

Mrs. VIDYULLATA K. TATED
M.Com., LL.B.
Advocate
Office No. 907, Business Centre,
Above SBI Bank, Govind Nagar, Nashik-422 009

9
2022
2028

P
पान अदम्ये

(m)

340/2058

पावती

Original/Duplicate

Tuesday, February 27, 2024

नोंदणी क्रं. :39म

7:27 PM

Regn.:39M

पावती क्रं.: 2613 दिनांक: 27/02/2024

गावाचे नाव: अंबड (खुर्द)

दस्तऐवजाचा अनुक्रमांक: नसन3-2058-2024

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: प्रतिक वसंत माने

नोंदणी फी

रु. 24820.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण:

रु. 25820.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे

7:47 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

बाजार मुल्य: रु.2066000 /-

मोबदला रु.2481552/-

भरलेले मुद्रांक शुल्क : रु. 149000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224274416395 दिनांक: 27/02/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.24820/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016315510202324E दिनांक: 27/02/2024

बँकेचे नाव व पत्ता:

मुळ दस्त परत केला
व सही घेतली.



27/02/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्त क्रमांक : 2058/2024

नोंदणी :

Regn:63m

m

गावाचे नाव : अंबड (खुर्द)

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	2481552
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2066000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे अंबड खुर्द यांसी गट नं 222/अ/1 पैकी प्लॉट नं 28 यांसी क्षेत्र 480.00 चौ मी. मिळकतीवरील कल्पतरू हार्ड्टस या इमारतीतील पाचव्या मजल्यावरील फ्लॅट नं 502 यांसी कार्पेट क्षेत्र 37.57 चौ. मी. एरिया ऑफ अटॅचड बाल्कनी 11.16 चौ. मी. हि मिळकत((GAT NUMBER : 222/अ/1 पैकी ; Plot Number : 28 ;))
(5) क्षेत्रफळ	1) 37.57 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार अतुल सुधाकर अडावदकर व सुधाकर केशव सोनार हे स्वतःकरिता व इतर तर्फे वि.मु. वय:-67; पत्ता:-प्लॉट नं: फ्लॅट न 4 , माळा नं:- , इमारतीचे नाव: विशाखा अपार्टमेंट , ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक , रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422005 पॅन नं:-AAKFD3145R 2): नाव:-द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार ऐश्वर्या चंद्रकांत वाघ तर्फे वि.मु. चंद्रकांत डवळू वाघ वय:-60; पत्ता:-प्लॉट नं: फ्लॅट न 4 , माळा नं:- , इमारतीचे नाव: विशाखा अपार्टमेंट, ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक , रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422005 पॅन नं:-AAKFD3145R
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रतिक वसंत माने वय:-29; पत्ता:-प्लॉट नं: 144,, माळा नं: -, इमारतीचे नाव: केवल पार्क , , ब्लॉक नं: , चुंचाळे शिवार अंबड खुर्द , नाशिक , रोड नं: अंबड लिंक रोड , , . पिन कोड:-422010 पॅन नं:-DFWPM5795E 2): नाव:-कांचन प्रतिक माने वय:-26; पत्ता:-प्लॉट नं: 144, माळा नं: -, इमारतीचे नाव: केवल पार्क , , ब्लॉक नं: चुंचाळे शिवार अंबड खुर्द , नाशिक , रोड नं: अंबड लिंक रोड , महाराष्ट्र, णास्:ईक्र. पिन कोड:-422010 पॅन नं:-BXOPG3668Q
(9) दस्तऐवज करून दिल्याचा दिनांक	27/02/2024
(10) दस्त नोंदणी केल्याचा दिनांक	27/02/2024
(11) अनुक्रमांक, खंड व पृष्ठ	2058/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	149000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	24820
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



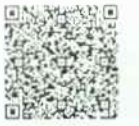
सुची क्र.11

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नक्कलसह. दुय्यम निबंधक वर्ग-२
नाशिक-३,



CHALLAN
MTR Form Number-6



GRN	MH016315510202324E	BARCODE			Date	27/02/2024-14:56:20	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)	DFWPM5795E					
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR			Full Name	PRATIK VASANT MANE AND 1 OTHER					
Location	NASHIK			Flat/Block No.	GAT NO. 222/A/1, PLOT NO.28					
Year	2023-2024 One Time			Premises/Building						
Account Head Details		Amount In Rs.		Road/Street	KALPATARU HEIGHTS, FLAT NO. 502					
0030046401	Stamp Duty	149000.00		Area/Locality	NASHIK					
0030063301	Registration Fee	24820.00		Town/City/District						
				PIN	4	2	2	0	0	9
				Remarks (If Any)	PAN2=AAKFD3145R~SecondPartyName=DWARKESH CONSTRUCTIONS PARTNERSHIP FIRM-					
				Amount In	One Lakh Seventy Three Thousand Eight Hundred Twen					
				Words	ty Rupees Only					
Total	1,73,820.00									
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	00040572024022751206	IK0CQTBVR4			
Cheque/DD No.				Bank Date	RBI Date	27/02/2024-14:24:58	Not Verified with RBI			
Name of Bank				Bank-Branch	STATE BANK OF INDIA					
Name of Branch				Scroll No. . Date	Not Verified with Scroll					

Department ID :

Mobile No. : 8390825223

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.

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Section no. 4.2

Rate As per Ready Reknor : 36,700/- Per Sq. mtrs. for Flats for Flats 5%

Increase Rate 38,535/-Per Sq. mtrs

Market Valuation Rs. : 20,66,000/-

Consideration Rs. : 24,81,552/-

Stamp Rs. : 1,49,000/-

Registration Fees : 24,820/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 27th DAY OF FEBRUARY IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY FOUR.

BETWEEN

1. **DWARKESH CONSTRUCTIONS**

A Partnership Firm

Having its office at - Flat no.4, Vishakha Apartment, Opposite to Vasant Market, Canada Corner, Nashik-422005

Pan - AAKFD 3145 R

Through It's Partners

A. **SHRI. ATUL SUDHAKAR ADAVADKAR**

Age :- 37, Occ. :- Business

B. **SHRI. SUDHAKAR KESHAV SONAR**

Age :- 67, Occ. :- Business

C. **AISHWARYA CHANDRAKANT WAGH**

Age :- 32 Occ. :- Business

Hereinafter called as "PROMOTER," (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter, Builder and the Developer and/or all person/s claiming under or through the said PROMOTER, and their present and future partners, legal heirs, representatives and assigns); PARTY OF THE FIRST PART,

AND

1. **MR. PRATIK VASANT MANE**

Age:- 29 Years, Occ. : Service

Pan No – DFWPM 5795 E

Aadhar No - 3427 7368 9903

Email- mpratik083@gmail.com

2. **MRS. KANCHAN PRATIK MANE**

Age:- 26, Years, Occ. :- Housewife

Pan No – BXOPG 3668 Q

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Aadhar No -7866 8622 1980

Email- mpratikmane0830@gmail.com

Both R/at :- 144, Kewal Park, Ambad link road, Chunchale Shiwar,
Ambad Khurd, Nashik - 422010.

