

2490/1028
3 — 80



{ 3 }

ZONE NO. 27.1
FLAT RATE Rs. 26,880/- Per Sq. Mtrs.
CARPET AREA OF FLAT 46.67 Sq. Mtrs. and usable area of
Open Balcony admeasuring 4.52 Sq. Mtrs.
CONSIDERATION Rs. 20,50,000/-
GOVT. VALUE Rs. 15,14,000/-
STAMP Rs. 1,23,000/-
REGISTRATION FEE Rs. 20,500/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Pimpalgaon (B) on this 12th Day of July 2024.

B E T W E E N

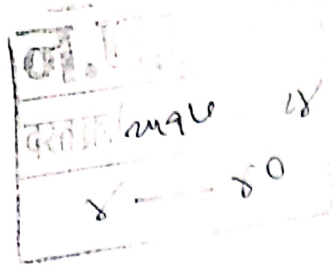
- 1) **MR. ANIL RAMKRUSHNA BHAMBERE**
Age – 64 yrs., Occ. – Business and Agriculture,
PAN No. AEEPB7788L
AADHAR No. 7948 3402 4571
MOB No. 9422252035
- 2) **MRS. VIDYA ANIL BHAMBERE**
Age – 55 yrs., Occ. – Business and Agriculture,
PAN No. AEMPB1199K
AADHAR No. 5355 5825 7482
MOB No. 9422252035
Both R/O. Maa Bhuvaneshwari Complex,
Janardan Swami Nagar, Ozar (Mig),
Tal. Niphad, Dist. Nashik-422207

Hereinafter referred to as the VENDOR/PROMOTERS (which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the FIRST PART.

AND

- 1) **MR. ANANT ARUN KSHIRSAGAR**
Age – 36 yrs., Occ. – Service,
PAN No. BIWPK4888F
AADHAR No. 7788 8913 4642
MOB NO.9764560215
- 2) **MRS. CHAITALI ANANT KSHIRSAGAR**
Age – 32 yrs., Occ. – House Wife
PAN No. GPSPK9933K
AADHAR No. 4115 5900 7756
MOB NO.9923577036
Both R/O. Sambhaji Chauk, At.Post- Ozar (Mig),
Tal. Niphad, Dist. Nashik-422207

Hereinafter referred to as the “PURCHASER/ ALLOTTEE/S” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the SECOND PART.



WHEREAS the vendor/Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the property situated at **Village Ozar**, Tal. Niphad, Dist. Nashik, more particularly described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the vendor/Promoter has purchased said landed property from previous owners Parvatabai Laxman Shinde and others by way of Sale, which is duly registered at the office of Sub-Registrar, Niphad at Sr. No. 887/2001 on dtd. 09/03/2001 and name of the Vendor/Promoter is mutated in the owners column of the record of rights and as such the Vendor/Promoter is competent to develop the said property by constructing building thereon and sell their share of super structure as the Vendor/ Promoter may deem fit and proper.

AND WHEREAS the said property is duly converted to Non-Agri. use vide **Order No. Jama/NA/SR/22/2021 on dtd. 04/06/2021 of Hon. Sub-Divisional Officer, Niphad.**

AND WHEREAS the vendor has prepared a building plan and which is duly approved by the Nashik Metropolitan Region Development Authority, Nashik under Commencement Certificate **Outward No. NaMPraViPra/ Sudha.Abhi.Ban.P./Mou.Ozar, Tal. Niphad/ G.No.2658/1/1038, dtd. 11/05/2022** and the Vendor/Promoter has commenced the construction of the building, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the promoters have accrued the title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

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

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has commenced the construction of a building on the project land Consisting of **Ground Floor as parking and First to 7 upper Floor as per approved building plan for residential purpose.**

AND WHEREAS the vendor has decided to develop the said property by constructing an ownership flats building in the name of "**KALPATARU BAUG PHASE-2**" which consists of residential units.

AND WHEREAS the Allottee is offered an **Apartment/Flat No. 605 on the Sixth Floor**, (herein after referred to as the said "Apartment") **OF KALPATARU BAUG PHASE-2** (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule written hereunder.

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

AND WHEREAS the Promoter has appointed a structural Engineer **Mr. Milind Rathi** for the preparation of the structural design and drawings of the buildings, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

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 under No. P51600050445 on dtd. 12/04/2023.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect **Ar. Yogesh Gaikwad** and **Ar. Satish Gaikwad** 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 thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate **Mr. Anish Ramakant Ganore** of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the promoter has decided to subject the property to the provisions of Apartment Ownership Act and as such the promoter shall form the association of apartment owners by registering the declaration of apartment as per the provisions of apartment ownership act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by the Allottee.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the building is proposed is annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority are annexed hereto.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the necessary approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans 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 the said building 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 vendor/promoters have executed a Special Power of Attorney in favour of **Mr. Sagar Anil Bhambere** on 20/06/2022 and the same is registered in the office of SubRegistrar, Niphad-2 at Sr. No. 2282/2022 and as per the same, the document of agreement for sale, which will duly signed and sealed by vendor/promoters will presenting in the office of SubRegistrar, Niphad.

