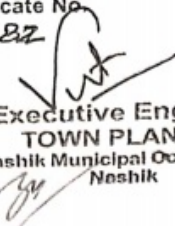


APPROVED

The Plans amended in
As per the conditions Mentioned in
the accompanying commencement
Certificate No. CP/382 dated 21/12/2021


Executive Engineer
TOWN PLANNING
Nashik Municipal Corporation
Nashik *PK*

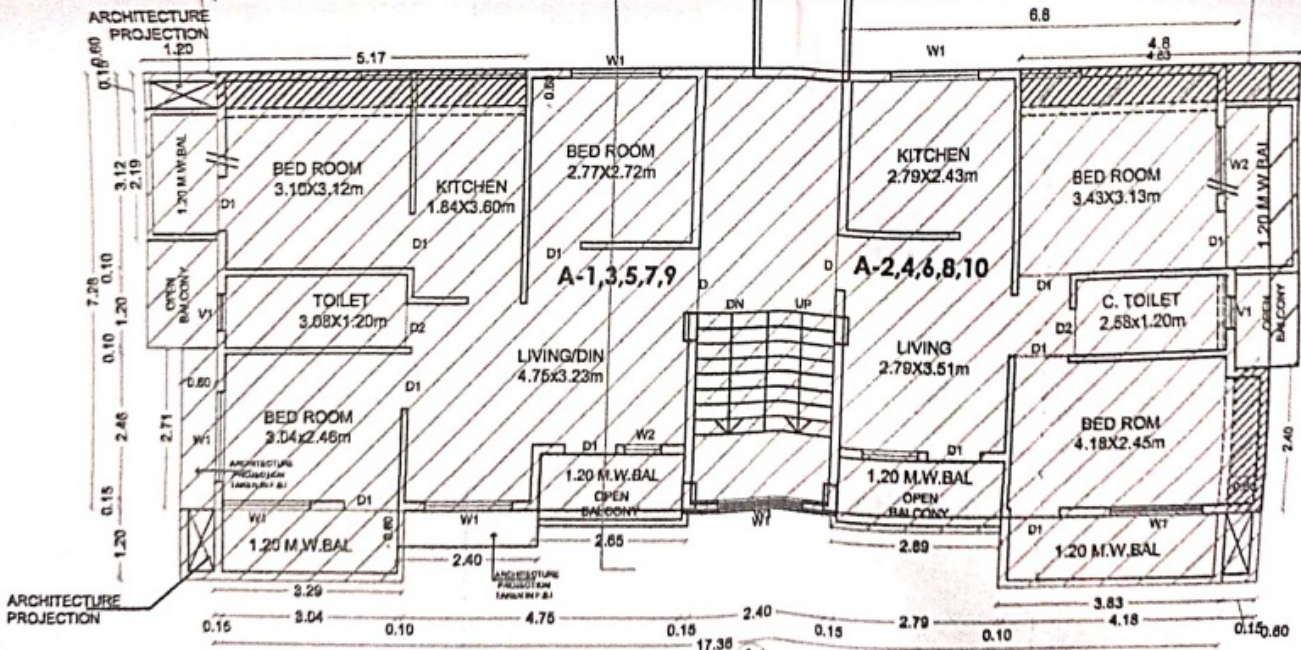
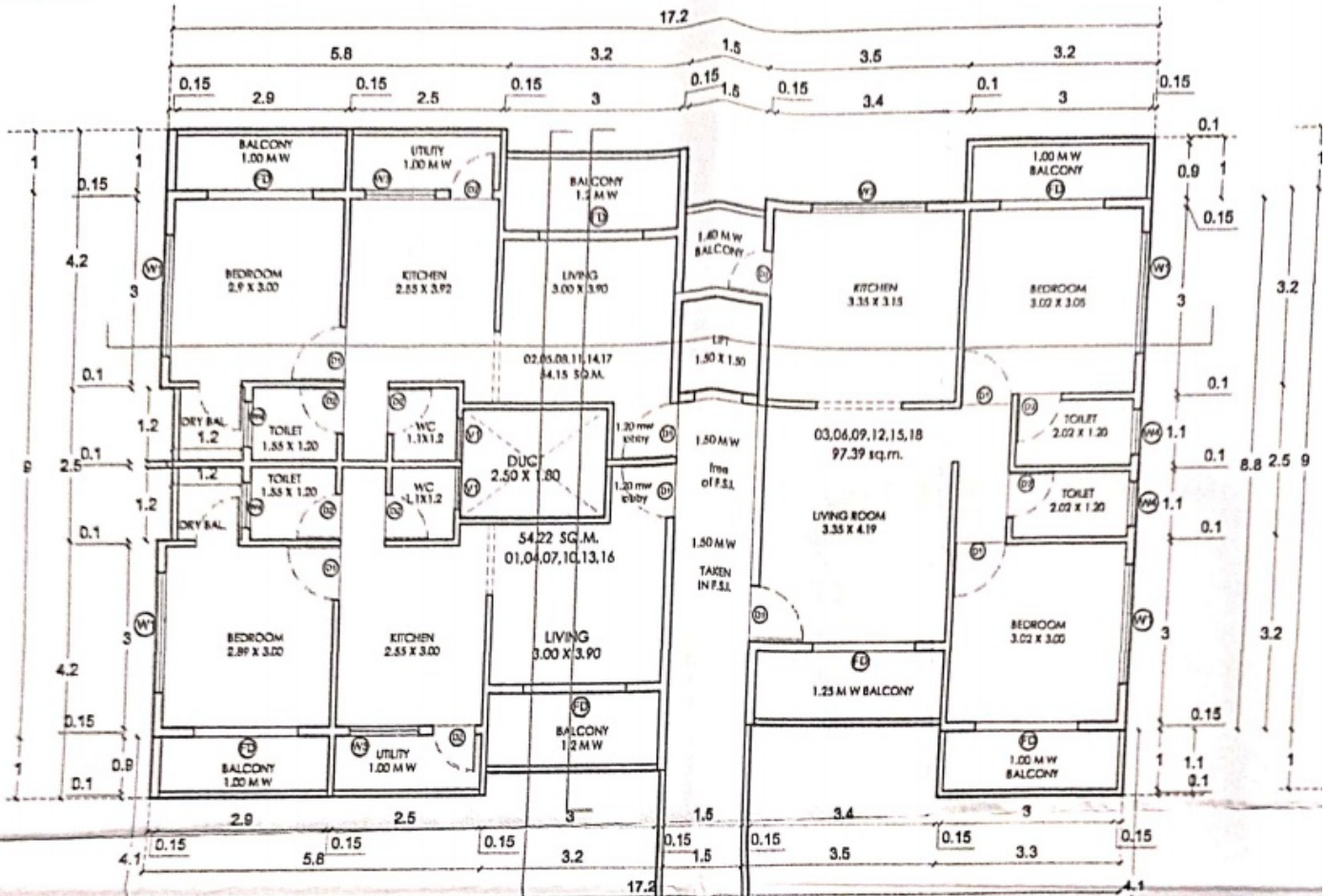
**FOLLOWING ARE THE DETAILS OF THE REVISED
RESIDENTIAL BUILDING PROPOSED ON PLOT.NO.
40+41; OF S.NO. 6/3/1+6/2A/40
PATHARDI SHIWAR ,AT- NASHIK**