Hereinafter referred to as "**THE ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) **PARTY OF THE SECOND PART.**

AND WHEREAS the Party of the First part , the owners are absolutely entitled to and / or seized and possessed of free from all encumbrances whatsoever buildable land properties out of **Gat.No. 222/A/1 out of which Plot No. 28 area admeasuring 480.00 sq. mtrs. lying and being at Ambad Khurd** within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, .Thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS the party of the first part had purchased the project land from Jagdish Pandurang Dhamane by Registered Sale Deed on 30/12/2014. The said Sale Deed was Registered at Sr. No- 4409 in the Sub-Registrar Office, Nashik - 6 .The Name of the First part had been mutated to record of rights vide M. E. No. 12737

AND WHEREAS the said property is converted for nonagricultural use vide order no. RB/Desk-III/LNA/SR/92/81, Nashik, dated 23/03/1981., from Collector of Nashik. The said Layout was approved by Nashik Municipal Corporation vide their letter no. RP/Ambad Khurud /475 dated 06/02/ 81. As per the said approved layout separate 7/12 extract are prepared vide M. E. No. 1210

AND WHEREAS Promoter had purchased T.D.R of 468.43 Sq. mtrs from D R. C No. 1011 from Anand Kashinath Sabale by registered Sale Deed. The said Sale Deed was registered at Sr. No. 469 dated 14/01/2022 in Sub - registrar Office Nashik - 7.

AND WHEREAS the Aishwarya Chandrakant Wagh have agreed to admit & have admitted as a Partner of Dwarkesh Constructions. Threafter Deed of Admission had been executed between Shri. Atul Sudhakar Adavadar , Shri. Sudhakar Keshav Sonar & Aishwarya Chandrakant Wagh on 07/02/ 2022. Hence Aishwarya Chandrakant Wagh had signed & executed said

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document in her Personal Capacity & also as a Partner of Dwarkesh Constructions.

AND WHEREAS the party of the first part had prepared building plan for Plot no. 28 which was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND /BP / B2/543 /2022 dated 02/02/2022 and said building plan was revised & was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND/BP/B2/257/2022 dated- 01/11/2022.

AND WHEREAS the Party of the First Party represented that based on the Sale Deeds, the Party of the First Party , has become an absolute Owner of the said landed properties and their names are recorded in the record of rights of the said Project Lands as absolute Owners, and the said Owners have clean and clear marketable to the said Project Lands which are free from all encumbrances and reasonable doubts;

AND WHEREAS by virtue of the above said documents, the Party of the First Part, the Promoter, herein, is entitled to implement the Scheme of construction on the said Project Lands and to deal with it as per the terms and conditions of the said documents;

AND WHEREAS the said Promoter, pursuant to the right, title and interest conferred upon it by the afore said documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements/ Flats/Units , etc., to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Sale Deeds, etc., in favour of the intending Allottee/s;

AND WHEREAS the Promoter would be developing the aforesaid Project Lands , by constructing building which shall have common amenities for entire property. The Promoter would be constructing a building of a number of floors comprising of a number of Apartments/Units on the said Project Lands in the housing complex named as “ **KALPATARU HEIGHTS** ” ;by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index (“FAR/FSI”) to the extent permissible under standard Building Bye-Laws and Development Control Regulations (“DC REGULATIONS);

AND WHEREAS the Promoter would be constructing a building in the said project named “ **KALPATARU HEIGHTS** ” which is sactioned by Nashik Municipal Corporation under construction having Basement +Ground + 7 floors , which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as “ the Project Land ”) and to construct thereon building/s . As per said building plan Buildings contaning 21 Flats & 2 Shops



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AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land;

AND WHEREAS the authenticated copies of the Building Plan approved by Nashik Municipal Corporation have been annexed hereto and marked as Annexure 'C-1';

AND WHEREAS having come to know about the commencement of construction of the said proposed building/s, the Allottee/s/ Purchaser/s approached the Promoter herein, with a view to purchase one of the Apartments /Units out of the proposed buildings;

AND WHEREAS the Allottee/s/ Purchaser/s demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s of all the documents of title of the said Project lands, the aforesaid Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, N. A. order, plans, designs and specifications, etc., prepared by the Promoter Architects and all such other requisite documents as are specified under the Real Estate (Regulation and Development), Act, 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project lands and no document is, remained to be provided with, by the Promoter unto the Allottee/s herein;

AND WHEREAS the copies of certificate of title shall be issued by SAU VIDYULLATA .K .TATED, ADVOCATE of the Promoter, copies of the property card of extract of Village Forms-VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said Project lands on which Apartments// Units, etc., are constructed or are to be constructed and the copies of the plans and specifications of the Apartments// Units, agreed to be purchased by the Allottee/s Unit Purchaser/s and approved by the concerned local authority / authorities, are annexed hereto as Annexures -A and B respectively;

AND WHEREAS the Allottee is offered an Apartment bearing **Flat No.502 on the Fifth floor**, (herein after referred to as the said "Apartment") the building called "**KALPATARU HEIGHTS**" herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;



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AND WHEREAS the Promoter has appointed namely Mr.Ravi Amrutkar as Structural Engineer , for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the Sale Deed, the Promoter has sole and exclusive right to sell the Apartments in the said building/s 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 on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Engineer & Structural Engineer namely Ravi Amrutkar and of such other documents 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project land on which the Apartment is constructed or is to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS as mentioned above the Promoter is proposing development of a project " **KALPATARU HEIGHTS** " comprising of one building;

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government 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 upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Flat No.502 on the Fifth floor** in building being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment in square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or

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verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations 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 prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. 91,552/- (Rupees In word Ninety One Thousand Five Hundred Fifty Two only)** being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s, (as advance payment or Application Fee) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Real Estate Regulatory Authority, at **Maha Rera Registration no.P51600034757 dated 28/04/2022**; authenticated copy is attached in Annexure 'F';

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;

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

1. The Promoter shall construct a building consisting of Basement + Ground + 7 upper floors consisting 21 Flats & 2 Shops on the said property according to the plans, designs, approved by the concerned Local Authority and the specifications annexed hereto with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned Local Authority or the Government and the Allottee has given his irrevocable consent to such variations and modifications, and it shall be treated and considered as consent by the Allottee in writing.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely

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affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee

- (i) **Apartment Flat No. 502**
- (ii) **On Fifth floor**
- (iii) **Rera Carpet area of Flat admeasuring 37.57 sq. meters.**
- (iv) **Area of balcony attached to Flat admeasuring 11.16 sq.mtrs.**

(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for a lump sum consideration of **Rs.24,81,552/- (Rupees In word Twenty Four Lakh Eighty One Thousand Five Hundred Fifty Two 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 common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The said Payment of Consideration amount have been taken in the name of Dwarkesh Constructions Partnership Firm.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs. 91,552/- (Rupees In word Ninety One Thousand Five Hundred Fifty Two only)** as under

Amount	Particulars
1. 50,000/-	(In words Rupees Fifty Thousand only) paid by cheque no. 000004 dated 20/01/2024 drawn on HDFC Bank ,Koregaon Park Pune Branch.
2. 41,552/-	(In words Rupees Fourty One Thousand Five Hundred Fifty Two only) tranfered by NEFT vide Ref no. T2402161613259730158784 dated 16/02/2024 from HDFC Bank.
Total Rs. 91,552/-	(Rupees In word Ninety One Thousand Five Hundred Fifty Two only)

and hereby agrees to pay to the Promoter in following manner;

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1.(C) PAYMENT PLAN

	Amount Rupees
On or Before execution of this agreement	10.00%
On completion of the Plinth of the building	35.00%
On Completion of 2 nd floor Slab	8.00%
On Completion of 4 th floor Slab	8.00%
On Completion of 6 th floor Slab	8.00%
On Completion of Terrace Slab	9.00%
On Completion of walls of the said flat / shop	6.00%
On Completion of Plaster of the said flat / shop	6.00%
On completion of floorings of the said flat / shop	5.00%
At the time of handing over of the possession of the flat / shop to the allottee on or after receipt of completion certificate, whichever is earlier	5.00%
Grand Total	100.00%

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

The above said payment Plan is an essence of the contract. The Promoter shall make the payment of GST as applicable.

1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of GST 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) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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 that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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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 @ 11 %.

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 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 the 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/them 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/her/their payments in any manner.

1 (i) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties etc, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimbursed) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax

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as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he/she/they pay/s such amount of service tax.

