

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

Rs. 500

पाँच सौ रुपये

INDIA NON JUDICIAL

MAHARASHTRA

2023

CB 784464

TREASURY OFFICE NASIK

30 OCT 2023

HC ATO



Document is Notarized in  
Subject to assurance by  
Parties to comply with the provisions of  
The Maharashtra Stamp (Amendment)  
Act, 2019 & The Registration Act, 1908.

Zone No.	:	1.3.43
Valuation Rate per Sq. Mtr.	:	Rs. 31,900/-
Govt. Valuation	:	Rs. 19,98,000/-
Consideration	:	Rs. 20,00,000/-
Stamp Duty	:	Rs. 1,20,000/-
Registration Fee	:	Rs. 20,000/-

### Agreement For Sale

THIS AGREEMENT FOR SALE is made & executed on this 2nd day of November in the Christian year Two Thousand Twenty Three, at NASHIK.

**UDAY B. SHINDE**  
ADVOCATE & NOTARY  
A-216, Meghdoot Shopping Centre  
G.B.S. NASHIK





registered in the office of Sub-Registrar, Nashik-1 vide Sr.No. 9062 & 9063 Dtd. 07/07/2001. And And Consenting Party No. 11 to 16 had given their share in the said property to the Vendor / Developer No. 2 for Development by way of Development Agreement, Which was registered in the office of Sub-Registrar, Nashik vide Sr.No. 3791 Dtd. 24/04/1998 and General power of Attorney in favour of Vendor / Developer No. 1, which was registered in the office of Sub-Registrar, Nashik at Sr.No. 3792 Dtd. 24/04/1998.

2] As per the Development Agreement and General Power of Attorney Vendor / Developer have sanction layout plan and converted the land into non agricultural use and developed various plots in the said property.

3] Vendor / Developer purchased TDR area admeasuring 443.23 Sq. Mtr. out of Gut No.478/B from Satpur Village to load that TDR area on the plot No. 35 & 36 out of S.No. 246/10 from Nashik. That TDR document was duly registered in the office of Sub-Registrar, Nashik-5 at serial No.4752/2019 dt.04-06-2019.

4] Out of the said plots,

5] As per the Development Agreement and General Power of Attorney Vendor / Developer decided to develop the plot No. 35 & 36 out of S.No. 246/10 adm. Total Area 1822.47 Sq.Mtrs. out of that 1760.97 Sq.Mtrs. (excluding road widening area adm. 61.50 Sq.Mtrs.) situated at Nashik shiwar Tal. & Dist. Nashik which is more particularly described in the First Schedule hereunder, (herein after referred to as the said Property) and As executive Engineer, Town Planning Department, Nashik Municipal Corporation, Nashik has sanctioned building Plan wide their letter No. LNF/BP/Panch/C-1/107/757 Dtd. 13/05/2017 in which G, H. I. & J Building were sanctioned and as per rules of Corporation development charges were paid. Out of G, H, I & J Building the vendor/developer has constructed Building G wing and get it completed and has got completion certificate from Nashik Municipal Corporation, Nashik wide their Letter No. Na.Ra.Vi./21743/13421 Dtd. 18/01/2018. And now vendor/Developer has to construct Residential building named as "SAGAR SPARSH" Apartment Wing E & F on the said property, The said building plan is sanctioned by Nashik Municipal Corporation, Nashik vide their letter No. LND/ BP/ C-1/ 370/2019 dt.20/06/2019.



B] The following things regarding the title to the said Property-

- (i) Any covenants affecting the said property.(As mentioned in the Development Agreement / Sale Deed) – Not Applicable
- (ii) Any impediments attached to the said property(As mentioned in the Development Agreement / Sale Deed) – Not Applicable
- (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property - Not Applicable



**BETWEEN**

(1) **MR. SAGAR MAHADEORAO BONDE** Age : 61 Years, Occ. : Business (PAN : ABMPB1426G) (2) **MRS. SARITA SAGAR BONDE** Age : 55 Years, Occ. : House-Wife (PAN : BGMPB0463M) Both R/o. Sagar Palace, Savarkar Nagar, Gangapur Road, Nashik. hereinafter referred to as "**THE VENDOR / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors and administrators & successors/assigns thereof) of the **ONE PART**.

