may be against the rules, regulations or bye-laws of the society or any local government or any other authority. They shall not change, alter or make additions in or to the said premises or building or any part therein.
17. In case any security deposit is demanded by the Nashik Municipal Corporation, MSEDCL or any local authority or the Government for the purpose of giving water connection, electricity connection, drainage to the said building, the purchaser agrees to pay to the vendors, their proportionate share of such deposit.
18. The purchasers shall from time to time sign all applications, papers and documents, if society/ association of apartment owners, is formed in the said building.
19. The Land owners/ builders/ Vendors shall be entitled to put up an additional construction on ground or upper floors that may be permitted by the authorities on any of the building now being constructed. In the event of such further

permitted construction, the Land owners/ builders/ Vendors shall have all the rights, title and interest in the said additional construction in the manner they decide.

20. Nothing contained in this agreement is intended to be nor shall it be construed as a grant or demise or assignment in law. The purchasers shall have no claim, save and except in respect of the particular flat property hereby agreed to be acquired. All open spaces, parking spaces, lobbies, staircase will remain the property of the Land owners/ builders/ Vendors until the whole plot and building thereon is transferred to the Society/ Association as hereinabove mentioned.
21. The purchasers shall observe and perform all the rules and regulations which the society/ association 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 flats therein for the observance and performance of the building rules, regulations and bye-laws for the time being of the local bodies. The purchasers shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
22. The purchaser shall use the said flat property or any part thereof or permit the same to be used only for Residential purpose.
23. After completing the work, a notice in writing will be given by the Land owners/ builders/ Vendors to the purchasers that, the said flat property is ready for use and occupation, and the purchasers shall be liable to bear and pay proportionate expenses (i.e in proportion to floor area) or outgoings in respect of the said land or building and the other expenses i.e local taxes or such other levy, water charges, common light bill, repairs and maintenance, and all other charges for the maintenance of the said land and building. The purchaser shall pay the above charges to the Land owners/ builders/ Vendors.
24. The Land owners/ builders/ Vendors shall be entitled to reasonable extension for giving delivery or possession of the said flat property within the aforesaid period, if the completion of the building in which the said flat property is situated is delayed on account of : Non availability of cement, steel, and other building materials, water or electricity supply, war, civil calamities or act of God, any notice, order, rule, notification of govt., and/or other public authority or competent authority.
25. The purchasers shall take possession of the Said Flat property from the Land owners/ builders/Vendors, within 15 days when the vendor will give written notice to the purchasers intimating that the said flat property is ready for use and occupation and the purchasers shall forthwith pay the balance amount of consideration and take possession of the said flat property without any excuse.
26. The purchasers shall, after taking possession of the Said Flat property, not to store any inflammable goods in the Said Flat property which are hazardous, combustible or dangerous or are so heavy to damage the construction or

structure of the building in which the Said Flat property is situated. The purchasers will not store goods which are objected by the concerned local authority or other authority and shall not carry or caused to be carried heavy package on upper floors which may or likely to damage the staircase, common passage or any other structure of the building in which the Said Flat property is situated, including the entrance of the building. On account of negligence or default of the purchasers, the purchasers alone shall be liable for the consequences of the breach.

27. The purchasers shall carry at their own cost, all internal repairs of the Said Flat property and maintain the same in their own cost and as their own choice. But they shall not do or suffer to be done anything dangerous to the building in which the Said Flat property is situated.
28. The purchasers shall not demolish or cause to be demolished the Said Flat property or any part thereof at any time or make or caused to be made any addition of whatsoever nature in or to the Said Flat property nor any alterations in the elevations and colour schemes of the building in which the Said Flat property is situated, and shall also keep the common usage portion, sewer, drain pipes, passage, terrace, common water tank, overhead water tank, parking area, elevations, electricity connections and fittings, meter boxes, building compound of the building in good and tenable condition.
29. The purchasers shall not permit to be done any act or anything which may render void/ voidable of any insurance of the building in which the Said Flat property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
30. The purchasers shall not throw dirty rubbish, rages, garbage in the compound or any portion of the building in which the Said Flat property is situated.
31. The purchasers shall not store any articles in the marginal spaces, landing and/or other area of the building so as to cause obstruction to any of the other occupiers of the building.
32. The purchasers shall not obstruct the Land owners/ builders/Vendors from carrying out their work of construction, if F.S.I will be increased by the local self-government body and which will be used for the said building by the Land owners/ builders/Vendors.
33. The purchasers shall not use any other common area in the building including the top terrace, unless and until they are declared as common for use and enjoyment by the Land owners/ builders/Vendors.
34. The purchasers shall not without written of the Land owners/ builders/Vendors, let, subject transfer or assign the said flat property or any part thereof, until all dues are paid by the purchasers to the Land owners/ builders/Vendors.
35. Till final conveyance of the building in which the said flat is situated, the purchasers shall permit the Land owners/ builders/Vendors or their surveyors and agents to enter into the said building or said flat or any part thereof, to view and examine and state conditions thereof.

