

सूची क्र.2

04/12/2023

दुय्यम निबंधक : मह. दु.नि. निफाड-2

दम्न क्रमांक : 4558/2023

नोंदणी :

Regn:63m

गावाचे नाव : ओझर टाऊनशिप

(1) मिळ्याचा प्रकार	माटेघन
(2) मोतदना	3000000
(3) वाजारभाव(भाडेपट्ट्याच्या यावृत्तपट्ट्याकार आकारणी देतो की पट्टेदार ते नमूद करावे)	2222000
(4) भू-मापन, पोटहिस्सा व परक्रमांक(अमल्याम)	1) पालिकेचे नाव:नाशिक इतर वर्णन : , इतर माहिती: , इतर माहिती: मीजे ओझर टाऊनशिप येथील खिचणी मिळकत प्लॉट नं 213 याची प्लॉट नं 30 यावर बांधकाम केलेली वॉटम पार्क या इमारती मधील दुय्यम मजल्यावरील फ्लॉट नं 9 याची क्षेत्र 78.95 चौ मी याची येणेप्रमाणे वर्णनाची मिळकत((GAT NUMBER : 213 Plot No 30 Flat No 9 ;))
(5) क्षेत्रफळ	1) 78.95 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तावेज करून देणा-या/निहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायानयाचा हक्कनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-एवीडी होम रॉफे अभियेक वाळामाहेव देशमुख वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:- ओझर मिग , ब्लॉक नं:- ता निफाड , रोड नं:- जि नाशिक , महाराष्ट्र, शास्:ईक. पिन कोड:-422207 पॅन नं:- AOIPD3091G
(8) दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायानयाचा हक्कनामा किंवा आदेश अमल्याम प्रतिवादिचे नाव व पत्ता	1): नाव:-मयूर नानासाहेव मंडलिक वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:- ओझर मिग , ब्लॉक नं:- ता निफाड , रोड नं:- जि नाशिक , महाराष्ट्र, शास्:ईक. पिन कोड:-422207 पॅन नं:-ATBPM0253B 2): नाव:-प्रणीता मयूर मंडलिक वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:- ओझर मिग , ब्लॉक नं:- ता निफाड , रोड नं:- जि नाशिक , महाराष्ट्र, शास्:ईक. पिन कोड:-422207 पॅन नं:-CUBPD6704M
(9) दस्तावेज करून दिल्याचा दिनांक	04/12/2023
(10) दम्न नोंदणी केल्याचा दिनांक	04/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	4558/2023
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	180000
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) धन	

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.

सुची क्र.11
नोंदणी नंतरची प्रत्येक प्रत
अस्तित्वात वर कुरूप नसतः
/s/ 1983
दुय्यम निबंधक श्रेणी-१, निफाड-२



551/4558

Monday, December 04, 2023

5:08 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 5803

दिनांक: 04/12/2023

गावाचे नाव: ओझर टाऊनशिप

दस्तऐवजाचा अनुक्रमांक: नपड2-4558-2023

दस्तऐवजाचा प्रकार : साठेखत

सादर करणाऱ्याचे नाव: मयूर नानासाहेब मंडलिक

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 800.00

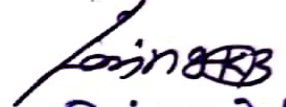
पृष्ठांची संख्या: 40

एकूण:

₹. 30800.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:28 PM ह्या वेळेस मिळेल.


दुय्यम निबंधकार शेणैकर
बिकाडर

बाजार मूल्य: ₹.2222000/-

मोबदला ₹.3000000/-

भरलेले मुद्रांक शुल्क : ₹. 180000/-

1) देयकाचा प्रकार: DHC रक्कम: ₹.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223040803776 दिनांक: 04/12/2023

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011850643202324E दिनांक: 04/12/2023

बँकेचे नाव व पत्ता:



CHALLAN
MTR Form Number-6



SRN	MH011850643202324E	BARCODE	[Barcode]		Date	04/12/2023-13:22:35	Form ID	25.1
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	NPD2_NIPHAD 2 JOINT SUB REGISTRAR			Full Name	Mayur Hanasaheb Mandlik			
Location	NASHIK			Flat/Block No.	Gat No 213 Plot No 30 Flat No 9			
Year	2023-2024 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	Ozar Township			
0030046401	Stamp Duty	180000.00		Area/Locality	Niphad			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN	4	2	2	2
				Remarks (If Any)	SecondPartyName=Abhishek Balasaheb Deshmukh-CA=3000000-Marketval=2222000			
				Amount In	Two Lakh Ten Thousand Rupees Only			
Total				2,10,000.00	Words			
Payment Details				FOR USE IN RECEIVING BANK				
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572023120454550	IKOCNYHA09	
Cheque-DD Details				Bank Date	RBI Date	04/12/2023-13:24:23	Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID : Mobile No. : 7588616764
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

न.प.ड.-२
 सा.क्र. ५५८ / २०२३
 २ — ४०



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1223040803776

Date 04/12/2023

Received from Self, Mobile number 7588616764, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Niphad of the District Nashik.

Payment Details

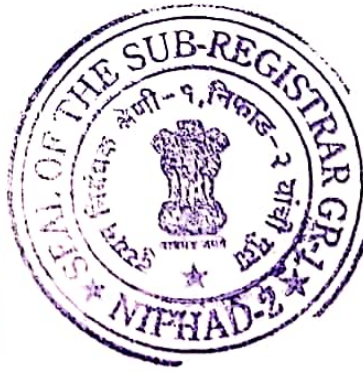
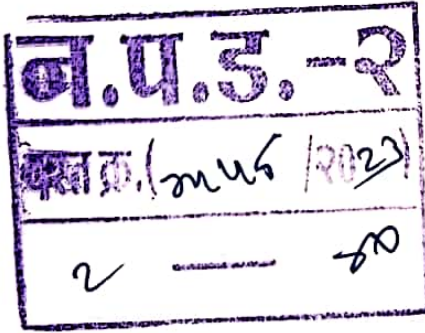
Bank Name SBIN

Date 04/12/2023

Bank CIN 10004152023120403585

REF No. 333886660269

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



न.प.ड.-२
वस्तक्र. (२५५८/२०२३)
३ — ४०



Government Valuation Rs. - 22,22,000/-
Agreed Consideration Rs. - 30,00,000/-
Stamp Rs. - 1,80,000/-
Registration fees Rs. - 30,000/-

|| Shree ||
AGREEMENT FOR SALE
(As per Annexure 'A')

See rule 10(1)

This AGREEMENT FOR SALE is made and executed at Nashik on this 4th day of the month in December the Year Two Thousand and Twenty Three (2023).

BETWEEN

ABD HOMES, (a Proprietorship firm) PAN: AOIPD3091G, though it's Proprietor Mr. **Abhishek Balasaheb Deshmukh**, Age: 34 years, Occupation: Business, having address at Shop No.10, Ganapatrao Deshmukh Complex, Opposite Ozar Police Chowki, Ozar Mig, Tal- Niphad, Dist- Nashik-422207 hereinafter referred to as "**The PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof, always mean and include its partners, successor-in-interest, executors, administrators, assigns for the time being in the force, etc.) of the **ONE PART**.

AND

MR. Mayur Nanasaheb Mandlik Age-34 years, Occupation- Service PAN:ATBPM0253B Aadhar No. 843411924531 Residing at: Ozar Mig Tal-Niphad Dist- Nashik

MRS. Pranita Mayur Mandlik Age-31 years, Occupation- Service PAN: CUBPD6704M, Aadhar No. 305463331982 Residing at: Ozar Mig Tal-Niphad Dist- Nashik

Hereinafter referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof, always mean and include his/her/their legal heirs, successor-in- interest, executors, administrators, assigns for the time being in force, etc.) of the **OTHER PART**.

WHEREAS Promoter own immovable property being piece or parcel of freehold land bearing **Plot No. 30** admeasuring **452.25 Sq.Mtrs.**, N.A. Assessment Rs. 236.70 Ps. Along with **Road Widening FSI Area adm.0.00 Sq.mtrs.** from & out of approved layout of **Survey No. 213**, situate, lying and being at revenue **Village Ozar**, Taluka Niphad and District Nashik, within Registration and Sub- Registration District Niphad, which is more particularly described in the "First Schedule" hereunder written (hereinafter referred to as "**THE PROJECT LAND**").

AND WHEREAS the project land is out of approved layout, which has been approved by the NMRDA Nashik vide letter- **Outward No. NMRDA/Anti/ABHI/Mouje Ozar/Gat No 213 pai/1197, Dated 25/05/2022** And also converted into non-agriculture use by the order of Sub Divisional Office, Niphad, Dist- Nashik vide letter- **Outward No. JAMA/N.A.S.R/99/2021, Dated 24/02/2022,**

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

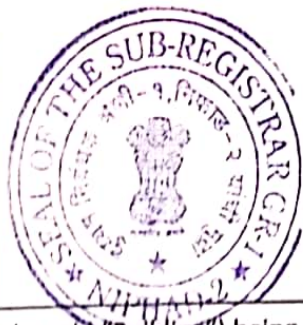
AND WHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land one building for residential purpose, consisting of –

- Ground Floor : For Parking
- First Floor : Flat No. No. 1 to 4
- Second Floor : Flat No. No. 5 to 8
- Third Floor : Flat No. 9 to 12
- Fourth Floor : Flat No. 13 to 15

AND WHEREAS the Allottee is offered an Apartment /Flat bearing number 9th on the 2nd floor, (herein after referred to as the said "Apartment") in the wing of the building called

