

S. M. Shelar

B.Sc.,LL.B., Advocate

Ravindra L.Gunjal

B.Com.,LL.B.,DLL.& LW Advocate

OFFICE : 8, Damodar Chambers, Near C.B.S.,
Kanherewadi, Nashik. Mob.9422259244.

9330 E1 2028

395/13306

पावती

Original/Duplicate

Friday, October 11, 2024

नोंदणी क्रं. :39म

2:03 PM

Regn.:39M

पावती क्रं.: 17168

दिनांक: 11/10/2024

गावाचे नाव: गगापुर

दस्तऐवजाचा अनुक्रमांक: नसन5-13306-2024

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: संगिता राजेश पंडीत

नोंदणी फी

रु. 26710.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकूण:

रु. 27510.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:22 PM ह्या वेळेस मिळेल.

सह. दुय्यम सुब. Registrar Nashik 5

नाशिक-५.

बाजार मुल्य: रु.2670050.4 /-

मोबदला रु.2671000/-

भरलेले मुद्रांक शुल्क : रु. 160300/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024111003194 दिनांक: 11/10/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.26710/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009610461202425E दिनांक: 11/10/2024

बँकेचे नाव व पत्ता:

Sangeet - Bendit

मूळ दस्तऐवज परत केला.



11/10/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 5

दस्त क्रमांक : 13306/2024

नोंदणी :

Regn:63m

गावाचे नाव : गंगापूर

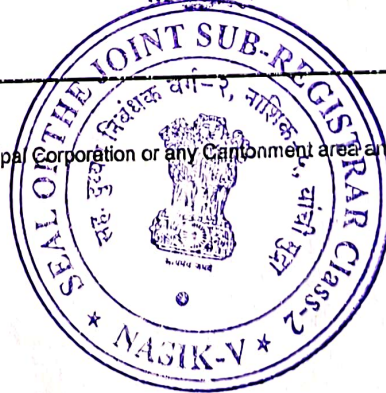
विक्री करारनामा	
(1) विलेखाचा प्रकार	2671000
(2) मोबदला	2670050.4
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मौजे गंगापूर येथील सव्हे नंबर 49/3 यांसी एकूण क्षेत्र 7650.00 चौ. मी. पैकी लिहून देणार यांचे स्वतंत्र मालकीचे क्षेत्र 585.00 चौ. मी. या मिळकतीवरील रिवेरा स्काय गार्डन या नावाचे इमारतीमधील सहाय्या मजल्यावरील फ्लॉट नं. 602 यांसी बांधीव क्षेत्र 74.530 चौ. मी. + बाल्कनी क्षेत्र 13.370 चौ. मी. हि मिळकत (Survey Number : 49/3 ;)
(5) क्षेत्रफळ	1) 74.530 चौ.मीटर
(6) आकारणी किंवा जुही देण्यात असेल तेव्हा.	1) नाव:-गोदावरी नानिकराम दंडवाणी यांचे तर्फे विशेष मुखत्यार रोहन घनश्याम दंडवाणी वय:-28; पत्ता:-प्लॉट नं: 2, माळा नं: ,, इमारतीचे नाव: ऍटो स्किम कंपाउंड, व्हाईट हाऊस बिल्डिंग जवळ, ब्लॉक नं: कॅनडा कॉर्नर,, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422002 पॅन नं:-AAPPD5097H
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	2) नाव:-दिपना जयकुमार दंडवाणी यांचे तर्फे विशेष मुखत्यार रोहन घनश्याम दंडवाणी वय:-28; पत्ता:-प्लॉट नं: प्लॉट नं. 2, माळा नं: ,, इमारतीचे नाव: ऍटो स्किम कंपाउंड, व्हाईट हाऊस बिल्डिंग जवळ, ब्लॉक नं: कॅनडा कॉर्नर,, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422002 पॅन नं:-AAQPD5890F
	3) नाव:-मनीषा घन:श्याम दंडवाणी यांचे तर्फे विशेष मुखत्यार रोहन घनश्याम दंडवाणी वय:-28; पत्ता:-प्लॉट नं: प्लॉट नं. 2,, माळा नं: ,, इमारतीचे नाव: ऍटो स्किम कंपाउंड, व्हाईट हाऊस बिल्डिंग जवळ, ब्लॉक नं: कॅनडा कॉर्नर,, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422002 पॅन नं:-AMGPD7382Q
	4) नाव:-ए आर कन्स्ट्रक्शन्स भागीदारी फर्म तर्फे भागीदार रोहित सुभाष गांधी वय:-29; पत्ता:-प्लॉट नं: ,, माळा नं: ,, इमारतीचे नाव: शांतीवन सोसायटी, ब्लॉक नं: जुना आर टी ओ रोड, टिळक कॉलनी, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422002 पॅन नं:-ABYFA2302G
	5) नाव:-ए आर कन्स्ट्रक्शन्स भागीदारी फर्म तर्फे भागीदार ऋषभ सुरेंद्र खाबीया वय:-30; पत्ता:-प्लॉट नं: ,, माळा नं: ,, इमारतीचे नाव: शांतीवन सोसायटी, ब्लॉक नं: जुना आर टी ओ रोड, टिळक कॉलनी, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422002 पॅन नं:-ABYFA2302G
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:-संगिता राजेश पंडीत वय:-40; पत्ता:-प्लॉट नं: 8, माळा नं: ,, इमारतीचे नाव: मंथन अव्हेनु, मुरलीधर नगर,, ब्लॉक नं: पायडी शिवार, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422009 पॅन नं:-CMIPP7175F
	2) नाव:-राजेश श्रीचंद्रिका पंडित वय:-41; पत्ता:-प्लॉट नं: 8, माळा नं: ,, इमारतीचे नाव: मंथन अव्हेनु, ब्लॉक नं: मुरलीधर नगर पायडी शिवार, रोड नं: नाशिक, महाराष्ट्र, शास्:ई.क्र. पिन कोड:-422009 पॅन नं:-APPPP0099G
(9) दस्तऐवज करून दिल्याचा दिनांक	11/10/2024
(10) दस्त नोंदणी केल्याचा दिनांक	11/10/2024
(11) अनुक्रमांक, खंड व पृष्ठ	13306/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	160300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	26710
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

