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Apartment Declaration Serial No. 2-,12/2023. Dated: 02.01.2023.

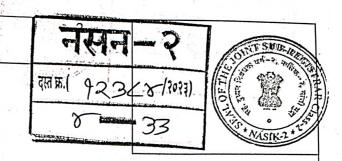
Registered Agreement for Sale No. 2-442-2019. Dated: 22.01,2019.

Rs. 15,95,000/-

Rs. 26,76,163/-Govt. Valuation Consideration Amount Rs. 1,60,700/-Stamp Duty + LBC 26,770/-Rs 100/-Regi. Fees. Rs,

Stamp Fees

DEED OF APARTMENT (SALE DEED) This Deed of Apartment (Sale Deed) is made & This Deed of Apartment (Sale Deed) is made & executed at Nashik on the 23 day of November in Year 2023.



BETWEEN

KARDA CONSTRUCTIONS

A PROPRIETORSHIP CONCERN, (PAN ABBPK 8084 A), having its registered Office at Saikrupa Commercial Complex, Tilak Road, Opp. Mukti Dham, Nashik Road, Nashik.

THROUGH ITS PROPRIETOR, SHRI. NARESH JAGUMAL KARDA.

Age 51 years. Occupation: - Business Having his/its Address "Saikripa Complex", Opposite Muktidham, Nashik Road, Nashik.

Email id: customercare.kclnashik@gmail.com.

(Hereinafter called "DEVELOPER/S," which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title, executors, administrators, legal heirs, authorised representatives and assigns) of the FIRST PART:

AND

- 1. NILESH RATNAKAR PATWARDHAN. AGE - 46 YEARS, OCCUPATION: SERVICE, PAN. ASNPP0033H, AADHAR NO. 4950 7320 2395.
- 2. MANGALA NILESH PATWARDHAN.
 AGE 43 YEARS, OCCUPATION: ADVOCATE,
 PAN. BPGPP5486M, AADHAR NO. 8402 2250 5569.
 BOTH RESIDING AT: FLAT NO. 204, SECOND
 FLOOR, HARI MANTRA PHASE II, JAI BHAVANI
 ROAD, NASHIK ROAD, NASHIK.

(Hereinafter called "THE PURCHASER/S", which expression shall unless it be repugnant to the context or meaning thereof mean & include her respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS the Developer/s is/are absolutely seized and possess of or otherwise well and sufficiently entitled rights of development to the property/ies having finally N. A. Plot No.1 from and out of land bearing Survey No. 46/1C/1+2, which is having Area admeasuring 666 Sq.Mtrs. which is situated at Village Deolali, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, and more particularly described in the First Schedule hereafter written hereunder and hereinafter referred to as "Said Property";

AND WHEREAS property having final N. A. Plot No.1 from and out of And Whereas property having final N. A. Plot No.1 from and out of And Whereas property having final N. A. Plot No.1 from and out of And Whereas property having final N. A. Plot No.1 from and out of And Example Area admeasuring 666 And Development agreement entered into between the Developer and one Mrs. Shobha Uttam Takalkar by way of registered the Development Agreement and GPA for Development. And the said Development Agreement was presented & executed in the Office of the Development Agreement was presented & executed in on 06/11/2017 and the GPA for Development was presented & executed in the Office of the Joint Sub Registrar Class-II, Nashik-2 vide document the Office of the Joint Sub Registrar Class-II, Nashik-2 vide document Serial No. 7094/2017 on 06/11/2017.

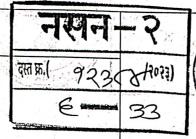
AND WHEREAS the building permit has sanctioned by Office of the Nashik Municipal Corporation, Nashik wide commencement certificate No. LND/BP/Deolali/DCR/0350/2018, dated 18/08/2018.

AND WHEREAS the work completion certificate bearing Sr. No. JAWAK KRA./NARAVI/29959/2022 dated 10.10.2022 has been received from the concerned Office of the Nashik Municipal Corporation, Nashik and the compliance in this regard has been completed for all intents and purposes.

AND WHEREAS the said Vendor/s has accordingly commenced a Residential and Commercial scheme/project known as "HARI MANTRA PHASE II" a scheme of Residential Apartments and Commercial Units on the said property pursuant to the plans duly sanctioned by the concerned local authority.

AND WHEREAS the title of the said property has been certified by legal advisor of the said Developer's i.e Adv. Mrs. Anita Prakash Mungase (Pawar);

AND WHEREAS the Developers herein has entered into standard agreement with Architect Mr. Prashant Themaskar duly registered with the Council of Architects and Structural Engineer Sanjeev Patel of Nashik.





