

Ready Reckoner Chart No.:	25.8
Carpet Area of Premises	: 46.39 sq. mtrs.
Open Balcony Area	: 7.32 sq. mtrs.
Cov. Parking	: 11.25 sq.mtrs.
Flat Rate	: Rs.33,740/-
Open Balcony Rate	: Rs.13,496/- per sq. mtrs.
Covered Parking Rate	: Rs.8,435/- per sq. mtrs.
Govt. Value	: Rs.19,15,500/-
Consideration	: Rs.25,00,000/-
Stamp	: Rs.1,50,000/- [5% Stamp Duty + 1% Cess]
Regis. Fees	: Rs.25,000/-

Agreement to Sale Model Form of RERA

This Agreement is made at Nashik this day of in the year 2026.

B E T W E E N

ONYX CONSTRUCTIONS, A Partnership Firm
Through its Partners

PAN No. AAHFO 0864 D

- 1. Mr. Ehsaan Gulam Ahmed Khatib**
 Age: 30, Occ: Business
 Aadhar No.5508 1460 0999
- 2. Mr. Basit Rafik Bhan**
 Age: 25, Occ: Business
 Aadhar No.3986 9738 7086
- 3. Mr. Rehan Latif Memon**
 Age: 30, Occ: Business
 Aadhar No.3512 1012 5453
 Add. 1925, Opp. Hotel Kokni Darbar,
 Dudh Bazar, Nashik-422001.

Hereinafter referred to as "The Promoter" of the One Part

A N D

- 1. Mr. Nishar Sajjan Shaikh**
 Age :29, Occ : Business
 Pan No. GGQPS 8400 E
 Aadhar No. : 2477 2166 6534
- 2. Mrs. Shabnam Nishar Shaikh**
 Age :23, Occ : Housewife
 Pan No. QIPPS 1682 R
 Aadhar No. : 8361 6883 4699

Add.: P.NO.L 29 S NO.69/3 SN Park, Near Maddina
 lawns, Madina Nagar, Nashik - 422006.

Hereinafter referred to as "The Allottee" of the Other Part.

A N D

Mr. Sanjay Vinayak Khanzode

Age: 68, Occ: Business

Pan No. AARPK 5194 L

Aadhar No.5029 3466 8215

Add: Bapu Bungalow, Indira Nagar, Nashik.

Through Power of Attorney Holder

ONYX CONSTRUCTIONS, A Partnership Firm

Through its Partners

PAN No. AAHFO 0864 D

1. Mr. Ehsaan Gulam Ahmed Khatib

Age: 30, Occ: Business

Aadhar No.5508 1460 0999

2. Mr. Basit Rafik Bhan

Age: 25, Occ: Business

Aadhar No.3986 9738 7086

3. Mr. Rehan Latif Memon

Age: 30, Occ: Business

Aadhar No.3512 1012 5453

Add. 1925, Opp. Hotel Kokni Darbar,

Dudh Bazar, Nashik-422001.

The above named party shall be hereinafter referred to as the "Confirming Party/ Consenting Party/ Land Owner" of the Other Part:

WHEREAS Survey No.3/1/5 of Wadala, Taluka and District Nashik was owned by the Smt. Yesubai Sitaram Khode and others, Survey No.3/1/6 was owned by Mr. Aavdya Ravji, Survey No.3/1/7 was owned by Mr. Sukdeo Ravji Khode and Survey No.3/1/8 was owned by Mr. Laxman Ravji Khode.

AND WHEREAS Mr. Aavdya Ravji Khode and Mr. Sukdeo Ravji Khode exchange their properties accordingly Survey No.3/1/7 goes to Mr. Aavdya Ravji Khode and Survey No.65/5/3 goes to Mr. Sukhdev Ravji Khode and M.E.No.843 was made and certified.

AND WHEREAS Smt. Yesubai Sitaram Khode died in the year 1959 leaving behind legal heir co-wives Smt. Sundarabai Sitaram Khode. Accordingly M.E. No.859 was made and certified.

AND WHEREAS Mr. Laxman Ravji Khode died on 11/02/1959 leaving behind legal heirs Sons- Trimbak, Murlidhar, Deoram and Shivram, Daughters-Zunki, Jani, Shewanta and Gangi. Accordingly M.E. No.861 was made and certified.

AND WHEREAS Mr. Deoram Laxman Khode had purchased Survey No.3/1/6 and Survey No.3/1/7 from Mr. Aavdya Ravji

Khode and Mr. Kashinath Aavdya Khode. Accordingly M.E. No.885 was made and certified.

AND WHEREAS Mr. Trambak Laxman Khode died leaving behind legal heirs Sons- Ramdas, Bhaskar, Sudam and Lahanu, Daughters- Hausabai, Kausabai and Indumati, Wife-Bhimabai. Accordingly M.E. No.925 was made and certified.

AND WHEREAS Smt. Sundarabai Sitaram Khode died on 02/12/1962 leaving behind legal heir daughter Smt. Thakubai Murlidhar Bankar. Accordingly M.E. No.962 was made and certified.

AND WHEREAS Mr. Deoram Laxman Khode died on 10/04/1975 leaving behind legal heirs Sons- Vishwanath, Popat, Madhukar, Balu and Daulat, Daughters- Tulsabai, Mhalsabai, Mathubai and Bebibai, Wife-Warubai. Accordingly M.E. No.1459 was made and certified.

AND WHEREAS Smt. Thakubai Murlidhar Bankar died in the year 1985 leaving behind legal heirs Sons- Bhanudas, Balasaheb and Bhikaji, Daughters- Shantabai and Mirabai. Accordingly M.E. No.2185 was made and certified.