नोंदणी नंतरची प्रथम
सूची क्र. 2 ची प्रत
सह. दुय्यम निबंधक वर्ग-२
नाशिक-५





नसम-५
 दस्त क्र. (9330E/2024)
 CHALLAN
 MTR Form Number-6
 80



N MH009610461202425E		BARCODE		Date 10/10/2024-18:47:58		Form ID 25.2	
Department Inspector General Of Registration				Payer Details			
Stamp Duty				TAX ID / TAN (If Any)			
Mode of Payment Registration Fee				PAN No.(If Applicable)		APPPP0099G	
Office Name NSK5_NASHIK 5 JOINT SUB REGISTRAR				Full Name		Rajesh Shrichabdrika Pandit	
Location NASHIK				Flat/Block No.		S.No.49/3	
Year 2024-2025 One Time				Premises/Building			
Account Head Details		Amount In Rs.		Road/Street		Flat No.602 Builtup area 74.530 sq.mtr Balcony area 13.370 Sq.mtr.	
30046401 Stamp Duty		160300.00		Area/Locality		Gangapur	
30063301 Registration Fee		26710.00		Town/City/District			
				PIN		4 2 2 0 1 2	
				Remarks (If Any)			
				PAN2=ABYFA2302G~SecondPartyName=A R Constructions a partnership firm~CA=2671000~Marketval=2670500			
				Amount In		One Lakh Eighty Seven Thousand Ten Rupees Only	
Total		1,87,010.00		Words			
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No. 02300042024101091591 242841661714	
Cheque/DD No.				Bank Date		RBI Date 10/10/2024-18:48:59 Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

N 1024111003194	Date 11/10/2024
Received from self, Mobile number 9422259244, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office int S.R. Nashik 5 of the District Nashik.	

Payment Details

Bank Name MAHB	Date 11/10/2024
Bank CIN 004152024101102989	REF No. 006941076

Mobile No. : 9422259244
 Registered document.

II दस्तावेजाची सदर चलन लागू

Rajesh Bhoir
 Sanjayk-Pandit

Rohard

Pandit

Print Date 10-10-2024 06:50:06

Signature

नसिन-५
दस्त क्र. (9330E / 2024)
२ - ४०



R.R.Zone No. :12.5

Flat Rate : 28,930/-Per Sq.mtr.(Sixth floor 5 % Add) 30377/- Per Sq.mtr.