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क्रमा. (२५५६/२०२१)
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Lotus Park (herein after referred to as the said "Building") being constructed in the Sq. Mtrs phase of the said project, by the Promoter
AND WHEREAS the Promoter has entered into a Standard Agreement with an Architect Manish Jadhav who is 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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no P51600047848; authenticated copy is attached in Annexure 'F';
AND WHEREAS the Promoter has appointed a Structural Engineer Mr. Vijay B. Amesur for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building;
AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments, to receive the sale consideration in respect thereof;
AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect Manish Jadhav 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 the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively
AND WHEREAS the authenticated copies of the plans of the Layout as approved by the NMRDA Nashik vide letter- **Outward No. NMRDA/Anti/ABHI/Mouje Ozar/Gat No 213 pai/1197, Dated 25/05/2022** have been annexed hereto and marked as Annexure C-1.
AND WHEREAS the authenticated copies of the Non-Agriculture Permission granted by the concerned Local Authority i.e. Sub Divisional Office, Niphad, Dist- Nashik vide letter- **Outward No. JAMA/N.A.S.R/99/2021, Dated 24/02/2022**, has been annexed hereto;
AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed here to and marked as Annexure C-2,
AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority i.e. Executive Engineer, Town Planning Department, Ozar Nagar Parishan Dist- Niphad, Nashik vide Commencement Certificate No. ONP/ BAND/ NR/KARYA-01, Dated 30/06/2022, Said Commencement Certificate has been annexed hereto and marked as Annexure D.
AND WHEREAS the Promoter has got Residential permission from the Divisional Office Niphad vide Notice/Order No. **JAMA/N.A.S.R/99/2021, Dated 24/02/2022** and paid the conversion tax of Rs. 16520/- vide Challan No. MH013587914202122M Dt.24 /02 /2022 have been annexed hereto;
AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) of the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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AND WHEREAS while sanctioning the said building plans the Ozar Nagar Parishad Ozar Nashik 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 said project land and the said project and upon due observance and performance of which only the Completion of Occupancy Certificate in respect of the said project shall be granted by the Ozar Nagar Parishad, Ozar

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment /flat No. 9 on 2nd floor in wing situated in the building being constructed in the phase of the said Project,

AND WHEREAS the carpet area of the said Apartment/Flat is 49.36 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. 3,00,000. (Rupees Three Lack 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 has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai having its Registration No. P51600047848 dated 28/11/2022

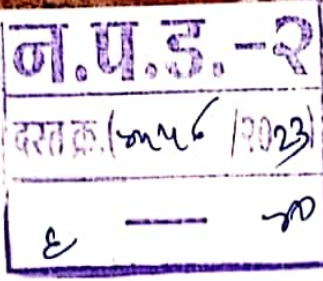
AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908, and the Allottee/s has agreed to get registered this Agreement for Sale with his/her/their own cost;

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/s hereby agrees to purchase the Apartment 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 shall construct the said building/s consisting of zero Basement + Ground Floor + First Floor to Fifth 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/s in respect of variations or modifications which may adversely affect the said Commercial Shops/Offices/Restaurant of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment No. 9 on the 3rd Floor having its carpet area 49.36 Sq. Mtrs in the building known as "LOTUS PARK" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. 30,00,000/- (Rupees Thirty lack 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.

ii) The Allottee/s hereby agrees to acquire from the Promoter and the Promoter here by agrees to grant to the Allottee/s the exclusive right of user of the **One Covered Car Parking situated No 9 on Ground Basement Floor**. The Allottee/s shall not raise any dispute in the future about suitability of the said parking space as constructed by the Promoter.

iii) The Carpet area of the said Apartment/Flat No. 9 on the 3rd Floor having its carpet area 49.36 Sq.Mtrs. including area of the open terrace or balcony area as per revised building plan, and the calculated under Sec. 2 (k) of the said Act and vide Circular No. 4/2017 date 14/06/2017, the copy of revised sanctioned plan of such area annexed herewith.

iv) The remaining covered as well as open car parking, if any, shall be allotted by the legal entity of the Allottee/s as and when formed.

The total aggregate consideration amount for the said Apartment including covered parking spaces is thus Rs. 30,00,000/- (Thirty Lack Rupees only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs 3,00,000/- (Rupees Three Lack only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs 27,00,000/- (Rupees Twenty Seven Lack Only) in the following manner :-

i. Amount of Rs 8,10,000/- (Rupees Eight lack ten thousand Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs 04,05,000.-/-(Rupees Four lack fiveThousand Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs 6,75,000.-/-(Rupees Six Lack Seventy Five Thousand Only.) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs 1,35,000.-/-(Rupees One Lack Thirty Five thousand Only.) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs 1,35,000.-/-(Rupees One Lack Thirty Five thousand Only.) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs 1,35,000.-/-(Rupees One Lack Thirty Five thousand Only.) (not exceeding 85% of the total consideration) 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. Amount of Rs 2,70,000.-/-(Rupees Two Lack Seventy Thousand Only.) (not exceeding 95% of the total consideration) 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. Balance Amount of 1,35,000.-/-(Rupees One Lack Thirty Five thousand Only.) 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(d) The Total Price above excludes Goods and Service Tax, and the amount towards Maintenance Deposit, Electric Connection Charges, Formation Charges of Association of Apartment and other Taxes consisting of tax paid or payable by the Allottee/s or Cess or any other similar taxes which may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Commercial premises by the Promoter to the Allottee/s, in connection with the construction of and carrying out the Project) payable by the Allottee/s up to the date of handing over the possession of the said Apartment.

न.प.ड.-२

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1(e) The Total Price is escalation free, save and except escalations/ increases, due to increase on account of development charges payable to the Municipal Corporation of Nashik and/or any other increase in charges which may be levied or imposed by the said Corporation/Local Bodies/Maharashtra State Electricity Distribution Company Limited/ Central and State Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Ozar Nagar Parishad of Ozar and/or Maharashtra State Electricity Distribution Company Limited 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/s, 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 installments payable by the Allottee/s by discounting such early payments as decided by mutually per cent per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Completion Certificate or Occupancy Certificate is granted by the Ozar Nagaparisad and/or concern authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 percent. The total price payable for the carpet area shall be recalculated upon such confirmation by the Promoter. If there is any reduction in the carpet area of the said Apartment less upto 3 percent, then the Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate of 12% (twelve) per annum, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area more than 3 percent allotted to Allottee/s, the Promoter shall entitled to demand from the Allottee/s the additional/ excess amount and the Allottee/s shall pay within 15 days from demand the same. 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/s authorizes the Promoter to adjust/appropriate all payments made by Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his/her/their 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 said Apartment to the Allottee/s, obtain from the said concerned local authority, occupancy and/or Completion Certificates in respect of the said Apartment.

The Promoter will take prior consent from the Allottee/s before making any changes, modification, alteration in sanctioned layout and/or building plan may have been necessary to complete the construction before handing over the possession of the said Apartment to the allottee/s. The allottee to give no objection if necessary to the concern local authority to sanction the layout/s and plans submitted by the Promoter.

The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on Ozar, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular

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development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

2.2 Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her/them to the Promoter under the terms hereof and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(c) (herein mentioned above in "Payment Schedule").

2.3 Additional Construction - The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

3. The Promoter hereby declares that the Project Land is 452.25 Square Meters + FSI of D.P. Road widening area 0.00 Square Meters, both aggregating 452.25 Square Meters only and the Promoter has utilized basic FSI 0.00 Sq.Mtrs. + D.P. Road FSI 0.00 Sq.Mtrs. + TDR 0.000 Sq.Mtrs. + allowed additional commercial built-up area 0.00 Sq.Mtrs. + Ancillary FSI 0.00 Sq.Mtrs., all aggregating 452.25 Sq.Mtrs. And the Promoter has planned to utilize residue Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mention in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the residue Floor Space Index as proposed to be utilized by him/them on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

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Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter) within the period of 30 (thirty) days of the termination, the installments of sale consideration of the said Commercial Premises (Shop/Office/Restaurant) which may till then have been paid by the Allottee/s to the Promoter.

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

6. The Promoter shall give possession of the said Commercial Premises to the Allottee/s on or before 31/07/2025. If the Promoter fails or neglects to give possession of the said Commercial Apartment/Shop to the Allottee/s on account of reasons beyond its control and of his/its agents by the aforesaid date, then in such event, the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him/them in respect of the said Residential premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, or the Allottee/s shall have option to terminate this Agreement on the ground of such failure or neglect on the part of the Promoter.

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

(i) War, Civil Commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Any circumstances arising from court order due to specific stay or injunction orders relating to the real estate project from any Court of Law or Tribunal Authority etc., the period shall be valid and extension shall be granted for such period where actual work could not be carried by the Promoter as per sanctioned plan due the said circumstances or court order.

7.1 Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate or Completion Certificate from the competent authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 03 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Commercial Apartment/Shop to the Allottee/s.

The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 07 (seven) days of receiving the Occupancy Certificate or Completion Certificate of the Project.

7.2 The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

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7.3 The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on Ozar, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

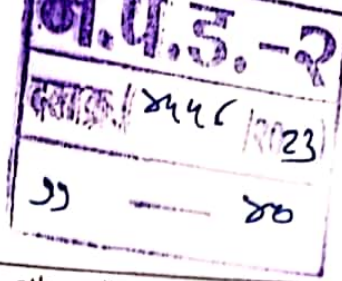
7.4 Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the said Apartment -

(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/them in respect of the said Residential cum Commercial Flat/Apartment/Shop, with the interest 12% per annum within 30 (thirty) days including compensation (if applicable) in the manner as provided under the said Act.

7.5 Failure of Allottee/s to take Possession of the said Apartment: Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7.1, such Allottee/s shall continue to be liable to pay maintenance charges and property taxes or other charges (if any) as applicable. If any Allottee/s purchase any Apartment in the building after its obtaining completion/occupancy certificate and which is ready for possession in all respects, in that case such Allottee/s shall be liable to pay maintenance charges and property taxes including dues from date of completion certificate and all other charges been applicable.

8. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of approved Residential use which is of legal and lawful in nature, but not any immoral or illegal purpose. The Allottee/s shall not use the said Apartment for any business activities i.e. Fabrication Work, Floor Mill, Liquor Shop, Beer Bar, Grinding Machine, Fire, Godown and/or selling of any non-vegetarian foods/ Items, etc. which shall affect the tranquility or peace of the occupiers of the building, and not such business activities which affect the structure of building and the said Apartment shall not be used for the purpose other than as per the approved plans and Occupancy Certificate (Completion Certificate). And the Allottee/s shall use the covered parking space allotted to him/her/them only for purpose of keeping or parking their own & client's vehicle.



9. The Allottee/s along with other allottee(s) of Apartments in the said Project shall join informing and registering a Co-operative Housing Society or Association of Apartment Owners or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society or Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register such Society under the Maharashtra Co-Operative Societies Act 1960 or Association of the Allottee(s) under Section 10 of the Maharashtra Apartment Ownership Act 1970, within the time limits prescribed by the Rule 2 of the Maharashtra Ownership of Flats (Regulations of the Promotion of Construction, Sale, Management & Transfer) Rules, 1964. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, or the Registrar/Sub-Registrar of Assurances or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairing & maintenance charges of lift, battery back-up, generator set and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company or Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution as agreed by and between them towards the outgoings. And the Allottee/s shall pay to the Promoter as and when demanded, Rs. 350/- (Rupees Three Hundred Fifty Only) per Square Feet of carpet area of said Apartment towards the Maintenance Deposit of the said building. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said Project is executed in favor of the said Society or Limited Company or Association as aforesaid. On such conveyance being executed for the said Project, the aforesaid contribution (deduction of expenses done by the Promoter for maintenance of building and common areas and other deduction provided in this Agreement) shall be paid over by the Promoter to the Society or Limited Company or Association, as the case may be.

10. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment

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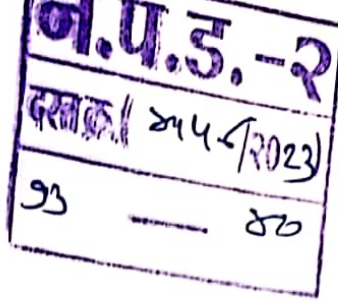
or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and the Allottee/s shall be liable for penalty, which is extend upto five Percent of Apartment or building cost, and/ or punishable with imprisonment for a term which is extend upto one year with fine as the case may be as default continuous as determined by the Authority under Sec. 67 and 68 of the said Act.

10.1 The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts: -

- (i) Rs. 10,000/- (Rupees Ten Thousand Only) for formation of the Association of an Apartment Owners.
- (ii) Rs. 50,000/- (Rupees Fifty Thousand Only) towards proportionate expenses of installation charges for common water connection & separate Electric Meter with connection in the said Apartment, and
- (iii) Rs. 130/- (Rupees One Hundred Thirty Only) per Square Feet of carpet area of said Apartment towards the related Maintenance Deposit of the said building. The amount of maintenance is fixed on the basis of commercial use of said Apartment with common water & drainage connection in the said building, common light bills, repairing & maintenance charges of lift, battery back-up, generator set and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. This amount of Maintenance Deposit shall be deposited in the Bank Account of the said building which should be opened by the Promoter in the name of Association of Apartment Owners and the Promoter should not liable to pay any interest on this amount to the Allottee(s). The possession of the said Apartment/Shop will not be handed over, if Maintenance Deposit charges are not paid by the Allottee(s) to the Promoter as and when demanded.

10.2 Simultaneously with the execution of this Agreement, the Allottee/s shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017 / Integrated Goods and Service Tax Act 2017 / Maharashtra Goods and Services Tax Act, 2017 / or rules framed there under or any other law for the time being in force for the purpose, of the agreed sale /purchase price of the said Residential cum Commercial Flat/Apartment/Shop. The said amount shall be paid by the Promoter to the Government as prescribed by the Law. The Allottee/s shall make payment of GST applicable to the said Apartment at the rate prescribed by Law at the time of execution of these presents. If, however, at any time hereafter, the rates of such Goods and Service Tax (GST) are increased or decreased by the Government, the amount payable by the Allottee/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Apartment by the Promoter to the Allottee/s before or after taking the possession of the said Apartment as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/s hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.

11. The Allottee/s shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society or Association or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.



12. At the time of registration of conveyance of the said Project, the Allottee/s shall pay to the Promoter, the Allottee/s share of Stamp Duty and Registration Charges payable, by the said Society or Association or Limited Company on such conveyance or any document or instrument of transfer in respect of the said Project. At the time of registration of conveyance of the said project land with the said project, the Allottee/s shall pay to the Promoter, the Allottee/s share of Stamp Duty and Registration Charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title to the project land as declared in the Title Certificate annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the said project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the said Title Certificate;
- iv. There is no litigation pending before any Court of Law with respect to the project land or Project except those disclosed in the said Title Certificate;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Common Areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement / Arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottee(s), the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee(s);
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities;
- xi. No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project Land and/or the Project except those disclosed in the said Title Certificate.

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

- i. To maintain the said Apartment at the Allottee & own cost in good and tenantable repair and

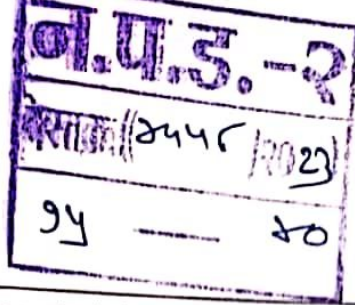
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- condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situate which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Apartment is situate and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned Local or Other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situate, including entrances of the said Building in which the said Apartment is situate and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situate or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or Other Public Authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situate and shall keep the sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradis or other structural members in the without the prior written permission of the concerned Local Authority and Promoter and/or the Society or Association or the Limited Company.
- v. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grill etc., and installation of dish Antenna's without the permission of the Promoter. In case any such enclosure, the Promoter shall remove the grill/wall otherwise so fixed constructed at the cost of the Allottee/s. The Allottee/s shall be liable to pay such costs on demand by the Promoter.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Apartment is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the said Building in which the said Apartment is situate.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situate.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other



public authority, on account of change of user of the said Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.

x. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

xi. The Allottee/s shall observe and perform all the rules and regulations which the Society or Association or Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Association/Limited Company/Apex Body/Federation regarding the occupation and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a Deed of Conveyance of the said Building in which said Apartment is situated is executed in favor of Society/Association/ Limited Company/Apex Body/Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project land and Building or any part thereof to view and examine the state and condition thereof.

xiii. Till a Deed of Conveyance of the said Project Land on which the said Building constructed in which the said Apartment is situated is executed in favour of Society or Association or Limited Company or Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land or any part thereof to view and examine the state and condition thereof.

xiv. The Allottee/s is/are hereby prohibited from altering, obstruction the external and internal structure of the building constructed as per the sanctioned plan and from enclosing balconies/terraces with grills or otherwise, falling which the Promoter shall remove such grill/wall constructed by the Allottee/s at the cost of Allottee/s. The Allottee/s shall be liable to pay such cost on demand by the Promoter and if the Allottee/s fails to pay the said cost shall be recovered by the Promoter from the interest free security deposit paid by the Allottee/s.

xv. As the Promoter will be applying to the concerned authorities for giving separate water connection for building and electricity meters and connections from the concerned department then in that case the Promoter may provide electrical connections/water supply/power supply/generator supply through any other temporary arrangement because of which there is any improper/ insufficient/ irregular supply of water/ electricity, the Promoter shall not be held liable for the same. The Allottee/s hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and Goods and Service Tax (if applicable) thereon.

xvi. Till the separate electric meter or water meter is installed/allotted by the MSEDCL and/or any other Authority, the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric supply to the Allottee/s from common meter and proportionate electricity charges and water meter charges and also the expenses for the maintenance of the common areas and facilities in portion to the area of his/her/their said Apartment as mentioned in the Clause 23.

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14.1 In pursuance of the aforesaid terms of the said Agreement between the parties hereto it has been agreed that before 15 days prior to taking possession of the said Residential Flat/Apartment/Shop agreed to sold/ purchased, the Allottee/s shall pay to the Promoter an amount which decided by both as a interest free security amount for due compliance on the part of the Allottee/s as mentioned above. In the event Allottee/s commits any act in contravention of the above terms, then the Promoter shall entitled to withdraw the required amount from the said security deposit and the amount shall be utilized the same for any loss, damage suffered by the Promoter and the costs and all expenditure incurred by the Promoter due to non-compliance of the terms hereof and non-observance of the terms and conditions as mentioned hereinabove on the part of the Allottee/s and also for expenses like MSEDCL etc., on encroachment in the area other than allotted, failure to pay the taxes as and when demanded, fine on failure in extending co-operation in procedure of formation of Society/ Association/ Federation/ Apex Body, so as to protect the rights and interest of all the unit (Apartment) Allottee/s in the said Project, which shall be completely at the discretion of the Promoter. It is hereby further clarified and agreed that, the Promoter shall after deductions if any on account of the reasons stated in clauses above from the aforesaid interest free security amount, refund the balance of the said amount without any interest thereon to the Allottee/s only after 5 years from handing over the possession of the said Apartment to the Allottee/s. The Allottee/s hereby agrees to purchase the said Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/ given common areas/facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, in respect of the terms and conditions specified by the Association of Allottee/s from time to time.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the

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Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE/S

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to such Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

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

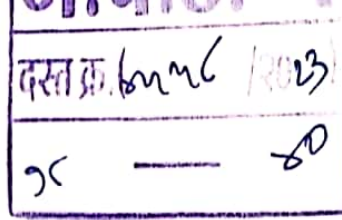
25. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, and after the Agreement is duly executed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

26. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee/s: 1) **MR. Mayur Nanasaheb Mandlik** 2) **MRS. Prnita Mayur Mandlik**

Allottee/s Address: Ozar Mig Tal –Niphad Dist Nashik



Mobile Number: +91 9923336662

Promoter Name: Abhishek Deshmukh,
[Proprietary Firm]

Office Address: Office at- Shop No.10, Ganpatrao Deshmukh Complex,
Opp. Ozar Police Chowki, Ozar, Nashik-422207.