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/Unit.

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 said Apartment 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/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is area admeasuring 480.00 sq. mtrs. total FSI available for construction is 1782.57 sq. mtrs out of which the promoter utilized 1782.57 sq. mtrs. The Balance FSI of 00 sq. mtrs, will be utilized by the promoter in future and shall belong to the promoter only.

3.2 Not with standing anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that

(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) In the said Project, services such as underground water tank, Septic Tank and MSEDCL Transformer, are common for the said building.

(c) A Apartment Condominium shall be formed.

(d) the conveyance of the said Project Land together with the building/s constructed thereon, shall be executed by the Promoter and the Owners only in favour of Apartment Holders;

(e) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project

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land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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 any default of payment of instalments, the Promoter at its /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/by hand at the address provided by the allottee/ by mail at the e-mail address provided by the Allottee, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the 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 after deduction of 10% of the sale consideration of the Apartment as liquidated damages, excluding the amount of GST paid to the Government, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid, the Allottee shall not be entitled to claim/demand any interest and/or compensation from the Promoter. The Promoter is not at all liable to refund any amount paid to the Government for and on behalf of the Allottee under what so ever head.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

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5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lift to be provided by the Promoter in the said building and the Apartment are as set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before **30/06/2025** If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its/ his control and of its/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 / it ,in respect of the said 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 Apartment is to be situated is delayed on account of –

- i. War, civil commotion or act of God; & force majeure.
- ii. Any notice, order, rule notification of the Government and/or other public or competent authority/court.
- iii. The Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. Any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. Non-availability of steel, cement or any other building materials, water or electric supply,
- vi. Any delay on the part of the Office of the Collector, or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. Any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from 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

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maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

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 is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment is ready for use.

7.4 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction with good quality light weight blocks . Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the 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 or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

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The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for flats and commercial for shops. He/She/It shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments shall join in forming and registering the Association of Apartments to be known by " **KALPATARU HEIGHTS** " or some such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the APARTMENT CONDOMINIUM and for becoming a member, shall duly fill in, sign and return the requisite papers to the Promoter within seven days from the date of receipt of such papers 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 such papers, as may be required by the concerned Competent Authority.

9.1 (a) As mentioned herein above, an Association of Apartments shall be formed and registered for building of the said Project land. The Promoter shall submit the application to the Registrar for registration of the said Association of Apartments within three months on receipt of the Occupancy Certificate from the concerned Competent Authority.

(b) The Promoter shall execute Deeds of Apartments in respect of the entire undivided or inseparable land underneath building in the said Project Land comprised in " **KALPATARU HEIGHTS** ", in favour of respective Apartment Holders; on or before **30/06/2025**. Subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any.

Provided further that, in such case, the Promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(c) Under no circumstances, the Allottees or the organization of the Allottees, shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s/ organization of Allottees.

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(d) All expenses relating to such Deed of Apartments such as stamp duty, registration fees, LBT, and other incidentals shall be borne and paid exclusively by the Allottee.

9.2 (a) 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/s namely, local taxes, betterment charges or such other levies by the concerned local authority and/ or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Condominium or Limited Company etc, is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

9.3 Common Maintenance for the building is **Rs.1000 /-p.m for per Flat of 2 BHK & Rs.800 /-p.m for Per Flat of 1 BHK** for 24 (Twenty Four) months payable by the Allottee to the Promoter.

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till 2 (Two) year from registration of Apartment Condominium. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Apartment Condominium of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

(a) The maintenance amount / outgoing charges mentioned above, shall include only following items:

- i) Maintenance contracts of lifts, Battery Back - up , water pumps.
 - ii) Running cost of all the equipments and instruments above (except the cost of electricity supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottees in the concerned building)
 - iii) Common electricity bills for common area of buildings and common areas .
 - iv) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses ,if any.
 - v) Non agricultural taxes and any other similar taxes
 - vi) Elevator repairs & maintenance contracts along with lift inspection charges.
- (b) It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and



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the Allottee either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

- i) Repairs of the building for leakages, seepage to the property or any part thereof
- (c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the said project. The Promoter shall cause maintenance of the said project till handing over responsibility of the same to the Apartment Condominium.
- (d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.
- (e) It is also clearly understood that this shall not preclude the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
- (f) The Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.
- (g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Condominium of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Apartment Condominium as the case may be.
- (h) The entire operations and maintenance of the building/s and or the common amenities is being carried out either by the Promoter or the Apartment Condominium, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee, shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

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(i) All documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Allottee/ Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(j) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and the Rules and Regulations.

(k) The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ project “ **KALPATARU HEIGHTS** ” from the Nashik Municipal Corporation. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

10. The Allottee shall paid the following amounts of expenses to the promoter:-

(i) Rs. /- for formation and registration of the Apartment Condominium,

It is agreed by the Allottee that if the above amount would become insufficient, then the Allottee agrees to pay further and additional amount, if any to the Promoter.

11. The Allottee shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Apartment Condominium, and for preparing its rules and regulations .

12. At the time of registration of Deed of Apartments, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable.

13. 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 annexed to this agreement 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 land. There are no litigations pending before any Court of law with respect to the project land.

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iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. 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;

v. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

vii. 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;

viii. 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;

ix. 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.

14. The Allottee/s himself/herself /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, lift, common

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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 his/her/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 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 Apartments Association or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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.

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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 and the prior written permission of the Promoter is obtained.

x. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 laid down by the Apartment Condominium 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.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Holders, 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.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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/her/them 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 Holders, as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

(a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 who has agreed to purchase such Apartment.

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(b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

(c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

(d) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

(e) However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

18. PURCHASER'S/ALLOTTEE'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

It is hereby declared that the sanctioned building plan and the floor space index (FSI) at Annexure-C-2 as on date and proposed FSI and proposed alterations in the " KALPATARU HEIGHTS " as well as Project land have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the sanctioned plan, title and permissions etc., The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project land as well as the plans of the building .

(b) The Promoter herein had also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own independent Advocate.

(c) As required by the Allottee, the Promoter herein has given all information and all the requisite documents pertaining to the Project Land and the Project to the Allottee herein and the Allottee/s has/have personally as well as through independent Advocate acquainted and got ascertained with all the facts as to the marketable title of the Promoter in all respects and after thorough investigation and such satisfaction and acceptance of title, concluded the contract and has entered into this agreement.

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(d) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name “ **KALPATARU HEIGHTS** ” on the said Project Land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills, etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(e) The Allottee herein declares that in “ **KALPATARU HEIGHTS** ” project, the Promoter herein is providing amenities and common facilities in the project and it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the “ **KALPATARU HEIGHTS** ” Apartment Condominium” shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,

(f) All documentary formalities as may be prescribed by the concerned authorities under the provisions of the concerned Laws, Rules and Regulations, applicable to the Scheme, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continue/s to observe, comply with and follow all directions issued by them.

(g) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws, Rules and Regulations.

(h) Till execution of the Deed of Apartments/Conveyances, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the Project “ **KALPATARU HEIGHTS** ” before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, State /Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be

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binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee, by this document itself.

19. It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

20. 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 receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar 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 concerned 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.

21. ENTIRE AGREEMENT :-

This Agreement, along with its schedules and annexures, constitute 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/ building, as the case may be.

22. RIGHT TO AMEND

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

This is a model draft which can be changed depending upon the mutual actual terms and conditions those would be decided by and between the parties.

23. 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

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of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

25. FURTHER ASSURANCES

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.

26. RESERVATIONS:

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment Allottee/Purchaser and the same shall belong exclusively to such Apartment Allottee/Purchaser, and the such Apartment Allottee/Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment Allottees/Purchasers in the building or scheme.

