HATT HOLD THE HAT THE PART HAT THE पावती Thursday, April 10, 2014 Original/Duplicate नोंदणी कं. :39म 1:18 PM Regn.:39M गावाचे नाव: नाशिक शहर पावती क्रं.: 3366 दिनांक: 10/04/2014 दस्तऐवजाचा अनुक्रमांक: नसन2-3200-2014 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाद: श्री. नविनकुमार अंबालाल वेलानी नोंदणी फी ₹. 30000.00 दस्त हाताळणी फी ₹. 940.00 पृष्ठांची संख्या: 47 एकूण: ₹. 30940.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे 1:38 PM ह्या वेळेस मिळे Joint Sub Registrar Na सह द्रयम निबंधक वर्ग बाजार मुल्य: रु.3210000 /-भरलेले मुद्रांक शुल्क : रु. 192600/-नाशिक-३. देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-र्गि/धनादेश/पे ऑर्डर क्रमांक: MH000130090201415R दिनांक: 09/04/2014 के 🕏 नाव व पत्ता: !DBI काचा प्रकार: By Cash रक्कम: रु 940/-



09/04/2014 1:27 PM

# Data of Bank Receipt for GRN MH000130090201415R Bank - IDBI BANK

Bank/Branch

Pmt Txn id

: 40079009

Pmt DtTime

: 09/04/2014 13:26:37

Simple Receipt

ChallanidNo District

: 69103332014040950587

StDuty And Deface Number 75/ Stamp Dray (2014/2014 (IS) 105-3200 NSK2 N 10/04/2014 (IS) 105-3200 N 10/04/2014 (IS) 1

Office Name 051-1053200NSK2\_MASAIK 10104/2014 (IS)-105-3200 IGR-342

: Rs 30,000.00/- (Rs Thirty Thousand Rupe : Only)
: B25 Only for verification and to be printed and used

: MH000 13009020 FF 5R

Article

Prop Myblty

: Immovable

Prop Descr

Consideration : 32,10,000.00/-: SNO 188 1A 2 1B2 1C 2 25 PLOTN25 MAYUR RESIDENCY APT FLAT NO 4 , NASHIK SHIVARNASHIKNASHIK

: Maharashtra

: 422001

**Duty Payer** Other Party : PAN-ADEPV9374P NAVINKUMAR A VELANI : PAN-ARJPS4883P DINESH KANTILAL SHAH

Bank Scroll No

: 100

Bank Scroll Date

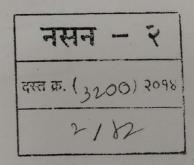
: 10/04/2014

**RBI Credit Date** 

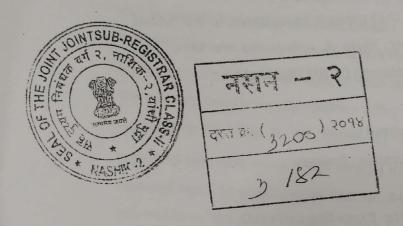
- Mobile Number

: 919890943454









Zone 1.3.35 (Rate 34,800/-)

Govt. Valuation Rs. 32,10,000/- Stamp + LBT Rs. 1,92,600/-

Consideration Rs. 32,10,000/-

Reg. Fee Rs. 30,000/-

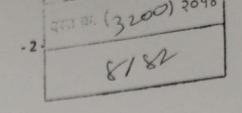
# AGREEMENT TO SALE

This Agreement to Sale is made and executed on this

\_\_\_\_\_ Day of month of April in the year Two Thousand And
Fourteen at Nashik Road.

... 2/





#### BETWEEN

Mr. Dinesh Kantilal Shah

Age: 57 Years, Occupation - Agriculturist & Business

PAN - ARJPS4883P

R/o. 15, Nilgiri Co-op. Housing Society,

Near Datta Mandir Stop, Nashik Road, Tal. & Dist. Nashik

Hereinafter referred to as "THE LAND OWNER / VENDOR"

(Which expression shall unless it be repugnant to the context or meaning thereof, mean & include the his heirs, legal representatives, executors) OF THE FIRST PART.