AND WHEREAS Warubai Deoram Khode had purchased area admeasuring 0 H. 22.5 R. out of Survey No.3/1/5 from Mr. Gangaram Namdeo Khode, Mr. Mahadu Namdeo Khode and Mr. Karbhari Namdeo Khode. Accordingly M.E. No.2340 was made and certified.

AND WHEREAS Mr. Gangaram Namdeo Khode died leaving behind legal heirs Sons- Jagannath, Kisan and Manohar, Daughters- Indubai, Kamlabai and Mandabai, Wife- Dagubai. Accordingly names of legal heirs mutated in other right column and M.E. No.2670 was made and certified.

AND WHEREAS Shewantabai Sonya Mali died on 19/11/1976 leaving behind legal heirs Sons- Punja, Dashrath, Fakira and Balu, Daughters-Sarubai and Jijabai. Accordingly M.E. No. 3739 was made and certified.

AND WHEREAS Zunkabai Parshram Vidhate died leaving behind legal heir Son- Hiranman. Accordingly M.E. No.3740 was made and certified.

AND WHEREAS Bhimabai Trambak Khode died on 10/12/1982 leaving behind legal heirs Sons- Ramdas, Bhaskar, Sudam and Lahanu, Daughters-Hausabai, Kausabai and Indubai. Accordingly M.E. No.3741 was made and certified.

AND WHEREAS Mr. Deoram Laxman Khode died on 10/04/1975 leaving behind legal heirs Sons- Vishwanath, Popat, Madhukar, Balu and

Daulat, Daughters- Tulsabai, Mhalsabai and Bebibai, Wife- Warubai. Accordingly M.E. No.3742 was made and certified.

AND WHEREAS Smt. Sarubai Giridhar and others made application and given Affidavit for delete their names from record. Accordingly M.E. No. 3745 was made and certified.

AND WHEREAS as per application partition was took place between the owners and accordingly Survey No.3/1/8 given in the name of Vishwanath, Popat, Madhukar, Balu and Warubai Deoram Khode. Accordingly M.E.No.3746 was made and certified.

AND WHEREAS Mr. Bhikaji Murlidhar Bankar died on 04/02/1977 leaving behind legal heirs Sons- Yadavrao, Kantilal, Bajirao and Vilas. Accordingly M.E. No.4239 was made and certified.

AND WHEREAS as per order of Tahsildar, Nashik names of Mr. Jagannath Gangaram and others were deleted from other rights column of Survey No.3/1/5 and accordingly M.E.No.4827 was made and certified.

AND WHEREAS Mathurabai Pundlik Vidhate died on 28/11/1980 leaving behind legal heir Daughter namely Mrs. Vimal Rajaram Tidke. Accordingly M.E. No.6904 was made and certified.

AND WHEREAS Mr. Daulat Deoram Khode died unmarried on 30/09/1989 hence name of late Daulat Deoram Khode deleted from record and M.E. No.6911 was made and certified.

AND WHEREAS Smt. Warubai Deoram Khode and others have entered into Development Agreement and Irrevocable Power of Attorney on 18/08/2005 with Mr. Sanjay Vinay Khanzode for the development of area admeasuring 00 H.74 R. out of Survey No.3/1/6, Survey No.3/1/7 and Survey No.3/1/8 which is dully registered before Sub-Registrar Nashik-1 at Sr. No.4697/2005 and 4698/2005 respectively. Accordingly M.E.No.7546 was made and certified on 19/09/2005.

AND WHEREAS Tara Popatrao Khode alias Mrs. Tara Ambadas Vidhate and Manisha Madhukar Khode alias Mrs. Manisha Sahebrao Ugale executed Confirmation Deed in favor of Mr. Sanjay Vinayak Khanzode on 26/08/2005. The said Deed is duly registered with the sub-registrar, Nashik-02 at Sr.No.4805/2005 on same day.

AND WHEREAS Mr.Vishwanath Deoram Khode died on 20/07/2006 leaving behind legal heirs Sons- Gokul and Devidas, Daughter namely Hirabai. Accordingly M.E. No.7919 was made and certified.

AND WHEREAS Mr.Nanesh Vishwanath Khode and Smt. Radhabai Vishwanath Khode executed Confirmation Deed in favor of Mr.

Sanjay Vinayak Khanzode on 04/01/2007. The said Deed is duly registered with the sub-registrar, Nashik-02 at Sr.No.100/2007 on 05/01/2007.

AND WHEREAS Mr. Siddharth Sanjay Khanzode had purchased area admeasuring 00 H.14.5 R. out of Survey No.3/1/5 from Warubai Deoram Khode, as per Sale Deed dt.12/10/2007. The said Sale Deed was duly registered in the office of Sub-Registrar Nashik-1 vide Reg.No.9482/2007 on same day. Accordingly M. E. No.8540 was made and certified.

AND WHEREAS Smt. Warubai Deoram Khode and others executed Correction Deed on 01/09/2007 of Development Agreement and Power of Attorney dt.18/08/2005 and Confirmation Deed dt.26/08/2005 which was registered in the office of Sub-registrar, Nashik-2 at Sr.No.6151/2007 on 05/09/2007.

AND WHEREAS Mr. Siddharth Sanjay Khanzode gifted area admeasuring 00 H.14.5 R. out of Survey No.3/1/5 to his Father Mr. Sanjay Vinayak Khanzode, as per Gift Deed dt.24/10/2008. The said Gift Deed is duly registered in the office of Sub-Registrar Nashik-5 vide Reg.No.9094/2008 on same day. Accordingly M. E. No.9121 was made and certified.