The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her/ their irrevocable consent for such grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in

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respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies et cetera, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space, et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted an irrevocable consent.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Allottee /Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person/third party unless the entire payment under this agreement till then is received by the Promoter and the terms and conditions of this document are performed. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

27. 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 agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, it shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

28. 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.



29. 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 at their respective addresses specified below:

Name of Allottee - 1. MR. PRATIK VASANT MANE

2. MRS. KANCHAN PRATIK MANE

(Allottee's Address) - Both R/at :- 144, Kewal Park, Ambad link road,
Chunchale Shiwar, Ambad Khurd, Nashik - 422010.

Notified Email ID: Email -mpratik083@gmail.com

**Name of Promoter - 1. DWARKESH CONSTRUCTIONS,
A PARTNERSHIP FIRM**

Through It's Partners

A. SHRI. ATUL SUDHAKAR ADAVADKAR

B. SHRI. SUDHAKAR KESHAV SONAR

C. AISHWARYA CHANDRAKANT WAGH

Notified Email ID : dwarkesh.constr@gmail.com

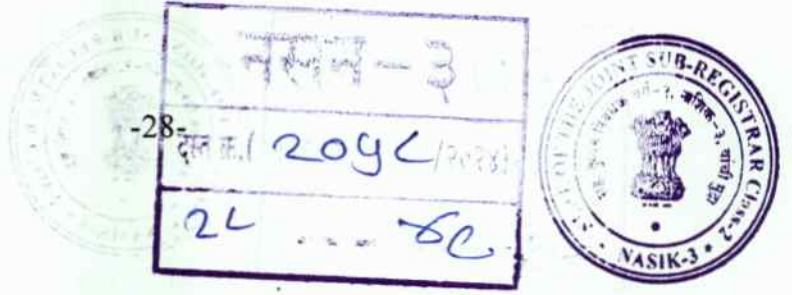
It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES

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.

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. Stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958, Schedule-1, Article 25 (d). The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee.

32. CONSENT:-



That the Owners/Consenting Parties herein have given their irrevocable consent to this document . No separate consent is required. That the Allottee has given his/her/their irrevocable consent to revise the Building Plan without affecting the area under this document.

33. **Dispute Resolution:** - Any dispute between parties shall be settled amicably. In case of failure to settle 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.

34. **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 courts will have the jurisdiction for this Agreement

Note (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said Apartment. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.

SCHEDULE- A

(THE SAID PROPERTY REFERRED TO ABOVE)

All that piece and parcel of the land bearing **Gat.No. 222/A/1 out of which Plot No. 28 area admeasuring 480.00 sq. mtrs. lying and being at Ambad Khurd** , within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, which property is bounded as shown below:-

On or towards East	:	Plot No. 29
On or towards West	:	Plot No. 27
On or towards South	:	Plot no.33 &34 Paiki area
On or towards North	:	80 fts Colony Road

SCHEDULE- B

(OF THE SAID PREMISES REFERRED TO ABOVE)

The premises of **Flat No. 502 in " KALPATARU HEIGHTS "** on the **Fifth floor in " KALPATARU HEIGHTS "** having **Rera Carpet area of Flat admeasuring 37.57 sq. meters area of balcony attached to Flat admeasuring 11.16 sq. mtrs.** approximately which is bounded as shown below:-



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- On or towards East : By Lobby, Lift, Flat no. 503 and Flat no. 501
On or towards West : By Marginal Space
On or towards South : By Flat no. 501
On or towards North : By Flat no. 503

(NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES)

TERRACE, ENTRANCE GATE, UGWT, CHAMBER, LINES & SEPTIC TANK ETC.

(A) SPECIFICATIONS AND COMMON AMENITIES FOR THE APARTMENT

1. STRUCTURE:-

- RCC frame structure

2. INTERNAL/EXTERNAL:

- Brickwork-external 6" & 4" Burnt Bricks/flyash Bricks
- Internal Plaster with Gypsum Finish
- Internal wall finish with OBD paint
- Double coat external plaster.
- External plaster painted with acrylic paint
- Lift with battery back-up.

3. FLOORING:-

- Vitrified tiles 2 x 2 flooring in all rooms.

4. KITCHEN:-

- Granite kitchen platform with stainless steel sink.
- Glazed Ceramics tiles up to 4' on kitchen platform.
- Aqua guard point, power point for refrigerator.

5. ELECTRIFICATION:-

- Conceal wiring with adequate electrical points along with Normal switches.

6. DOORS AND WINDOWS:-

- Decorative laminated main door with attractive fittings.
- Night latch with number plate on main door.
- All door flush door only
- Three track aluminium windows with plain glass

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7. BATHROOM/TOILET:-

- Toilet will be provided with Concrete/Granites door frames.
- Minimum 3' Height glazed tiles with anti skid ceramic flooring.
- Open / Conseal plumbing work .
- Provision for stop cock.
- Provision for washing machine
- WC & wash basin

8. Parking :-

- Reserve Parking will be provided in front of Shop for Shop Holder
- Allotted Parking no.4 at basement will be provided to the Allottee.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands and set their seals on the day, month and year hereinabove mentioned.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED THE PROMOTER, BUILDER**

**1. DWARKESH CONSTRUCTIONS ,
A PARTNERSHIP FIRM**

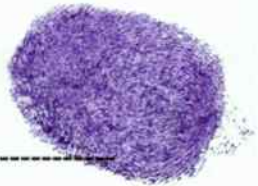
Through It's Partners



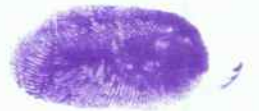
A. SHRI. ATUL SUDHAKAR ADAVADKAR

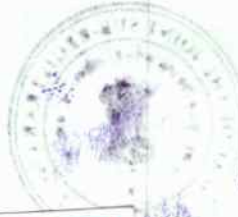


B. SHRI. SUDHAKAR KESHAV SONAR



**C. AISHWARYA CHANDRAKANT WAGH
PROMOTER**





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SIGNED SEALED & DELIVERED BY
THE WITHIN NAMED ALLOTTEE

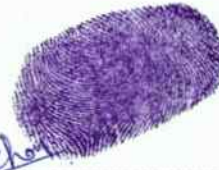
1. MR. PRATIK VASANT MANE

Pratik Mane



2. MRS. KANCHAN PRATIK MANE
ALLOTTEE

Kanchan



IN THE PRESENCE OF

WITNESSES

1. *Shavari*

2.

सौ. प्रतिभा सुनिल चव्हाण

Pratima Sunil Chavan

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SCHEDULE ' C'

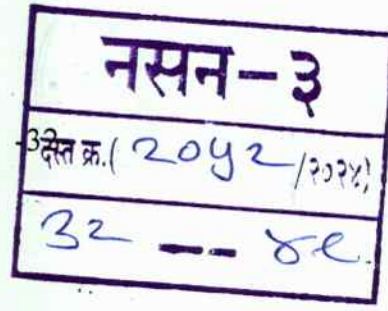
FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

Mrs. Tated Vidyullata K. ADVOCATE,
907, Business Centre, Govind Nagar, Nashik
CERTIFICATE,

I have investigated the title of property described in SCHEDULE- A , given above. I also caused the search to have been taken in respect of the said Property. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Promoter, granted by Nashik Municipal Corporation, Nashik - 422002

On perusal of relevant documents and information, I am of the opinion that the buildable landed properties. All that piece and parcel of the land bearing **Gat.No. 222/A/1 out of which Plot No. 28 area admeasuring 480.00 sq. mtrs. lying and being at Ambad Khurd** within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, owned by " **KALPATARU HEIGHTS** " mentioned in **FIRST SCHEDULE** are free and marketable.



On the strength of the Sale Deed the Promoter therefore, is authorized, empowered, entitled to develop the said Property by constructing a building thereon, comprising of independent residential / commercial blocks, commonly referred to as the "ownership scheme", and to sell and/or otherwise dispose the same to any intending purchaser/s.