It shall be the duty of the Allottee/s 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/s, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

29. STAMP DUTY AND REGISTRATION

The charges towards Stamp Duty, Registration Fee, Local Body Cess, Typing, Xerox and Advocate Fee of this Agreement for Sale, and of final conveyance shall be borne by the Allottee/s.

30. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the Dispute amicably and mutual discussion, the dispute shall be settled through the adjudicating officer as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations made 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 Niphad Courts will have the jurisdiction for this Agreement.

32. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

33. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential

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/commercial status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

34. LOANS FROM FINANCIAL INSTITUTION/BANK

(a) It is mutually agreed between the parties that in case the Allottee/ intends to avail housing/purchase/term loan from any Banks/Financial Institutions for payment of installments of the Sale Consideration as set out hereinabove, the same may be availed on the basis that no right or interest of the Promoter under this Agreement is affected on account of finance being obtained by the Allottee/s. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Apartment on any ground or revokes the loan already granted.

(b) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give his no objection to the same. The Promoter agrees that he/they shall give such no objection without prejudice to their rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to Promoter's right for payment of consideration on sale of said Apartment due from the Purchaser and that the Promoter shall be entitled to adopt all recourse available under this Agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee/s shall not make such refusal/ delay an excuse for non- payment of any installments/ dues to Promoter within stipulated time as per the payment plan.

(c) It is mutually agreed between the parties that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee/s. All costs associated with procurement of loan amount shall be borne by the Allottee/s alone.

(d) Notwithstanding any arrangement between the Allottee/s and Bank/ Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, Property Taxes, Goods and Service Tax, Local Body Tax, Works Contract Tax etc, remains unpaid/outstanding at any stage, then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Apartment and/or the said Commercial Apartment/Shop for the unpaid/outstanding amount including interest thereon.

(e) The Allottee/s shall indemnify and keep indemnified the Promoter and their successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and their successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the said loan in respect of the said Apartment.

(f) In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee/s shall not make such refusal/ delay an excuse for non-payment of any installments/dues to Promoter within stipulated time as per the payment plan.

35. MISCELLANEOUS

a. The Promoter, before execution of this Agreement has explained to the Allottee/s *inter alia*,

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the entire scheme of the said Project Land, mode and form of conveyance, formation of apartment, maintenance of overall project amenities, the difference between the said optional facilities and the said common amenities etc. and the Purchaser having understood and accepted the same, has executed this Agreement.

b. The Allottee/s and/or the apartment association shall follow all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as- 1) Water (Prevention and Control of Pollution) Act 1974, 2) Air (Prevention and Control of Pollution) Act 1981, 3) Environment (Prevention and Control of Pollution) Act 1986, 4) H.W. (M & H) Rules, 5) Maharashtra Pollution Control Board, 6) Letter of Intent, 7) Public Liability (Insurance) Act, 1991, 8) Regulation for Development of Integrated Township in area under Nashik Regional Plan, 9) Maharashtra Regional and Town Planning Act, 1966, 10) and all concerned & then prevailing laws applicable for time being in force, etc. and notifications, circulars there under, published by concerned government authorities/ departments.

c. If the Allottee/s suffer any loss, damages etc. arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations et cetera, the Promoter shall not be liable to make good the same to the Allottee/s.

d. The Promoter herein has not undertaken any responsibility nor the Promoter have agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

e. The Promoter is entitled to retain with or sell or let on license basis the Top terrace of the said building for signing board, advertisement, hotel or any other purpose.

d. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & then Prevailing Laws: Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the Real Estate (regulation and Development) Act 2016 & prevailing Laws. The Allottee/s declares hereby that he/she/they has/have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

FIRST SCHEDULE ABOVE REFERRED TO

[DESCRIPTION OF THE SAID PROJECT LAND]

All that piece and parcel of non-agricultural plot property bearing **Plot No. 30 (Thirty)** area admeasuring **452.25 Sq.Mtrs.** NA Assessment Rs. 236.70 Ps. from & out of **Survey No. 213**, Situated at Revenue Village **OZAR**, Taluka **Niphad** and District **NASHIK** along with Road widening FSI admeasuring 0.00 Sq.Mtrs. and along with purchased TDR admeasuring 0.00 Sq.Mtrs. Said Plot property is within the limits of Ozar Nagar Parishad & also within the Registration and Sub- Registration District of Pimpalgaon, which is bounded as under:-

- On or towards East : Gat No 213 Part
- On or towards West : 12-Meter-wide Road towards
- On or towards South : Plot No.31 Gat No 213
- On or towards North : Plot No.29 Gat No 213

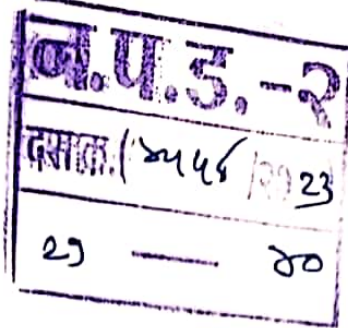
SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Building in which the said Commercial Premises situated) From and out of the total Project Land as mentioned in the First Schedule, the said building is constructed/to be constructed in the name & style as **LOTUS PARK** consisting of Ground+ First Floor to Fourth Floor, and bounded as under:

- On or towards East : Adjacent Gat No. 213/Part.
- On or towards West : 12 Mtr. Wide Road.
- On or towards South : Adjacent Plot No. 31.
- On or towards North : Adjacent Plot No. 29.

The said Apartment premise is situated in the said project and particulars and description of the said premises is described in **THIRD SCHEDULE** written hereunder.

THIRD SCHEDULE



(Description of the said Apartment)
Upon the property mentioned in the First Schedule herein above, constructed building structures of commercial project known in the name & style as LOTUS PARK from and out of the said building all that constructed premises having Apartment/Flat No 9 situated on 3rd Floor having its carpet area 78.95 Square Sq.Mtrs. including balcony/terrace area adjoining thereto if any + 10% Add Builtup area 86.79 Sq Metrs One Covered Car Parking No 9 situated on Ground Floor, and the said premises bounded as under:

On or towards East : 12 Mtr. Wide Road & Open to Sky

On or towards West : Flat No 12

On or towards South : Adjacent Plot No. 31 & Open to Sky

On or towards North : Flat No 10,11 Staircase

All the said premise together with existing rights of easements, access, common amenities, fittings, fixtures and other rights appurtenant thereto;

FOURTH SCHEDULE

(THE NATURE, EXTENT AND DESCRIPTION OF INTERNAL AS WELL AS EXTERNAL AMENITIES AND SPECIFICATIONS)

Internal Amenities:

R.C.C. Work : R.C.C. framed Structure.

BLOCK WORK : External 6" thick and internal 4" thick

(AAC & red brick in combination or only AAC).

FLOORING : 2x2 600 mm x 600 mm Vitrified / Ceramic tiles flooring. Ceramic Tiles Dado upto 4" height in Bathroom/Toilet.

SHUTTER : MS Rolling Shutter manually operated.

DOORS : PVC door for Bathroom/Toilet.

INTERNAL FINISH : Neru Plaster & OBD (Oil Bound Distemper).

EXTERNAL FINISH : Acrylic or equivalent Paint.

ELECTRICAL : Concealed electric fitting with sufficient points.

PLUMBING : PVC/SWR Water pipe of standard forest. plumbing, CPVC/UPVC pipes for internal pipeline In bathroom/toilet.

C.P. SANITARY FITTINGS : The C.P. sanitary fittings & fixtures of reputed brand.

Common Facilities : Over head and Under Ground Water Tank along with Rain Water Harvesting System to water drain in to well

FIFTH SCHEDULE

(The nature, extent and description of common areas and facilities) Common areas and facilities of immediate area abutting the main entrance door after the landing on the floor, staircase, lifts, entrance lobby of the building, Security Cabins, servant's toilet and all other areas which have been provided for common use by the Organization of the said Apartment hereby agreed to be sold in proportion with other premises on the same floor. In case of there is adjoining terrace, the same shall belong exclusively to the respective Purchasers of the said premise abutting to the terrace.

SIXTH SCHEDULE

DESCRIPTION OF THE COMMON EXPENSES AND DEPOSITS

1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roofs, gutter, and rain water pipes of the building, water pipes, gas pipes, if any, and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flats and main entrance, passages, landings and staircases, terraces or roofs of the building as enjoyed by the Allottee/s or used by him in common as afore said.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the Allottee/s in common as aforesaid.
3. The cost of the decorating the exterior of the building.

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4. The cost of the salaries of facility team, clerks, bill collectors, chowkidars, sweepers, etc. appointed by Promoter, Association to manage and look after the building.
5. The cost of maintenance of other lights and services charged.
6. Costs of maintenance of lifts and its machinery.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building/s and the entire project.
9. N.A. Tax after completion of building.

