

340/11943

Thursday, December 05, 2024

5:38 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 14732

दिनांक: 05/12/2024

गावाचे नाव: अंबड (खुर्द)

दस्तऐवजाचा अनुक्रमांक: नसन3-11943-2024

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: दिलीप शिवमुर्ती बोंदर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण:

रु. 31000.00

सह. दुय्यम नोंदणी अधिकारी, नाशिक-३

नाशिक-३.

बाजार मुल्य: रु.3699000 /-

मोवदला रु.4446000/-

भरलेले मुद्रांक शुल्क : रु. 266800/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224055607390 दिनांक: 05/12/2024

वँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012081199202425E दिनांक: 05/12/2024

वँकेचे नाव व पत्ता:



मुळ दस्त परत केला,  
स सही घेतली.



05/12/2024

सूची क्र.2

दुय्यम निबंधक : मह.दु.नि. नाशिक 3

दस्न क्रमांक : 11943/2024

नोंदणी :

Regn:63m

गावाचे नाव : अंबड (खुर्द)

(1)विनिष्ठाचा प्रकार	अॅग्रीमेंट टू मेल
(2)मोबदला	4446000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3699000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(अमल्ल्याम)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे अंबड खुर्द यांमी गट नं 222/अ/1 पैकी प्लॉट नं 28 यांमी क्षेत्र 480.00 चौ मी. मिळकतीवरील कल्पतरू हार्ड्टम या इमारतीतील सातव्या मजल्यावरील फ्लॅट नं 703 यांमी कार्पेट क्षेत्र 63.34 चौ. मी. एरिया ऑफ अटॅचड बाल्कनी 23.92 चौ. मी. हि मिळकत ( ( Survey Number : 222/अ/1 ; Plot Number : 28 ; ) )
(5) क्षेत्रफळ	1) 63.34 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्नगेवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्ल्याम,प्रतिवादिचे नाव व पत्ता.	1): नाव:-द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार अतुल मुधाकर अडावदकर व मुधाकर केशव मोनार हे स्वतःकरिता व इतर तर्फे वि.मु. वय:-67; पत्ता:-प्लॉट नं: फ्लॅट न 4 , माळा नं: -, इमारतीचे नाव: विशाखा अपार्टमेंट , ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक , रोड नं: -, महाराष्ट्र, णाम्:ई.क. पिन कोड:-422005 पॅन नं:-AAKFD3145R 2): नाव:-द्वारकेश कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार पेश्वर्या चंद्रकांत वाघ तर्फे वि.मु. चंद्रकांत ढवळू वाघ वय:-62; पत्ता:-प्लॉट नं: फ्लॅट न 4, माळा नं: -, इमारतीचे नाव: विशाखा अपार्टमेंट, ब्लॉक नं: वसंत मार्केट समोर कॅनडा कॉर्नर नाशिक , रोड नं: -, महाराष्ट्र, णाम्:ई.क. पिन कोड:-422005 पॅन नं:-AAKFD3145R
(8)दस्नगेवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्ल्याम,प्रतिवादिचे नाव व पत्ता	1): नाव:-दिनीप शिवमुर्ती बोंदर वय:-43; पत्ता:-प्लॉट नं: फ्लॅट न 13 , माळा नं: -, इमारतीचे नाव: माधव रेमिडेन्सी , ब्लॉक नं: वनधी कॉलनी अंबड शिवार नाशिक , रोड नं: अंबड तिक रोड , महाराष्ट्र, णाम्:ई.क. पिन कोड:-422010 पॅन नं:-BCSPB9954R 2): नाव:-सुरेखा दिलीप बोंदर वय:-37; पत्ता:-प्लॉट नं: फ्लॅट न 13 , माळा नं: -, इमारतीचे नाव: माधव रेमिडेन्सी , ब्लॉक नं: वनधी कॉलनी अंबड शिवार नाशिक , रोड नं: अंबड तिक रोड , महाराष्ट्र, णाम्:ई.क. पिन कोड:-422010 पॅन नं:-CAMPB8010P
(9) दस्नगेवज करून दिल्याचा दिनांक	05/12/2024
(10)दस्न नोंदणी केल्याचा दिनांक	05/12/2024
(11)अनुक्रमांक,खंड व पृष्ठ	11943/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	266800
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



सुधी क्र.11  
नोंदणी नंतरली प्रथम प्रत  
सगणविविय अभिलेखातील प्रत  
अरस्तल बरहुकुम नवकल