AREA STATEMENT	SQ.MT
1. Area of plot (Minimum area of a, b, c to be considered)	702.34 SQ.M.
a) As per ownership document (7/12, CTS extract)	702.34 SQ.M.
b) As per measurement sheet	702.34 SQ.M.
c) As per site	702.34 SQ.M.
2. Deductions for	-----
a) Proposed D.P./ D.P. Road widening Area/ Service Road/ Highway widening	20.85 SQ.M.
b) Any D.P. Reservation area	-----
Total (a+b)	20.85 SQ.M.
3. Balance Area of Plot (1-2)	681.39 SQ.M.
4. Amenity Space (if applicable)	-----
a) Required	-----
b) Adjustment of 2(b), if any -	-----
c) Balance proposed-	-----
5. Net Plot Area (3-4 (c))	-----
6. Recreational Open Space (if applicable)	-----
a) Required -	-----
b) Proposed -	-----
7. Internal Road area	-----
8. Plottable area (if applicable)	-----
9. Built up area with reference to Basic F.S.I. as per front road width [Sr. No. 5/basic FSI] (1.1)	749.52 SQ.M.
10. Addition of F.S.I. on payment of premium	-----
a) maximum permissible premium FSI - based on road width / TOD Zone (2)	340.89
b) Proposed FSI on payment of premium	204.30
11. In-Situ FSI / TDR loading	-----
a) in-situ area against D.P. road [2.0 x Sr.No.2 (a)] ; if any	20.85 SQ.M.
b) in-situ area against Amenity Space If handed over [2.00 or 1.85 x Sr. No. 4 (b) and /or (c)].	-----
c) TDR area	280.93 SQ.M.
d) Total In-situ/ TDR loading proposed (11 (a + b + c)) Previous : 140 + now Permitted : 129.00 sq.m. = 269.00 SQ.M.	269.00 SQ.M.
12. Additional FSI area under Chapter No. 7	-----
13. Total entitlement of FSI in the proposal	-----
a) [B + 10(b) + 11(d)] or 12 whichever is applicable.	1243.77 SQ.M.
b) Ancillary Area FSI upto 60% with payment of charges.	373.00 SQ.M.
c) Total entitlement (a+b)	1616.77 SQ.M.
14. Maximum utilization limit of F.S.I. (building potential) Permissible as per Road width (as per Regulation No. 6.1 or 6.2 or 6.3 or 6.4 as applicable) x 1.0 or 1.8)	2
15. Total Built-Up Area in Proposal. (excluding area at Sr.No.17 b)	-----
a) Existing Built-up Area.	571.36 SQ.M.
b) Proposed Built-up Area (as per 'P-line)	1044.06 SQ.M.
c) Total (a + b)	1615.42 SQ.M.
16. F.S.I. Consumed (15/13) (should not be more than no.14 above.)	-----
17. Area for Inclusive Housing, if any	-----
a) Required (20% of Sr.No.5)	-----
b) Proposed	-----

