



NASHIK MUNICIPAL CORPORATION

NO:LND/BP/C4/477/2022

DATE :- 24/03/2022

SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

**TO, Mr. Deepak M. Pardeshi Through G.P.A. Holder Landmark Infra Through
Partner Mr. Pramod K. Agrawal & Other One.**
C/o. Ar. Darshana Agrawal & Stru.Engg. Sudharshan Anawade Of Nashik.

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No. 01 of S.No./G.No. 58/7/8 of Dasak Shiwar, Nashik.

Ref -: 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:04/05/2021 Inward No.C4/BP/141.
2) Final Layout No. LND/WS/21/409 Dt:30/06/1994

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

CONDITIONS (1 to 44)

- 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 Code 1966.].
- 7) The balconies, ottas & varandas 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.
- 10) Proper arrangement for disposal imperial water all be made as per site requirements without disturbancy natural gradient of the land facing to this conditions if any incident happens, the whole responsibility will be on the applicant /developers
- 11) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.

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Scanning
Clear

V.B.TIWARI
10, First Floor,
Jaldhara Comm. Complex,
Bytco Point, Nashik Road - 422 101
Mob. 7385363142

:- AGREEMENT FOR SALE :-
SHIV ORCHID APARTMENT
Flat No. 101, First floor

निवासी
Receipt (pavti)

105/7725

Monday, July 17, 2023

10:18 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9390 दिनांक: 17/07/2023

गावाचे नाव: दसक

दस्तऐवजाचा अनुक्रमांक: नसन2-7725-2023

दस्तऐवजाचा प्रकार: विक्री करारनामा

सादर करणाऱ्याचे नाव: सोनाली लोकेश कामडे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 920.00

पृष्ठांची संख्या: 46

एकूण:

रु. 30920.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
10:37 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik 2
सह. देयक निबंधक वर्ग-२
नाशिक-२.

वाजार मूल्य: रु. 29000000/-

मोबदला रु. 3400000/-

भरलेले मुद्रांक शुल्क: रु. 204000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 920/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1607202300740 दिनांक: 17/07/2023

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005259549202324E दिनांक: 17/07/2023

वँकेचे नाव व पत्ता:

Jones

दस्त परत मिळाला



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 2

17/07/2023

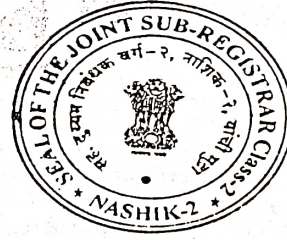
दस्त क्रमांक : 7725/2023

नोंदणी :

Regn:63m

गावाचे नाव : दसक

(1) विलेखाचा प्रकार	विक्री करारनामा
(2) मोबदला	3400000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2900000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: मीजे दसक येथील सव्हे नंबर 58/7/8 मधील प्लॉट नंबर 01 यांसी क्षेत्र 500.00 चौ. मी. पैकी मनपा नाशिक यांनी रत्ता रुदीकरणासाठी कमी केलेले क्षेत्र 18.75 चौ.मीटर वजा जाता शिल्लक राहिलेले उर्वरित क्षेत्र 481.25 चौ. मी. + मीजे नाशिक, येथील सव्हे नंबर 750+751+755/1, डीआरसी क्र. 773 मधील टी.डी.आर. क्षेत्र 40.13 चौ.मी. यावरील शिव ऑर्किड अपार्टमेंट मधील पहिल्या मजल्यावरील फ्लॅट नंबर 101 (एकशे एक) यांसी एकुण कार्पेट क्षेत्र 79.84 चौ. मीटर ((Survey Number : 58/7/8/प्लॉट/01 ;))
(5) क्षेत्रफळ	1) 79.84 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-दिपक मोहन परदेशी तर्फे बिल्डर्स डेव्हलपर्स व ज. सु. म्हणुन लॅन्डमार्क इन्फ्रा तर्फे भागीदार प्रमोद केदारनाथ अग्रवाल तर्फे स्पे.सु. म्हणुन विजय भिकाप्रसाद तिवारी वय:-56; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं: 2 किसन सोसायटी जुना सायखेडा रोड जेलरोड नाशिक रोड, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, णास:ईक्र. पिन कोड:-422101 पॅन नं:-AAFFL7319E 2): नाव:-दिपक मोहन परदेशी तर्फे बिल्डर्स डेव्हलपर्स व ज. सु. म्हणुन लॅन्डमार्क इन्फ्रा तर्फे भागीदार देवाशिय विजय अग्रवाल तर्फे स्पे.सु. म्हणुन विजय भिकाप्रसाद तिवारी वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं: 2 किसन सोसायटी जुना सायखेडा रोड जेलरोड नाशिक रोड, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, णास:ईक्र. पिन कोड:-422101 पॅन नं:-AAFFL7319E
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-सोनाली लोकेश कामडे वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट नं 12 एकदंत रेसिडेन्सी सिद्धेश्वर नगर सायखेडा रोड दसक जेलरोड नाशिक रोड, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, णास:ईक्र. पिन कोड:-422101 पॅन नं:-ANHPT8635Q
(9) दस्तऐवज करून दिल्याचा दिनांक	16/07/2023
(10) दस्त नोंदणी केल्याचा दिनांक	17/07/2023
(11) अनुक्रमांक, खंड व पृष्ठ	7725/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	204000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



