

Purchasers (or the maintenance agency appointed by it) and performance by the Allottee/Purchaser of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of Flat/Shop Purchasers from time to time.

**28. ASSIGNMENT :**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/ Apartments or of the said Property and said Building or any part thereof. The Allottee/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 Promoters until the said structure of the said building is transferred to the Society/Limited Company or other body and until the said property is transferred to the Apex Body/Federation as hereinbefore mentioned.

**29. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoters executes this Agreement they shall not mortgage or create a charge on the said Flat/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 Allottee/Purchaser who has taken or agreed to take such Flat/Apartment.

**30. BINDING EFFECT :**

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

**31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :**

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 Allottee/Purchasers of the said Flat/Apartment, in case of a transfer, as the said obligations go along with the said Flat/Apartment for all intents and purposes.

### **32. 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 under 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **33. APARTMENT ASSOCIATION :**

The Promoters shall submit the said project under the provision of Maharashtra Apartment Ownership Act 1970 and the provisions made there under and shall always be subject to provisions of Maharashtra Ownership Flat (regulation of the promotion of the construction, sale, management & transfer) Act 1963 and the rules made there under or the provisions of Maharashtra Apartment Ownership Act 1970 and Maharashtra Apartment Ownership Rules 1972 or the Promoter shall form the Co-op. Housing Society of the "V N RESIDENCY APARTMENT" as per the provisions of The Maharashtra Co-op. Societies Act, 1960. Accordingly Declaration of Apartment or the final conveyance in favour of "V N RESIDENCY APARTMENT" in respect of the properties described in Schedule I alongwith the structure thereon shall be executed and registered by the Promoters with the Sub-Registrar of Nashik. In pursuance whereof the Promoters will execute and register Deed of Apartment in respect of the said Flat/ Apartment in favor of the Allottee/Purchaser herein, upon getting entire amount of consideration from the Allottee/Purchaser.

The Allottee/Purchaser herein agreed that he will become members of the said Apartment Owners Association. The said Apartment Owners Association will be known as V N RESIDENCY APARTMENT. The Rules Regulations and Bye-laws of the said Apartment Owners Association/ the Co-op. Housing Society shall be binding upon the Allottee/Purchaser and the Allottee/Purchaser shall be liable and responsible to pay the subscription fees and any other charges of the said Association from time to time.

### **34. RIGHT TO SALE OTHER APARTMENTS :**

It is hereby expressly agreed and provided that, so long as it does not in any way effect or prejudice the right hereunder granted in

favour of the Allottee/Purchaser in respect of the said Flat/Apartment agreed to be purchased by the Allottee/Purchaser, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the various Shop/Flats/Apartment out of the said building.

**35. OTHER CONDITIONS :**

The purchase of the said Flat shall be subject to all the following conditions

- a. The access to the individual Flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b. The construction and other civil changes done internally shall be at the risk and cost of the Purchaser who shall not damage the basic R.C.C. structure.
- c. The construction of chimneys, hanging telephone and telex wires, electric connection, fax, tele printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoters and their Architect in writing.
- d. The installation of any grills or any doors shall only be as per the form prescribed and Promoters Architect.
- e. The Allottee/Purchaser shall not join two adjacent Flat and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat.
- f. In the event of the Promoters carrying out any work of additions and/or alterations as per instructions of the Allottee/Purchaser to keep the Promoters harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoters shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee/Purchaser at his own costs and risk.

**36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchasers in the said building, the same shall be in proportion to the carpet area of the said Flat/Apartment to the total carpet area of all the flat/Flat Apartments in the Said Building.

**37. 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 hereunder or pursuant to any such transaction.

**38. PLACE OF EXECUTION :**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/Purchaser, in Nashik after the Agreement is duly executed by the Allottee/Purchaser and the Promoters 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.

**39. REGISTRATION OF THIS AGREEMENT :**

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

**40. Lift :**

The V N RESIDENCY APARTMENT is a Five storied building & consists of Ground + Four floors as per the approved building plan. The ground floor consists of parking space as per the approved building plan.

As per the approved building plan, separate staircase & one passenger lift will be provided to the said V N RESIDENCY APARTMENT. The Vendor will provide the said lift of standard company. It is further agreed & accepted by the purchaser that if the possession of the said flat premises has been handed over to the purchaser & other co-purchaser then in that event till the formation of the association of apartment or co-operative society the monthly electric charges, maintenance charges of the said lift or any other expenses incurred on the said lifts shall be borne by the Purchaser alongwith other co-purchasers & if any amount towards the maintainance of the said lift is made by the Vendor then in that event the said amount shall be deducted from the one time maintenance amount collected by the Vendor from the purchaser & co-purchasers. After the formation of the association of the apartment or co-operative society the day to day/monthly maintenance of the said lifts shall be done by the apartment or society.

**41. NOTICES :**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below.

**42. PAYMENT OF STAMP DUTY and REGISTRATION FEE :**

The Allottee/Purchaser shall bear and pay stamp duty and Registration fees, Advocate fee and all incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoters in favor of Allottee/Purchaser or Association/society i.e. organization as may be formed in which the Allottee/Purchaser will be the member.

**43. BINDING :**

This Agreement is binding on Allottee/Purchaser, his heirs, executors, administrators, representatives, assigns and all the persons claiming through him and also on Promoters, all the partners, their heirs, executors, administrators, representatives, assigns and all the persons claiming through them.