AND WHEREAS the said Developer has agreed to sell and the Purchaser/s has/have agreed to purchase a Flat No. 204 on the Second Floor as per the booking plan which is made on the basis of the sanctioned building plans of Nashik Municipal Authority, as stated herein above in the said building (hereinafter referred to as the said "Shop/Flat/Premises") more particularly described in Schedule A appearing hereafter, on ownership basis for the price & on the terms & conditions hereinafter appearing;

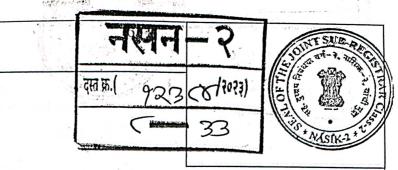
AND WHEREAS the Purchaser/s confirm/s that the said Developers have given inspection of originals of all the aforesaid documents as well as all necessary information promptly to the Purchaser/s prior to the date of entering into these presents;

AND WHEREAS the Purchaser/s is/are aware of the fact that the said Developer/s has/have entered into or will enter into similar and/or separate agreement/s with several other person/s and party/ies in respect of other flats/premises in the said building on the said property;

AND WHEREAS the RERA registration number is p51600017847 for the said project for a period commencing from 24.09.2018 and ending on 30.03.2021.

And whereas the said premises is situated in "HARI MANTRA PHASE II" & the respective premises as well as, common amenities & the building has been declared under the provisions of Maharashtra Apartment Ownership Act & no that effect a Deed of Declaration is executed and registered at the office of the Joint Sub-Registrar, Class-II, Nashik-2 at Serial No. 2-12-2023, Dated, 02:01;2023. The Vendor agreed and accepted all the terms and conditions of Apartment Declaration.

AND WHEREAS relying on the Purchaser/s representation and assurance, the said Developer/s herein has agreed to sell and the Purchaser/s herein has agreed to purchase a premises more particularly described in Schedule A



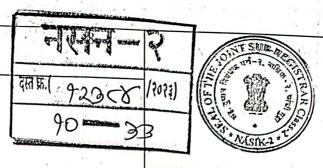
necessary or may be required and mandated by the concerned Local Authority both now and hereafter.

2. AGREEMENT AND CONSIDERATION

A. Subject to the other terms and conditions herein and relying on the Purchaser/s representation/s and assurance/s, the Developer herein has agreed to sell the Flat No. 204 admeasuring Carpet Area 40.49 Square Mtrs. i.e. 435.834 Square Feet together with Adjacent Terrace admeasuring Carpet Area 233.578 Square Feet i.e. 21.7 Square Meters and Balcony admeasuring Carpet Area 45.962 Square Feet i.e. 4.27 Square Meters, situated Second Floor, in the Project named as "HARI MANTRA PHASE II" being constructed on the said property more particularly described in First Schedule hereunder written and the Purchaser/s has/have agreed to purchase the same (hereinafter called and referred to jointly as the 'Said Shop/Premises', for the sake of brevity and convenience which is more particularly described in Schedule A hereunder written) at or for total lumpsum consideration of Rs. 26,76,163/- (Rupees Twenty Six Lac Seventy Six Thousand One Hundred Sixty Three Only) and this amount is excluding all other expenses, charges and statutory separately mentioned herein below.

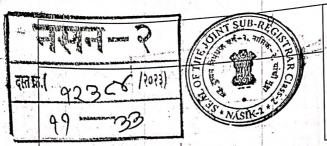
NOW THIS DEED OF APARTMENT WITNESSETH AS UNDER: -

The Vender/s do hereby sell, transfer, convey and alienate the said premises i.e. Flat No. 204 admeasuring Carpet Area 40.49 Square Mtrs. i.e. 435.834 Square Feet together with Adjacent Terrace admeasuring Carpet Area 233.578 Square Feet i.e. 21.7 Square Meters and Balcony admeasuring Carpet Area 45.962 Square Feet i.e. 4.27 Square Meters, situated Second Floor, in the Project named as "HARI MANTRA PHASE II", more particularly described hereunder in Schedule II constructed upon the said properties more particularly described in Schedule I written hereunder to and for the consideration of Rs. 26,76,163/-(Rupees Twenty Six Lac Seventy Six Thousand One Hundred Sixty Three Only) to the Purchaser/s along with rights of membership in the said apartment, to have and to hold forever as true & absolute owner thereof.



or pending litigation either in court of law or before any tribunal or Local Body. Till today the Vendor/s has not received any notice with respect to temporary or permanent injunction from any Court or Local Body.