सह. दुय्यम निबंधक वर्ग-२
नाशिक-२.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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



CHALLAN
MTR Form Number-6



GRN	MH005259549202324E	BARCODE	[Barcode]		Date	15/07/2023-19:51:21	Form ID	25.2	
Department Inspector General Of Registration				Payer Details					
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)					
				PAN No.(If Applicable)					
Office Name NSK2_NASHIK 2 JOINT SUB REGISTRAR				Full Name	MR SONALI LOKESH KAMDE				
Location NASHIK				Flat/Block No.	S.NO. 58/7/8/PLOT/1 DASAK SHIVAR				
Year 2023-2024 One Time				Premises/Building					
Account Head Details			Amount In Rs.	Road/Street	SHIV ORCHID APARTMENT FIRST FLOOR FLAT NO. 101 CARPET AREA - 79.84 SQ.MET				
0030046401 Stamp Duty			204000.00	Area/Locality	NASHIK ROAD				
0030063301 Registration Fee			30000.00	Town/City/District					
				PIN	4	2	2	1 0 1	
				Remarks (If Any)	SecondPartyName=LANDMARK INFRA THROUGH PARTNER MR PRAMOD KEDARNATH AGARWAL-				
				Amount In	Two Lakh Thirty Four Thousand Rupees Only				
Total				2,34,000.00	Words				
Payment Details UNION BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN	Ref. No.	02901792023071526879	518832633		
Cheque/DD No.				Bank Date	RBI Date	15/07/2023-19:52:40	Not Verified with RBI		
Name of Bank				Bank-Branch		UNION BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Mobile No. : 7385363142

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दुर्यग निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

नसम-२
दस्ता क्र. (७७२५/२०२३)
१ - ४४



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1607202300740 Date 16/07/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.920/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R.Nashik 2 of the District Nashik.

Payment Details

Bank Name	SBIN	Date	16/07/2023
Bank CIN	10004152023071600688	REF No.	319752402280

This is computer generated receipt, hence no signature is required.

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१६/०७/२०२३



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१६/०७/२०२३



Zone No. 10.5

Valuation Rs. 29,500/- Sq:Mtrs

Govt. Valuation Rs. 29,00,000/-

Consideration Valuation Rs. 34,00,000/- Stamp

Registration Fee Rs. 30,000/-

Rs. 2,04,000/-

ISHREE SWAMI SAMARTHII

== AGREEMENT FOR SALE ==

THIS AGREEMENT made and executed on this 17 day of JULY 2023 at Nashik Road.

Annexure 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

BETWEEN

Mr. DIPAK MOHAN PARDESHI THROUGH Developers Builder and G P A HOLDER LANDMARK INFRA (PAN AAFEL7319E) Though Partner Mr. PRAMOD KEDARNATH AGRAWAL, Aadhar No. 3937 9538 2120 Indian Inhabitant, Age 57 years, Occupation - Business, and Mr. DEVASHISH VIJAY AGRAWAL, Aadhar No. 8641 0513 4551 Indian Inhabitant, Age 34 years, Occupation - Business, Residing at Shop No. 2, Kisan Society, Old Saykheda Road, Jail Road, Nashik Road 422 101, hereinafter referred to as "the Promoter/Vendor/Builder" (which

शिव
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expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the First Part.