AND WHEREAS Mr. Sanjay Vinayak Khanzode had purchased area admeasuring 00 H.74 R. out of Survey No.3/1/6, Survey No.3/1/7 and Survey No.3/1/8 from Warubai Deoram Khode and others as per Sale Deed dt.01/07/2008. The said Sale Deed is duly registered in the office of Sub-Registrar Nashik-1 vide Reg. No.8097/2008 on 20/08/2008. Accordingly M. E. No.9317 was made and certified.

AND WHEREAS as per order of Collector, Nashik vide no. Mah/Kaksh-3/4/ Bi.She.Pr.Kr./46/2012 dt. 02/05/2012 area admeasuring 1450 sq. mtrs. out of Survey No.3/1/5, area admeasuring 2400 sq. mtrs. out of Survey No.3/1/6, area admeasuring 2500 sq. mtrs. out of Survey No.3/1/7 and area admeasuring 2400 sq. mtrs. out of Survey No.3/1/8 of Mr. Sanjay Vinayak Khanzode converted to commercial non-agricultural tenure. After non-agricultural permission the Talathi concerned prepared separate 7/12 extracts of the non-agricultural area as per Mutation Entry No.11764 on 31/07/2012. Also Tahsildar, Nashik issued Sanad to Mr. Sanjay Vinayak Khanzode vide No.Aastha-1/Raji.No./78/2022 on 05/12/2022. As per the said mutation the said property subject matter of this document is numbered as "Survey No.3/1/5/2 to 3/1/8/2 total admeasuring 8750 Sq. Mtrs.."

AND WHEREAS One Mirabai Pundlik Vidhate alias Ujwala Yadav Verule had filed a Regular Civil Suit no.1512/2012 before The Hon'ble Civil Judge Senior Division Nashik, at Nashik. In the above mentioned suit plaintiff had registered a Lis-pendence Notice for Regular Civil Suit no.

1512/2012 on 07/02/2014 and same is registered with the Sub Registrar Nashik-3 at Sr.No. 1133/2014 on 10/02/2014. Accordingly as per Lis-pendence Notice entry of Lis-pendence of Regular Civil Suit no. 1512/2012 M.E.No.13107 is made and certified as per on 07/05/2014.

AND WHEREAS Mr. Popat Deoram Khode and Mr. Madhukar Deoram Khode had filed a Regular Civil Suit no.1482/2012 for Declaration and Injunction before The Hon'ble Civil Judge Senior Division Nashik, at Nashik. The said Suit was re-registered as Special Civil Suit No.198/2019.

AND WHEREAS Mr. Gokul Vishwanath Khode had filed a Regular Civil Suit no.1629/2012 for Declaration and Injunction before Hon'ble Civil Judge Senior Division Nashik, at Nashik. Regular Civil Suit no.1629/2012 re-numbered as Special Civil Suit No.56/2013. In the said suit temporally injunction application was allowed on 28/06/2013.

AND WHEREAS in above Regular Civil Suit No. 1512/2012 compromise was made between the parties and compromise Decree was passed in Regular Civil Suit No. 1512/2012 on 28/07/2016. Accordingly entry of Regular Civil Suit No. 1512/2012 was deleted from other right column of Survey No.3/1/5/2 to 3/1/8/2 and M.E.No.14927 was made and certified on 21/01/2017.

AND WHEREAS Mirabai Pundlik Vidhate alias Ujwala Yadav Verule executed Confirmation Deed in favor of Mr. Sanjay Vinayak Khanzode. The said Deed is duly registered with the sub-registrar, Nashik-06 at Sr.No.1473/2016 on 30/04/2016.

AND WHEREAS in above Special Civil Suit No.198/2019 Plaintiff i.e. Mr. Popat Deoram Khode and Mr. Madhukar Deoram Khode filed withdrawal pursis at Exh.35 on 06/09/2023. On 09/09/2023 in Lok-Adalat as per pursis Exh.35 suit is disposed off as withdrawn.

AND WHEREAS in above Special Civil Suit No.56/2013 compromise was made between the parties and sulehnama was filed in the court at Exh.133 on 05/09/2023 because of busy in other matters court order put up on next date on Exh.133. On 09/09/2023 Plaintiff filed withdrawn pursis at Exh.134 and in Lok-Adalat as per pursis suit is disposed off as withdrawn on 09/09/2023.

AND WHEREAS Mr. Sanjay Vinayak Khanzode filed Appeal No.1350/2013 before Hon' High Court against order below Exh.5 in original Special Civil Suit 56/2013. The said appeal has been transferred to District Court, Nashik. The said appeal is re-registered as Misc. Civil Appeal No.12/2016. As per the matter settled between the parties in Special Civil Suit 56/2013 the said Misc. Civil Appeal is dismissed as withdrawn on 20/09/2023.

AND WHEREAS Mr.Popat Deoram Khode and others executed Confirmation Deed in respect of Development Agreement and Irrevocable Power of Attorney dt.18/08/2005 and Sale Deed dt. dt.01/07/2008 in favor of Mr.Sanjay Vinayak Khanzode on 09/09/2023. The said Deed is duly registered with the sub-registrar, Nashik-06 at Sr.No.7212/2023 on 10/09/2023.

AND WHEREAS the Land Owner Mr. Sanjay Vinayak Khanzode has executed Development Agreement and General Power of Attorney in favour of Promoter on 06/12/2023 and said documents are duly registered with the sub-registrar, Nashik-06 at Sr.No.10029 and 10030 respectively on 08/12/2023. Accordingly M.E.No.22377 was made and certified on 11/01/2024.