AND

Mr. Navinkumar Ambalal Velani

Age: 31 Years, Occupation: Business

PAN - ADEPV9374P

R/o.: Velani Niwas, Opp. Bappa Sitaram Mandir,

Shivram Nagar, Hirawadi Road, Nashik - 422003

Hereinafter referred to as "THE PURCHASER/S"

(Which expression shall unless it be repugnant to the contexts, or meaning thereof, mean & include his/her/their heirs, legal representatives, executors, administrators & assigns) OF THE SECOND PART.

AND

#### **NIRAV BUILDCON**

A Sole Proprietorship firm through its Proprietor

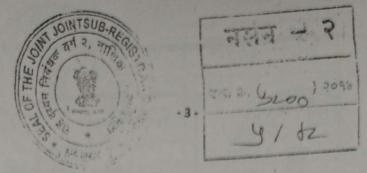
Shri. Dinesh Kalyanji Chande

Age: 48 Years, Occupation – Business

PAN - AAKPC9040L

R/o. Tirupati Society, Near MSEB, Nashik Pune Road

Nashik Road, Tal. & Dist. Nashik



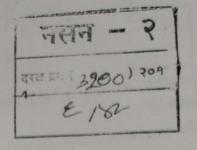
Hereinafter referred to as "THE CONSENTING PARTY / Developer"

(Which expression shall unless it be repugnant to the contexts, or meaning thereof, mean & include his/her/their heirs, legal representatives, executors, administrators & assigns) OF THE OTHER PART.

AND WHEREAS the entire plot property bearing Plot No 25 out of No. sanctioned Survey layout 188/1A/2+1B/2+1C/2/25 area admeasuring 425.25 Sq. Mtrs. was purchased by Land Owner/MR DINESH KANTILAL SHAH from Shri. Narayan Vishnu Kelkar & others through their GPA Holder Shri. Chandrashekhar Babulal Shah under Sale Deed. The said Sale Deed is registered at the Office of Sub-Registrar Nashik at Sr. No. 9348 Dt. 29/12/1999. By virtue of the said registered Sale Deed name of MR DINESH KANTILAL SHAH is recorded into 7/12 extracts as per M.E. No. 44808. Hereinafter referred to as 'THE SAID PROPERTY' which is more particularly described in Schedule - I hereunder written.

AND WHEREAS the land owner Shri. Dinesh Kantilal Shah interest to develop the said property more particularly described in SCHEDULE — I hereunder. The land owner executed Development Agreement & General Power of Attorney Dated 24/8/2012 in favor of Consenting Party / Developer / Nirav Buildcon Through its Proprietor Shri. Dinesh Kalyanji Chande. And the said Development Agreement & General Power of Attorney are duly registered in the office of Joint Sub-Registrar Class 2 Nashik 2 registered at Sr. No. 08620





and 08621 Dt. 27/08/2012 respectively. Accordingly the name of Nirav Buildcon Through its Proprietor Shri. Dinesh Kalyanji Chande has been recorded into other rights column as a Developer & GPA Holder of original land owner as per M.E. No. 86721. Thus Nirav Buildcon Through its Proprietor Shri. Dinesh Kalyanji Chande acquired development rights & became the Developer & GPA Holder of the original land owner. Nirav Buildcon Through its Proprietor Shri. Dinesh Kalyanji Chande has every right & authority to develop & dispose off the said plot & constructed property as per his own wish.

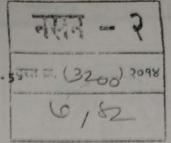
AND WHEREAS, thus the title of the said plot property more particularly described in SCHEDULE – I herein below are Clear, Marketable & Free from all the encumbrances.

AND WHERES the said plot property has been granted permission for construction of Residential Building i.e. for Non Agricultural Purpose Under section 44 of The Maharashtra Land Revenue Code, 1966 according to the Order of Collector of Nashik as per their order Maha/Kaksha-3/N.A.L.No./733/97 Dt. 19/07/1999.

approved and sanctioned by Nashik Municipal Corporation as per their letter Outward No./Nagarrachna Vibhag/Final/350/4320 Dt. 28/11/1997.