**SCHEDULE - I OF THE PROPERTY**

All that piece and parcel of land bearing Non-agriculture plot No. 18 admeasuring 708.22 Sq. Mtrs. assessed at Rs. 340=00 Ps. out of Survey No. 163/2/22 situated at village Nashik within the limits of Nashik Municipal Corporation, Nashik, Tal & Dist. Nashik within the limits of Sub Registrar of Nashik, Tal. & Dist. Nashik which is bounded as under-

|       |   |                     |
|-------|---|---------------------|
| East  | - | Plot No. 11         |
| West  | - | 12 Mtr. Colony Road |
| South | - | Plot No. 17         |
| North | - | Plot No. 19         |

**SCHEDULE - II OF THE PROPERTY AGREED TO SALE**

All THAT PIECE AND PARCEL OF Constructed Flat/Apartment No. ( ) admeasuring Sq. Mtrs. (carpet area) + area of Balcony + the area of Terrace Sq. Mtrs. on Floor consisting of Two Bedroom + Hall + Kitchen in V N RESIDENCY APARTMENT building to be constructed on the property as mentioned in the first schedule, along with right to use utilise and enjoy common areas and facilities and bounded as under:

|       |   |
|-------|---|
| East  | - |
| West  | - |
| South | - |
| North | - |

The Promoter has allotted Covered Car Parking Space/Open/Non covered admeasuring Sq. Mtrs. without any Consideration to the purchaser which is demarcated as per parking layout attached

herewith which will be used by the purchaser subject to the byelaws of the proposed Condominium or the Society as the case may be at his/her/their entire costs and risks.

### **SCHEDULE – III**

#### **l) Common Areas and Facilities: -**

- a) The parcel of land described in Schedule - I written herein above.
- b) The foundations and main walls, columns, beams and terrace, roofs of the building as described in the plans which forms part of this agreement.
- c) All the Plumbing networks and electric network throughout the said building.
- d) Over Head Water Tank located on the terrace of the said building.
- e) Stair case and passage, necessary light on each floor of the said building.
- f) One lift and lift room in the said building/s alongwith battery provided for backup.
- g) Drainage line, water lines and electrical connections and also common water and electric meters including connections and electric motor and other equipment's and incidental things in general all apparatus and installation.
- h) Under Ground Water storage tank, water pumps, Motors, ducts and other equipment's and in general all apparatus and installation.
- i) The passage portion lying between staircase and apartment units at various floors and at various stages.
- j) The staircase leading from the ground floor level to Fourth floor to the common terrace.
- k) Under Ground Septic Tank.
- l) Common Gate which is provided at the entrance of the said building.
- m) Partial Ground Floor, excluding the parking spaces allotted to respective apartment Purchasers.

#### **Restricted Areas and Facilities : -**

- i) Partition wall common between such two units shall be restricted and shall be common between the two units only.
- ii) The parking spaces on the Ground floor which are allotted to the respective Flats Purchasers shall be reserved for exclusive use, utilisation and enjoyment for respective Flats Purchasers. Except such respective Flats Purchasers, no other shop or Flat Purchasers shall be entitled to use, utilize and enjoy the same.

- iii) All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

#### **SCHEDULE – IV**

##### **PROPOSED AMENITIES FOR the flat to be provided “V N RESIDENCY APARTMENT”**

###### **Structure :-**

RCC frame structure

External wall 6" thick and internal 4" thick concrete blocks masonry.

###### **Finish / Plastering :-**

Sand face external plaster with Neru finish internal plaster

External Paint will be in Acrylic & Internal Paint will be in Oil Bound Distemper.

###### **Flooring :-**

Vitrified ceramic 2' x 2' with skirting in living, kitchen, bedroom & passage.

Antiskid 16" x 16" Tiles in Terrace

Granite Kitchen Platform with Stainless Steel Single Bowl Sink

Glazed Tile Dado above kitchen platform and Bathroom upto Lintel Level

###### **Doors & Windows:-**

Main & Bedroom Door frame : decorative with ply & laminated sheet

Rest Door frame : Granite

Main Door shutter : decorative flush door with premium quality fixture

Rest Door shutter : Solid core flush door with premium quality fixture

Bath & WC Doors : Laminated Flus doors

Windows Frame & Shutter : granite window sill with three track powder coated aluminum sliding window with mosquito net.

###### **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. cable point in living rooms

Telephone point in living room

Exhaust fan point in kitchen

Provision for A/C in bedroom (Electrical point only).

###### **Toilets :-**

Shower provision for hot & cold water with Mixer Cock

WC Indian Type for Common & Western Type for Attach Toilet.

###### **Water Proofing :**

Water proof treatment in terrace, toilets & building roof in brick bat coba with China mosaic.

**Parking :**

Allotted parking with concreting

**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 swipe and also for the regular maintenance of the cleanliness of the building.
5. Proportionate share for the payment of the salaries of the appointed servants and staff.
6. Salary to the person appointed for the recovery of the maintenance charges.
7. Lift maintenance with power backup

**ANNEXURE – A**

Title Certificate issued by Shri. Ratnaparkhi V. V., Advocate, Nashik

**ANNEXURE –B**

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoters to the project land).

**ANNEXURE - C**

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority )

**ANNEXURE -D**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

**ANNEXURE – E**

(Specification and amenities for the Apartment),

**ANNEXURE -F**

(Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

\_\_\_\_\_  
SIGNED, SEALED &  
DELIVERED BY THE WITHINNAMED  
**CENTURY BUILDERS & DEVELOPERS**  
a registered Partnership firm  
through its Partner  
**SHRI. SACHIN SHANKARRAO JADHAV**  
PROMOTER/VENDOR

SIGNED, SEALED &  
DELIVERED BY THE WITHINNAMED

\_\_\_\_\_  
1) Shri.

\_\_\_\_\_  
2) Mrs.  
ALLOTTEE/PURCHASERS

**WITNESSES -**

1. \_\_\_\_\_

2. \_\_\_\_\_