Certificate Of Area:
certified that the plot under reference was surveyed by me on --- and the dimensions of sides etc. of
plot stated on plan are as measured on site and the area so worked out tallies with the area stated in
document of ownership / T.P. Scheme records/ land records department/ city survey records.

3.75
GROUND FLOOR PLAN
 SCALE 1: 100

9.00 M WIDE ROAD



TYPICAL 1ST, 2ND, 3RD, 4TH, 5TH FLOOR PLAN
 SCALE 1: 100





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 : **P51600009875**

Project: Laxmi Avenue phase 2, Plot Bearing / CTS / Survey / Final Plot No.: 6/3/1 6/2A/41 at Indiranagar, Nashik, Nashik, 422009;

1. **Laxmi Constructions** having its registered office / principal place of business at *Tehsil: Nashik, District: Nashik, Pin: 422009.*
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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;
 - o 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.
 - o The Registration shall be valid for a period commencing from **22/08/2017** and ending with **07/01/2021** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o 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:16-06-2020 08:57:17

Dated: 18/05/2020

Place: Mumbai

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



NASHIK MUNICIPAL CORPORATION

NO:LND/BP/CD/382
DATE :-21/12/2021

SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

**TO, Laxmi Construction & Developers Proprietor Firm Through Prop.
Mrs. Roopa Sandeep Londhe.**

C/o. Ar. – Mr. Dhananjay Shinde & Stru.Engg. Yogin Kulkarni Of Nashik.

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No:- 40+41
S.No./G.No. 6/3/1+6/2/A of Pathardi Shiwar Nashik.

- Ref -:** 1) Your Application & for Building permission/ Revised Building permission
Dated:- 30/03/2021 Inward No. B2/BP/539/2021.
2) Previously Approved Building permission No. LND/BP/B2/BP/64,
Dt. 19/11/2020.
3) Final Layout No. 91, Dt. 13/09/2004.

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 46)

- 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 & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
- 8) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity. In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit. The size of soak pit should be properly worked out on the basis of number of tenements, a pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
- 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.
- 12) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
- 13) Stacking of building material debris on public road is strictly prohibited. If building material of debris 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.
- 14) All the 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 The Maharashtra Municipal Corporation Act.
- 15) Applicant should make necessary arrangement of water for construction purpose as per 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."
- 16) There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
- 17) Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate.
- 18) whearever necessary Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
- 19) Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.
- 20) While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs.
- 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/pr.a.217/2017/UD-9 Dated-7/8/2015 for all building following condition shall apply.
 - 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 22A above, shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.
- 22) This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No. vide letter No: Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.
- 23) Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
- 24) Whearever necessary Fanning shall be made and maintained as per the provisions of UDCPR on site.
- 25) Provision of rain water harvesting shall be made at site as per Clause no 13.3 of UDCPR
- 26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006. In case of buildings identified in Regulation no 6.2.6 1., the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.
- 27) The Building Permission is granted on the Strength of 'LABOUR Code on occupational Safety, Health and working Conditions, 2018 Therefore all the Conditions mentioned therein are applicable to this Commencement and shall be followed strictly. Nashik Municipal Corporation shall be not be responsible for breach of any Conditions mentioned therein.

C.C.For. Plot No:- 40+41 S.No./G.No. 6/3/1+6/2/A of Pathardi Shiwar Nashik.