AND WHEREAS the Vendor/Shri. Dinesh Kantilal Shah has C Zone TDR of 170.00 Sq. Mtrs. DRC Certificate No. 513 Dt.





29/06/2011 from M/s. Bhatamarekar & Co. Through its Partner Mr. Sanjay Bhaskarrao Bhatambarekar under registered Sale Deed of TDR on 05/10/2011. The said Sale Deed of TDR is registered at the Office of Joint Sub-Registrar Class 2 Nashik 3 at Sr. No. 10696 Dt. 12/10/2011 and in accordance with the TDR Developer has prepared building plan.

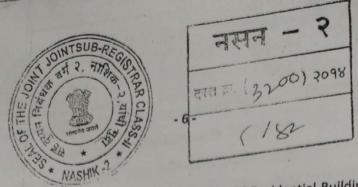
AND V/HEREAS the Vendor / Developer submitted Residential Building plans with respect to the said property and which are approved by the Nashik Municipal Corporation, Nashik as per order No. LND/BP/C-1/814/4300 Dated 7/12/2011.

AND WHEREAS the construction work of the said MAYUR RESIDENCY APARTMENT is completed as per the approved plan and Completion Certificate has been issued by Nashik Municipal Corporation vide their letter No. Outward No./NaRaVi/Panchavati/16082/4469 Dt. 7/1/2014.

AND WHEREAS all the necessary development and betterment charges are paid by the Consenting Party / Developer with respect to the said property.

AND WHEREAS the title of the Vendor / Developer to the said property is free, clear, marketable & free from all the encumbrances and have every right to deal with & dispose off the said property as per their wish & desire.

AND WHEREAS the Developer is also engaging the services of Architect Ramesh M. Patkar & Structural Engineer



Mohan Bhave for the construction of said Residential Building and for legal advise Developer have appointed Mr. Advocate Narendra N. Chauhan of Nashik Road.

and whereas Consenting Party / Developer have commenced the work of construction as per the approved plans and the building has been constructed as per the specifications given in Schedule-II, which specifications are also accepted by the Purchaser.

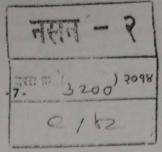
AND WHEREAS the Vendor / Developer is also entering into agreements of like nature of sale of constructed premises with other Purchasers.

AND WHEREAS Consenting Party / Developer has developed the said Plot property in the name & style as "MAYUR RESIDENCY APARTMENT" the Residential complex.

AND WHEREAS as per the registered Development
Agreement executed between Vendor / Land Owner and
Developer / Consenting Party the said flat more particularly
described in Schedule II belongs to Vendor / Shri. Dinesh
Kantilal Shah in form of consideration received from
Developer / Consenting Party.

AND WHEREAS the Purchaser with an intention to purchase the constructed premises, requested to the Vendor for allotment of Flat No. 04, area admeasuring 827.00 Sq. Ft., Carpet area i.e. 76.86 Sq. Mtrs. Carpet on Second Floor, on the said plot property, situated at Village – Nashik, Tal. & Dist.





Nashik which is more particularly described in SCHEDULE – II herein below.

AND WHEREAS, prior to the execution of these Presents, the Vendor have agreed to Sell and Purchaser has agreed to Purchase the said constructed premises i.e. Flat No. 04, at the price and on the terms and conditions as mentioned below, and which is more particularly described in Schedule II, written here in after and shall be referred to as the 'THE SAID FLAT' for the sake of brevity.

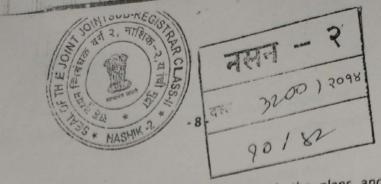
AND WHEREAS Prior to the execution of these presents the Purchaser has paid to the Vendor Rs. 13,00,000/- being the part payment of Sale Price of the said Flat agreed to be sold by the Vendor to the Purchaser as Advance Payment, receipt whereof the Vendor do hereby admit and acknowledge and the Purchaser has agreed to pay the Vendor the Balance amount of Sale Price in the manner here in after appearing / as per Schedule of the Payment here in below mentioned.