Builtup area of Flat: **74.530** Sq.M.+ Balcony area **13.370** SqM.

Government Valuation Rs.26,70,500/-

Consideration : Rs. 26,71,000/-

Stamp Of Rs. 1,60,300/-

Registration fee Rs.26,710/-

Agreement For Sale

This Agreement for Sale is made at Nashik this 11 th day of October in the Christen year Two Thousand and Twenty Four (2024).

BETWEEN

1. **Smt. Godawari Nanikram Dandwani**, Age-71 years,
PAN.: HHPPD5097H
 2. **Smt. Deepna Jaykumar Dandwani**, Age-53 years,
PAN.: HHQPD5890F
 3. **Smt. Manisha Ghanshyam Dandwani**, Age-50 years
PAN.: HNGPD7382Q
- All are R/o.CanadaCorner,Nashik-422002

Hereinafter referred to as "the Land Owners" {which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors-in-interest, executors administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the One Part.

AND

A.R Constructions, a Partnership Firm (PAN : **ABYFA2302G**)

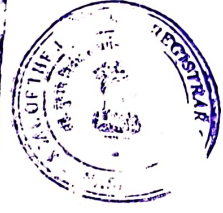
Office address: Flat No.6,Shantivan Society, Old RTO Road, Tilak Colony,
Nashik- 422002.

through its Partner's

1. **Mr. Rushabh Surendra Khabiya** Age-30 years, Occupation –Business
PAN : EMMPK2593C
2. **Mr. Rohit Subhash Gandhi** Age-29 Years, Occupation –Business
PAN No.BOBPG7463R

Having address: R/o. Flat No.6,Shantivan Society, Old RTO Road, Tilak Colony,
Nashik-422002.

नसम-५
दस्तावेज क्र. ६३३०६ (२०२४)
३ - ५०



Hereinafter referred to as "the Promoter/Developer" {which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors-in-interest, executors administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the Second Part.

AND

1. **Mrs. Sangeeta Rajesh Pandit**
Age- 40 years, Occupation-Service,
PAN: CMIPP7175F UID No.9586 6436 9385
2. **Mr. Rajesh Shrichandrika Pandit**
Age- 41 years, Occupation-Service,
PAN: APPPP0099G UID No.8952 9547 9946
having address at -Flat No.8, Manthan Avenue, Murlidhar Nagar, Near Changala
Chungala Hotel, Pathardi Shiwar, Nashik-422009.

Hereinafter referred to as " the Allottee" {which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors-in-interest, executors administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the Other Part.

WHEREAS by Conveyance/sale deed dated 22/04/2013 the land owner have purchased N.A. property land area admeasuring 585.00 Sq.mtrs. out of total land area 7550.00 sq.mtrs .of land S.No.49/3 from Mr. Ritesh Dharampal Hanswani which is registered in the office of the Sub-Registrar, Nashik-4 at Sr.No. 4776/2013 on 22/04/2013. And accordingly, the names of the land owners are mutated into the record of rights of S.No.49/3 for purchased area 585.00 sq.mtrs. in ownership column vide mutation entry No.18772.

WHEREAS the original land owner of Mr. Ritesh Dharampal Hanswani has converted land area admeasuring 36200.00 sq.mtrs.of land S.No.49/3 for Non Agricultural use vide order No. No.Maha/Kaksha/3/4/Bi.She.pra.kra /418/ 2011 dated 18/01/2012 of the Collector of Nashik.

AND WHEREAS the land owners are the absolute and exclusive owner of N.A. land area admeasuring 585.00 sq.mtrs. out of S.No.49/3, situated at Village Gangapur, Tal.& Dist. Nashik, which is more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

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दस्ता क्र. (१३३०६/२०२४)
४०



AND WHEREAS the land owners Smt. Godawari Nanikram Dandwani, Deepna Jaykumar Dandwani and Manisha Ghanshyam Dandwani have intending to develop said land admeasuring area 585.00 sq.mtrs. out of S.No.49/3 and made, executed & registered Development Agreement infavour of the Promoter/developer A R constructions a partnership firm through partners Mr. Ankit Ravindra Patil, Mr. Rohit Subhash Gandhi and Mr. Rushabh Surendra Khabiya on 02/02/2023, which is registered at the Office of Sub-Registrar, Nashik-5 at Sr.No.1412/2023. And as per the terms & conditions of development Agreement which are made and agreed between them, 39% constructed areas given in the share of land owners and 61% constructed areas given in the share of the Developer/Promoters in the building to be constructed on said property.