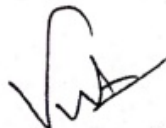
- 28) As per circular No for any TPV-4308/4102/Pra.kra.359/08/navi-11, Date-19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architects & Developers will be commonly responsible.
- 29) If any discrepancies occurs/found in paid charges the applicant shall be liable to pay for the same.
- 30) Temporary drainage connection shall be taken before start of work by taking permission from Public Health Department (Drainage)
- 31) All safety measures & precaution shall be taken on site during construction with necessary signage/display board on site.
- 32) As per solid waste management Rule - 2016 segregation of dry & wet waste is compulsory & Construction site should be covered with Green Net/Shed Net & in addition, necessary precautions should be taken to reduce air pollution.
- 33) To Follow the Duties and Responsibilities as per Provisions in Appendix C of UDCPR Is mandatory to Engineer/Structural Engineer/Supervisor/Town Planner/Licensing/Site Engineer/Geotechnical Engineer./Owner/Developer
- 34) This permission is given the basis of N.A.order No.- 261/2003 Dt:- 16/04/2004 submitted with the application

Charges Recovery

- 35) Rs. 53110/- + 1600/- (Interst) + 46100/- + 100635/- + 73,265/- is paid for development charges w.r.to the proposed Construction Vide R.No./B.No. 14/532, 32/532, 01/646, 81/746 & 60/000774 Dt. 10/10/2013, 14/10/2013, 03/04/2017, 15/10/2020 & 20/09/2021.
- 36) Rs. Nil/- is paid for development charges w.r.to the proposed land development. Vide R.No./B.No. Dt. .
- 37) Drainage Connection Charges Rs. 11000/- + 1000/- + 11000/- + 3000/- is paid vide R.No./B.No. 69/8028, 13/4241, 080/8728 & 000099/000223 Dt. 10/10/2013, 03/04/2017, 03/04/2017, 15/10/2020 & 20/09/2021.
- 38) Welfare Cess charges Rs. 48720/- + 42400/- + 120230/- + 82,565/- is paid Vide R.No./B.No. - 69/8028, 13/4241, 67/4241, 080/8728 & 000099/000223 Date : 10/10/2013, 03/04/2017, 10/04/2017, 15/10/2020 & 20/09/2021.
- 39) Rs. 2,000/- + 2000/- + 1000/- vide R.No./B.No. 60/2301, 01/2837 & 13/2837 Dt. 10/10/2013, 03/04/2017, 10/04/2017 against Tree plantation deposit.
- 40) Charges for "Premium Rs. 8,88,820/- paid FSI" is paid vide R.No./B.No. 027/8729 Dt.15/10/2020.
- 41) Infrastructure Improvement Charges Rs. 1,56,090/- is paid vide R.No./B.No. 080/8728 Dt. 15/10/2020.
- 42) Charges for "Ancillary Permum Paid FSI" Rs. 4,02,190/- + 38,045/- + 3,265/- is vide R.No./B.No. 000091/000222, 000042/000230 & 15/0000787 Dt. 20/09/2021, 12/10/2021 & 15/12/2021.
- 43) This permission is given on the basis of conditions mentioned in notification of ministry of environment, forest & climate change, New Delhi by vide No.G.S.R 317 (E) Dt:29/03/2016 & the conditions mentioned therein are applicable to this Commencement & shall be following stricly. This permission is given on the strength of affidavit submitted with the Proposed and C & D waste deposit Rs. 23,210/- is paid vide R.No./B.No. 000099/000223 Date : 20/09/2021.

Additional Conditions

- 44) This permission is given on the strength of DRC No: 546 Dt:12/12/2011 Area 140.00 Sq.mt. TDR area utilized from the same.
- 45) Local Body Tax paid for LBT Registration No. NSK-800799 Rs. 30,000/- Date. 03/10/2013 HDFC Bank Ltd. Nashik Remaning LBT (If any) should be paid before Occupancy Certificate.
- 46) Previously approved building permission vide C.C.No: LND/BP/Nashik/887, Dt. 24/03/2005 is hereby as cancelled.
- 47) This permission given by pre-code basis.



Executive Engineer
Town Planning Department
Nashik Municipal Corporation, Nashik.