01.01.2018
28/01/2018
E - 50



AND WHEREAS the vendor/promoter has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property and utilizing the TDR and premium FSI, the vendor/ promoter intends to take all the benefits as may be made available on the said property for additional construction in view of the DC rules applicable and as such the vendor/promoter shall be entitled to revise and amend the building plan and in such case additional construction and floors as may be sanctioned by Ozar Nagar Parishad and all the benefits of the said additional floors or construction shall be made available on the said property to the vendor/promoter and the vendor/promoter shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose off the same and the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the purchaser/allottees for amendment of the building plan, the area, location and size of the apartment of the purchaser/allottees is adversely affected.

AND WHEREAS the Vendor/Promoter has commenced the construction of a building on the project land Consisting **Wing B** consists of Ground Floor Parking and First to upper Seventh Floors for residential purpose as per approved building plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of **Flat No. 605 on the 6th Floor in Building - 2, Wing - B, KALPATARU BAUG PHASE-2.**

AND WHEREAS the **CARPET AREA OF FLAT 46.67 Sq. Mtrs. and usable area of Open Balcony admeasuring 4.52 Sq. Mtrs. and "Carpet area"** as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony/Varandah appurtenant to the said Apartment for exclusive use of the Allottee and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, 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 has paid to the Promoter a sum of **Rs. 2,05,000/-** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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. Notwithstanding anything stated in any other document/ allotment letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the purchaser/ allottee is satisfied about the same and

01.11.2024
दस्तावेज 2496/1808
10 - 70



(7)

after the satisfaction the purchaser has agreed to purchase the apartment from the promoter/vendor.

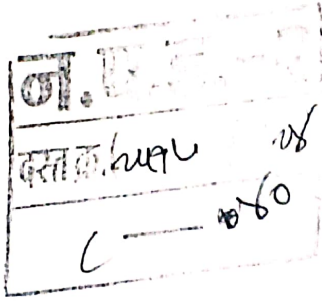
In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as described herein after.

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

1. **CONSTRUCTION OF PROJECT/APARTMENT** - The Promoter shall construct the said building/s **consisting of Ground Floor as parking and First to 7th upper Floor** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present and as may be made available by the Nashik Metropolitan Region Development Authority by using and utilizing additional FSI as may be made available by local authority. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.

2. **CONSIDERATION, PRICE OF THE SAID APARTMENT** - The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment/Flat No. 605 on 6th Floor in B-WING, Carpet area admeasuring 46.67 Sq. Mtrs. and usable area of Open Balcony admeasuring 4.52 Sq. Mtrs. in the building known as KALPATARU BAUG PHASE-2** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof here to annexed for the consideration of **Rs. 20,50,000/-** and 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 Schedule annexed herewith.

- 2.1 The Allottee has paid a sum of **Rs. 2,05,000/- (Rupees Two Lakhs Five Thousand Only)** by cheque No. 000014, dtd. 01/07/2024 drawn on Bank Of Baroda.
- 2.2 The allottee hereby agrees to pay the balance amount of **Rs.18,45,000/- (Rupees Eighteen Lakhs Forty Five Thousand Only)** to be paid as and when project work is completed.
- 2.3 The Total Price above excludes 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.
- 2.4 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. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.



2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as the Promoter and allottee may decide for the period by which the respective installment has been preponed.

2.6 The Promoter shall confirm the final carpet area before giving possession of the flat that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee before giving the possession to the purchaser. 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 this Agreement.

3. **MODE OF PAYMENT** - Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned as follows, through A/c payee cheque/demand draft or online payment (as applicable) in favour of **PROMOTER/OWNER payable at Nashik.**

Particulars	Percentage on Total Amt.
a) At time of Booking	10%
b) After the Plinth Completion	10%
c) After 1 st Slab	8%
d) After 2 nd Slab	8%
e) After 3 rd Slab	8%
f) After 4 th Slab	8%
g) After 5 th Slab	8%
h) After 6 th Slab	8%
i) After 7 th Slab	8%
j) After 8 th Slab	8%
k) After Completion of brick work	4%
l) After Completion of Internal Plaster	3%
m) After Completion of Outer Plaster	3%
n) After Completion of Flooring Work	2%
o) After Completion of Color and electric Work	2%
p) At the time of possession or getting completion certificate, which first come	2%

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENT** - The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **INTEREST ON UNPAID DUE AMOUNT** - Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the allottee shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the allottee to the promoter till the date of actual payment, provided

01.01.2018
2496
C-80



[9]

that tender of the principal amounts and interest or tender of the interest expenses thereof shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee from time to time or on completion of the said project / apartment, and the allottee has agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/ PLANNING AUTHORITY - 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 State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter 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.

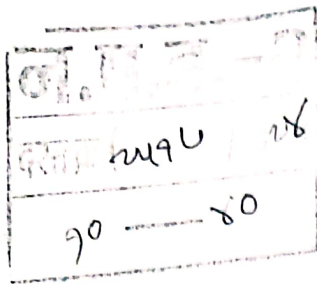
Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, payable under this agreement to the promoters.