(V.K.Tated),
ADVOCATE,

0-0-0-0-0

ANNEXURE -B

(Authenticated copies of extracts Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project-1 land).

ANNEXURE -C-1

(Authenticated copies of commencement certificate / building permission)

ANNEXURE - C-2

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

ANNEXURE - C-3

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

ANNEXURE -D

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

ANNEXURE- E

The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Apartment

SPECIFICATIONS

ANNEXURE -F

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

I say received. The Promoter/s.

CONSENT LETTER BY THE ALLOTTEES

We, the Allottees herein, do hereby accord our irrevocable consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Project Land as shown in proposed Layout Plan Annexed hereto at Annexure-C-1 and/or building and/or structures on the said Project land.

We, Allottees herein, further accord our "no objection" for the Nashik Municipal Corporation to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by us shall not be adversely affected any (Allotment/s)

DATED : - 27/02/2024

APARTMENT NO. 502 , FIFTH FLOOR, " KALPATARU HEIGHTS "

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घोषणापत्र -

मी श्री. चंद्रकांत ढवळू वाघ याद्वारे घोषित करतो की, दुय्यम निबंधक नाशिक यांचे कार्यालयात अॅग्रीमेंट फॉर सेल या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सृष्टी चंद्रकांत वाघ व ऐश्वर्या चंद्रकांत वाघ यांनी दिनांक 09/03/2022 रोजी आम्हांला मे. दुय्यम निबंधक साहेब नाशिक - 6 यांचे कार्यालयात अनुक्रमांक 2445 नुसार नोंदवून दिलेल्या मुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे. / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणात्याही कारणामुळे कुलमुखत्यार पत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहु याची आम्हांला जाणीव आहे.

दिनांक :- 27/02/2024

कुलमुखत्यार पत्र धारकाचे नांव व सही

श्री. चंद्रकांत ढवळू वाघ

- घोषणापत्र -

मी द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार सुधाकर केशव सोनार याद्वारे घोषित करतो की, दुय्यम निबंधक नाशिक यांचे कार्यालयात अॅग्रीमेंट फॉर सेल या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार अतुल सुधाकर अडावदकर यांनी दिनांक 26/12/2022 रोजी आम्हांला मे. दुय्यम निबंधक साहेब नाशिक - 4 यांचे कार्यालयात अनुक्रमांक 14030 नुसार नोंदवून दिलेल्या मुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे. / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणात्याही कारणामुळे कुलमुखत्यार पत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहु याची आम्हांला जाणीव आहे.

दिनांक :- 27/02/2024

कुलमुखत्यार पत्र धारकाचे नांव व सही

द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था
तर्फे भागीदार सुधाकर केशव सोनार

नसन-३

दस्ता क्र. (२०५८/२०२४)

३४ -- ४८



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- अंबडखुर्द (१४४९४९)

तालुका :- नाशिक

जिल्हा :- नाशिक



ULPIN : 35828833363

भूमापन क्रमांक व उपविभाग २२२/अ/१/फ्लॉट/२८

35828833363

भुधारणा पद्धती भोगवटादार वर्ग -१

शेताचे स्थानीक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक आर.चौ.मी	४६८९	अतुल सुधाकर अडावदकर				(१२७३७)	कुळाचे नाव व खंड
अकृषिक क्षेत्र		ऐश्वर्या चंद्रकांत बाघ				(१२७३७)	
बिन शेती ४.८०.००		द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे				(१२७३७)	इतर अधिकार
		भागीदार					इतर
बिन शेती ६०४.८०		सुधाकर केशव सोनार				(१२७३७)	एक वर्षाचे आत बिनशेती (१)
आकारणी		-----सामाईक क्षेत्र-----	४.८०००	६७६.८०			बापर सुरु करावा (१)
							प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : १२७३७ व दिनांक : १०/०९/२०१९
जुने फेरफार क्र : (१२१०) (१६३२) (१७९८) (३८५५) (६०६२) (६१५३) (१०४०९) (११५७३) (११९७७) (१२७३७)							सीमा आणि भुमापन चिन्हे

Dated Copy



हा गाव नमुना क्रमांक ७ दिनांक २९/११/२०१९:१९:२६:४९ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर वर

फोणत्याही सही शिक्क्याची आवश्यकता नाही.

सूचना: तांत्रिक अडचणी खातर तलाठी यांचे कडील डिजिटल स्वाक्षरी प्रक्रिया प्रलंबित असल्याने हा ७/१२ अभिलेख अद्ययावत नाही. यावर फेरफार नोंद क्र. ११५७३, ११९७७, १२७३७ मंजूर आहे. तथापि अद्याप याबाबतचा बदल या ७/१२ वर घेण्यात आलेला नाही याची कृपया नोंद घ्यावी.

७/१२ डाउनलोड दि. : १७/११/२०२२ : १२:०८:५८ PM, वैधता पडताळणीसाठी <https://digitalsatbara.mahabhumi.gov.in/dsr/> या संकेत स्थळावर जाऊन 2011100001106549 हा क्रमांक

माहान

पृष्ठ क्र. १/२

Digitally signed

नसिन-३
दस्ता क्र. (2042 / 2028)
39 — 82



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51600034757

Project: **KALPATARU HEIGHTS** , Plot Bearing / CTS / Survey / Final Plot No.: **PLOT NO 28 S N 222/A 1st Nashik**
(M Corp.), Nashik, Nashik, 422010;

1. **Dwarkesh Construcions** having its registered office / principal place of business at Tehsil: **Nashik**, District: **Nashik**, Pin: **422005**.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **28/04/2022** and ending with **30/06/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid,
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 28-04-2022 17:00:23

Dated: 28/04/2022

Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

नसन-३
20/12/2021
38-88



NASHIK MUNICIPAL CORPORATION

NO: LND/BP/82/257/2022

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE :- 01/11/2022

**SANCTION OF BUILDING PERMISSION
AND
COMMENCEMENT CERTIFICATE**

TO, **Shri. Atul S. Adavakar & Other One Through Dwarkesh Cons. PartnerShip
Firm Through Partner Shri. Sudakar Keshav Sonar**
C/o. Er. & Stru. Engg. Ravi Amrutkar of Nashik

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No.- 28 of
G.No 222/A/1 of Ambad Shiwar.

- Ref -:** 1) Your Application & for Building permission/ Revised Building permission/ Extension of
Structure Plan Dated: 23/12/2021 Inward B2/BP/541
2) Tentative Approved Layout NO LND/WS/ 475 Dt. 05/02/1981
3) Previously approved building permission vide C.C.No: B2/543/2022 Dt. 02/02/2022

Sanction of building permission & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out development work/and building permission under section 253 of The Maharashtra Municipal Corporation Act (Act No. LIX of 1949) to erect building for **Commercial + Residential** Purpose as per plan duly amended in ---- subject to the following conditions.

CONDITIONS (1 to 43)

1. The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
2. No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 263 of the Maharashtra Municipal Corporation Act is duly granted.
3. The commencement certificate / Building permission shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period. Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
4. This permission does not entitle you to develop the land which does not vest in you.
5. The date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS.
6. Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966.].
7. After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.
8. Building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land [Ceiling & Regulation] Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The balconies, ottas & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.