AND WHEREAS the said plot property described in first schedule shall be hereinafter referred to as the "*Said Property*" and property more particularly described in second schedule hereinafter referred to as the "*Said Premises*", Builder is referred to as "Promoter" and Purchaser is referred to as "Allottee" for the sake of brevity.

AND WHEREAS as per Development Agreement the Land Owner Mr. Sanjay Vinayak Khanzode has 35% share in constructed premises and Developers i.e. Onyx Constructions, a Partnership Firm has 65% share in constructed premises. Mr. Sanjay Vinayak Khanzode and Developers i.e. Onyx Constructions, a Partnership Firm through its partners Mr. Ehsaan Gulam Ahmed Khatib, Mr. Rehan Latif Memon and Mr. Basit Rafik Bhan decided their shares Flats on approval of the building plan and accordingly executed Confirmation Deed on 10/07/2024 which is registered in the office of Sub-registrar Nashik-5 at Sr.No.9136/2024 on same day.

AND WHERAS the Promoter and Land Owner have executed Confirmation Deed dt.10/07/2024 which is registered in the office of Sub-registrar, Nashik-5 at Sr.No.9136/2024 on same day and as per said confirmation deed the Promoter and the Land Owner have distributed the construction premises between them. As per the said confirmation deed residential premises bearing numbers i.e. Flat No.101 to 104, Flat No.301 to 304, Flat No.501 to 504 of Wing- A, Flat No.101 to 104, Flat No.201 to 204, Flat No.501 to 504 of Wing-B, Flat No.101 to 104, Flat No.301 and 304, Flat No.401 to 404, Flat No.501 to 504 of Wing- C, Flat No.101 to 104, Flat No.201 to 204, Flat No.501 to 504 of Wing- D, Flat No.101 to 104, Flat No.201 to 204, Flat No.301 to 304, Flat No.401 to 404, Flat No.501 to 504 of Wing-E, Flat No.101 to 104, Flat No.201 to 204, Flat No.501 to 504 of Wing- F, Flat No.101 to 104, Flat No.201 to 204, Flat No.301 to 304, Flat No.701 to 704, Flat No.901 to 904, Flat No.1101 to 1104, Flat No.1301 to 1304, Flat No.1401 to 1404 of Wing- G-1, Flat No.101 to 104, Flat No.201 to 204, Flat No.301 to 304, Flat No.401 to 404, Flat No.903 and 904, Flat No.1001 to 1004, Flat No.1101 to 1104, Flat No.1201 to 1204, Flat No.1301 to 1304, Flat No.1401 to 1404 of Wing- G-

2 are of share of Promoter and residential premises bearing numbers i.e. Flat No.201 to 204, Flat No.401 to 404 of Wing- A, Flat No.301 to 304, Flat No.401 to 404 of Wing-B, Flat No.201 to 204, Flat No.302 and 303 of Wing- C, Flat No.301 to 304, Flat No.401 to 404 of Wing- D, Flat No.301 to 304, Flat No.401 to 404 of Wing-F, Flat No.401 to 404, Flat No.501 to 504, Flat No.601 to 604, Flat No.801 to 804, Flat No.1001 to 1004, Flat No.1201 to 1204 of Wing- G-1, Flat No.501 to 504, Flat No.601 to 604, Flat No.701 to 704, Flat No.801 to 804, Flat No.901 and 902 of Wing- G-2 are of share of Land Owner.

AND WHEREAS the Promoter "Onyx Constructions" is a partnership firm and as per Partnership deed dt.24/09/2020 the Promoter Onyx Constructions, Partnership firm is having total eight partners. That Promoter partnership firm has executed Reconstitution of partnership deed on 01/09/2023 and said Reconstitution of partnership deed numbers of partners increased to twelve from eight. Further as per said Reconstitution of partnership deed an authority to sign, execute and to register all agreements and deeds is given to only three partners i.e. Mr. Ehsaan Gulam Ahmed Khatib, Mr. Basit Rafik Bhan and Mr. Rehan Latif Memon.

AND WHEREAS the Promoter and the Allottees are hereinafter collectively referred to as "The Parties", and individually as a "Party"

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender where ever applicable.

AND WHEREAS the Promoter is entitled to develop and dispose of all the said Property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

AND WHEREAS the Promoter is desirous to develop the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof;

AND WHEREAS the Promoter has developing the said property in the name of and style as "Bait-E-Muhammad" Apartment consisting of parking on Ground Floor and 20 each independent residential premises on the upper Five floors of Wing A, Wing B, Wing C, Wing D, Wing E and Wing F and parking on Ground Floor and 56 each independent residential

premises on the upper Fourteen floors of Wing G1 and Wing G2. The "Bait-E-Muhammad" Apartment building has 6 persons lift facility;

AND WHEREAS the building plan is approved and sanctioned by the Nashik Municipal Corporation for the said project on 11/06/2024 vide No. LND/BP/A4/31/2024. The Promoter has constructing the building in the name as "Bait-E-Muhammad" Apartment.

AND WHEREAS as per approved Building Plan building Wing-E and Flat No.401 to 404, 501 to 504 of Wing-C building are reserved for Mhada.

AND WHEREAS Promoter has appointed Mr. Sumit Kumath as the Architect and Milind Rathi as the R.C.C. and Structural Engineer for the project. The Promoter has reserved rights to change aforesaid architect & engineer and appoint another architect & engineer for the said project at any time.