**AND**

(1) **MR. GOPINATH RAVJI LAMKHADE**, Age : 48 Yrs, Occupation - Service, (PAN NO. AHBPL8797M) (2) **MRS. KAVITA GOPINATH LAMKHEDE**, Age : 38 Yrs, Occupation - House-Wife, (PAN NO. AVEPL7309J) R/o. Vihan Society, Flat No. B-06, Hanuman Nagar, Panchavati, Nashik - 422003. Hereinafter referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall include his/ her/their heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

**AND**

(1) Smt. Radhabai Sakharam Gosavi, (2) Mr. Dinkar Mahadeo Gosavi (3) Neela Dinkar Gosavi After Marriage Name Mrs. Neela Vishwas Kulkarni, (4) Mr. Anil Dinkar Gosavi, (5) Mrs. Swati Anil Gosavi, (6) Mrs. Shashikala Dinkar Gosavi (7) Smt. Triveni Shridhar Gosavi (8) Mr. Sunil Shridhar Gosavi (9) Mrs. Neeta Sunil Gosavi (10) Mrs. Kalyani Trailokya (Trilok) Deshpande (11) Smt. Suman Prabhakar Gosavi (12) Mr. Vasant Prabhakar Gosavi, (13) Mrs. Sheela Vasant Gosavi, (14) Mr. Jayant Prabhakar Gosavi (15) Mrs. Sharmada Jayant Gosavi (16) Jyotsana Baap Prabhakar Gosavit Through their GPA Holder **MR. SAGAR MAHADEORAO BONDE** Age : 58 Years, Occ. : Business R/o. Sagar Palace, Savarkar Nagar, Gangapur Road, Nashik. hereinafter referred to as "**THE LAND OWNER/ CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors and administrators & successors/assigns thereof) of the **OTHER PART**.

**WHEREAS**

A] 1] Consenting Party is the absolute owner of all that piece and parcel of the land bearing S.No. 246/10 adm. Area 16900 Sq.Mtrs. Consenting Party No. 1 to 6 had given their share in the said property to the Vendor / Developer No. 1 for Development by way of Development Agreement and General Power of Attorney. Which was registered in the office of Sub-Registrar, Nashik-1 vide Sr.No. 9697 & 9698 Dtd. 21/07/2000. And Consenting Party No. 7 to 10 had given their share in the said property to the Vendor / Developer No. 1 for Development by way of Development Agreement and General Power of Attorney. Which was

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of the Apartment including the said balconies is 50.56 Sq. mtrs.  
This explanation is given for better understanding of both parties and also for clarity for calculation of value for stamp purposes.

- (ii) All the Allottees from the said Apartment (who have till this day booked the Apartments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration.

1(b) The Total aggregate consideration amount for the apartment is thus **Rs. 20,00,000/- (In Words Rupees Twenty Lakh Only)**

1(c) The Purchaser has agreed to pay to the promoter the consideration of **Rs. 20,00,000/- (In Words Rupees Twenty Lakh Only)** in respect of the said flat in following manner :-

- (i) 10% of the total consideration amount at the time of booking.
- (ii) 20% of the total consideration amount after execution of the Agreement, start of excavation work.
- (iii) 15% of the total consideration amount at the time of completion of the plinth of the wing.
- (iv) 7% of the total consideration amount at the time of completion of casting of 4th slab.
- (v) 8% of the total consideration amount at the time of completion of casting of 8th slab.
- (vi) 10% of the total consideration amount at the time of completion of the slabs of the wing.
- (vii) 2% of the total consideration amount at the time of completion of brick work & internal plaster.
- (viii) 5% of the total consideration amount at the time of completion of external plaster & external plumbing, elevation, terraces with water proofing of the wing / building.
- (ix) 6% of the total consideration amount at the time of completion of staircases, lifts wells, lobbies up to the floor level of the said apartment, flooring, doors & windows.
- (x) 12% of the total consideration amount at the time of completion of lifts, water pumps, electric fitting, EC requirements, paving of areas, sanitary fittings.
- (xi) 5% of the total consideration amount at the time of hand over the possession of the flat on or after receipt of completion certificate.