SEVENTH SCHEDULE
DESCRIPTION OF THE PROHIBITED AND RESTRICTED AREA

1. MSEDCL Transformer/Sub-Station area.
2. Septic Tank area.
3. Generator/Battery Back-up area.
4. Security Cabin.

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 witness, signing as such on the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE/S
1) MR. Abhishek Balasaheb Deshmukh
[Party of the FIRST PART]

Abhishek Deshmukh



SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PROMOTER
Abhishek Deshmukh (a Proprietary Firm) through its Proprietor namely-

[1] MR. Mayur Nanasaheb Mandlik

Mayur Mandlik



[2] MR. Pranita Mayur Mandlik
[Party of the SECOND PART]

Pranita Mandlik



IN THE PRESENCE OF WITNESSES:

1) Name : - *Abhijit. A. Gaikwad* Sign : - *Abhijit*

2) Name : - *Mayurishk N. Mandlik* Sign : - *Mayurishk*

न.प.ड.-२
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[महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि भौतिकता (सवार करणे व सुविधीत ठेवणे) विषय १९७७ सालील नियम ३,५,६ अन्वये]

गाव :- ओझर टाऊनशिप (१०९२२२)

ULPN : 31114376304

गट क्रमांक व उपविभाग

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विभाग :- गाविक

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भुधारणा पद्धती भोगवटादार वर्ग - १

क्षेत्र, एकक व आकारणी	खातो क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	शेताचे स्थानीक नाव :
क्षेत्राचे एकक आर.सी.मी	५२०८	अभिवेक बाळासाहेब देशमुख	४.५२.२५	४५.२३		(२९९८४)	कुळ, खंड व इतर अधिकांश
अकृषिक क्षेत्र							कुळाचे नाव व खंड
बिन शेती ४.५२.२५							इतर अधिकार अकृषिक वापर - रहिवास (गावदागाव/हेरील), निवासी बिनशेती (२९९८४)
बिन शेती ४५.२३							प्रलंबित फेरफार : नाही.
आकारणी							शेवटचा फेरफार क्रमांक : २९९८४ व दिनांक : ३०/०५/२०२२
जुने फेरफार क्र :							सीमा आणि भुमापन चिन्हे

ई महा



हा गाव नमुना क्रमांक ४ दिनांक ०३/०८/२०२२ १६:३९ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ४/१२ अधिलेखावर वर
 कोमलगाही सही किंवा चिन्हाची आवश्यकता नाही.
 ४/१२ काढणारा दि. : २६/०२/२०२३ : २२:०८:५३ PM, वेबसाईट पत्ता: <https://digitalsubara.mahabhumi.gov.in/dsb/> या संकेत स्थळावर जाऊन 2014100001303179 हा क्रमांक
 यापरावा.

पृष्ठ क्र. १/२

ग.प.स.-२
सा.क्र. (२५५८/२३)
२५ — ३०



ग.प.स.-४
सा.क्र. (८०९/२०२३)
२९ — ४०



ओझर नगरपरिषद, ओझर

भा. निफाड, जि. नासिक
फोन नं. : ४२२२०११

e-mail- ozarnagarparishad@gmail.com

दस्तावेज क्र. : ०२५५८-२३५००११



जाचक क्र.ओ.न.प/बांध/नर/कार्या- ५३२ /२०२२-२०२३
मूल्याधिकारी यांचे कार्यालय
दिनांक : ६/११/२०२२
बांधकाम परवानगी विभाग.

वाचा:-

१	श्री. अभिषेक घाडसाहेब देशमुख रा ओझर यांचा दि. ०९/११/२०२२ रोजीचा सुधारीत परवानगी कामा अर्ज.				
२	आर्किटेक्ट :- श्री.मनिष प्रभाकर जाधव रा. नाशिक यांचे कॉन्सिल ऑफ आर्किटेक्चरचे सॉए/२०१६/७५३२६ दि. ३०/०४/२०१६ रोजीचे परवाना प्रमाणपत्र.				
३	तलाठी ओझर यांचे फहोल गट नं. २१३/२ भूखंड क्र. ३० चा दि. ०९/११/२०२२ रोजीचा सातवारा उनात मुळ प्रत.				
४	मा. उपमहानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण यांचे कडोल जा.क्र.नामप्रविप्रा/अंतिम. अधि/मो.ओझर, ता.निफाड/ग.नं.२१३/११/१७ दि.२५/०५/२०२२. रोजीचा मंजूर रेखांकित नकाशा.				
५	मा. उपविभागीय अधिकारी निफाड भाग निफाड यांचे कार्यालयकडील क्र.जमा/एन.ए.ए.आर/१९/२०२१ निफाड दिनांक.२४/०२/२०२२. रोजीचा विनशेती सादेश				
६	अ.क्र. शुल्क आकारणी तपशिल	सुनवणी पत्र क्र व दिनांक	रक्कम रु.	शुल्क भरल्याचा पावती क्र	दिनांक
१	छाननी शुल्क	जाचक.क्र.ओ.न.प/बांध/नर/कार्या- /२०२२-२०२३ दि.१४/११/२०२२	२१००/-	३१६	१४/११/२०२२
एकूण रक्कम			२१००/-		
<p>नोंद- अजदार यांनी विषयवस्तू भूखंडाचे रेखांकित मा.उपमहानगर नियोजनकार नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचे कार्यालयकडील घनन क्र. ५०/२१/१२/२०२१ रोजी अदा केले असल्याने विषयवस्तू भूखंडांचे जमीनीवरील शुल्क १८०९०/- कपात करण्यात आले आहे. त्यानुसार या कार्यलयाचे जा.क्र. ओ.न.प./कार्या/बांध/नर/कार्या- ०१/२०२२-२३ दि.३०/०६/२०२२ रोजीचे एकूण रक्कम ६,१६,३३५/- वसूल करण्यात आली आहे.</p>					
७ कार्यालयीन टिप्पणी दिनांक :- १४/११/२०२२.					

विषय :- मोजे. ओझर ता.निफाड, जि.नासिक येथील गट नं. २१३/२ भूखंड क्र. ३०. क्षेत्र. ४५२.२५ चौ.मी. या जागेत रहिवास प्रयोजनासाठी सुधारीत बांधकाम परवानगी मिळणेबाबत.

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये मोजे, ओझर ता.निफाड जि नासिक गट नं. २१३/२ भूखंड क्र. ३०, क्षेत्र. ४५२.२५ चौ.मी. या मंजूर रेखांकनातील भूखंडावर बांधकामाचा विकास करण्यास आणि महाराष्ट्र नगरपरिषद अधिनियम १९६५ चे कलम १८९ अन्वये सुधारीत बांधकाम करण्यासाठी केलेल्या दि.०९/०६/२०२२ रोजीच्या अर्जास अनुसरून नकाशात हिरवा रंगाने दाखविलेल्या दुरूस्तीप्रमाणे पुढील अटी व शर्तीस अधिन राहून नकाशात दाखविल्याप्रमाणे तळ मजला, पहिला मजला, दुसरा मजला, तिसरा मजला व चौथा मजला रहिवास वापर प्रयोजनार्थ सुधारीत बांधकामाबाबत परवाना/प्रारंभ प्रमाणपत्र देण्यात येत आहे.

अटी :-

१	महाराष्ट्र प्रादेशिक नगर रचना अधिनियम १९६६ चे कलम ४८ नुसार बांधकाम परवानगी ही दिलेल्या तारखे पासून एक वर्षापर्यंत वैध असेल. वैध मुदतीत बांधकाम पूर्ण केले नसेल तर नविन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांचा व नियोजित विकास आराखड्यांचा अनुषंगाने छाननी करण्यात येईल व ती बांध अर्जदार/जमीन मालक यांच्यावर बंधनकारक राहिल. नंतर पुढील वर्षासाठी अर्जदार यांना योग्य त्या कारणासाठी नियोजन प्राधिकरणाकडे विनंती अर्ज करून परवानगीचे नूतनीकरण मुदत संपणे आघो करणे आवश्यक आहे. अशा प्रकारचे नूतनीकरण जास्तीत जास्त तीन वर्षापरिस्ता करता येईल.
२	मंजूर झालेल्या बांधकाम नकाशासम्ये दर्शविल्याप्रमाणे संदर्भित जमिनीचा रहिवास प्रयोजनासाठीच बांध करण्यात यावा.
३	वरील बापर सुरु करण्यापूर्वी रेखांकनातील रस्ते, त्यांच्या गटारासह वाहतूकस योग्य होतील असे पक्क्या स्वरूपात बांधण्यात यावेत व त्यांची रुंदी मंजूर रेखांकनाप्रमाणे ठेवण्यात यावी.
४	नियोजित बांधकामापासून पुढील, मागील व बाजूनी अंतर प्रत्यक्ष जागेवर मंजूर झालेल्या नकाशाप्रमाणे ठेवण्यात यावीत.

न.प.ड.-२
क्र. (२५२६/२०२३)
२७ — ४०



न.प.ड.-२
क्र. (१०८/२०२३)
३७ — ४०



३१ नियोजित बांधकाम क्षेत्र हे मंजूर नकाशाप्रमाणे असावे व प्रत्येक मजल्यावरील फोटोला बांधकाम क्षेत्र नकाशात दर्शविल्यानुसार खालील तक्त्यात असणे आवश्यक आहे.
३२ प्रस्तावित गृहबांधणी घोजनेचा गोंगवारा खालीलप्रमाणे आहे.