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee all the documents of the title relating to the said property which are more particularly described in First Schedule hereunderwritten. The Allottee having inspected and received all the relevant documents i.e. 7/12 and Mutation Entries for last 30 years, sale deeds, TDR sale deed and other Documents mentioned in above paragraph, NA order, layout, title and search certificate, commencement certificate, approved building plan and other documents in respect of the said property as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and being satisfied about the title of the owner and the rights and authorities of the Promoter of developing the said property and disposal thereof;

AND WHEREAS the Allottee had independently verified the title of the said land, building plan, the specification and amenities provided in the said building and common facilities as detailed by the Promoter and the Allottee is satisfied about the same and after satisfaction the Allottee has agreed to purchase the Apartment/Premises from the Promoter.

AND WHEREAS the Allottee had independently made himself aware about the specification provided by the Promoter in the said Premises/Apartment and Allottee is aware of the limitations, usage policies and maintenance of the installed items, fixture and fittings of the same and have been detailed herein below as Fourth Schedule.

AND WHEREAS by virtue of the above sale deed the Promoter has sole and exclusive right to sell the apartments in the said building to be constructed by the Promoter on the project land and to enter into

agreement/s with the Allottee (s)/s of the apartments to receive the sale consideration in respect thereof;

AND WHEREAS authenticated copy of 7/12 extract of the project land/Plot Property of the Promoter on which the apartments is constructed have been annexed hereto and marked as Annexure-A.

AND WHEREAS the authenticated copy of the commencement certificate issued by the Nashik Municipal Corporation of the project have been annexed hereto and marked as Annexure-B.

AND WHEREAS the authenticated copy of the building plan approved by the Nashik Municipal Corporation of the project have been annexed hereto and marked as Annexure-C.

AND WHEREAS the authenticated copy of the MAHARERA registration certificate have been annexed and marked as Annexure-D.

AND WHEREAS the Promoter has got approval of building plan from the concerned local authority as stated and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREAS while sanctioning the said plan concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said approved plan.

AND WHEREAS the Allottee has offered to the Promoter for allotment of an Apartment/Flat No.501 situated on Fifth Floor in Wing-F situated in the building. (hereinafter referred to as the said "Apartment") in the building called "Bait-E-Muhammad" (hereinafter referred to as the said "Building").

AND WHEREAS the carpet area of the said Apartment is Area 46.39 sq. mtrs., and Open Balcony area 7.32 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 open balcony appurtenant to the said apartment for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said

apartment for the exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Parties relying of the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulation 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, the Promoter has register the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai, on 15/10/2024 no.P51600077618;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written agreement for sale of said apartment with the Allottee, 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Premises/Apartment.

AND WHEREAS, notwithstanding anything stated in any other document/ allotment/ letter/ E-mail/ cost sheet or any other form of communication given or communicated with the Allottee any time prior to this agreement is null and void and this agreement of sale shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said Premises/apartment is agreed to be sold to the Allottee. The same has been explained, agreed and understood by the Allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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

1. The Promoter shall construct the said building consisting of parking on Ground Floor and 20 each independent residential premises on the upper Five floors of Wing A, Wing B, Wing C, Wing D, Wing E and Wing F and parking on Ground Floor and 56 each independent residential premises on the upper Fourteen floors of Wing G1 and Wing G2 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) The Allottee hereby agrees to purchase from the Promoter with the consent of the Land Owner and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No.501, carpet area of Premises admeasuring 46.39 sq.mtrs. and Open balcony area 7.32 sq.mtrs. situated on Fifth Floor in Wing-F in the building (hereinafter referred to as "the Apartment") for the lumpsum consideration of Rs.25,00,000/- (Rupees Twenty Five Lakh only) included being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the third Schedule annexed herewith.
- 1(b) The Promoter has agrees to allot to the Allottee with the consent of the Land Owner covered Car parking admeasuring 11.25 sq. mtrs. having 4.5 mtrs. length x 2.5 mtrs. situated at Ground Floor of the building.
- 1(c-i) The Allottee has willingly paid on or before execution of this agreement a sum of Rs. (Rupees only) to the Promoter as advance payment or part consideration of the said premises as per following manner:

Thus the Promoter has received on or before execution of this agreement a sum of Rs. (Rupees only) from the Allottee as stated above.

- 1(c-ii) The Allotte shall pay balance consideration amount Rs.25,00,000/- (Rupees Twenty Five Lakh only) to the Promoter with the consent of the Land Owners at any cost as per following manner as time is the essence of this agreement:

PAYMENT SCHEDULE

PARTICULARS	RUPEES
On completion of the Plinth of the building (Not exceeding 45% of the total consideration)	
On Completion of Slab including podiums and stills of the building in which the said Apartment is located (Not exceeding 70% of the total consideration)	
On Completion of the walls, internal plaster, floorings doors and windows of the said Apartment (Not exceeding 75% of the total consideration)	
On completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment (Not exceeding 80% of the total consideration)	
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building in which the said Apartment is located (Not exceeding 85% of the total consideration)	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building of the said Apartment is located (Not exceeding 95% of the total consideration)	
Balance amount against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy completion certificate.	

Time is the essence of this agreement. The Allottee has to make above instalments/payments of the consideration of the said Premises on due stages by cheques/Demand draft/RTGS/Online payment drawn/deposited in the name of "ONYX CONSTRUCTIONS" payable at Nashik in Rera Designated Collection Account having Account No.4750185659, in Kotak Mahindra Bank, Dwarka Branch having IFS Code KKBK0001915 situated at Shop No.1 & 2, Shreeji Biz World, Opposite Camel House, Nashik-422011. In addition to the above Bank Account, we have open in the same bank, Rera Designated Separate Bank Account and Rera Designated Transaction Bank Account having Account No.4750185642 and 7869999292 respectively.