No. LND / BP /
Nashik, Dt. / /2021
Copy to : Divisional Officer



17/11/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्त क्रमांक : 10974/2023

नोंदणी :

Regn.63m

गावाचे नाव : पाथडी - 1

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	1900000
(3) बाजारभाव (माडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1621500
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तातुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे पाथडी या गावचे शिवारातील सव्हे नं 6/3/1/6/ 2 अ/40 या मंजूर लेआऊट मधील प्लॉट न 40/41 यांसी क्षेत्र 6.81.44 आर म्हणजेच 681.44 चौ.मी. यांसी सिटी सव्हे न 8185/18 यांसी सिटी सव्हे रेकॉर्ड प्रमाणे क्षेत्र 362.00 चौ.मी. व सिटी सव्हे न 8185/20 यांसी सिटी सव्हे रेकॉर्ड प्रमाणे क्षेत्र 362.00 चौ.मी. पैकी दक्षिणेकडील 7/12 उताऱ्याप्रमाणे क्षेत्र 340.72 चौ.मी. व सिटी सव्हे रेकॉर्ड प्रमाणे क्षेत्र 351.55 चौ.मी. या प्लॉट मिळकतीवरील लष्मी अव्हेल्यु वी वींग या इमारतीतील सहाय्या मजल्यावरील प्लॉट न 17 यांसी कार्पेट क्षेत्र 32.12 चौ. मी. व बाल्कनीचे क्षेत्र 7.99 चौ.मी. (Survey Number : 6/3/1/6/ 2 अ/40 ; Plot Number : 40/41 ;)
(5) क्षेत्रफळ	1) 32.12 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:-सख्मी कन्स्ट्रक्शन अँड डेव्हलपर्स प्रोप्रा फर्म तर्फे प्रो प्रा. रूपा संदीप लॉडे तर्फे वि मु विशाल तुळशीराम केंडे वय:-50; पत्ता:-प्लॉट नं: 27, माळा नं: -, इमारतीचे नाव: सिद्धिविनायक हौसिंग सोसायटी, ब्लॉक नं: ब्राऊ बंगल्या जवळ, रोड नं: इंदिरा नगर नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422009 पॅन नं:-ACPLPL3221B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-रोहित विजयराव सैदाणे वय:-29; पत्ता:-प्लॉट नं: प्लॉट न ११९, माळा नं: -, इमारतीचे नाव: सदिच्छा नगर, इंदिरा नगर, ब्लॉक नं: -, रोड नं: नाशिकपाथडी रोड, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422009 पॅन नं:-FIIPS7403G 2): नाव:-प्रतिभा विजयराव सैदाणे वय:-50; पत्ता:-प्लॉट नं: प्लॉट न ११९, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: सदिच्छा नगर, इंदिरा नगर, नाशिक, रोड नं: पाथडी रोड, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422009 पॅन नं:-HPXPS3753F
(9) दस्तऐवज करून दिल्याचा दिनांक	17/11/2023
(10) दस्त नोंदणी केल्याचा दिनांक	17/11/2023
(11) अनुक्रमांक, खंड व पृष्ठ	10974/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	114000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	19000
(14) शेरा	



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.



सूची क्र.11

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नवकल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

नसन-३	
दस्ता क्र.	२०२३ / २०२३
२-२	



Section no. 19.9
 Rate As per Ready Reknor : 35,000/- Per Sq. mtrs. 5% increase rate 36,750/
 Market Valuation Rs. : 16,21,500/-
 Consideration Rs. : 19,00,000/-
 Stamp Rs. : 1,14,000/-
 Registration fees :- 19,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 17th DAY OF NOVEMBER IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY THREE.

BETWEEN
LAXMI CONSTRUCTION AND DEVELOPERS,
PROP. FIRM , THROUGH PROP.
SAU. ROOPA SANDEEP LONDHE

Age :- 50, Occ. :- Business
 Pan :- ACLPL 3221 B
 R/AT. - 27, Siddhivinayak Housing Society, Near Babu Bunglow , Indira Nagar , Nashik -9

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.ROHIT VIJAYRAO SAINDANE**
 Age:- 29 Years, Occ.:- Service
 Pan – FIIPS 7403 G
 Email:rohitsaindane235@gmail.com
- 2) **MRS.PRATIBHA VIJAYRAO SAINDANE**
 Age:- 50 Years, Occ.:- Housewife
 Pan – HPXPS 3753 F
 Both R/AT - Plot no. 119, Pathardi Road, Sadichha Nagar, Indira Nagar, Nashik-422009

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

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whatsoever buildable landed properties S. No.6/3/1/6/ 2 A / 40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185 / 18 , admeasuring as per city survey records 362.00 sq. Mtrs. & having city survey no. 8185 / 20 , admeasuring as per city survey records 362.00 sq. Mtrs, out of which area towards south side admeasuring 340.72 sq.mtrs as per 7/12 extracts and area admeasuring 351.55 sq.meters as per City Survey record lying and being at Pathardi Shiwar, 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 Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had purchased plot No. 40 out of survey no. 6/3/1 + 6/2/A, admeasuring 351.42 Sq. Mtrs. from Sau. Kavita Jaydip Patil by registered sale deed dated 15/03/2013. The said sale deed was registered in sub registrar office Nashik - 5 at Sr. No. 3139. The name of Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had been mutated to record of rights vide M. E. No. 21882.