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

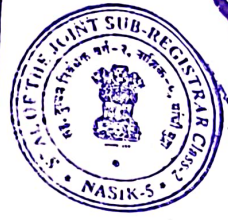
AND WHEREAS the land owner and the Promoter is in possession of the said project N.A. land area admeasuring 585.00 sq.mtrs out of S.No.49/3 situated at Village Gangapur, Tal.& Dist.Nashik and also within the limit of Nashik Municipal Corporation, Nashik.

AND WHEREAS the Promoter has proposed to construct on the said project land by name and style **Rivera Sky Garden** having ground floor parking and First to Seven typical floor residential flat units on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

AND WHEREAS the Allottee is offered an Apartment bearing **Flat No. 602** on the **Sixth floor** in building having Carpet area 44.480 Sq.M.+ Exclusive right to use Balcony 14.04 SqM. (herein after referred to as the said "Apartment") in the Building called **Rivera Sky Garden** (herein after referred to as the said "Building") being constructed in the building of the said project, by the Promoters.

AND WHEREAS the Promoters had entered into a standard agreement with its Consulting Engineer **Mr. Kiran P. Moge** who is registered with the Nashik Municipal Corporation and the Promoters had appointed **Mr. Sudarshan Anawade** as a structural engineer for the preparation of structural design and drawing of the said building. The Promoters accepts the professional supervision of the Architect/Consulting Engineer and the structural Engineer till the completion of the said building.

नसिन-६
दम क्र. (१३३०६ / २०२४)
५ — ४०



AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. **P51600050659** dated **21/04/2023** authenticated copy is attached in Annexure 'F';

AND WHEREAS by virtue of the ownership 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, 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 Architects /consulting Engineer **Mr. Kiran P. Moge** and Structural Engineer **Mr. Sudarshan Anawade** 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 the attorney at law or advocate 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 marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been 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 have been annexed hereto..

AND WHEREAS the Promoter has got some of 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 balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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दस्ता क्र. (१३३०६/२०२४)
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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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment bearing Flat No. 602 on the Sixth floor in building having Builtup area 74.530 Sq.Mtr.+ Exclusive right to use Balcony 13.370 SqMtr. in the Building called Rivera Sky Garden (herein after referred to as the said "Building").

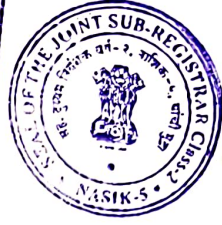
AND WHEREAS the built-up area of the said Apartment is 74.530 square meters and "Builtup area" means the net usable and common floor area of an apartment, including the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area 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.51,000/- (Rupees Fifty one thousand only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both 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 the represents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually

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Amount

Rs.51,000/-

Particulars

(Rupees Fifty one thousand only) paid by Cheque No.218047 drawn on Union Bank of India dated 10/10/2024.

Rs.51,000/- (Rupees Fifty one thousand only).

The Promoters admits to have received an **Rs.51,000/- (Rupees Fifty one thousand only)** as an advance or application fee, from the Allottee/ Purchaser ,**And** the Purchaser agrees to pay the remaining amount of consideration **Rs.26,20,000/- (Rupees Twenty Six twenty thousand only)** to the promoter/Vendors as per the stages of the construction of said flat and building.

The Allottee/Purchaser agrees and understand that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement.

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment/Flat.

1(d) 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.