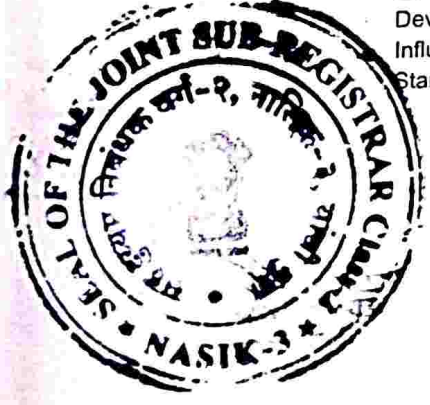
तह. दुय्यम निबंधक वर्ग-२

नाशिक-३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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







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✓ - - - ✓



Section no. 4.2

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

Rate 38,535/-Per Sq. mtrs

Market Valuation Rs. : 36,99,000/-

Consideration Rs. : 44,46,000/-

Stamp Rs. : 2,66,800/-

Registration Fees : 30,000/-

### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 05 th DAY OF DECEMBER IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY FOUR.

#### BETWEEN

1. **DWARKESH CONSTRUCTIONS ,**

A Partnership Firm

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

Pan - AAKFD 3145 R

Through It's Partners

A. **SHRI. ATUL SUDHAKAR ADAVADKAR**

Age :- 37 , Occ. :- Business

B. **SHRI. SUDHAKAR KESHAV SONAR**

Age :- 67 , Occ. :- Business

C. **AISHWARYA CHANDRAKANT WAGH**

Age :- 32 Occ. :- Business

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

#### AND

1. **MR.DILIP SHIVMURTI BONDAR**

Age:- 43 Years, Occ. : Service

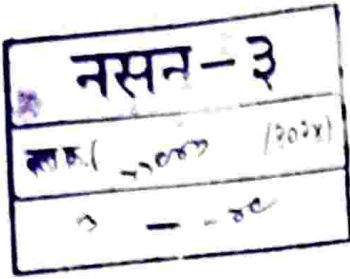
Pan – BCSPB 9954 R

2. **MRS.SUREKHA DILIP BONDAR**

Age:- 37 Years, Occ. : Housewife

Pan – CAMPB 8010 P

Both R/at :- Flat no. 13, Madhav Residency ,Vanashri colony ,ambad link road ,Ambad shivar ,Nashik -422010.



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

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

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

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

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

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

AND WHEREAS the party of the first part had prepared building plan for **Plot no. 28** which was approved by **Nashik Municipal Corporation** vide their **Commencement Certificate no. LND /BP / B2/543 /2022** dated **02/02/2022**



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दस्तावेज नं. १०८७ (२०२१)
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and said building plan was revised & was approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND/BP/B2/257/2022 dated- 01/11/2022.

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

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

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

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

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

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

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

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

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

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

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

AND WHEREAS the Allottee is offered an Apartment bearing **Flat No.703 on the Seventh floor**, (herein after referred to as the said "Apartment") the building called "**KALPATARU HEIGHTS**" herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

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

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

AND WHEREAS by virtue of the Sale Deed, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the



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Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Engineer & Structural Engineer namely Ravi Amrutkar and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

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

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

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Flat No.703 on Seventh floor** in building being constructed in the said Project land;

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

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;



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AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. 4,46,000/- (Rupees In word Four Lakh Forty Six Thousand only)** being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s, ( as advance payment or Application Fee) (the payment and receipt whereof the Promoter doth heroby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

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

AND WHEREAS under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

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

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

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

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

- (i) **Apartment Flat No. 703**
- (ii) **On Seventh floor**

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C. — ४८



(iii) Rera Carpet area of Flat admeasuring 63.34 sq. meters.

(iv) Area of balcony attached to Flat admeasuring 23.92 sq.mtrs.

( hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for a lump sum consideration of **Rs.44,46,000/- (Rupees In word Forty Four Lakh Forty Six Thousand only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The said Payment of Consideration amount have been taken in the name of Dwarkesh Constructions Partnership Firm.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs. 4,46,000/- (Rupees In word Four Lakh Forty Six Thousand only )** as advance payment / part payment of consideration as mentioned below :-

Amount	Particulars
1. 2,00,000/-	(In words Rupees Two Lakh only) paid by cheque no.273959 dated 26/11/2024 drawn on Bank Of Maharashtra.
2. 2,46,000/-	(In words Rupees Two Lakh Forty Six Thousand only) paid by cheque no. 273960 dated 05/01/2025 drawn on Bank Of Maharashtra.
<b>Total Rs. 4,46,000/-</b>	<b>(Rupees In word Four Lakh Forty Six Thousand only )</b>