AND WHEREAS the Purchaser shall get this Agreement duly registered with his/her/their own costs.

# NOW THIS AGREEMENT WITNESSETH AS HERE IN AND IT IS AGREED BY AND THE BETWEEN THE PARTIES HERE TO AS UNDER

(1) The Consenting Party / Developer has constructed the said building known as MAYUR RESIDENCY APARTMENT Consisting of Ground, First, Second, Third & Fourth Floor on





the said plot property in Accordance with the plans and specifications approved by Nashik Municipal Corporation, which have been seen and approved by the Purchaser with only such variations and modifications as the Consenting Party / Developer may consider necessary or as may be required by the concerned local authority to be made in them or any of them Provided that the Consenting Party / Developer shall not have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may affect the flat Purchaser.

(2) The Purchaser do hereby agrees to purchase from the Vendor and the Vendor shall sell to the Purchaser constructed premises bearing Flat No. 04 area admeasuring 827.00 Sq. Ft. Carpet area i.e. 76.86 Sq. Mtrs. Carpet and hereinafter referred to as the 'THE SAID FLAT' for a total Consideration of Rs. 32,10,000/- (Rupees Thirty Two Lakhs Ten Thousand Only). This amount of consideration includes the proportionate price of common areas, facilities appurtenant to the said flat.

This amount of consideration is fixed lump-sum with mutual consent between the Vendor & Purchaser hereto and there is no any dispute about the same. The Purchaser agreed to pay the Vendor the amount of the consideration in following manner:-

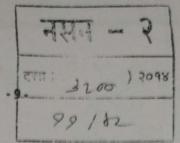
**AMOUNT** 

#### **PARTICULARS**

2,00,000/-

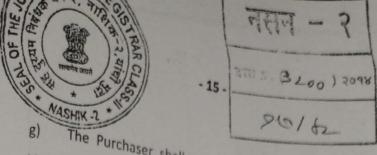
Rupees Two Lakh only are paid by Cheque No. 840374 Dt. 10/1/2014 Dena Bank





A Same and	99/82
2,00,000/-	Rupees Two Lakh only are paid by Cheque
4,00,000/-	No. 840376 Dt. 20/1/2014 Dena Bank Rupees Four Lakh only are paid by Cheque
2,00,000/-	No. 840377 Dt. 25/1/2014 Dena Bank Rupees Two Lakh only are paid by Cheque
2,00,000/-	No. 840378 Dt. 22/2/2014 Dena Bank  Rupees Two Lakh only are paid by Cheque
1,00,000/-	No. 840379 Dt. 1/3/2014 Dena Bank Rupees One Lakh only are paid by Cheque No. 848664 Dt. 5/4/2014 Dena Bank
	Pupper Thirteen Lakh only

Which amount is paid by the Purchaser to the Vendor by Cheque/Cash as Booking Amount / Part Payment from time to time before execution of these presents. And remaining amount of Rs. 19,10,000/- (Rupees Nineteen Lakhs Ten Thousand only) are to be paid by the Purchaser to Vendor by taking Loan from any financial Institution or Bank and / or by way of Own Contribution by Cheque/ Cash as and when demanded by the Vendor time to time within 01 month from the date of this Agreement. The possession will be given on receipt of full and final payment. And final conveyance shall be made by the Vendor only after making declaration of Apartment.

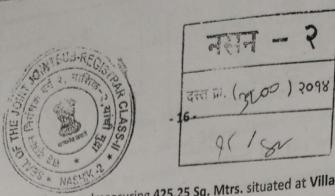


Vendor / Developer let, sub-let, transfer, assign or part with the said flat Purchaser's interest or benefit factor of this agreement or part with possession of the said flat until all dues by the Purchaser to the Vendor / Developer under this agreement are fully paid and the Purchaser had not been guilty or breach of or non-observation of any of the terms and conditions of this agreement.