AND

Mrs. SONALI LOKESH KAMDE, Aadhar No. 3346 9383 9943 & PAN ANHPT8635Q, Age - 38 years, Occupation- Job, Indian Inhabitant, Residing at Flat No. 12, Ekdant Residency Siddheshwar Nagar, Saikheda Road, Dasak, Jail Road, Nashik Road 422 101. Hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the **Second Part**.

AND WHEREAS the BUILDER is seized and in possession of otherwise and is sufficiently entitled to the property which is situated at **DASAK, Tal. & Dist. Nashik, bearing Survey No. 58/7/8, Plot No. 1 Total admn. area 500.00 Sq.Mtrs.**, and area for road widening is 18.75 sq. mtrs. i.e. remaining area admn. 481.25 sq. mtrs. within the limit of Nashik Municipal Corpn. of Nashik, + **Survey No: 750+751+755/1, DRC NO. 773** village - **NASHIK, Taluk - Nashik**, in the town of Nashik and TDR measuring approximately **40.13 Sq. Mtrs.** as outlined in **First Schedule** of this agreement. (hereinafter referred as the "said Property").

WHEREAS the Land owner Mr. Dipak Mohan Pardeshi are the owner of the Plot No. 1, totally admeasuring 500.00 Sq.Mtrs. and area for road widening is 18.75 sq. mtrs. i.e. remaining area admn. 481.25 sq. mtrs. &, out of Non agricultural land bearing Survey No. 58/7/8, situated at Dasak Village, the area of the said Plots, the Land owner have purchased from the old owner of land Mr. Maganlal Ramaji Patel and 1 others through Sale Deed, as per registered Sale Deeds dtd. 03/10/2006 & same is registered in the Office of Jt. Sub Registrar, Nashik 2 at Sr. No. 5095/2006. Accordingly the name of the Land owner Mr. Dipak Mohan Pardeshi are entered in the record of rights of the said Plots through certified Mutation Entry No. 8963.

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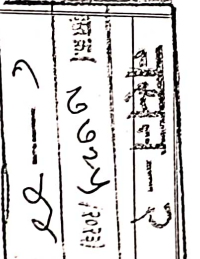

AND WHEREAS the BUILDER/FIRST PARTY has become the developer of the property (Details in First Schedule), through their registered Development agreement and General Power of Attorney & the said document of Development agreement and General Power of Attorney respectively was present & executed in the office of Sub-Registrar, Class-II, Nashik - 2 at Sr. Doc. No. 8830/2021 & 8831/2021 dtd. 20/10/2021. with land owners (hereinafter called BUILDER which terms and expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and assigns) And whereas as per the Development agreement the name of the Vendors was in the record of rights.

AND WHEREAS the said plot is converted in to Non Agriculture use as per order of Collector, Nashik vide Order No. **MASHA/KAKSHA-3/N.A.L.No./2177/1993 dtd. 16.02.1994** and the above said plot properties final layout has been sanction of the Asstt. Director, Town Planning, Nashik Municipal Corporation, Nashik vide letter No. **Land/Final/Layout/21/409 dtd. 30.06.1994**.

AND WHEREAS, Landmark Infra Though Partner Mr. Pramod Kedarnath Agrawal and Mr. Devashish Vijay Agrawal is constructing the building known as "**SHIV ORCHID APARTMENT**" standing on the said property. (hereinafter referred to as the "said Apartment") The said property as per the plans approved by Executive Engineer of Town Planning Department, Office of the Nashik Municipal Corporation, Nashik vide their commencement Certificate No. **LND/BP/C-4/477/2022 dtd. 24.03.2022**.

AND WHEREAS, Then TDR for the income described in First Schedule. Area 40.13 Sq. Meters in Certificate No. 773 is purchased from Mrs. Mamata Kamal Panjvani and the said purchase deed has been registered on 25/10/2021 under Deed No. 10534/2021.

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 Allottee has applied to the Promoter/Vendor for allotment of a Flat No. 101 on First floor situated in the building being constructed of the said Apartment

AND WHEREAS the carpet area of the said Apartment is **79.84 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 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.