36. It is further agreed that as regards the standards of materials, opinion of appointed Architect shall always prevail, and after getting possession of said flat property by the purchasers, the complaints from the purchasers shall not be entertained.
37. All notice to be served on the purchasers as contemplated by this agreement shall be deemed to have been duly served, if sent to the purchasers by R.P.A.D/ under certificate of posting, at his address specified hereinabove.
38. The sale of the said flat property is calculated as per the plans presented and presently approved by the concerned authority. And the purchasers are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to three percent. The purchasers consent for the same and are aware that the consideration being lump sum, will not change.
39. The Land owners/ builders/Vendors are at liberty to allot the adjoining terraces of the flats to the respective flat holders and also to allot the lawn areas, parking areas, exclusively to the owners of the concerned apartment. The purchasers shall not raise any objection thereof.
40. Any delay tolerated or indulgence shown or omission on the part of the Vendor in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchasers by the Vendor shall not be construed as the waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions, by the Purchasers nor shall the same in any manner prejudice the rights of the Vendor.
41. If the purchasers are desirous of obtaining loan from any corporation or financial institution, then it will be the liability of the purchasers to make the same available and also to bear all the expenses for additional copies of plans, agreements, certificates, and the property described in the Schedule 2 to be purchased by the purchasers, shall only be encumbered with the liability of the said loan.
42. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963, and the rules made thereunder.

SCHEDULE-1

(Of the said Plot property referred above)

All that piece and parcel of the following plots, lying and being situated at Village: **Wadala**, Taluka and District: **Nashik**, within the limits of Nashik Municipal Corporation:

- a) Bearing **Plot No: 75**, total area admeasuring **228.00 Sq.mtrs**, out of Survey **No: 5/2**,
- b) Bearing **Plot No: 76**, total area admeasuring **216.22 Sq.mtrs**, out of Survey **No: 5/2**,

which plots are jointly bounded as under:

On or towards East : Plot No: 73 & 74

On or towards West : Plot No: 42
 On or towards South : Plot No: 70 & 71
 On or towards North : Colony Road.

SCHEDULE- 2

(Of the Said Flat property referred above and agreed to be transferred under these presents)

All that piece and parcel of the constructed property, bearing **Flat No:**, total area admeasuring **sq.mtrs (Carpet Area) i.e Sq.fts (Carpet Area)**, situated on **Floor** of the building named as **"Kaabil Apartment"**, constructed on the plots mentioned hereinabove in Schedule 1, and which flat is bounded as follows:

On or towards East :
 On or towards West :
 On or towards South :
 On or towards North :

SCHEDULE- 3

(Of the amenities to be provided in the Said Flat property)

- 1) The building shall be of R.C.C framed structure.
- 2) External brick work 6" thick, brick masonry for external wall and 4" thick.
- 3) Ceramic tiles flooring for all rooms, balconies and passages.
- 4) Ceramic tiles skirting of 3" height for all rooms, balconies and passages.
- 5) Ceramic tiles flooring for Bathroom (antiskid).
- 6) Standard glazed tiles dado unto 7 feet in toilet and 4 feet high above kitchen platform.
- 7) Front side main door shutters will be of laminated water proof flush door with one night light peeping eye brass number and brass aldrop.
- 8) Remaining all door shutters will be water proof, flush door painted with oil paint.
- 9) Window opening will be aluminium sliding windows plain glass or bazara glass and guarded by M.S grill.
- 10) Cooking platform of black granite top 8 feet length with built in steel round sink.
- 11) Concealed plumbing work.
- 12) All electrical switch board and electrical works are casing capping type with one light point, one fan point, one half plug point in each room+ one power point in kitchen and bathroom one light at each floor staircase landing, 1 point in terrace/ balcony, 1 point above wash basin, 1 point in passage.
- 13) Water supply will be from overhead water tank only.
- 14) R.C.C. loft of 15" width in shorter span of kitchen and in one bedroom.

- 15) External plaster painted with snowcem cement paint and internal plaster painted with oil bound distemper of Asian paints Co.
- 16) False ceiling in POP.
- 17) One common underground water tank with pump shall be provided for the building.
- 18) One common underground septic tank shall be provided and sanitary connection of each unit will be connected to the said septic tank to municipal drainage.
- 19) One C.P mixer cock with shower will be provided in each bathroom and one C.P cock in kitchen W.C and wash basin.
- 20) Each W.C shall be fitted with flushing valve or flush tank.
- 21) Each flat will have one electrical bell point.
- 22) CCTV camera in parking.
- 23) Lift with battery back-up.

NOTES:

- a) All drawings are subject to approval.
- b) Rights of change in plan, amenities, design are reserved by the Builder.
- c) Changes can be done in the above list if thought necessary by the Architects and the decision of the Developers shall be final and binding on the purchasers.
- d) No deduction will be made in the rate per Sq.ft. or the total cost of tenement area proposed to be purchased, even if any of the above facilities are not required by the purchasers.

SCHEDULE- 4

(Of the expenses to be borne by the purchasers after taking delivering of the Said Flat property)

- 1) The expenses of maintaining of repairing, redecorating of the main structure and in particular the roof, gutters and rain water pipes, gas pipes, if any and electrical wires, in under or upon the building and enjoyed or used by the purchasers in common with the purchasers or other occupiers of the tenements and the main entrance, passage, landing and staircases, terraces or roofs of the building as enjoyed by the purchasers used by his/her/them in common as aforesaid.
- 2) The costs of cleaning and lighting the passage, landing and staircases and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.
- 3) The costs of decorating the exterior of the building.
- 4) The costs of the salaries of clerks, bill collectors, chowkidars, sweepers etc. appointed by the developers/ Co-op Society to manage and look after the building.
- 5) The costs of maintenance of other lights and services, charges.

- 6) Municipal and other taxes.
- 7) Insurance of the building.
- 8) Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

IN WITNESS WHEREOF the parties hereto have signed hereunder at Nashik.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED LAND OWNERS/
BUILDERS/ VENDORS

- 1) **SMT. SHAIKH HAJRABI GAMIR** _____
- 2) **MISS. SHAIKH PARVEEN GAMIR** _____

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PURCHASERS

.....

IN THE PRESENCE OF WITNESSES:

- 1) _____
- 2) _____