- (11) The Purchaser shall present this Agreement as well as Conveyance Deed at Proper Registration Office within time prescribed by Registration Act and Vendor / Developer will attend such Office and Admit the Execution thereof.
- (12) All Notices, letters to be served on Purchaser on the address as contemplated in this Agreement shall have deemed to have been duly served to the Purchaser by RPAD at his address specified here in above.
- (13) This Agreement shall always be subject to the provisions of Maharashtra Ownership Act (Regulations on Promotion of construction, Sale, Management and Transfer) Act. 1973. And/or Subject to the Provisions of Maharashtra Co-operative Societies Act, 1960.

# SCHEDULE REFERRED TO ABOVE 'I' ( Description of 'THE SAID PLOT' Property )

All that piece and parcel of land bearing Survey No. 188/1A/2+1B/2+1C/2/25, out of sanction layout bearing Plot



No. 25, area admeasuring 425.25 Sq. Mtrs. situated at Village:

Nashik, within the limits of Nashik Municipal Corporation,

Nashik, within the registration & Sub-Registration District, Tai.

& Dist. Nashik, and within the Nashik Urban Agglomeration,

Nashik and which is bounded as under:-

On Or Towards East : Plot No. 24

On Or Towards West : Plot No. 26 & 28

On Or Towards South : Plot No. 29

On Or Towards North : 6 Mtrs. Colony Road

Together with all rights of easements, access, ways, common roads, open spaces etc. with right of Ownership.

### SCHEDULE REFERRED TO ABOVE 'II'

## ( Description of 'THE SAID FLAT' Premises )

Upon the above said plot of land referred to above in SCHEDULE – I, structure of Building known as 'MAYUR RESIDENCY APARTMENT' from and out of the said building complex Flat premises bearing Flat No. 04, area admeasuring 827.00 Sq. Ft., Carpet area i.e. 76.86 Sq. Mtrs. Carpet on Second Floor, Consisting of 3 Rooms + Kitchen, V.C. Bath etc. with other common amenities & facilities and bounded as under:-