**100% Total amount of Rs. 20,00,000/- (In Words Rupees Twenty Lakh Only)**

UDAY B. SHINDE



Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

U) 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.

V) 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 Apartment.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. P51600022461 Dtd. 24/09/2019; authenticated copy is attached in Annexure 'F';

**NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -**

1. The Promoter shall construct the said building consisting of Parking on Ground floor + Upper Seven floors in the "SAGAR SPARSH" Apartment E & F Wing 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 the Government authorities or due to change in law.

1 (a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. E-503 of total carpet area admeasuring 50.56 Sq.mtrs. on Fifth floor in the building / wing No E (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure-C-1 for the consideration of Rs. 20,00,000/- (In Words Rupees Twenty Lakh Only) including 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 Second Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

The Promoter has utilized FSI / paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is 10.88 Sq. mtrs. and total carpet area

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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 received by the Promoter or the Allottee, as the case may be.

**28. JOINT ALLOTTEE**

That in case there are Joint Allottees 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 properly served on all the Allottees.

**29. Stamp Duty and Registration** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**30. Dispute Resolution -**

Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

**33. 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.

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.

**FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel **Plot No. 35 & 36** Total Area admeasuring 1822.47 Sq.Mtr. out of that 1760.97 Sq.Mtrs. (excluding road widening area adm. 61.50 Sq.Mtrs.) out of that 1360.97 Sq.Mtrs. out of **S.No. 246/10** situated at **Nashik** within the limit of Nashik Municipal Corporation, Nashik bounded as follows :-

On or Towards East	:	S.No. 246/9B
On or Towards West	:	S.No. 246/9A
On or Towards South	:	Colony Road
On or Towards North	:	S.No. 246/4 & 5

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The following amounts are received on and before the date of this agreement and balance amounts of payment shall be payable by purchaser as per the above payment schedule.

2,35,000/- In Words Rupees Two Lakh Thirty Five Thousand Only received by Cheque No. 000063 Dtd. 03/11/2023 Drawn on HDFC Bank Ltd., Dindori Road, Nashik Branch.

**2,35,000/- Total (In Words Rupees Two Lakh Thirty Five Thousand Only)**

The vendor has acknowledged the receipt of the same subject to clearance of all cheques.

- (1d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST / Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- (1e) 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 three percent. 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.
- (1f) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the 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/her payments in any manner.
- 2(1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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 certificate in respect of the Apartment.







### SECOND SCHEDULE

Description of the said Apartment agreed to be sale by this Agreement.

Apartment / Flat No E-503 admeasuring carpet area about 39.68 Sq. Mtrs., Carpet Area & Sit out / Balcony / utility / covered area 10.88 Sq. Mtr. Total usable Carpet area 50.56 Sq.Mtrs. which is shown on the building plan which is annexure herewith situated on **Fifth Floor** in Building known as "SAGAR SPARSH APARTMENT E & F WING" together with the absolute and exclusive right to use, utilise and enjoy the said premise is bounded as follows :-

On or Towards East	:	Flat No. E-504
On or Towards West	:	Marginal Space & S.No. 246/9A
On or Towards South	:	Flat No. E-502 & Lift
On or Towards North	:	Marginal Space & S.No. 246/4

### THIRD SCHEDULE

#### AMENITIES PROVIDED IN THE FLAT

- [1] RCC framed structure.
- [2] External walls brickwork 6" thick and internal 4" thick.
- [3] POP finish plaster from inside & sand face plaster from outside.
- [4] Branded vitrified tiles flooring in hall, Kitchen, dining & common passages of flat & in all bedrooms.
- [5] Branded tiles in bathrooms up to ceiling & granite door frames.
- [6] Granite kitchen platform with tiles up to ceiling & stainless steel sink.
- [7] Branded sanitary ware & sanitary fixtures.