- 6) That the Vendor/s hereby assure unto the Purchaser/s that the said plot is neither subject matter of any acquisition or requisition nor has he/she received any notice to that effect till today.
- 7) That all the taxes, N. A. Taxes, Charges, Accruing in respect of the said Flat premises have been paid by the Vendor/s till execution of these presents and now the Purchaser/s shall pay the same hereinafter as owner thereof.
- 8) That the Vendor/s hereby assure unto the Purchaser/s that the said premises is her/his absolute ownership property and no one else has any rights, title or interest in the same.
- 9) That the Purchaser/s hereby assures, confirms and agrees that, he/she shall not violate any terms & conditions of Deed of Declaration. The same shall be binding upon the Purchaser/s and the Purchaser/s hereby agrees to abide all the terms & conditions of this Deed as well as bye-laws of Deed of Declaration.
- 10) Now the purchaser become the full and absolute owner of the said premises & at his/her own costs & expenses he/she shall get his/her name as member of Apartment and record of rights, entered in the record of rights and the Vendor/s undertake to extend necessary co-operation in that behalf. All necessary Sales Tax, Service Tax, M-VAT etc. will be borne by Purchaser/s only.
- 11) The Purchaser/s shall use the said Flat and every part thereof and/or permit the same to be used only for the purpose of Commercial Only.
- 12) That this Deed is being executed pursuant to and for the purpose of Maharashtra Apartment Ownership Act, 1970.
- 13) That all the expenses towards stamp duty, registration charges, and incidental expenses thereto for these presents are paid and borne by the Purchaser/s as agreed by and between them.
- That the Vendor/shaving received the total consideration from the Purchaser/s, do hereby sell, transfer & convey the said premises in favour of the Purchaser/s absolutely and forever to have and to hold the same as of the Purchaser/s absolute owner thereof. The Purchaser/s is hereby empowered with true & absolute owner thereof. The Purchaser/s is hereby empowered with true & absolute owner thereof. The Purchaser, alienate, convey the said premises.
- 15) The said Purchaser/s inspected the amenities which is given by the said Vendor/s in the said premises & construction work of the said Flat



premises & building that the said Purchaser/s has fully satisfied for the same.

The Vendor/s has delivered all necessary papers & documents to the Purchaser/s for better occupations of said premises.

The Purchaser/s has already paid deposits amount to the said Vendor/s the following amounts before taking possession of the said premises: -

i) Rs. 15,000/-

Formation exp. Of Apartment Association.

ii) Rs. 35,000/-

MSED Co. Ltd. expenses.

iii) Rs. 43,150/-

Amount calculated @ Rs.100/- per Sq. Ft. of saleable area towards society maintenance deposit covering provisional outgoing for common municipal taxes. common water bills, common electric bills, maintenance charges & other expenses.

18) That The Vendor/s & Purchaser/s has entered into Agreement of Sale of said Flat No. 204, on the Second Floor the Agreement for sale has been entered on the Stamp Duty of Rs. 1,60,700/- which was purchased by the purchaser & the above agreement for Sale has been registered with the office of Jt. Sub-Registrar, Class-II, Nashik 2 on Dated: 22.01.2019, vide Serial No. NSN 2-442-2019, & the amount of Rs. 26,770/- being Registration fees on the Consideration amount of the said Flat is Rs. 26,76,163/-. & Government Valuation of the said Flat Rs. 15,95,000/-.

First Schedule (Description of the freehold land and all other details)

All that piece and parcel of land having finally N. A. Plot No.1 from and out of land bearing Survey No. 46/1C/1+2 which is having Area admeasuring 666 Sq.Mtrs. which is situated at Village Deolali, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, which is bounded as follows: -

EAST

By Plot No.02

WEST

By 18 Mtr DP Road

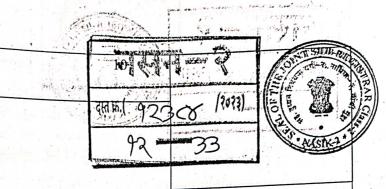
SOUTH

By 9 Mtr Colony Road

NORTH

By Survey No.46/1B

Together with all things lying or being under upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof



Second Schedule (nature, extent and description of common areas and facilities)

- 1. Quality RCC Construction
- 2. Parking in stilt and side margin with paver blocks/trimex concrete
- 3. Exterior painting Maintenance free waterproof paint
- 4. Building Roof in Brick Bat Coba with neat cement finishing
- 5. Overhead and underground water tank with plumbing arrangement and water supply to be obtained from local authority.
- 6. Rain water harvesting with necessary recharge pit
- 7. Lift with battery backup.

SCHEDULE 'A'

The Shop/Flat/Premises in the project known as "HARI MANTRA PHASE II" Apartment having Flat No. 204 admeasuring Carpet Area 435.834 Square Feet i.e. 40.49 Square Mtrs being situated on the Second Floor Which is bounded as shown below:

East Staircase & Flat No. 201;

West Marginal Space of the building.

South : Flat No. 203.

North :: Marginal Space of the building.

Together with rights of easements, common amenities, electric fittings, electric meter, rights of common parking with parking the any type of yehicle with rights of membership of Apartment.