On Or Towards East

On Or Towards West

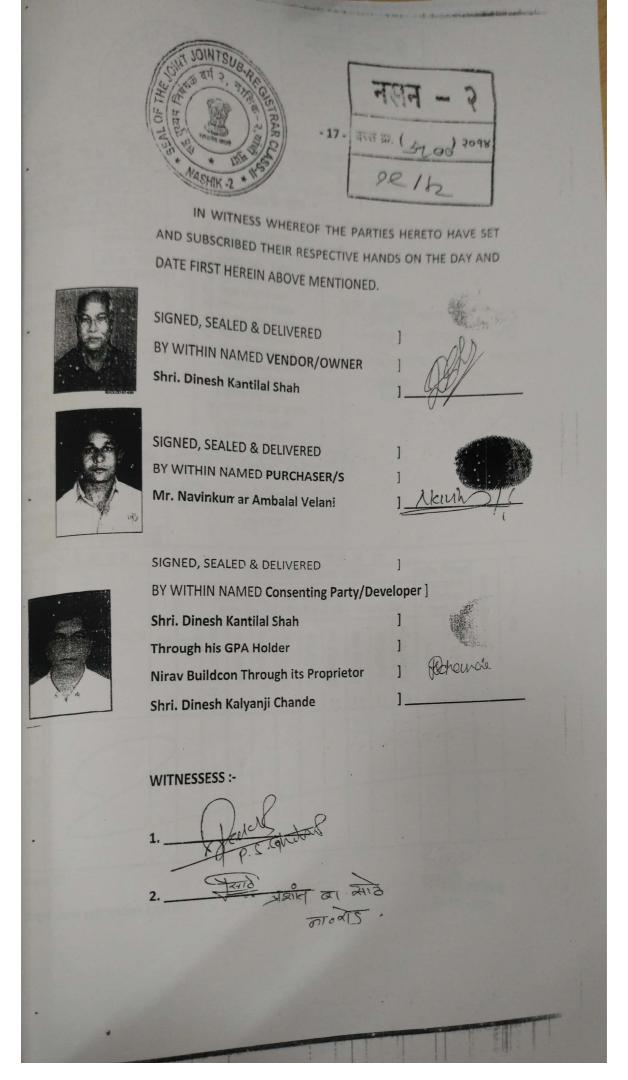
As per approved building

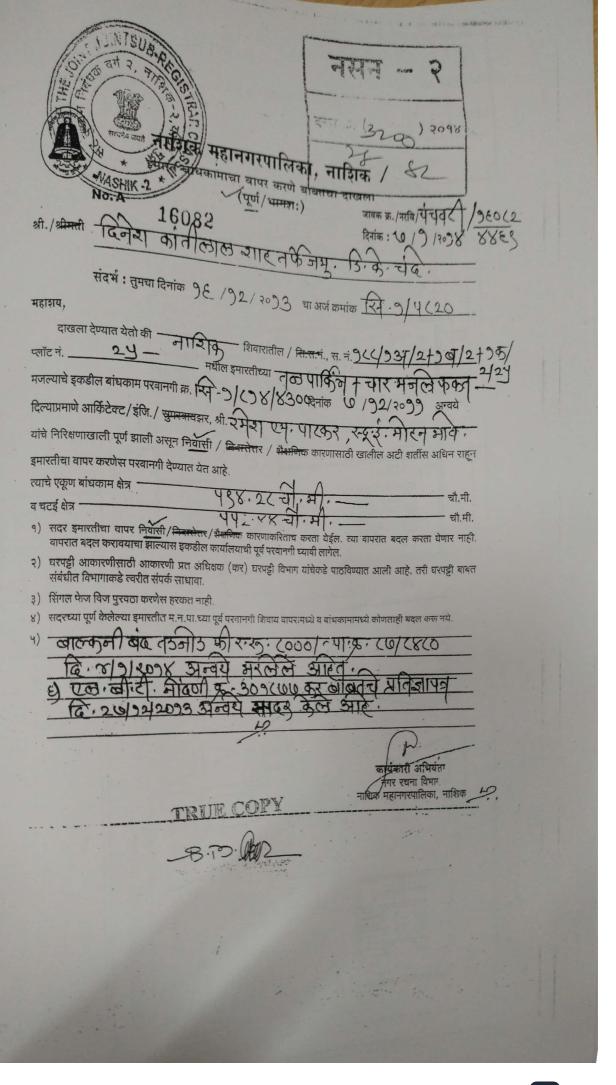
On Or Towards South

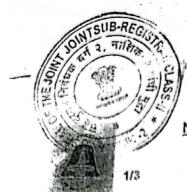
plan

On Or Towards North

Together with all the rights of easements, access, ways, common roads and other right appurtenant thereto with right of ownership.







NASHIK MUNICIPAL CORPORATION

College of Archite Managers

DATE - 3 /1/1/2011

10)

11

SANCTION OF BUILDING PERCENT AND COMMENCEMENT CERTIFICATE

). Shri. Dinesh Kantilal Shah.

C/o. Ar. Ramesh M. Patkar & Stru Engl. Mohan Bhave of Nashik.

Sub - Sanction of Building Permit & Commencement Cartificate in Plot No. - 25 of S. No. 188/1A/2/1B/2+1C/2/25 of Nashik Shiwar:

Ref - Your Application & Plan dated: 12 / 09 /2011 inward No. C1/BP/3483
Case No :- ----

Sanction of building permit & 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 permits under section 253 of The Bombay Provincial Municipal Corporation Act. 1949 (Bombay Act, No. LIX of 1949) to errect building fatigated that Purpose as per plan duly amended in ——— subject to the following conditions.

#### CONDITIONS (1 to 31)

 The land vacated in consequence of enforcement of the set-back rule shall form 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 completion certificate, under sed 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly grant d.

- The commencement certificate Building permit 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 Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitles you to develop the land which does not vest in you.
- The date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS
- 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 efc.].
- After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.