1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter has proposed to construct on the said project land by name and style **Rivera Sky Garden** having Ground floor parking and First to Seventh floor residential flats on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment **Flat No. 602** on the **Sixth floor** in building having Builtup area **74.530 Sq.M.**+ Exclusive right to use Balcony **13.370 SqM.** in the Building called **Rivera Sky Garden** for the consideration of **Rs.26,71,000/- (Rupees Twenty six lakh seventy one thousand only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee flat bearing **Flat No. 602** on the **Sixth floor** in building having Builtup area **74.530 Sq.M.**+ Exclusive right to use Balcony **13.370 SqM.** (herein after referred to as the said "Apartment") in the Building called **Rivera Sky Garden** being constructed in the building of the said project, by the Promoters for the consideration of **Rs.26,71,000/- (Rupees Twenty six lakh seventy one thousand only)**.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs.51,000/- (Rupees Fifty one thousand only)** as advance payment or application fee in the following manner :-

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1(f) The Promoter shall confirm the final built-up area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) 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.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

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3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 585.00 square meters and Promoter has planned to utilize Floor Space Index of 5857.51 sq.mtrs. by availing of TDR & FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If 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 (subject to adjustment and recovery of any agreed liquidated

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damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31.12.2024. 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 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

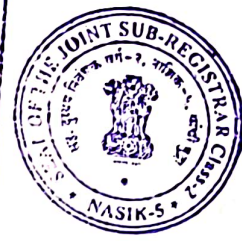
Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of -fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

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7.3 Failure of Allottee to take Possession of Apartment/Flat: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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 Apartment/flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/ /Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/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 Society or Limited Company 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 may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs.100/- for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.
- (ii) Rs. 10,000/-for formation and registration of the Society or Limited Company/ Federation/ Apex body.
- (iii) Rs.25,000/- For Deposit towards Water, Electric, and other utility and services connection charges.

11. The Allottee shall pay to the Promoter a sum of Rs. 100/- for meeting 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 Society, or Limited Company, or

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Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance .

12. **AND WHEREAS** The **VENDOR / PROMOTER** shall, within three months from the completion certificate from Nashik Municipal corporation , cause to transferred to the association all the right, title & the interest of the **VENDOR/ PROMOTER** and /or the owners in the said structure of the building or wing in which the said apartment is situated, provided that all the flat purchasers have paid their respective amount of consideration to the vendor.

13. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee s ' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

14. **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 or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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v. 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. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

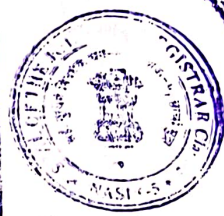
15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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- i. As per approved building plan entrance /access of the Rivera sky garden building from 18 M.wide D.P. road shown eastern side marginal space of Dj Riva meadows building ,hence maintenance about common access and common amenities to be given to the administrator of Dj Riva meadows building monthly or yearly as per the demand regularly.
- ii. The Allotte/Purchaser shall use parking areas will be strictly in Rivera sky garden premises and their guest should park there vehicle in Rivera sky garden premises only.
- iii. 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.
- iv. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- v. To carry out at his 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.
- vi. 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

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- the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- vii. 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.
- viii. 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.
- ix. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- x. 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.
- xii. 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.
- xiii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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.

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The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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.

xiv. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

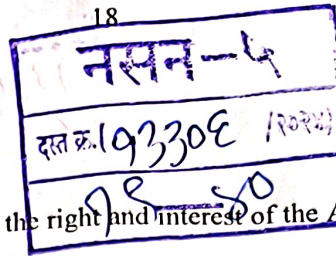
xv. Till a conveyance of the project land on which the building in which Apartments situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. 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 Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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 taken or agreed to take such [Apartment/Flat].

19. 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 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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

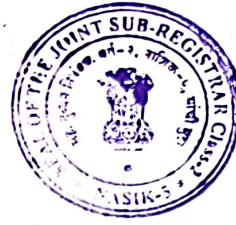
21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. 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

श्री १-६
दस्तावेज क्र. (9330E/2020)
20-20



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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

26. 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.

27. 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:

Name of Allottee

नसम-६
सत क्र. (१३३० ए / २०२४)
२९-८०



1. Mrs. Sangeeta Rajesh Pandit
 2. Mr. Rajesh Shrichandrika Pandit
- having address at -Flat No.8, Manthan Avenue, Murlidhar Nagar, Near Changala
Chungala Hotel, Pathardi Shiwar, Nashik-422009

AR Constructions, a partnership firm through its partners

1. Mr. Ankit Ravindra Patil,
2. Mr. Rohit Subhash Gandhi
3. Mr. Rushabh Surendra Khabiya

R/o. Flat No.6, Shantivan Socceity, Old RTO Road, Tilak Colony, Nashik-422002.