Howsoever for the purpose of defect liability towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises/building/ phase/wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of he purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to 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 installment and other dues payable by him /her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE - The promoter has made full and true disclosure of the title of the said land as well as encumbrance, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the allottee/nature of its right, title and interest or right to construct building/s and also give inspection of all documents to the allottees, as required by the law. The allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into this agreement.

8. SPECIFICATIONS AND AMENITIES - The specifications and amenities of the apartment to be provided by the promoter in the said project and the said apartment are those that are set out in Schedule hereto. Common amenities for the project on the said land are stated in the schedule annexed hereto. In the project multi storied high rise building /wings are under construction and considering to maintain the stability of the building and internal structures, herein specifically informed by its consultants not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as



civil, electrical, plumbing, etc. shall not be allowed during construction as well as anytime thereafter.

9. **TIME ESSENCE** - If the Promoter fails to abide by the time schedule for completing the project and handing over the Plot 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.

10. **TERMINATION OF AGREEMENT** - Without prejudice to the right of Promoters to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the email address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

11. **POSSESSION OF APARTMENT** - The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of-

- i. Non-availability of sand, steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and/or other public Competent Authority or any Decree/Order of any Court/Tribunal/Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.
- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.

07.
2496
9C 80



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

PURCHASERS NAME AND ADDRESS:-

- 1) **MR. ANANT ARUN KSHIRSAGAR**
Age - 36 yrs., Occ. - Service,
PAN No. BIWPK4888F
AADHAR No. 7788 8913 4642
MOB NO.9764560215
- 2) **MRS. CHAITALI ANANT KSHIRSAGAR**
Age - 32 yrs., Occ. - House Wife
PAN No. GPSPK9933K
AADHAR No. 4115 5900 7756
MOB NO.9923577036
Both R/O. Sambhaji Chauk, At.Post- Ozar (Mig),
Tal. Niphad, Dist. Nashik-422207

PROMOTERS NAME AND ADDRESS:-

- 1) **MR. ANIL RAMKRUSHNA BHAMBERE**
Age - 64 yrs., Occ. - Business and Agriculture,
PAN No. AEEPB7788L
AADHAR No. 7948 3402 4571
- 2) **MRS. VIDYA ANIL BHAMBERE**
Age - 55 yrs., Occ. - Business and Agriculture,
PAN No. AEMPB1199K
AADHAR No. 5355 5825 7482
Both r/o. Maa Bhuvaneshwari Complex,
Janardan Swami Nagar, Ozar (Mig),
Tal. Niphad, Dist. Nashik.

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.

34. **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.

35. **STAMP DUTY AND REGISTRATION** :- The charges towards stamp duty Registration fees, GST, MSEB Connection charges shall be borne by the vendor and one time maintenance amount of Rs. 40,000/- will be paid by Purchaser at the time of possession.

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

ग.प.स.-२
दस्तावेज २०१६
१०-४०



37. **GOVERNING LAW :-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.

38. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c) The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d) The car parking area shall not be enclosed under any circumstances.

39. If any of the members gives his premises on leave and license, he shall inform about the same to the Chairman/Committee member of the Apartment regarding his intention of leave and license and shall pay additional maintenance charges as per society/apartment rules to the apartment.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property bearing **Gat No. 2658/1/1, admeasuring 100.00.00 R Sq. Mtrs. (10000.00 Sq. Mtrs.)** situated at **Village Ozar Township, Tal. Niphad, Dist. Nashik** and within the limits of Sub-Registration Tal. Niphad and Registration Dist. Nashik bounded as follows:-

- | | | |
|---------------------|---|--------------|
| On or towards East | - | 12 mtr road |
| On or towards West | - | Gat No. 2656 |
| On or towards South | - | Gat No. 2657 |
| On or towards North | - | Gat No. 2659 |

SECOND SCHEDULE THE PROPERTY AGREED TO BE

TRANSFERRED

The property mentioned above in Schedule First there is project of "Kalpataru Baug" which is developed on total area adm. 10000 sq. mtrs. and out of that, the project of "KALPATARU BAUG PHASE-2", **Building No. 2** which is constructed on total area adm. 1753.92 sq. mtrs. and **Flat No. 605, area admeasuring 46.67 Sq. Mtrs. + Balcony area 4.52 Sq. Mtrs., totaling area adm. 51.19 sq. mtrs. carpet i.e. 550.80 sq. ft. on 6th Floor in Building-2, B-Wing of KALPATARU BAUG PHASE-2** and flat bounded as follows:

- | | | |
|---------------------|---|------------------|
| On or towards East | - | Side Margin |
| On or towards West | - | Passage And Duct |
| On or towards South | - | Side Margin |
| On or towards North | - | Flat No. 604 |

ANNEXURE

AMENITIES TO BE PROVIDED IN THE BUILDING AND FLAT

- Building will be RCC framed structure.
- External brick work 6" thick and internal 4" thick.