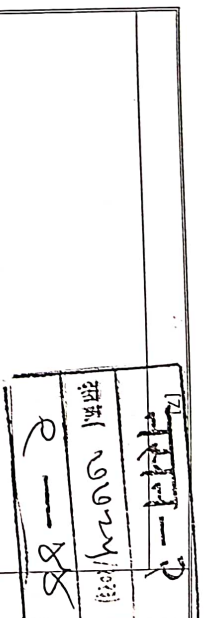

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 34,00,000/- (Rupees Thirty Four Lakh Only)** 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 the Promoter/Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. **No P51600049498 valid till 31/12/2024.**

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter/Vendor shall construct the said building consisting of ground floor parking and 7 floor 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/Vendor and the Promoter/Vendor hereby agrees to sell to the Allottee Flat **No. 101** on **First floor** of carpet area admeasuring **79.84 Sq. Metres**. (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. 34,00,000/- (Rupees Thirty Four Lakh 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 Second Schedule annexed herewith.

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs 11,000/- (Rupees Eleven Thousand only)** as advance payment or application fee in the following

Rs.	Particulars
11,000/-	Received by Online Payment Dated:- 15.07.2023
11,000/-	(Rupees Eleven Thousand only)

hereby agrees to pay to that Promoter the balance amount of **Rs. 33,89,000/- (Rupees Thirty Three Lakh Eighty Nine Thousand Only)** in the following manner:-

- i. 20% to be paid to the Promoter after the execution of Agreement
- ii. 20% to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. 20% to be paid to the Promoter on completion of the slabs including podiums and slits of the building or wing in which the said Apartment is located.

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- iv. 10% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. 10% to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift walls, lobbies upto the floor level of the said Apartment.
- vi. 10% to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- vii. 5% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. 5% to be paid to the Promoter on against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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/Plot].

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 instalments payable by the Allottee by discounting such early payments @0% per annum for the period by which the respective instalment has been preponeed. 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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1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then 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 instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments 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 instalment 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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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 served on 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 MahaRERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

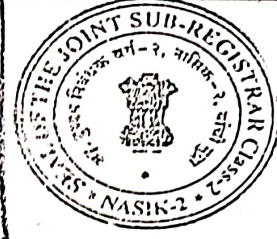
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik Road courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik (city/town above written).

First Schedule
Above Referred to

All that piece and parcel of land measuring approximately **500.00 Sq. Mtrs**, and Nashik Municipal Corporation measuring approximately **18.75 Sq. Mtrs**, and measuring approximately **481.25 Sq. Mtrs**, situated and lying under **Survey No: 58/7/8, Plot No. 1**, Village – **DASAK**, in the town and District of Nashik + **Survey No: 750+751+755/1, DRC NO. 773**

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village – **NASHIK**, Taluk - Nashik, in the town of Nashik and TDR measuring approximately **40.13 Sq. Mtrs**, and bounded as follows:-

On or towards East :- Plot No. 02
 On or towards West :- 60 ft Road
 On or towards South :- Applicable Survey No
 On or towards North :- 7.5 mtr Road

Second Schedule
Above Referred to

Common areas And Facilities, Amenities
Water Conservation, Rainwater Harvesting:
Electrical Meter:
Open parking:
Water supply
Sewerage (Chamber, Lines, Septic tank, STP)
Storm water drains
Landscaping & Tree planting:

SCHEDULE 'A'

The premises to Residential building known as "**SHIV ORCHID APARTMENT**" out of project having **Flat No. 101 on the First floor**, having Carpet Area **79.84 Sq. Meters** is 3 bedroom + hall + kitchen + 4 balconies, with common toilet, flat with resident. which is bounded as follows :-

On or towards East :- Lift and Flat No. 302 and 303
 On or towards West :- Marginal Space
 On or towards South :- Marginal Space
 On or towards North :- Marginal Space and Colony Road

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED, SEALED AND DELIVERED THIS SALE DEED ON THE DAY, MONTH AND YEAR AS HEREINABOVE MENTIONED.



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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 :
P51600049498

Project: Shiv Orchid , Plot Bearing / CTS / Survey / Final Plot No.: S No 58/7/8 Plot No 1 at Nashik Road, Nashik, Nashik, 422101;

1. Landmark Infra having its registered office / principal place of business at Tehsil: Nashik, District: Nashik, Pin: 422101.
2. This registration is granted subject to the following conditions, namely:-
 - ◊ The promoter shall enter into an agreement for sale with the allottees;
 - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

 - ◊ The Registration shall be valid for a period commencing from 15/02/2023 and ending with 31/12/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - ◊ That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:15-02-2023 15:53:49

Dated: 15/02/2023
Place: Mumbai

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