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

**1.( C ) PAYMENT PLAN**

	Amount Rupees
On or Before execution of this agreement	10.00%
On completion of the Plinth of the building	35.00%
On Completion of 2 <sup>nd</sup> floor Slab	8.00%
On Completion of 4 <sup>th</sup> floor Slab	8.00%
On Completion of 6 <sup>th</sup> floor Slab	8.00%
On Completion of Terrace Slab	9.00%
On Completion of walls of the said flat / shop	6.00%
On Completion of Plaster of the said flat / shop	6.00%



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On completion of floorings of the said flat / shop  
 At the time of handing over of the possession of the flat / shop  
 to the allottee on or after receipt of completion certificate,  
 whichever is earlier

5.00%  
 5.00%

**Grand Total**

**100.00%**

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

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

1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 11 %.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent

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The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties etc, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimbursed) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he/she/they pay/ s such amount of service tax.

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



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Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

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

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

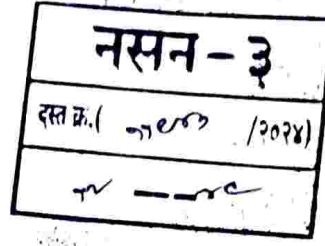
(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in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

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

(c) A Apartment Condominium shall be formed.

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

(e) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,



4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, excluding the amount of GST paid to the Government, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid, the Allottee shall not be entitled to claim/demand any interest and/or compensation from the Promoter. The Promoter is not at all liable to refund any amount paid to the Government for and on behalf of the Allottee under what so ever head.

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

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



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6. The Promoter shall give possession of the said Apartment to the Allottee on or before 30/06/2025 If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its/ his control and of its/his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him / it ,in respect of the said Apartment, with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

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

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

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

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

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

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s



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

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

**SCHEDULE- A**

**(THE SAID PROPERTY REFERRED TO ABOVE )**

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

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

**SCHEDULE- B**

**(OF THE SAID PREMISES REFERRED TO ABOVE)**

The premises of **Flat No. 703** in "**KALPATARU HEIGHTS** " on the **Seventh floor** in "**KALPATARU HEIGHTS** " having **Rera Carpet area of Flat admeasuring 63.34 sq. meters** area of balcony attached to Flat admeasuring **23.92 sq. mtrs.** approximately which is bounded as shown below:-

- On or towards East : By Marginal Space
- On or towards West : By Flat No.702 and marginal space
- On or towards South : By Lobby, Lift & Flat no 702
- On or towards North : By Marginal Space

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

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

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**SPECIFICATIONS AND COMMON AMENITIES FOR THE APARTMENT**

**1. STRUCTURE:-**

- RCC frame structure

**2. INTERNAL/EXTERNAL:**

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

**3. FLOORING:-**

- Vitrified tiles 2 x 2 flooring in all rooms.

**4. KITCHEN:-**

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

**5. ELECTRIFICATION:-**

- Conceal wiring with adequate electrical points along with Normal switches

**6. DOORS AND WINDOWS:-**

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

**7. BATHROOM/TOILET:-**

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

**8. Parking :-**

- Reserve Parking will be provided in front of Shop for Shop Holder
- Allotted Parking will be provided to 2 BHK Flat Holders

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



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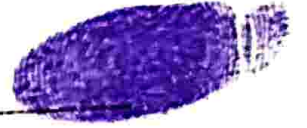


SIGNED AND DELIVERED BY THE  
WITHIN NAMED THE PROMOTER, BUILDER

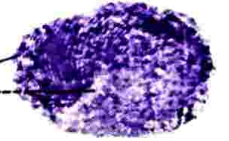
1. DWARKESH CONSTRUCTIONS,  
A PARTNERSHIP FIRM

Through It's Partners

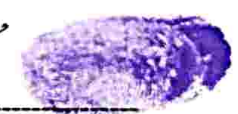
- A. SHRI. ATUL SUDHAKAR ADAVADKAR



- B. SHRI. SUDHAKAR KESHAV SONAR



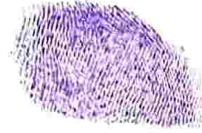
- C. AISHWARYA CHANDRAKANT WAGH  
PROMOTER



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1. SIGNED SEALED & DELIVERED BY  
THE WITHIN NAMED ALLOTTEE  
MR.DILIP SHIVMURTI BONDAR



*[Handwritten signature of Mr. Dilip Shivmurti Bondar]*



2. MRS.SUREKHA DILIP BONDAR  
ALLOTTEE

*[Handwritten signature of Mrs. Surekha Dilip Bondar]*

IN THE PRESENCE OF

WITNESSES

1. *[Handwritten signature]*  
Omkar Dilip Bondar

2. *[Handwritten signature]*  
Nilima Chavhan

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SCHEDULE ' C'

FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

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

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