नसक ३
दस्तावेज क्र. (2042/2028)
36 10



- At least FIVE trees ~~should~~ be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
11. The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation.
The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity.
In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit.
The size of soak pit should be properly worked out on-the basis of number of tenements, a pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
 12. The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.
 13. Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
 14. Stacking of building material debris on public road is strictly prohibited. If building material of debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
 15. All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and The Maharashtra Municipal Corporation Act.
 16. Applicant should make necessary arrangement of water for construction purpose as per undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site.
 17. There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
 18. Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate.
 19. Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
 20. Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.
 21. While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs.
 22. As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/pr.a.217/2017/UD-9 Dated-7/8/2015 for all building following condition shall apply.
 - A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
 - a] Name and Address of the owner/developer, Architect/Engineer and Contractor.
 - b] Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.
 - c] Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.
 - d] F.S.I. permitted.
 - e] Number of Residential/Commercial flats with their areas.
 - f] Address where copies of detailed approved plans shall be available for inspection.
 - B) A notice in the form of an advertisement, giving all the details mentioned in 22A above, shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.
 23. Proper arrangement to be done on site for telephone facilities in consultation with Telecom Department
 24. This permission is given on the basis of Title search report submitted by owner/developer, Nashik Municipal Corporation shall not be responsible for the ownership and boundaries of the land

नसन-३

दस्त क्र. (2092/2028)

32 -- 8e



Plot No.- -28 of S.No. 222/A/1 of Ambad Shivar

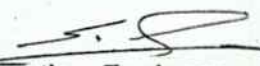
25. Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
26. Provision of rain water harvesting shall be made at site as per rule no 33 of DCPR and also as per Hon. Commissioner order No./TP/Vasi/392/2017 dt.05/6/2017 NOC shall be produced from Rain water harvesting cell in plot area more than 5000 sqm.
27. The building Permission is granted on the strength of "Labour Code on occupational safety, health and working conditions, 2018" Therefore all the conditions mentioned therein are applicable to this commencement and shall be followed strictly. Nashik Municipal Corporation shall not be responsible for breach of any conditions mentioned therein.
28. NMC shall not supply water for construction purpose.
29. N.A. order No. 92/81 Dt: 23/03/1981 submitted with the application.
30. As per the order of hon. Commissioner bearing No.Nanivi/vashi/20/2021 Dt. 12/07/2021 Applicant has requested to get benefit of installment of development Charges, Amount of Total Development Charges is Rs. 3,42,990/- 1st installment of
 - 1) 1st installment Rs. 85,750/-paid vide R.No./B.No. 68/500 Dt: 30/12/2021 which 8s 25 % of total Development Charges
 - 2) 2nd installment Rs. 1,32,410/-paid vide R.No./B.No. 78/511 Dt: 10/01/2022 which 8s 35 % of total Development Charges
 - 3) 3rd installmentwith interest of Rs.1,37,200/- which is 40 % of total development charges applicable interest rate 8.5% per annum should be paid at time of occupancy certificate or four year form the date of c.c.whichever is earlier. If applicant fails to pay IInd & III rd installment within specified time,then recovery of the installment at the rate of 18 % per annum as per section 124E (3) of M.R.T.P. Act is applicable.
31. A) Rs.50,400/-is paid for development charges w.r.to the proposed Construction vide R.No./B.No.068/500 Dt: 30/12/2021
32. Tree plantation shall be made as per the guidelines of Tree Officer of N.M.C. & NOC Shall be obtained before occupation certificate.
Rs.2000/- Deposited vide R.No./B.No. 019/3146 Dt: 30/12/2021
33. Drainage connection charges Rs.23,000/- is paid vide R.No./B.No.068/500 Dt: 30/12/2021
34. As per the order of hon. Commissioner bearing No.Nanivi/vashi/20/2021 Dt. 12/07/2021 Applicant has requested to get benefit of installment of Cess Charges, Amount of Total Cess Charges is Rs. 3,00,900/- 1st installment of
 - 1) 1st installment Rs. 75225/-paid vide R.No./B.No 068/500 Dt: 30/12/2021 which 8s 25 % of total Cess Charges
 - 2) 2nd installment Rs. 1,30,680/-paid vide R.No./B.No. 78/511 Dt: 10/01/2022 which 8s 35 % of total Cess Charges
 - 3) 3rd installmentwith interest of Rs.94,995/- which is 40 % of total Cess charges applicable interest rate 8.5% per annum should be paid at time of occupancy certificate or four year form the date of c.c.whichever is earlier. If applicant fails to pay IInd & III rd installment within specified time,then recovery of the installment at the rate of 18 % per annum as per section 124E (3) of M.R.T.P. Act is applicable.
35. Charges for" Premium FSI" 50 % Rs.5,14,800/- is paid Rs. is paid vide R.No./B.No. 063/486 Dt: 30/12/2021
36. Charges for" Ancillary Premium"50% Rs.2,92,440/- + 90,100/- is paid Rs. is paid vide R.No./B.No. 063/486 & 020/512 Dt: 30/12/2021 & 10/01/2022
37. This permission is given on the basis of conditions mentioned in notification of ministry of environment ,forest & climate change, New Dehli by vide No. G.S.R.317 (E) Dt. 29/03/2016 & the conditions mentioned therein are applicable to this Commencement & shall be following striclly. This permission given on the strength of affidavit submitted with the Proposed and C & D waste deposit Rs.38,600/- + 16740/- is paid vide R.No./B.No. 068/500 & 078/511 Dt: 28/12/2021 & 10/01/2022
38. This permission is given on the strength of DRC No: 1011 Dt:29/12/2021 and 337.00 Sq.mt., area utilized from the same.
Total TDR Loaded 337.00 Sq.mt. which is utilised from DRC No: 1011 Dt:29/12/2021 vide formula $337 \times 12260 / 8820 = 468.43$ Sq.mt. TDR area utilized from the same.

Plot No.- -28 of S.No. 222/A/1 of Ambad Shiwar

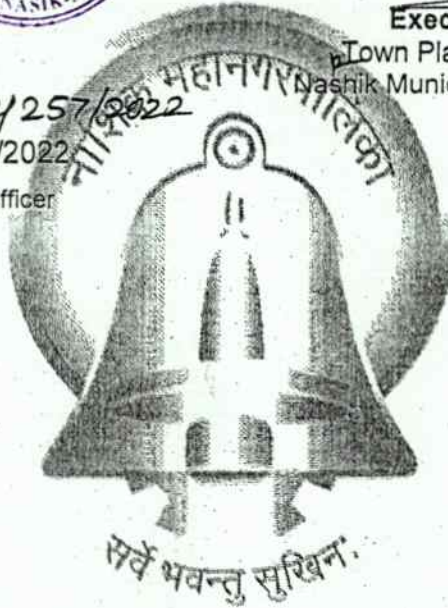
39. Previously approved building permission vide C.C.No: B2/543/2022 Dt. 02/02/2022 is here by Cancelled.
40. NMC Tax for Vacant plot shall be paid before Completion.
41. Commercial N.A. Order shall be produce before Occupancy Certificate
42. Structural Stability Certificate showing safe against natural disaster, earthquake etc.
43. This permission is given as per the Government directives u/s – 154 of MRTP act vide GR.No.TPS – 1820/anau.27/PNo.80/20ud13 Date 14/01/2021.
 - a) Affidavit regarding above submitted by applicantvide Date:- 28/12/2021
 - b) The stamp duty concession shall be continued till entire sell of tenements.
 - c) The applicant /Developers shall publish the list of beneficiary consumers online on the requisite website.
 - D)The applicant shall submit list of beneficiary consumers in detail along with beneficiary consumer certificate
 - e) Copy of this Commencement Certificate is submitted tp stamp Registration office.

नकाशा
दस्ता क्र. (2042 / 2024)
3E 8E




Executive Engineer
Town Planning Department
Nashik Municipal Corporation, Nashik.