AND WHEREAS Laxmi Construction Partnership firm through their partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had purchased plot No. 41 out of survey no. 6/3/1 + 6/2A/41 admeasuring 350.92 Sq. Mtrs. having city survey number 8185/20 having area as per city survey record admeasuring 362.00 sq.mtrs. from Shri Sandip Prakash Patil by registered sale deed dated 17/01/2015. The said sale deed was registered in sub registrar office Nashik - 6 at Sr. No. 355. The name of Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had been mutated to record of rights vide M. E. No. 25135.

AND WHEREAS The said layout was approved by Assistant Director Town Planning, Nashik Municipal Corporation vide their letter no. Jawak No. / Nagarrachana Vibhag / Final / B 4 / 91, dated 13/09/2004. The said layout was converted for non-agricultural use under Section 44 of Maharashtra Land Revenue Code, 1944 by collector vide their letter no. Kra Maha / kaksha-3 / N.A / 4 / 261 / 2003 , Nashik, dated 16/04/2004 vide ME no 9649.

AND WHEREAS Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe had purchased TDR of 140.00 sq.mtrs out of D zone from DRC No. 546 from B.C.S Developers through its director Shri Vikram Digvijay Kapadiya by registered sale deed. The said sale deed was registered in Sub-registrar office Nashik 5 at Sr. No. 11483, dated 07/10/2013.

AND WHEREAS Laxmi Construction, Partnership firm through their partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had prepared building plan for the said plot no. 40 along with T.D.R which

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was approved by Nashik Municipal Corporation vide their commencement certificate no. LND / BP / A4 / 231 / 3120 / 13, Nashik , dated 22/10/2013 .

AND WHEREAS Laxmi Construction Partnership firm through their partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had prepared building plan for plot no.40 & 41. The said building plan for A and B wing was approved by Nashik Municipal Corporation vide their commencement certificate no. LND/ BP / B5 / 08 / 323, dated 17/04/2017. As per building plan they had completed the construction of A wing on remaining area i.e. excluding part B of discription of property mentioned above and Nashik Municipal Corportion had issued partial Completion Certificate for A wing vide their letter no. Javak Kra. / Nagar rachana Vibhag/ 20743/13042 dated 12.01.2018.

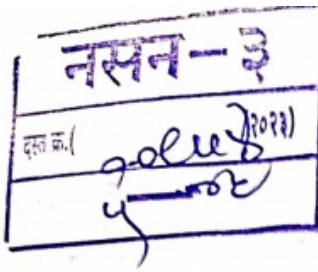
AND WHEREAS plot no 40 admeasuring 3.5142 R sq.mtrs. out of S.No. 6/3/1/6/2A/40 and plot no 41 admeasuring 3.5092 R sq.mtrs. out of S.No. 6/3/1/6/2A/41 were amalgamated vide order number LND/BP/B5/08/ 323 dated 17/04/2017 in name of Laxmi Construction, Partnership firm through their partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant. After amalgamation, new S.No. is 6/3/1/6/2A/Plot no/40/41 having amalgamated area admeasuring 7.0234 R Sq.mtrs vide M.E. no. 27119.

AND WHEREAS area admeasuring 20.90 sq.mtrs was transferred to Nashik Municipal Corporation for road widening from 7.5 meters road to 9 meters road vide its letter number Nanivi/ washi/ 783 dated 18/12/2019.

AND WHEREAS Laxmi Construction, Partnership firm through their partners Shri. Sandeep Bhaurao Londhe had purchased TDR of 129.00 sq.mtrs out of D zone from DRC No. 909 from Shri Pankaj Prabhakar Jadhav and Pooja Pravin Thorat by registered sale deed. The said sale deed was registered in Sub-registrar office Nashik 5 at Sr. No. 6525, dated 14/09/ 2020.

AND WHEREAS Laxmi Construction Partnership firm through their partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had prepared revised building plan with TDR of 129.00 sq.mtrs. which was approved by Nashik Municipal Corporation vide their commencement certificate no. LND/ BP / B-2 / BP / 64, dated 19/11/2020. As per building plan, 15 flats in B wing were approved.