- 1(d) GST of this transaction /Agreement shall be borne by the Promoter and the GST rate specified herein are as per the current prevailing rules prescribed by Government. However if any time in future the Government change the GST rates / rules then the Allottee shall bear and pay increased GST.
- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges and taxes payable to the competent authority and/or any other increase in charges and taxes which may be levied or imposed

by the competent authority local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter if there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 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 Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Premises to the Allottee and the

common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 as provided in payment schedule clause 1(c-ii) hereinabove.

3. The Promoter hereby declares that the floor space index available as on date in respect of the project land is 1:1.1+Premium+ Ancillary Premium by the Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee (s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of any instalments, the Promoter shall at his own option, may terminate this agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by registered post AD at the address provided by the Allottee or mail at the e-mail address provided by the Allottee, 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 Allottee 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 Allottee (subject to adjustment and recovery of any agreed liquidated damages of rupees two lakh or any other amount which may be payable to Promoter as per this agreement) within thirty days of the termination, the

instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the apartment as are set out in the Fourth Schedule of the agreement.
6. The Promoter shall complete the construction and shall give possession of the apartment to the Allottee on or before 30/12/2029 subject to receipt of payments/instalments as per this agreement. If the Promoter fails or neglects to give possession of the apartment to the Allottee except on any reasonable justification or reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the apartment with interest at the same rate as may mentioned in the clause 4.1 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 said premises/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.
- 7.1 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/Premises, to the Allottee in terms of this agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment/Premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.
- 7.2 The Allottee shall take possession of the apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said apartment are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Apartment/Premises: Upon receiving a written intimation from the Promoter as per clause 7.1

and 7.2, the Allottee shall take possession of the Apartment/Premises 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 said apartment / premises to Allottee within the time provided in clause 7.1 and 7.2 in case the Allottee fails to take possession the said premises then Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the possession of apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the apartment or the building in which the apartment are situated, 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking their own vehicle. The Allottee is not entitled to park transport /commercial vehicle in the parking area. Further that the Allottee shall not be entitled to park his /her vehicle in the other parking area or spaces which is not allotted for parking of vehicle. The Allottee shall parked his/her/their owned vehicle in the allotted parking area only, if any allotted.
9. The Promoter shall within three months from the date of which fifty-one percent of the total number of Allottees have booked their apartment or receipt of Occupancy Certificate whichever is earlier execute deed of declaration.

The Allottee along with other Allottee(s) of apartments in the building shall join in forming and registering the Declaration of Apartment 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 Declaration of Apartment and for becoming a member, including the bye-laws 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 Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws of Declaration of Apartment as may be required by the competent authority.

- 9.1 The Promoter shall within three months of execution and registration of deed of declaration of apartment on receipt of final completion certificate cause to be transferred to the apartment association by executing deed of declaration of apartment all the right, title and the interest of the Promoter in the structure of the building in which the said apartment is situated.
- 9.2 The Promoter shall within three months of execution and registration of deed of declaration of apartment on receipt of final completion certificate cause to be transferred to the apartment association by executing deed of declaration of apartment all the right, title and the interest of the Promoter in respect of project land on which the building is constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the apartment is ready for use and occupancy, the Allottee 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 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 association is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee agrees that till the other Allottee pays deposit for maintenance, the Allottee shall pay to the Promoter provisional monthly contribution of Rs.1,000/- per month towards the outgoings. The Allottee further agree to pay Rs.2,02,250/- (Rupees Two Lakh Two Thousand Two Hundred Fifty only) towards advance deposit for maintenance. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance /assignment of land and the structure of the building is executed in favour of the Apartment Association or of the said premises until deed of apartment is executed in favour of the Allottee. On such conveyance being executed the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Promoter to the apartment association, as the case may be.
- 9.4 The said maintenance amount shall be handed over without any interest to the Association of Apartment of the Allottee on the said being formed and within 90 (ninety) days after receiving the letter from the apex body of the Association of Apartment along with the resolutions passed in the General body meeting to take over the said amount from the Promoter and deposit it in the nationalised bank where the account of the Association of Apartment has been opened.

After receiving a written request only signed by the Apex body along with the resolution as mentioned above the Promoter/Builder within 90 (ninety) days from the date of this letter will hand over the entire amount collected against deposit/corpus funds by a single cheque to the Association of Apartment of the said project.

10. The Allottee shall contribute and pay following amount to the apartment association details of which under:-
 - i) Share money, application entrance fee of the apartment association.
 - ii) Proportionate share of taxes and other charges/ levies in respect of the apartment association.
 - iii) Deposit towards provisional monthly contribution towards outgoings of apartment association.
 - iv) Deposit towards water, Electric and other utility and services connection charges.
 - v) Share of deposit for transformer, if any require by MSEDCL.
11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows:
 - i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report 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 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 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 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 Allottee 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/Premises which will, in any manner, affect the rights of Allottee under this agreement;
 - viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this agreement;
 - ix) At the time of execution of the conveyance deed of the structure to the association of Allottees the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottees;
 - 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 till the completion certificate received from the competent authority or till the possession handed over to the Allottee, whichever is earlier.
 - 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 except those disclosed in the title report.
12. The Allottee/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 Allottee'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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii) To carry out at their 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 Promoter to the Allottee and take all due care needed including but not limiting to the joints in the tiles in his apartment/Premises are regularly filled with white cement/epoxy to prevent water seepage 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 Allottee committing any act in contravention of the above provision, the Allottee 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 RCC, Pardis or other structural members in the apartment without the prior written permission of the Promoter and/or the society or the Apartment Association. The Allottee shall not close the open terrace and balcony even through fabrication grill or changed colour of elevation of the building.
 - 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 Allottee for any purposes other than for purpose for which it is sold.