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.

28. 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 serve done all the Allottees.

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

30. Dispute Resolution :- Any dispute between 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, there under.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

नसम-६
दस्ता क्र. १३३० ए / २०२४
२९-८०



1. Mrs. Sangeeta Rajesh Pandit
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- having address at - Flat No.8, Manthan Avenue, Murlidhar Nagar, Near Changala
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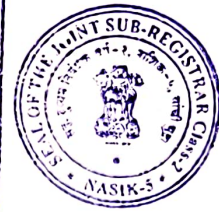
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दस्ता क्र. 9330E / 2028
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First Schedule Above Referred to

ALL THAT piece and parcel of land area admeasuring 585.00 Sq.mtrs.out of total area 7650.00 sq.mtrs.out of S.No.49/3 situated at Village Gangapur, Tal.& Dist.Nashik, within the limits of Nashik Municipal Corporation, Nashik and within the registration district and sub district of Nashik, and which is bounded as follows-

- On or towards East : Adjoining S No.49/4
On or towards West : Remaining area of S No.49/3
On or towards South : Remaining area of S No.49/3 D J Riva
Meadow Apt and approach road area
On or towards North : Adjoining S No.47.

Second Schedule Above Referred to

All THAT PIECE AND PARCEL OF Constructed Flat/Apartment bearing Flat No. 602 on the **Sixth floor** in building having Builtup area **74.530** Sq.M.+ Exclusive right to use Balcony **13.370** SqM. in the Building called **Rivera Sky Garden** to be constructed on the property as mentioned in the first schedule, along with right to use utilize and enjoy common areas and facilities and bounded as per approved building plan :-

- On or towards East - Marginal Space
On or towards West - Flat No.603
On or towards South - Marginal Space
On or towards North - Duct/passage, lift and part of flat no.601
Along with all easements, here ditaments and other annexed rights.

THIRD SCHEDULE

GENERAL :

- M-20 Grade of Concrete.
- MS/ HYSD/ TMT 500 steel.
- Seismic resistant RCC structure.
- External wall - 6" thick
- Internal wall - 4" thick
- External plaster - sand face
- Internal plaster - Neeru finished

Internal :

- Vitrified flooring 2 x 2 with 3" high skirting in entire flat
- Ceramic flooring in toilets, terrace, dry balcony
- Three track powder coated sliding window with mosquito net
- M.S. safety grill for windows
- Marble / Granite kitchen platform with stainless steel sink
- Designer glazed tile dado above marble / granite cooking platform
- Branded quality conceal plumbing

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First Schedule Above Referred to

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 On or towards West - Flat No.603
 On or towards South - Marginal Space
 On or towards North - Duct/passage, lift and part of flat no.601
 Along with all easements, here ditaments and other annexed rights.

THIRD SCHEDULE

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- Seismic resistant RCC structure.
- External wall - 6" thick
- Internal wall - 4" thick
- External plaster - sand face
- Internal plaster - Neeru finished

Internal :

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- Ceramic flooring in toilets, terrace, dry balcony
- Three track powder coated sliding window with mosquito net
- M.S. safety grill for windows
- Marble / Granite kitchen platform with stainless steel sink
- Designer glazed tile dado above marble / granite cooking platform
- Branded quality conceal plumbing

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दस्ता क्र. 14330E / 2028
23-08



- Single lever branded toilet / bath fittings
- Branded sanitary ware and wash basins
- Concealed electrification in branded wire make.
- modular switches
- MCB for each flat
- TV & cable point in living room
- Externally acrylic base water proof paint
- Internally oil bound distemper

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee:

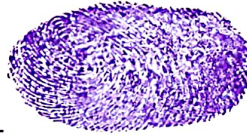
Sangeeta Pandit



1. Mrs. Sangeeta Rajesh Pandit



Rajesh Pandit



2. Mr. Rajesh Shrichandrika Pandit



SIGNED AND DELIVERED BY THE WITHIN NAMED
Land Owner:

गोदावरी मा. दंडवणी



1. Godawari Nanikram Dandwani

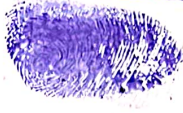


23 दस्ता क्र. (9330E/2028)

26-08



Dandwani



2. Deepna Jaykumar Dandwani

Manisha Ghanshyam Dandwani



3. Manisha Ghanshyam Dandwani

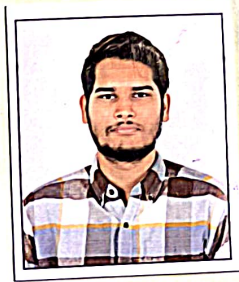
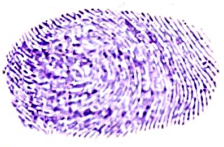
SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Developer:

AR Constructions a partnership firm

Partner

Rushabh



1. Mr. Rushabh Surendra Khabiya

Rohit



2. Mr. Rohit Subhash Gandhi

WITNESSES:

Name Alay Shinde

Alay Shinde

Name Sanjay K. Patil

Sanjay K. Patil



NASHIK MUNICIPAL CORPORATION

नसम-६
दस्तावेज क्र. 19330E / 2022
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NO:LND/BP/ B1/BP/93

DATE :- 31 / 08 / 2023

SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

TO, Mrs. Godavari Dandwani And Other Two Thro. G.P.A. Holder
M/s. A R Constructions Partnership Firm Thro. Partner Mr. Ankit R. Patil
And Other Two.

C/o. Ar. K. P. Moghe & Stru.Engg. Sudarshan Anawade Of Nashik.

Sub :- Sanction of Building Permission & Commencement Certificate on Plot No. ---- of S.No./G.No. 49/3 of Gangapur Shiwar, Nashik.

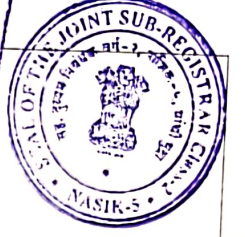
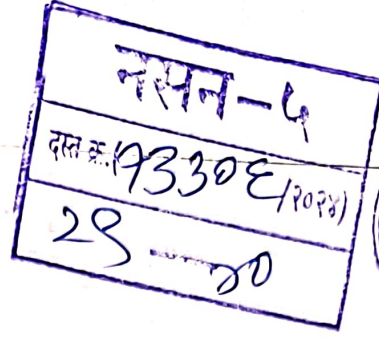
Ref :- 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:21/03/2023 Inward No.B1/BP/280.
1) Previous Approved building permission No. LND/BP/A4/580/2022 Dt:02/03/2022.

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 **Residential** Purpcse as per plan duly amended in subject to the following conditions.

CONDITIONS (1 to 49)

- 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 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 Coce 1966.].
- 7) 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.
- 8) 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.
- 9) 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.

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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 : P51600050659

Project: **Rivera Sky Garden** , Plot Bearing / CTS / Survey / Final Plot No.: **S. No. 49/3 of Gangapur Shiwar Nashikat Nashik (M Corp.), Nashik, Nashik, 422002;**

1. **A R Constructions** having its registered office / principal place of business at **Tehsil: Nashik, District: Nashik, Pin: 422002.**
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 (l) 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 **21/04/2023** and ending with **20/05/2026** 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.



Dated: 21/04/2023
Place: Mumbai















Signature valid
Digitally Signed by
Dr. Vasanti Premanand Prabhu
(Secretary, MahaRERA)
Date: 21-04-2023 18:04:36