AND WHEREAS Laxmi Construction and Developers Propra Firm through its propra Sau. Roopa Sandip Londhe has purchased above mentioned property in part B from Laxmi Construction Partnership Firm through its partners Sandip Bhaurao Londhe and Amogh Gajanan Sawant by registered Sale Deed. The said Sale Deed was registered in Sub registrar Office, Nashik-4 at Sr. No. 2285 dated 16/02/2021. It further appears that it was proposed to construct total 12 flats i.e. 10 flats in A wing and 2 flats in B wing as per building plan. Out of which, Laxmi Construction Partnership Firm through its partners Sandip Bhaurao Londhe and Amogh Gajanan Sawant had



completed construction of 10 flats in A wing. For said A wing, 340.72 sq.mtrs. FSI + 140 sq.mtrs. TDR was used. Laxmi Construction Partnership Firm had transferred all rights to use remaining FSI, TDR and premium to Laxmi Construction and Developers Propra Firm in the said Sale Deed. There is no construction done for B wing as per approved building plan. After 340.72 sq.mtrs. area used for A wing and area transferred for road widening, remaining area for construction for B wing is 340.72 sq.mtrs. Hence, Laxmi Construction Partnership Firm had transferred FSI rights for 340.72 sq.mtrs. area along with 129.00 sq.mtrs. TDR and 204.30 sq.mtrs. premium i.e. total FSI of 671.80 sq.mtrs to Laxmi Construction and Developers Propra Firm.

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;

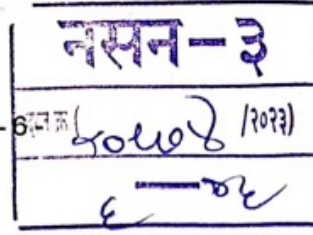
AND WHEREAS the said Promoter, pursuant to the right, title and interest conferred upon it by the afore said documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements/ Flats/Units, etc., to accept the consideration by any mode and to execute and 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 "LAXMI AVENUE B wing"; 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 "LAXMI AVENUE B wing" is sanctioned by Nashik Municipal Corporation, which is under construction having **Ground + 6 floors**, which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "the Project Land") and to construct thereon building in accordance with the terms and conditions contained in permission of Nashik Municipal Corporation

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

AND WHEREAS the Promoter is in possession of the project lands; Revised building plan with TDR of 140.00 sq.mtrs. which was approved by Nashik Municipal Corporation vide their commencement certificate no. LND/ BP / CD/382, dated 21/12/2021. And marked as Annexure 'C-1';



AND WHEREAS the authenticated copies of the Building Plan approved Nashik Municipal Corporation have been annexed hereto and marked as Annexure 'C-2';

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

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 MRS. 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 number **Flat No. 17 on the Sixth floor**, (herein after referred to as the said "Apartment) of the building called ' LAXMI AVENUE B WING ' (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 as a architect namely **Shri. Dhannanjay M. Shinde** & a Structural Engineer Namely **Yogin Kulkarni**, for the preparation of the structural design and drawings of the building 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 Development agreement & Power of attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter

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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 Architects namely Shri. Dhannanjay M. Shinde 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 Apartments are constructed or are 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 "LAXMI AVENUE B WING" comprising of a 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 shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment **Flat No. 17 on Sixth floor** 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;

AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. 51,000/- (Rupees In Word Fifty One 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

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doth hereby 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 no. P51600045219; 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 **Ground + 6 upper floors** 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 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. 17**
- (ii) **On Sixth floor**
- (iii) **Carpet area admeasuring 32.12 sq. metres**
- (iv) **Balcony area admeasuring 7.99 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. 19,00,000/- (Rupees Nineteen Lakhs 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.

1(b) The Allottee has paid on or before execution of this agreement a sum of

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Rs. 51,000/- (Rupees In Word Fifty One Thousand Only) paid by Cheque no.083363 dated 19/10/2023 drawn on Yes Bank, Branch Kulkarni Baug, Nashik as advance payment/part payment of consideration and hereby agrees to pay **Rs. 18,49,000/- (Rupees In Word Eighteen Lakhs Fourty Nine Thousand Only)** to the Promoter within 30 days after excution and registration of this agreement. The above said payment Plan is an essence of the contract. The Allottee shall make the payment of installment with 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 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) 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. 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.

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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 et cetera, 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 Goods and 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.