No. LND / BP / 132/257/2022
Nashik, Dt 01/11/2022
Copy to : Divisional Officer





भारत सरकार
GOVERNMENT OF INDIA



चंद्रकांत धवल वाघ
Chandrakant Dhawal Wagh
जन्म वर्ष / Year of Birth : 1962
पुरुष / Male



6641 6637 5595

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AAEPW9676N

नाम / NAME

CHANDRAKANT DHAWALU WAGH

पिता का नाम / FATHER'S NAME

DHAWALU SUKHADEO WAGH

जन्म तिथि / DATE OF BIRTH

05-11-1962

हस्ताक्षर / SIGNATURE

[Signature]

आयकर आयुक्त, कोल्हापूर
COMMISSIONER OF INCOME TAX, KOLHAPUR

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AKSP55880Q

नाम / NAME

SUDHAKAR KESHAV SONAR

पिता का नाम / FATHER'S NAME

KESHAV SITARAM SONAR

जन्म तिथि / DATE OF BIRTH

01-06-1955

हस्ताक्षर / SIGNATURE

[Signature]

आयकर आयुक्त, नासिक
COMMISSIONER OF INCOME-TAX, NASIK



भारत सरकार
Government of India



सुधाकर केशव सोनार

Sudhakar Keshav Sonar

जन्म तारीख / DOB: 01/06/1955

पुरुष / MALE

नस 2956 339 7363

दस्त क्र. (2022/2022)



341/14030

Monday, December 26, 2022

2:34 PM

पावती

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 18445 दिनांक: 26/12/2022

गावाचे नाव: अंबड (खुर्द)

दस्तऐवजाचा अनुक्रमांक: नसन4-14030-2022

दस्तऐवजाचा प्रकार: स्पेशल पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार सुधाकर केशव सोनार

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 240.00

पृष्ठांची संख्या: 12

एकूण:

रु. 340.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

2:49 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.0/-

मोबदला रु.1/-

भरलेले मुद्रांक शुल्क: रु. 500/-

Joint Sub Registrar Nashik 4
सह. दुर्यम निबंधक वर्ग-२
नाशिक-४.

1) देयकाचा प्रकार: DHC रक्कम: रु.240/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1512202217899 दिनांक: 26/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012246619202223E दिनांक: 26/12/2022

538/2445

Wednesday, March 09, 2022

6:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 2894 दिनांक: 09/03/2022

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: नसन6-2445-2022

दस्तऐवजाचा प्रकार: स्पेशल पॉवर ऑफ अटॉर्नी

सादर करणाऱ्याचे नाव: चंद्रकांत ढवळ वाघ

नसन-3
दस्त क्र. (2022/2028)
87 — 88



नोंदणी फी

₹. 100.00

दस्त हाताळणी फी

₹. 260.00

पृष्ठांची संख्या: 13

एकूण:

₹. 360.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-2 अंदाजे
6:32 PM ह्या वेळेस मिळेल.

Joint S.R. Nashik-6

बाजार मुल्य: ₹.1/-

मोबदला ₹.0/-

भरलेले मुद्रांक शुल्क : ₹. 500/-

शह. दुय्यम निबंधक वर्ग-2
नाशिक-६.

1) देयकाचा प्रकार: DHC रक्कम: ₹.260/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0803202219180 दिनांक: 09/03/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: ₹.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014273459202122E दिनांक: 09/03/2022

बँकेचे नाव व पत्ता:



भारत सरकार
Government of India

नसन-३

82-82



अतुल सुधाकर अडावदकर
Atul Sudhakar Adavadar
जन्म तारीख / DOB: 29/05/1985
पुरुष / MALE



5100 2430 7382

आयकर विभाग
INCOME TAX DEPARTMENT
DWARAKESH CONSTRUCTIONS
भारत सरकार
GOVT. OF INDIA
29/05/2014
Permanent Account Number
AAKFD3145P

आयकर विभाग
INCOME TAX DEPARTMENT
ATUL SUDHAKAR ADAVADKAR
SUDHAKAR KESHAV SONAR
29/05/1985
Permanent Account Number
AJTPA4189L
Signature

भारत सरकार
GOVT. OF INDIA



पेशवरी चंद्रकांत वाघ
Aishwarya Chandrakanti Wagh
जन्म वर्ष / Year of Birth : 1990
स्त्री / Female
भारत सरकार
Government of India
2395 3407 1159

आयकर विभाग
INCOME TAX DEPARTMENT
AISHWARYA WAGH
CHANDRAKANT DHAWALU WAGH
18/01/1990
Permanent Account Number
CEPW2939C
Signature

भारत सरकार
GOVT. OF INDIA



नसिन-३
 दस.क. (2092 / 2028)
 ४३ --- ४९



PROPOSED SITE

LOCATION PLAN

EASTERN ELEVATION PLAN

GROUND FLOOR PLAN

TYPICAL FLOOR PLAN FOR 1ST TO 7TH FLOOR

STORAGE FLOOR PLAN

SITE PLAN

FRONT ELEVATION

SECTION AA

Sl. No.	Particulars	Area (sq. m)	Volume (cu. m)	Remarks
1	Ground Floor	1000	1000	
2	1st Floor	1000	1000	
3	2nd Floor	1000	1000	
4	3rd Floor	1000	1000	
5	4th Floor	1000	1000	
6	5th Floor	1000	1000	
7	6th Floor	1000	1000	
8	7th Floor	1000	1000	
9	Roof	1000	1000	
10	Basement	1000	1000	
11	Staircase	1000	1000	
12	Lift	1000	1000	
13	Service	1000	1000	
14	Plumbing	1000	1000	
15	Electrical	1000	1000	
16	Structural	1000	1000	
17	Interior	1000	1000	
18	Exterior	1000	1000	
19	Site	1000	1000	
20	Other	1000	1000	
21	Total	10000	10000	

नसन-३
दस्ता क्र. (२०९८/२०२४)
४४ -- ४२



- घोषणापत्र / शपथपत्र -

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म. रा. पुणे यांचे दिनांक 30 / 11 / 2013 रोजीचे परिपत्राकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आले आहेत.

सादर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हिसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (G.P. Holder) लिहून देणार हे ह्यात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सादरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सादर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम 1961 चे नियम 44 व वेळोवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजांची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुशंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम 1908 चे कलम 82 नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत. याची आम्हाला पूर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 मधील नमुद असलेल्या 7 वर्षांच्या शिक्षेस पत्र राहणार आहोत याची मला / आम्हाला. पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.



लिहून देणार



लिहून देणार

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

DFWPM5795E

नाम / Name
MANE PRATIK VASANT

पिता का नाम / Father's Name
VASANT DAMU MANE

जन्म की तारीख /
Date of Birth
27/08/1995

हस्ताक्षर / Signature

31032023

भारत सरकार
Government of India

प्रतिक वसंत माने
Pratik Vasant Mane
जन्म तारीख/DOB: 27/08/1995
पुरुष/ MALE

3427 7368 9903
VID : 9168 8993 0011 5110

माझे आधार, माझी ओळख

भारत सरकार
Government of India

कांचन प्रतिक माने
Kanchan Pratik Mane
जन्म तारीख/DOB: 10/03/1998
महिला/ FEMALE

7866 8622 1980
VID : 9197 8199 2271 1620

माझे आधार, माझी ओळख

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BXOPG3668Q

नाम / Name
KANCHAN PRATIK MANE

पिता का नाम / Father's Name
SOMNATH SUKHDEV GORDE

जन्म की तारीख /
Date of Birth
10/03/1998

हस्ताक्षर / Signature

23122023

नसन-३

संक्र. (2094/2028)