भूखंड क्र. व क्षेत्र घों.घों	बांधकाम क्षेत्र	प्रस्तावित बांधकाम घों.घों.	तापर
गोंग. ओझर ता.निफाड जि.नाशिक, गट नं. २१३/२	सह भजला	साह-सह	रहवास
भूखंड क्र.- ३०. क्षेत्र- ४५२.२५ घों.घों. घा जागेवर	पहिला भजला	२७४.८४	
	दुसरा भजला	२७४.८४	
	तिसरा भजला	२७४.८४	
	चौथा भजला	२२९.६८	
	एकूण	१०४६.२०	

- ३३ प्रस्तावित बांधकामाचे मंजूर नकाशाप्रमाणे कार्यान्वयन बांधकाम साहित्याची गुणवत्ता व दर्जा प्रस्तावित इमारतीचे स्टील डिझाईन व त्याप्रमाणे कार्यान्वयन व इमारतीचे एकूण आयुष्यमान, अग्निशमन व्यवस्था इ. बाबत संबंधित जमीन जागेचे मालक विकास अधिकारी पत्रकधारक/वास्तुविशारद सल्लागार अभियंता, बांधकाम पर्यवेक्षक यांची जबाबदारी राहिल.
- ३४ विषयान्वित रेखांकनातील भूखंडांमध्ये बांधकाम करताना आय.एस.कोड १३९२०-१९९३ भूकंप रोधक आरम्भासाठी डिझाईन नुसार बांधकाम घटकाचे नियोजन अर्हता प्राप्त नोंदणीकृत, स्ट्रक्चर इंजिनियर यांचेकडून करून घेणे आवश्यक असून त्याचे देखरेखी खाली नियोजित इमारतीचे बांधकाम पूर्ण करणे अर्जदार/ विकासकर्ता यांचेवर बंधनकारक राहिल.
- ३५ मा. सर्वोच्च न्यायालयाचे आयोगाचे आयोगाने सादर केलेले नागरी घनकचरा अधिनियम २००१ आल्यामुळे घनकचरा व्यवस्थापनेची बांधकामाच्यावेळी नियोजन करणे अर्जदारावर बंधनकारक राहिल अन्यथा त्याप्रमाणे खर्च बसू शकता जाईल.
- ३६ इमारतीचे बांधकाम नियमानुसार करणे तसेच सदर इमारतीचा कामाचा दर्जा सुव्यवस्थित ठेवणे मालक, आर्किटेक्ट, बिल्डर, मटेरियल सप्लायर्स इत्यादींवर बंधनकारक राहिल.
- ३७ इमारत बांधकामधारकाने स्वतःचे वापरासाठी पाण्याची सोप स्वतः करावयाची आहे. नगरपरिषदेकडून पुरविण्यात येणारे पाणी शुध्दीकरण केलेले असून त्यावर रासायनिक प्रक्रिया केलेले आहे. त्याचा वापर सदरनिकाधारकास कपडे धुणे व इतर वापरासाठी करता येणार नाही.
- ३८ नियोजित भूखंडावर अस्तित्वात बांधकाम असल्यास ती परवानगी घेवून काढून टाकणे बंधनकारक राहिल. व या बाबत मालमत्ता कर/घरपट्टी बाबत भविष्यात आक्षेप आल्यास त्याची संपूर्ण जबाबदारी अर्जदार याची राहिल.
- ३९ सदर प्रकरणाची चुकीची, अपूर्ण माहिती, दिशाभूल करणारी असल्यास सदर बांधकाम परवानगी रद्द करण्यात येईल.
- ४० कॅम्प ग्रासनाच्या पर्यावरण व घन मंत्रालयाची अर्धी सूचना क्र. एस.ओ. ७६३(३) दि. १४/०९/१९९९ तसेच अधिसूचना क्रमांक एस.ओ. ९७९(३), दि. २७/०८/२००३ नुसार नियोजित इमारतीच्या बांधकाम साहित्यात प्लाय व्हॉल्टेज व प्लाय व्हॉल्टेज आधारित साहित्याचा वापर करणे अनिवार्य आहे.
- ४१ नगर विकास विभाग मुंबई पांचकडोल पत्र क्र. संकिर्ण १०२००४/३८९/नवि-२० दि. १/०६/२००४ नुसार गोंगवर पाणी टंचाईवर उपाय म्हणून उपलब्ध पाण्याच्या साठ्याच्या काटेकोरपणे वापर करणे, इमारतीच्या/घराच्या/छतावरून पडणाऱ्या पाण्याचा संयम करून त्याचा वापर करणे तसेच सांडपाण्यावर प्रक्रिया करून त्याचा वापर पाण्याचा पाण्याव्यतिरिक्त करणे तसेच झाडांना पाणी देणे, स्वच्छता इत्यादी करणे आवश्यक आहे.
- ४२ विषयान्वित जागा विकास योजना करीता बाधा येत असल्यास ती विनामूल्य देणे अर्जदारावर बंधनकारक राहिल.
- ४३ प्रस्तावित बांधकामास तुरुळ्यात करणेपूर्वी इतर आवश्यक त्या संबंधित खात्याची परवानगी घेणे अर्जदारावर बंधनकारक राहिल.
- ४४ नियोजित इमारतीचे बांधकाम मंजूर नकाशांमध्ये दर्शविल्याप्रमाणे प्रयोजनासाठी करण्यात यावा.
- ४५ प्रस्तावासोबत प्राप्त कागदपत्रांच्या आधारे या कार्यालयाने मंजूर दिलेली असून उक्त कागदपत्रांच्या विधीग्राह्येबाबत व खरेपणाबाबत संबंधित जमीन मालक/कुलमुखत्यारपत्रधारक/वास्तुविशारद सल्लागार अभियंता इ. सर्वस्वी जबाबदार राहिल.
- ४६ विषयान्वित प्रकरणासोबत सादर केलेली कागदपत्रे अथवा माहिती खोटी किंवा दिशाभूल करणारी असल्यास परवानगी रद्द समजण्यात येईल व त्याची सर्वस्वी जबाबदारी अर्जदार यांची वैयक्तिक राहिल.
- ४७ विषयान्वित जागेचे स्थान, आकार मालकी हक्क, पोहोच रस्ता, वॉटवाट वापर इ. संदर्भात काही वाद उद्भवल्यास त्याचे निराकरण करण्याची जबाबदारी अर्जदार यांचेवर राहिल सदर मादास हे कार्यालय जबाबदार राहणार नाही.
- ४८ शासनाचे नगर विकास विभागाकडोल परिपत्रक क्र. टॉपीबी ४३२००१/२१३९/सीआर-२३०/०१ युडो-११ दि. १०.०३.२००५ अन्वये सदरहू इमारतीवर रेन वॉटर हार्वेस्टिंग सिस्टीम कार्यान्वित करणे आवश्यक राहिल.
- ४९ शासनाचे नगर विकास विभागाकडोल परिपत्रक क्र. डीसीआर १०९४/२८२९/युडो-११ दि. १९.०९.१९९५ अन्वये सदरहू इमारतीवर सोलर वॉटर हिटिंग सिस्टीम बसविणे आवश्यक राहिल.
- ५० भविष्यात विकास शुल्क व १ टक्का उपकर बसूली व इतर शुल्क बाबत लेखा परिदृष्ट्यात आक्षेप निघाल्यास त्याची पूर्तता अर्जदाराने करणे आवश्यक आहे.