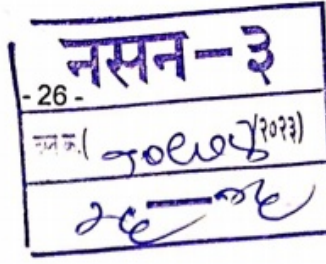
2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the 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 1243.77 square meters, + Ancillary area 373.00 square meter & total FSI available for construction of B wing is 1615.42 sq. mtrs.

3.2 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that



(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

28. PLACE OF EXECUTION

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

29. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

30. NOTICES

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

NAME OF ALLOTTEE - 1) MR. ROHIT VIJAYRAO SAINDANE
2) MRS. PRATIBHA VIJAYRAO SAINDANE

ALLOTTEE ADDRESS - Both R/AT - Plot no. 119, Pathardi Road, Sadichha Nagar, Indira Nagar, Nashik-422009

Notified Email ID: rohitsaindane235@gmail.com

NAME OF PROMOTER - LAXMI CONSTRUCTION AND DEVELOPERS,
PROP. FIRM, THROUGH PROP.
SAU. ROOPA SANDEEP LONDHE
Its office at - R/AT. - 27, Siddhivinayak Housing
Society, Near Bapu Bunglow, Indira Nagar, Nashik
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Notified Email ID: quest_machine@hotmail.com

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.

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31 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.

32. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee .stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958, Schedule-1, Article 25 (d). The Particulars of the same is as follows :-

RUPEES.	PARTICULARS.
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19,00,000/-	AGREED CONSIDERATION,
16,21,500/-	GOVERNMENT CURRENT RECKONER VALUE EXCLUSIVELY FOR STAMP PURPOSES,
1,14,000/-	STAMP DUTY PAID,
19,000/-	REGISTRATION CHARGES

The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottees.

33. CONSENT:-

That the Owners/Consenting Parties herein have given their irrevocable consent to this document . No separate consent is required.

That the Allottee has given his/her/their irrevocable consent to revise the Building Plan without affecting the area under this document.

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

35. 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

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India for the time being in force and the courts will have the jurisdiction for this Agreement

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

SCHEDULE- A

(THE SAID PROPERTY REFERRED TO ABOVE)

a) All that piece and parcel of land bearing S. No. 6/3/1/6/ 2 A / 40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185 / 18, admeasuring as per City survey records 362.00 sq. Mtrs. & having city survey no. 8185 / 20, admeasuring as per city survey records 362.00 sq. Mtrs lying and being at Pathardi Shiwar, 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	:	9 meter colony road
On or towards West	:	Plot no. 37 & 38
On or towards South	:	Plot no. 42
On or towards North	:	9 meter colony road

b) Out of above described property, area towards south side of property described in part a admeasuring 340.72 sq.mtrs as per 7/12 extracts and area admeasuring 351.55 sq.meters as per City Survey record which is bounded as shown below:-

On or towards East	:	9 meter colony road
On or towards West	:	Plot no. 37 & 38
On or towards South	:	Plot no. 42
On or towards North	:	9 meter road

SCHEDULE- B

(OF THE SAID PREMISES REFERRED TO ABOVE)

The premises of Flat No. 17 on the Sixth floor in LAXMI AVENUE B WING having Carpet area admeasuring 32.12 sq. meters + Balcony area admeasuring 7.99 sq.mtrs., approximately which is bounded as shown below:-

On or towards East	:	By Marginal Space
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On or towards West : By Lift , Lobby & Flat No. 18
 On or towards South : By Marginal Space
 On or towards North : By Flat no. 16

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

(A) SPECIFICATIONS AND COMMON AMENITIES FOR THE APARTMENT

a. COMMON AMENITIES:

1. STRUCTURE:-

- Earthquake resistant R.C.C. frame structure.

2. INTERNAL/EXTERNAL:

- Brickwork-external 6" light weight block/flyash. Internal 4" light weight block/flyash.
- Gypsum/POP finish for walls in the entire flat.
- Internal wall finish with O.B.D. paint, or similar.
- Double coat external plaster.
- External apex paint or similar.
- Lift with battery back-up or generator back-up.

3. FLOORING:-

- 24" x 24" vitrified porcelain flooring in all rooms.

4. KITCHEN:-

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

5. ELECTRIFICATION:-

- Concealed wiring with circuit breakers.
- Adequate electrical points along with modular switches.
- T.V and telephone point in living room

6. DOORS AND WINDOWS:-

- Decorative main door with attractive fittings.
- Night latch on main door.
- Laminated frames for all doors.
- Three track sliding windows with mosquito net, safety grill and granite sill.

7. BATHROOM/TOILET:-