४५ --- ४८



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202402279038	27 February 2024 06:20:26 PM			
नसन-३					
मूल्यांकनाचे वर्ष	2023				
जिल्हा	नाशिक				
मूल्य विभाग	तालुका नाशिक				
उप मूल्य विभाग	4.2 - कामटवाडा कडुन अंबड एम आय डी सी कडे (प्रणव स्टॅम्पींग कडे) जाणारा 30 मी रूंद रस्ता व सारूळ रस्त्यावरील रहिवास व तत्सम विभागातील मिळकती				
क्षेत्राचे नांव	Nashik Municipal Corporation	सर्व्हे नंबर /न. भू क्रमांक	सर्व्हे नंबर#222		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ मीटर
12500	36700	42200	45870	0	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	41.327 चौ मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs 24200/-
उद्भवान सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	37.57 चौ मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt 02/01/2018					
मजला निहाय घट/वाढ = 105 / 100 Apply to Rate= Rs.38535/-					
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((38535-12500) * (100 / 100)) + 12500) = Rs 38535/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 38535 * 41.327 = Rs 1592535.945/-					
F) लगतच्या गच्चीचे खुली बाल्कनी क्षेत्र 11.16 चौ मीटर					
लगतच्या गच्चीचे खुली बाल्कनी मूल्य = 11.16 * (38535 * 40/100) = Rs 172020.24/-					
Applicable Rules = 3, 9, 18, 19, 14					
एकत्रित अंतिम मूल्य					
मुख्य मिळकतीचे मूल्य - तळघराचे मूल्य - मेडिनाईन मजला क्षेत्र मूल्य - लगतच्या गच्चीचे मूल्य (खुली बाल्कनी) - वरील गच्चीचे मूल्य - बांधीव वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य - इमारती भोवतीच्या खुल्या जागेचे मूल्य - बांधीव बाल्कनी - स्वयंचलित वाहनतळ					
= A + B + C + D + E + F + G - H + I + J					
= 1592535.945 + 0 + 0 + 0 + 0 + 172020.24 + 0 + 0 + 0 + 0					
= Rs.1764556/-					
= २ सतरा लाख चौंसष्ट हजार पाच शे छप्पन्न /-					

Print

नसन-३
दस्त क्र. (204C/2024)
४६ -- ४६





नसन-३

दस्ता क्र. (2024/2028)

४० — ४२



CHALLAN

MTR Form Number-6



GRN	MH016315510202324E	BARCODE			Date	27/02/2024-14:56:20	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR			PAN No.(If Applicable)	DFWPM5795E			
Location	NASHIK			Full Name	PRATIK VASANT MANE AND 1 OTHER			
Year	2023-2024 One Time			Flat/Block No.	GAT NO. 222/A/1, PLOT NO.28			
Account Head Details			Amount In Rs.	Premises/Building				
0030046401	Stamp Duty		149000.00	Road/Street	KALPATARU HEIGHTS, FLAT NO. 502			
0030063301	Registration Fee		24820.00	Area/Locality	NASHIK			
				Town/City/District				
				PIN	4	2	2	0 0 9
				Remarks (If Any)	PAN2=AAKFD3145R~SecondPartyName=DWARKESH CONSTRUCTIONS PARTNERSHIP FIRM~			
				Amount In	One Lakh Seventy Three Thousand Eight Hundred Twen			
				Words	ty Rupees Only			
Total			1,73,820.00					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	00040572024022751206	IK0CQTBVR4	
Cheque/DD No.				Bank Date	RBI Date	27/02/2024-14:24:58	Not Verified with RBI	
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID :

Mobile No. :

8390825223

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम लिबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-340-2058	0008639685202324	27/02/2024-19:27:33	IGR313	24820.00
2	(iS)-340-2058	0008639685202324	27/02/2024-19:27:33	IGR313	149000.00
Total Defacement Amount					1,73,820.00

340/2058

मंगळवार, 27 फेब्रुवारी 2024 7:27 म.नं.

दस्त गोपवारा भाग-1

नमन3

दस्त क्रमांक: 2058/2024

दस्त क्रमांक: नमन3 /2058/2024

बाजार मूल्य: रु. 20,66,000/-

मोबदला: रु. 24,81,552/-

भरलेले मुद्रांक शुल्क: रु. 1,49,000/-

दु. नि. सह. दु. नि. नमन3 यांचे कार्यालयान

पावती:2613

पावती दिनांक: 27/02/2024

अ. क्र. 2058 वर दि.27-02-2024

सादरकरणाराचे नाव: प्रतिक वसंत माने

रोजी 7:25 म.नं. वा. हजर केला.

नोंदणी फी

रु. 24820.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण: 25820.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: अॅग्रीमेंट दू मेल

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्रा. अधिकाऱ्याच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निश्धारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 27 / 02 / 2024 07 : 25 : 41 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 27 / 02 / 2024 07 : 27 : 26 PM ची वेळ: (फी)





27/02/2024 7 33:59 PM

दस्त गोपवारा भाग-2

नमन3

दस्त क्रमांक:2058/2024

दस्त क्रमांक :नमन3/2058/2024

दस्ताचा प्रकार :-अॅग्रीमेंट टू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	टमा प्रमाणित
1	नाव:द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार अतुल मुधाकर अडाबदकर व मुधाकर केशव मोनार हे स्वतःकरिता व इतर तर्फे वि.मु. पत्ता:प्लॉट नं: फ्लॅट न 4, माळा नं: -, इमारतीचे नाव: विशाखा अपार्टमेंट, ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक, रोड नं: -, महाराष्ट्र, णाम्:ई.क्र. पॅन नंबर:AAKFD3145R	लिहून देणार वय :-67 स्वाक्षरी:- 		
2	नाव:द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार ऐश्वर्या चंद्रकांत वाघ तर्फे वि.मु. चंद्रकांत दबळू वाघ पत्ता:प्लॉट नं: फ्लॅट न 4, माळा नं: -, इमारतीचे नाव: विशाखा अपार्टमेंट, ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक, रोड नं: -, महाराष्ट्र, णाम्:ई.क्र. पॅन नंबर:AAKFD3145R	लिहून देणार वय :-60 स्वाक्षरी:- 		
3	नाव:प्रतिक वसंत माने पत्ता:प्लॉट नं: 144,, माळा नं: -, इमारतीचे नाव: केवल पार्क, , ब्लॉक नं: ,चुंचाळे शिवार अंबड खुर्द ,नाशिक, रोड नं: अंबड लिंक रोड , , , पॅन नंबर:DFWPM5795E	लिहून देणार वय :-29 स्वाक्षरी:- 		
4	नाव:कांचन प्रतिक माने पत्ता:प्लॉट नं: 144, माळा नं: -, इमारतीचे नाव: केवल पार्क, , ब्लॉक नं: चुंचाळे शिवार अंबड खुर्द ,नाशिक, रोड नं: अंबड लिंक रोड, महाराष्ट्र, णाम्:ई.क्र. पॅन नंबर:BXOPG3668Q	लिहून देणार वय :-26 स्वाक्षरी:- 		

वरील दस्तावेज करून देणार तथाकथीत अॅग्रीमेंट टू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:27 / 02 / 2024 07 : 33 : 19 PM

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	टमा प्रमाणित
1	नाव:वकील मोनिका हर्षलकुमार जैन वय:39 पत्ता:907 बिझनेस सेंटर गोविंद नगर नाशिक पिन कोड:422009	 स्वाक्षरी	

शिकका क्र.4 ची वेळ:27 / 02 / 2024 07 : 33 : 40 PM

Joint Sub Registrar Nashik

प्रमाणित करण्यात येते की,
या दस्तावेजचे एकूण पाने आहेत

Payment Details.

sr.	Purchaser	Type	Verification no./vendor GRM Licence	Amount	Used At	Deface Number	Deface Date
1	PRATIK VASANT MANE AND 1 OTHER	eChallan	000408720240211151206 MH016315510202324E	129000.00	RF	0008639685902324	27/02/2024
2		DHC	0224274416395	1000	RF	0224274416395D	27/02/2024
3	PRATIK VASANT MANE AND 1 OTHER	eChallan	MH016315510202324E	24820	RF	0008639685202324	27/02/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]