न.प.ड.-२
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५१	प्रस्तावित इमारत बांधकाम नकाशापणे सार्वजनिक घट्ट क्षेत्र तळा (कारपेट क्षेत्र) दर्शविलेला आहे. नकाशापणे प्रस्तावित बांधकाम सार्वजनिक क्षेत्र घट्ट क्षेत्राप्रमाणे (कारपेट क्षेत्राप्रमाणे) करणे बंधनकारक राहिले.
५२	विशेषात रस्ताचे बांधकामासाठी बांधकाम क्षेत्राकडून कोणताही मोबदला मिळणार नाही.
५३	रेखांकित नकाशापणे सध्या बांधकाम नकाशापणे मंजुरीसाठी वेगळे बदल करावयाचे असल्यास किंवा बांधकामाबाबत बांधकाम संबंधित विभागाची पूर्ण परवानगी घेणे आवश्यक राहिले.
५४	विशेषांकित जागेत नगरी, तलाव, विस्तारवादी रू. बांधीचा बांधित होत नसल्याची खाबरदारी अर्जदाराने देण्यात यावी. साधारणतः बांधकाम पूर्णत्वात पाहणे पाहून नेणेसाठी जे मार्ग असतील ते बांधित ठेवावे लागतील.
५५	प्रस्तावित जागेत बांधकाम मार्ग, गोदोघ मार्ग प्रत्यक्षात उपलब्ध करून देणे अनुषंगाने यांचेवर बंधनकारक राहिले. या बांधकामाबाबत कोणताही बांध निर्माण झाल्यास त्यात अर्जदार स्वतः जबाबदार राहिले.
५६	विशेषांकित जागेच्या तलाव असलेल्या सर्व जमिनींना विशेषांकित जागेमधून पाहणे रस्ता/बांधकाम उपलब्ध करून देणे अर्जदारावर बंधनकारक राहिले.
५७	ओसर नगरपरिषदेच्या प्रस्तावित भूयारी गटार योजनेसाठी पाहणे घेवसे इत्यादीसाठी जागा आवश्यक असल्यास विनामूल्य उपलब्ध करून देणे अर्जदारावर बंधनकारक राहिले. तसेच भूयारी गटार योजना भविष्यात कार्यान्वित झाल्यावर मॅनहोल/पंपरॉय पर्यंतची जोडणी स्वच्छपणे जोडणे अर्जदारावर बंधनकारक राहिले.
५८	इमारत बांधकाम प्रकल्पाचे दर्शनी जोडणे नगरपरिषदेची बांधकाम परवानगी क्रमांक व दिनांक सोडवणे बांधकाम संपल्यावर.
५९	प्रस्तुत जमिनीबाबत महाराष्ट्र आदिवासी कायदा ३५/७४ व १४/७५ च्या तरतुदी लागू असल्याचे निदर्शनास आल्यास सदरची परवानगी रद्द समजण्यात येईल.
६०	विशेषांकित जागेत नियोजित बांधकामाबाबत कोणत्याही बांधकामाबाबत भरावाची उंची सदरचे जागेचे तलाव रस्त्याचे पातळीपेक्षा कमीत कमी राहू इंच ते चारा इंच खाली असणे आवश्यक आहे.
६१	रेखांकितपणे रस्त्यावर शेजारत जागेला लागून असतील तर अशा शेजारत जागेच्या सभ्य रेखांकितपणे रस्त्याच्या तलाव पाहण्यासाठी व बांधकामासाठी संबंधितांची परवानगी घ्यावी लागते.
६२	रेखांकितपणे नियोजित भूखंडाची पुढील उपविभागणी अवेळ राहिले. त्यातील कोणत्याही सुधारित विकासासाठी स्वतंत्रपणे विचार करता येणार नाही.
६३	पायाभूत सुविधांची तरतुद अर्जदाराने करणे आवश्यक आहे. व ती पुरेशी करण्याबाबत अर्जदाराने रु. १००/- च्या स्टॅम्पपेपरवर नगरपरिषदेकडे प्रतिज्ञापत्र सादर करणे आवश्यक राहिले.
६४	७/१२ उतारा व पालकी हक्काच्या अनुषंगाने अर्जदाराने त्याची पडताळणी व कार्यवाही करणे आवश्यक राहिले. तसेच त्रयस्थ हितसंबंध निर्माण होणार नाहीत याबाबत अर्जदाराने शाहानिशा करावे. मालकी हक्काबाबत/कुलमुद्द्यावरपत्राबाबत तसेच मोजणी नकाशानुसार हद्दीच्या अनुषंगाने अर्जदाराने पडताळणी व शाहानिशा करणे आवश्यक राहिले.
६५	महाराष्ट्र नगर पांिका अधिनियम १९६५ चे कलम १९३ अन्वये काम पूर्ण झाल्यावर भोगवटा अगर बांधकाम पूर्णत्वात तसे बांधकाम पूर्ण झाल्याचे प्रमाणपत्र नगरपरिषदेकडून घेतले पाहिजे. त्या शिवाय इमारतीचा बांधकाम करता येणार नाही. तसे निदर्शनास आलेस महाराष्ट्र नगर परिषदा नगर पंचायती व औद्योगिक नगरी अधिनियम १९६५ चे कलम १९३-व प्रमाणे करवाई करणे गरजेचे आहे.
६६	नियोजित बांधकामाची टाकी व बांधकाम विषयाच्या बांधकाम कोणत्याही बिहारी पासून ३० फुटाचे आत असू नये.
६७	जमिनीच्या मानणे हक्का बाबत कोणताही बांध निर्माण झाल्यास त्याची संपूर्ण जबाबदारी अर्जदार यांचेवर राहिले.
६८	मालकी तय्यार पत्र टिकलेल्या हक्का अथवा इमला जोपर्यंत विकत घेणाऱ्याचे नावे नगरपरिषदेत रेकॉर्डला लागत नाहीत तोपर्यंत संबंधित बांधकाम/इच्छापत्र हेच नगरपरिषदेचे सर्व कर भरणेसाठी जबाबदार राहिले.
६९	इमारतीचे व मॅट्रीक टेकचे व आऊट सेटचे सोडण्याची निर्मूलन करून त्यासाठी एकत्र प्रकल्प तयार करून त्यातील पाणी गटाराबाबत राडचे गटारात सोडावयाचे आहे.
७०	इमारतीचे Structural Desing, Part VI Structural Desing of National Building Code of India १९७० व भारतीय नामकसंस्थेने विहित केलेल्या मानकातील तरतुदी नुसार बांधकाम भूकंप रोधक होण्याच्या दृष्टीने अर्हताकारक स्ट्रक्चर इंजिनियर मार्फत आर.सी.सी. डिजाईन तयार करून घेणेचे आहे.
७१	नियोजित बांधकामाचे सर्विस्तर नकाशापणे नमुद केलेले क्षेत्रविषयक टिपा (Area Statement) चुकीच्या अथवा दिशाभूल करणारी ठरल्यास सर्वस्वी जबाबदारी ऑफिटिक्ट व मालकांवर राहिले.
७२	विनशेती कारणे, मृतवाढ घेणे आवश्यक असल्यास तसेच विनशेती आवेशातील बांधकाम क्षेत्रामध्ये तफावत होत असल्यास विनशेती सुधारित परवानगी घेणेची जबाबदारी अर्जदार यांचेवर राहिले. तसेच याबाबत संबंधित विभागाच्या अटी, शर्ती व नियमाचे पालन करणे बंधनकारक राहिले. व तदनंतरच प्रत्यक्ष बांधकामास सुरुवात करणेची आहे.
७३	सदर इमारतीस ३० वर्षांहून अधिक काळ झाल्यानंतर इमारतीचे रचनात्मक स्थैर्य प्रमाणपत्र (Structural Stability Certificate) घेणेचे आहे.
७४	इमारतीच्या नकाशावर दर्शविलेले भूखंड क्षेत्र, बांधकाम क्षेत्रगणना तक्ते व आकडेमोड अपुढ असल्याची खात्री वास्तुशास्त्रकार यांनी करणेची आहे. याबाबत काही बांध निर्माण झाल्यास सर्वस्वी जबाबदारी त्यांचीच राहिले.
७५	इमारतीच्या सणांसिक अंतराचे सोडलेली जागेतून नगरपरिषदेस नागरी सुविधांची कामे (जसे विद्युत बांधीने नेणे, विद्युत ट्रान्स फार्मा यंत्रणेने, विद्युत पोल उभारणे, भूमिगत गटार काम करणे, दुरध्वनी वाहणीने नेणे, इत्यादी सदर जागेवर कामे करण्याचा नगरपरिषदेस प्रथम व पहिला अधिकार राहिले.

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दस्तावेज क्र. (२०५८/२०२३)
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दस्तावेज क्र. (००९/२०२३)

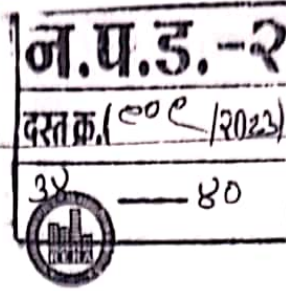
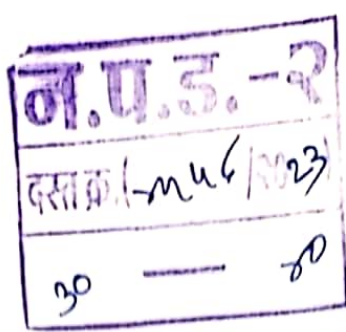
३३ — ४०



७६	प्रस्तावित इमारतीचे बांधकाम मंजूर नकाशाप्रमाणे करणेचे सर्वेस्वी जबाबदारी अर्जदार यांची राहिल. अन्यथा डिसेंबर २०२० रोजीचे सुधारीत प्रमाणीत विकास नियंत्रण नियमावली अन्वये कारवाई करणेत येईल.
७७	प्रस्तावित बांधकामाचा दर्जा तसेच गुणवत्ता राखण्याची संपूर्ण जबाबदारी अर्जदार / त्यांचे अभियंता / यान्त्रिकीयारद यांची राहिल. तसेच सदरचे बांधकाम सुरू असतांना एखादी दुर्घटना घडल्यास त्याची जबाबदारी नियोजन प्राधिकरणाची राहणार नाही.
७८	भविष्यात जागा रस्ता रुंदीकरणस लागल्यास अर्जदाराने सदर जागा विनामोबदला उगलज्य करून देणे बंधनकारक राहिल. तसेच इमारतीच्या सामासिक अंतरातून जागा लागल्यास ओझर नगरपरिषदेत विनामूल्य हस्तांतरित करावे लागेल.
७९	स्वच्छ महाराष्ट्र अभियान (नागरी) परिषदक क्र.राअस/कार्यान्वयन सूचना/४२/२०१५-२०१६ दि. २८ जून २०१५ मधील अन्य सूचना १८.६ नुसार शहरामधील बांधकामे चालू असलेल्या ठिकाणी बांधकामावरील मजुरांसाठी शौचालयाची सुविधा संबंधीत ठेकेदाराने/विकासकाने उपलब्ध करून देणे बंधनकारक राहिल. तसे न केल्यास सदरची दिलेली बांधकाम परवानगी रद्द समजणेत येईल.
८०	विषयविकित प्रस्तावातील भविष्यात विकास कर अथवा इतर कराबाबत भविष्यात काही नव्या आक्षेप प्राप्त झालेस विना तक्रार सदरचे कर नगरपरिषदेकडे भरणे अर्जदार यांचेवर बंधनकारक राहिल. अन्यथा नगरपरिषदेमार्फत देणेत येणा-या या सर्व सुविधा रद्द समजणेत याव्या.
८१	आवश्यक त्या विभागाचे ना हरकत दाखले व परवानगी घेणे अर्जदार यांचेवर बंधनकारक राहिल.
८२	विकारा झुल्काबाबत भविष्यात काही वसूली निघाल्यास अथवा लेखा आक्षेप प्राप्त झाल्यास विना तक्रार सदरची रक्कम नियोजन प्राधिकरणास भरणे बंधनकारक राहिल.
८३	मंजूर नकाशानुसार बांधकाम न केलेस तसेच उपरोक्त परवानगीतील एकूण १ ते ८२ अटी शितीचे उल्लंघन केलेस सदरची देणेत आलेली बांधकाम परवानगी रद्द समजणेत यावी.