Building permission is granted on the strength of affidavit & indemnity bond with reference the provisions of Urban Land [Ceiling & Regulation] Act, 1976. In case a statement made the provisions of Classical Lealing & Regulation, Act, 1976. In case a statement manuficular affidavit & indemnity bond found incorrect or false the permission shall stand cancelled. The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities 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 In case if there is no Municipal drain within 60 meters should be connected to a soak pit to The size of soak pit should be properly worked out on-the basis of tenements% A pigeon circular brick wall should be constructed in the contract of the soak pit. Layers of stone The size of soan pit should be properly worked out on-the basis of tenements% A pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone rooms unless they are counted into built up area of FSI calculation as given on the building to the balcony ottas & verandas 200 calculation as given on the building room the plan. It the balcony ottas & verandas are covered or merged into adjoining room the plan. It this shall be treated as unauthorized and action shall be taken. At least FIVE trees should be planted around the building in the open space of the plot. At least 11.2 de planted around the building in the open space of the planted around the building in the open space of the planted in the plot as provided construction work should be strictly carried out in accordance with the sanctioned plan UB mich sed herewith. copy of approved plan should be kept on site so as to facilitate the inspection of the site by Manicipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned. cracking of building material debris on public road is strictly prohibited. If building material of debtis is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner. Affithe conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and Bombay Provincial Municipal Corporation Act, 1949. ("... 16) Nashik Municipal Corporation will not supply water, electricity, road etc. which will be provided by the applicant Colony/Society etc. on their own accord as per the specifications of N.M.C. Applicant should make necessary arrangement for water supply as per the undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site. 0 17) There is no objection to obtain electricity connection for construction purpose from M.S.E.B. 18) N. A. order No. 733/97 Dated: 19 / 07 /1999 submitted with the application. 19) Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.B. Office before actually commencing the proposed Construction: 20) A) Rs. 1,42,800/- is paid for development charges w. r. to the proposed Construction vide R. No./B. No. 81/451 Dtd:- 01 / 12 /2011.

B) Rs. --- is paid for development charges w. r. to proposed land development vide

R. No./B.No. --- Dtd:- ---

1.1.0

133



C. C. for P. No:- 25 of S. No. 188/1A/2/1B/2+1C/2/25 of Nashik Shiwar.

Tree plantation shall be made as per the guidelines of Tree Officer of N.M.C. & NOC shall be obtained before occupation certificate.

Sum of Rs. 1750/- Deposited vide B.No./R.No. 88/1881 Date:- 017/12/2011 As per Order No 137 Dt. 18/03/2003.

- Septic tank & soak pit shall be constructed as per the guidelines of Health officer of N.M.C. & NOC shall be produced before occupation certificate.
- A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
  - a) Name and Address of the owner/developer, Architect/Engineer and Contractor.

b] Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.

c] Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.

d] F.S.I. permitted.

e) Number of Residential/Commercial flats with their areas.

f] Address where copies of detailed approved plans shall be available for inspection.

B) A notice in the form of an advertisement, giving all the details mentioned in 23A above, shall also be published in two widely circulated newspapers one of which should be in regional language.

24 ) Proper arrangement in consultation with Telecom Deptt, to be done for telephone facilities to be provided in the proposed construction.

25) Proper arrangement for rain water harvesting should be made at site.

26) Drainage connection charges Rs. 6000/- is paid vide R.No./B.No. 94/4740 Dtd:-01/12/2011.

27) Nashik Municipal Corporation shall not be responsible for the ownership and boundaries of the land.

28) Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.

29) NMC Tax for Vacant plot shall be paid before Completion.

30) Welfare cess charges Rs. 56,550/- is paid vide R.No./B.No. 94/4740 dtd: 01/12/2011.

31) This permission is given on the strength of DRC No: 513 dtd: 29/06/2011 and 170-00 Sq.mt. TDR area utilized from the same.

Executive Engineer (Town Planning)

Nashik Municipal Corporation, Nashik.

No. END / BP
Nashik, Dt. / / 200
Copy to: Divisional Officer,
Division

Comparation, Nashik