- ix) The Allottee 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 Allottee to the Promoter under this agreement are fully paid up.
 - x) The Allottee shall observe and perform all the rules and regulations which the apartment association 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 Allottee shall also observe and perform all the stipulations and conditions lay down by the apartment association 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 Apartment Association, the Allottee 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 apartment association, the Allottee 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.
13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance sums received on account of the share capital for the promotion of the Co-operative Society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
14. 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 Allottee 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 association and until the project land is transferred to the apartment association as hereinbefore mentioned.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this agreement he shall not mortgage or create a charge on the Apartment/Premises 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 who has taken or agreed to take such Apartment/Premises.

16. BINDING EFFECT

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

17. 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.

18. RIGHT TO AMEND

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

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

20. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made thereunder or under other applicable laws, such provision 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 laws, as the case may be and the remaining provision of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Wherever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment Premises & Shop to the total carpet area of all the Apartment Premises & Shop in the project/building.

22. 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.

23. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the promoter and the Allottee, in one months after the agreement is duly executed by the Allottee and the Promoter 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.

24. The Allottee and/or Promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

25. 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:

Promoter Name
ONYX CONSTRUCTIONS, *A Partnership Firm*
Through its Partners

1. Mr. Ehsaan Gulam Ahmed Khatib
 2. Mr. Basit Rafik Bhan
 3. Mr. Rehan Latif Memon
- Add. 1925, Opp. Hotel Kokni Darbar,
Dudh Bazar, Nashik-422001.
(Promoter's Address)
Cell No. 9766868888
Notified Email ID: ehsaankhatib9992@gmail.com

Name Of Allottee

- 1) Mr. Nishar Sajjan Shaikh
- 2) Mrs. Shabnam Nishar Shaikh

Add.: P.NO.L 29 S NO.69/3 SN Park, Near Maddina
lawns, Madina Nagar, Nashik - 422006.
(Allottee's Address)

Cell No. 8600120981 / 7972280535
Notified Email ID: nisshaikh45@gmail.com

It shall be the duty of the Allottee 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 Allottee, as the case may be.

26. JOINT ALLOTTEES

That in case there are joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

27. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this agreement shall be borne by the Promoter.

28. Dispute Resolution:- Any dispute between parties shall be settled amicably. 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, thereunder.

29. GOVERNING LAW

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 agreement.

30. It is further agreed by and between the parties that Promoter shall formed the apartment association of the land and the building as per the provisions of Maharashtra Apartment Ownership Act. The Promoter shall not be liable to pay the maintenance charges for the unsold constructed premises till final conveyance of the said unsold premises. It is further agreed and understood between the Parties that after the formation of the apartment association, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. alongwith all the amenities and facilities in the said Project. The Promoter 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 Premises 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 association apartment shall object to or dispute to any such transaction dealing with the unsold units. The Promoter upon intimating to the apartment association the name or names of the purchasers or acquirer/s of such unsold Premises and amenities, the apartment association shall forthwith accept and admit such Purchasers and acquirer/s as the Premises Purchasers and shareholder/s and/or members of the apartment association, 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.
31. The Promoter shall be entitled to consume any additional TDR, F.S.I., FSI of road, amenities space, or premium granted for whatsoever reason in future in respect to the said property by Nashik Municipal Corporation or Government in other property of the Promoter or in the said building. In case Promoter wants to consume said FSI etc. in the said building then the Promoter shall be entitled to use the ground, staircase, terrace of the building. The Promoter shall take consent of 2/3 out of Allottee for the aforesaid purposes.
32. That the Promoter on receipt of entire amount of the consideration of the said premises agreed herein above along with all other receivables against the said Premises/ Apartment under this

Agreement from the Allottee/Allottees, shall execute a conveyance deed/Apartment deed and convey the title of the said Premises/apartment not later than 3 (Three) months from the date of receiving the completion / occupancy certificate from the Nashik Municipal Corporation.

33. The Promoter is providing amenities/material/plant and equipment in common area/facilities like elevators, CCTV camera with footage recording for common area, power backup, Solar System if any for the common area of the building. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures.
34. The Allottee has to pay additional amount for the additional work, fittings, fixtures and specifications and any other facility which have been done by the Promoter on the Allottee's request.
35. That the parties here to deem to include their respective legal heirs, representatives, successors, agents, official assigns etc.

First Schedule Above Referred to (Description of the Flat Premises)

All that constructed premises bearing **Flat No.501** admeasuring **46.39 sq. mtrs.** Open Balcony Area **7.32 sq.mtrs. carpet** area situated on the **Fifth Floor** in **Wing -F** in the project known in the name and style as "**Bait-E-Muhammad**" Apartment Plus Covered parking admeasuring **11.25 sq.mtrs.** having **4.5 mtrs. Length x 2.5 mtrs.** situated at **Ground Floor** constructed on Survey No.3/1/5/2 to 3/1/8/2 admeasuring 8750 Sq. Mtrs. of **Village Wadala, Taluka and District Nashik.** The said premises is bounded as per approved building plan/ as per following manners:

On or towards	By
East :	Ventilation Shaft, Lobby & Flat No.502 of Wing-F
South :	Lobby, Staircase & Flat No.504 of Wing-F
West :	Marginal Space
North :	Multipurpose Hall

All the said premises together with all common amenities, rights of access, easement etc.

Second Schedule of Agreement for sale-

Second Schedule above Referred to the nature, extent and description of common areas and facilities.

A) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size / area of the common areas provided
i.	Open Space - 1	31/08/2029	31/12/2029	216 SQ.M.
ii.	Open Space - 2	31/08/2029	31/12/2029	347.9 SQ.M.
iii.	Open Space - 3	31/08/2029	31/12/2029	486.54 SQ.M.
iv.	Multipurpose hall	31/08/2029	31/12/2029	111.51 SQ.M.