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

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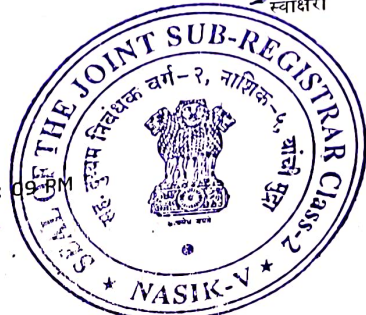
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	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	पक्षकाराचे नाव व पत्ता नाव:गोदावरी नानिकराम दंडवाणी यांचे तर्फे विशेष मुखत्यार रोहन घनश्याम दंडवाणी पत्ता:प्लॉट नं: .2, माळा नं: ., इमारतीचे नाव: एँटो स्किम कंपाउंड,व्हाईट हाऊस बिल्डिंग जवळ , ब्लॉक नं: कॅनडा कॉर्नर,, रोड नं: नाशिक, महाराष्ट्र, णास्:ईक. पॅन नंबर:AAPPD5097H	लिहून देणार वय :-28 स्वाक्षरी:- <i>Rohand</i>	 
2	नाव:दिपना जयकुमार दंडवाणी घनश्याम दंडवाणी पत्ता:प्लॉट नं: प्लॉट नं .2, माळा नं: ., इमारतीचे नाव: एँटो स्किम कंपाउंड,व्हाईट हाऊस बिल्डिंग जवळ , ब्लॉक नं: कॅनडा कॉर्नर, , रोड नं: नाशिक , महाराष्ट्र, णास्:ईक. पॅन नंबर:AAQPD5890F	लिहून देणार वय :-28 स्वाक्षरी:- <i>Rohand</i>	 
3	नाव:मनीषा घन:श्याम दंडवाणी घनश्याम दंडवाणी पत्ता:प्लॉट नं: प्लॉट नं .2,, माळा नं: ., इमारतीचे नाव: एँटो स्किम कंपाउंड,व्हाईट हाऊस बिल्डिंग जवळ , ब्लॉक नं: कॅनडा कॉर्नर, , रोड नं: नाशिक , महाराष्ट्र, णास्:ईक. पॅन नंबर:AMGPD7382Q	लिहून देणार वय :-28 स्वाक्षरी:- <i>Rohand</i>	 
4	नाव:ए आर कन्स्ट्रक्शन्स भागीदारी फर्म तर्फे भागीदार रोहित सुभाष गांधी पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: शांतीवन सोसायटी, ब्लॉक नं: जुना आर टी ओ रोड,टिळक कॉलनी , रोड नं: नाशिक, महाराष्ट्र, णास्:ईक. पॅन नंबर:ABYFA2302G	लिहून देणार वय :-29 स्वाक्षरी:- <i>Parthi</i>	 
5	नाव:ए आर कन्स्ट्रक्शन्स भागीदारी फर्म तर्फे भागीदार ऋषभ सुरेंद्र खावीया पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: शांतीवन सोसायटी, ब्लॉक नं: जुना आर टी ओ रोड,टिळक कॉलनी , रोड नं: नाशिक, महाराष्ट्र, णास्:ईक. पॅन नंबर:ABYFA2302G	लिहून देणार वय :-30 स्वाक्षरी:- <i>Rishabh</i>	 
6	नाव:संगिता राजेश पंडीत पत्ता:प्लॉट नं: 8, माळा नं: ., इमारतीचे नाव: मंथन अव्हेतु, मुरलीधर नगर ,, ब्लॉक नं: पाथर्डी शिवार , रोड नं: नाशिक , महाराष्ट्र, णास्:ईक. पॅन नंबर:CMIPP7175F	लिहून देणार वय :-40 स्वाक्षरी:- <i>Sangeetha Pambol</i>	 
7	नाव:राजेश श्रीचंद्रिका पंडित पत्ता:प्लॉट नं: 8, माळा नं: ., इमारतीचे नाव: मंथन अव्हेतु, ब्लॉक नं: मुरलीधर नगर पाथर्डी शिवार , रोड नं: नाशिक, महाराष्ट्र, णास्:ईक. पॅन नंबर:APPPP0099G	लिहून देणार वय :-41 स्वाक्षरी:- <i>Rajesh Pambol</i>	 

दस्तऐवज करून देणार तथाकथित विक्री करारनामा चा दस्त एवज करून दिल्याचे कबुल करतात.
क्र.3 ची वेळ: 11 / 10 / 2024 02 : 06 : 46 PM

दुय्यम निबंधक वर्ग-२
नाशिक-५.

	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:वकील मयुर कुमारपाल चोपडा वय:29 पत्ता:दामोदर चेंबर कान्हेरेवाडी नाशिक पिन कोड:422001	स्वाक्षरी <i>M. K.</i> 	



क्र.4 ची वेळ: 11 / 10 / 2024 02 : 07 : 09 PM

दुय्यम निबंधक वर्ग-२
नाशिक-५.

Joint Sub Registrar Nashik 5