B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Type of Facilities/ amenities provided	Phase Name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to Society/common organization	Size/area of the facilities/ amenities	FSI Utilized Or free of FSI
i.	FITNESS ARE	1	31/08/2029	31/12/2029	21.68 SQ.M	FREE OF FSI
ii.	DRIVER ROO & SAN BLOCK	1	31/08/2029	31/12/2029	37.57 SQ.M	FREE OF
iii.						

C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities/ amenities provided	Phase Name/ number	Proposed Date of Occupancy Certificate	Proposes Date of hand over to the Society / common organization	Size/area of th facilities/ amenities	FSI Utilized or free of FSI
i.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

D) The size and the location of the facilities/amenities in from of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

	Type of Open Spaces (RG/PG) to be provided	Phase Name/ Number	Size open Spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to common organization
i.	OUTDOOR FITNESS AREA(RG)	PHASE 1 & PROPOSED PHASE 2	60 SQ.M.(AT OPEN SPACE-1)	31/12/2029	31/12/2029
ii.	PARTY LAWN(RG)	PHASE 1 & PROPOSED PHASE 2	13M X 14M. (AT OPEN SPACE-2)	31/12/2029	31/12/2029
iii.	KIDS PLAY AREA(PG)	PHASE 1 & PROPOSED PHASE 2	6M X 12M (AT OPEN SPACE-3)	31/12/2029	31/12/2029
iv.	YOGA LAWN(RG)	PHASE 1 & PROPOSED PHASE 2	6M X 12M (AT OPEN SPACE-3)	31/12/2029	31/12/2029
v.	MULTIPUR POSE HALL(RG)	PHASE 1 & PROPOSED PHASE 2	13.5M X 8.26M.(BESIDE BUILDING 'F')	31/12/2029	31/12/2029

E) Details and specifications of the lifts:

	Type Lift (passenger/service/	Total no. of Lifts provided	Number of passenger or carrying capacity in	Speed (mtr/
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	stretcher/goods/fire evacuation/any other		weight(kg)	sec)
i.	PASSENGER LIFT	1 LIFT/WING	6 PASSENGER/408	1MTR/ SEC

Third Schedule Above Referred to
Description of common areas and restricted areas and facilities

(A) COMMON AREAS and FACILITIES:-

1. RCC Frame work structure of the building.
2. Common passage and common terrace.
3. Drainage and water line work.
4. Electric meter connected to common lights, water meter/connections, boring and pump set etc.
5. Light points outside the building and the staircase/s as well as those in the parking space.
6. Overhead and underground water tank for building with water pump connected to water reservoir.
7. Staircase, Lift/Elevator, lift well, power backup and elevator equipment.
8. Security Systems, and solar system if any and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

The parking spaces at ground floor and on peripheral open area shall be restricted and the Promoter/Builder herein shall have exclusive right to allot the same to the Allottee in the building.

All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, spaces adjoining Premises, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter/Builder shall have exclusive rights to allot sell or transfer, convey the same in part or in full to any buyer of Premises/apartment, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

Forth Schedule Above Referred to
(Amenities & Specifications for the Flat Apartment)

1. Seismic resistance RCC structure.
2. Building External wall 6" thick & internal 4" thick in bricks, sand faced double coat cement plaster externally and baking plaster with putty / gypsum internally.
3. Main door with Europa lock. Bedroom door frames and shutters in plywood with both side laminate. All bedrooms with premium quality Cylindrical locks. Heavy duty Three-track powder coated Aluminium sliding window with mosquito net and safety grill.
4. 24" x 24" size vitrified Tiles flooring in all flats.

5. Building externally painted with maintenance free and pleasant shades or texture paint / Asian / equivalent brand and internally with Asian Tractor Emulsion /equivalent branded paint.
6. Kitchen platform in any colour granite with steel sink.
7. Water cocks fittings of one shower, wall mixture in bathroom and one sink basin and Anti-Skid tiles for bathrooms and utility.
8. Municipal Water Facility and boring water facility.
9. CCTV Camera surveillance.
10. Concealed electric fittings, wiring and good quality switches.
11. All plumbing in concealed with PVC of ISI Mark.
12. NMC drinking water and boring water facility.
13. Compound Walls with secured M.S.Gates for the building.
14. Allotted parking with checkered tiles / trimix flooring / paver block.
15. Lift.
16. Solar for common electricity
17. Green Gym

ANNEXURE – A

7/12 Extract of the project land/Plot Property of the Promoter.

ANNEXURE –B

The authenticated copy of the commencement certificate issued by the Nashik Municipal Corporation of the project land

ANNEXURE – C

The authenticated copy of the building plan approved by the Nashik Municipal Corporation of the project land

ANNEXURE – D

The authenticated copy of the MAHARERA registration certificate of the project land and construction thereon.

In Witness Whereof The Parties Hereto Have Signed Hereunto On This Day, Date And Year First Mentioned Above.

Signed Sealed & Delivered
by the within named Promoter
and GPA of Confirming Party
Onyx Constructions
Through its Partner

1. Mr. Ehsaan Gulam Ahmed Khatib

L.H.T.Impression

Photo

2. Mr. Basit Rafik Bhan

L.H.T.Impression

Photo

3. Mr. Rehan Latif Memon

L.H.T.Impression

Photo

Signed Sealed & Delivered by the
within named Purchaser/Allottee

1.Mr Nishar Sajjan Shaikh

L.H.T.Impression

Photo

2. Mrs.shabnam Nishar Shaikh

L.H.T.Impression

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