मुख्याधिकारी तथा नियोजन प्राधिकारी
ओझर नगरपरिषद, ओझर



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 :
P51600047848

Project: **LOTUS PARK** , Plot Bearing / CTS / Survey / Final Plot No.: **PLOT NO 30 CTS 213/2t Ozar (CT), Niphad, Nashik, 422207;**

1. Mr./Ms. **Abhishek Balasaheb Deshmukh** son/daughter of Mr./Ms. **BALASAHEB G DESHMUKH** Tehsil: **Niphad, District: Nashik, Pin: 422207**, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **28/11/2022** and ending with **31/07/2025** 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. Vasantrao Pramanand Prabhu
(Secretary, MahaRERA)
Date: 28-11-2022 11:13:31

Dated: **28/11/2022**
Place: **Mumbai**

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

न.प.ड.-२
 दस्तावेज - २४६ / २०२३
 ३२ — ४०



आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
 ATBPM0253B

नाम / Name
 MAYUR NANASAHEB MANDLIK

पिता का नाम / Father's Name
 NANASAHEB KONDALI MANDLIK

जन्म की तारीख / Date of Birth
 26/09/1989

हस्ताक्षर / Signature

भारत सरकार
 Government of India

मयूर नानासाहेब मंडलिक
 Mayur Nanasaheb Mandlik

जन्म तारीख / DOB : 26/09/1989
 पुरुष / Male

8434 1192 4531

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
 Government of India

प्रणीता मयूर मंडलिक
 Pranita Mayur Mandlik

जन्म तारीख / DOB: 10/10/1992
 स्त्री / Female

01/12/2011

3054 6333 1982

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
 CUBPD6704M

नाम / Name
 PRANITA MAYUR MANDLIK

पिता का नाम / Father's Name
 SUBHASHRAO RANGRAO DESHMUKH

जन्म तारीख / Date of Birth
 10/10/1992

माझे आधार, माझी ओळख

ADVOCATE
 BAR COUNCIL OF
 MAHARASHTRA & GOA
 HIGH COURT, BOMBAY
 2267 3371 / 2265 6567

NAME : KADAM TUSHAR CHANDRAKANT
 RESIDENCE : NIPHAD, Dist. NASHIK
 ROLL No. : MCH/1930/2010
 ENROLLED ON : 14-06-2010
 DATE OF BIRTH : 21-11-1983
 13786 EOC:0008339

SECRETARY

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

ABHISHEK BALASAHEB DESHMUKH
 BALASAHEB GANPATRAO DESHMUKH

25/10/1988
 Permanent Account Number
 AOIPD3091G

Signature

23052008

न.प.उ.-२
दस्तावेज (४५५८/२०) २३
३३ — ४०
घोषणापत्र



मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म.रा.पुणे दि.३०/११/२००३ रोजीचे फसवणुकीव्दारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही शोध घेतलेला आहे. दस्तातील लिहून देणार/कुलमुखत्यारधारक हे खरे असून याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेवून आलो आहे/आहेत.

सदर नोंदणीचा दस्तऐवज निष्पादीत करतांना नोंदणी प्रक्रीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/ वारस हक्कदार/कब्जेदार /हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अदयापही अस्तीत्वात आहे व आजपावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, शासन बोजे व मुखत्यारधारकांनी केलेल्या व्यवहाराच्या आधीन राहून आमचा आर्थिक व्यवहार पुर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रीयेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतराबाबत कोणत्याही न्यायालयात/शासकीय कार्यालयाचा मनाई हुकुम नाही. तसेच महाराष्ट्र नोंदणी नियम, १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत.

नोंदणी नियम, १९६१ चे नियम ४४ व वेळेवेळी न्यायालयाचे /उच्च न्यायालयाचे दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक /कुळमुखत्यार धारक यांची मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही याची आम्हांस पुर्णपणे जाणिव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणुक/बनावटीकरण / संगनमत व त्या अनुषंगाने पालीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होवु नयेत म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदयानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली /बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी/ आम्ही व दस्तऐवजातील सर्व निष्पादक व ओळख देणार जबाबदार राहणार आहोत याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रीयेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदयानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील नमुद असलेल्या ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हांला पुर्णपणे जाणिव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

लिहून घेणार

[Signature]

[Signature]

202312048045

मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)

वर्ष	2023	04 December 2023 05:06 PM	
नाशिक	नाशिक		
निफाड	निफाड		
मोजे : ओझर	मोजे : ओझर		
27	27		
27.1	27.1		
Influence Area	Influence Area		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	मूल्यदर	सर्व्हे नंबर / न भू क्रमांक	213
25600	25600		
बांधीव क्षेत्राची माहिती	मोजमापनाचे एकक	चौ मीटर	
मिळकतीचे क्षेत्र -	86.845 चौ. मीटर	मिळकतीचा वापर -	निवासी सदनिका
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	0 TO 2 वर्षे
उद्भववाहन सुविधा -	आहे	मजला -	1st To 4th Floor
Sale Type - First Sale		मिळकतीचा प्रकार -	बांधीव
Sale/Resale of built up Property constructed after circular @ 02/01/2018		मूल्यदर/बांधकामाचा दर -	Rs.25600/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी)		
	=(25600 * (100 / 100))		
	= Rs 25600/-		
मजला निहाय घट/वाढ	= 100% of 25600 = Rs 25600/-		
Rules Applicable	3,19, 18		
A)	मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र	
		= 25600 * 86.845	
		= Rs.2223232/-	
एकत्रित अंतिम मूल्य	* मुख्य मिळकतीचे मूल्य + खुल्या जागिरीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य खुली बाल्कनी - वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मॅझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 2223232 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.2223232/- = ₹ बावीस लाख तेवीस हजार दोन शे बत्तीस /-		

Home

Print

न.प.ड.-२
दस्तावेज क्र. (२५५८/२०२३)
३४ — ४६



न.प.ड.-२

दस्तावेज क्र. ५५/२०२३

CHALLAN

MTR Form Number 3-20



GRN	MH011850643202324E	BARCODE	Date 04/12/2023-13:22:35		Form ID 251
Department	Inspector General Of Registration				

Type of Payment	Stamp Duty Registration Fee	Payer Details			
Office Name	NPD2_NIPHAD 2 JOINT SUB REGISTRAR	TAX ID / TAN (If Any)			
Location	NASHIK	PAN No. (If Applicable)			
Year	2023-2024 One Time	Full Name	Mayur Nanasaheb Mandlik		
Account Head Details	Amount In Rs.	Flat/Block No.	Gat No 213 Plot No 30 Flat No 9		
		Premises/Building			
0030046401 Stamp Duty	180000.00	Road/Street	Ozar Township		
0030063301 Registration Fee	30000.00	Area/Locality	Niphad		
		Town/City/District			
		PIN	4	2	2 2 0 9
		Remarks (If Any)	SecondPartyName=Abhishek Balasaheb Deshmukh-CA=3000000-Marketval=2222000		
		Amount In	Two Lakh Ten Thousand Rupees Only		
		Words			
Total	2,10,000.00				



Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023120454550	IK0CNYHA09
Cheque/DD No.		Bank Date	RBI Date	04/12/2023-13:24:23	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID : Mobile No. : 7588616764
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 याद घालन केवल दुसरे निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजा लागू आहे. नोंदणी न करावयाच्या दस्तावेजा सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-551-4558	0006216698202324	04/12/2023-17:08:24	IGR582	30000.00
2	(IS)-551-4558	0006216698202324	04/12/2023-17:08:24	IGR582	180000.00
Total Defacement Amount					2,10,000.00

न.प.ड.-२
दस्तावेज क्र. (२५१८/२०२३)
३९ — ४०



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1223040803776

Receipt Date 04/12/2023

Received from Self, Mobile number 7588616764, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 4558 dated 04/12/2023 at the Sub Registrar office Joint S.R. Niphad2 of the District Nashik.

DEFACED

₹ 800

DEFACED

Payment Details

Bank Name SBIN

Payment Date 04/12/2023

Bank CIN 10004152023120403585

REF No. 333886660269

Deface No 1223040803776D

Deface Date 04/12/2023

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

दिनांक 2023 5:08 म.नं.

दस्त गोपवारा भाग-1

नपड2 36 - 26

दस्त क्रमांक: 4558/2023

क्रमांक: नपड2 /4558/2023

वाजार मूल्य: रु. 22,22,000/-

मोयदला: रु. 30,00,000/-

भरलेले मुद्रांक शुल्क: रु.1,80,000/-

दु. नि. मह. दु. नि. नपड2 यांचे कार्यालयात

अ. क्र. 4558 वर दि.04-12-2023

रोजी 5:07 म.नं. वा. हजर केला.

पावती:5803

पावती दिनांक: 04/12/2023

सादरकरणाचे नाव: मयूर नानासाहेब मंडलिक

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 800.00

पृष्ठांची संख्या: 40

एकुण: 30800.00

दस्त हजर करणाऱ्याची मही:

Joint S. B. Nipad 2
दुय्यम निबंधक श्रेणी-9
निफाड-2

दुय्यम निबंधक श्रेणी-9
निफाड-2

दस्ताचा प्रकार: साठेखत

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥ विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष वाजार मूल्याचे निधारण) निगम 1995० अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्रांक: 1 04 / 12 / 2023 05 : 07 : 24 PM ची वेळ: (सादरीकरण)

शिक्रांक: 2 04 / 12 / 2023 05 : 08 : 12 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण गजकुर, भिषादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्तनिश्चिदक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील.

लिहून देणार

लिहून घेणार



800.00

30900.00

अनु क्र. पक्षकाराचे नाव व पत्ता
नाव: एवीडी होम रॉफे अभिषेक बाळासाहेब देशमुख
पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ओझर मिग, ब्लॉक नं:
ता निफाड, रोड नं: जि नाशिक, महाराष्ट्र, शाम्:ईक.
पॅन नंबर: AOIPD3091G

पक्षकाराचा प्रकार
निहून देणार
वय :-34
स्वाक्षरी:-

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2 नाव: मयूर नानासाहेब मंडलिक
पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ओझर मिग, ब्लॉक नं:
ता निफाड, रोड नं: जि नाशिक, महाराष्ट्र, शाम्:ईक.
पॅन नंबर: ATBPM0253B

निहून देणार
वय :-34
स्वाक्षरी:-

[Signature]



3 नाव: प्रणीता मयूर मंडलिक
पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ओझर मिग, ब्लॉक नं:
ता निफाड, रोड नं: जि नाशिक, महाराष्ट्र, शाम्:ईक.
पॅन नंबर: CUBPD6704M

निहून देणार
वय :-31
स्वाक्षरी:-

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धरील दस्तऐवज करून देणार नयाकधीत माटेखत चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 04 / 12 / 2023 05 : 09 : 58 PM

ओळख:-

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अनु क्र. पक्षकाराचे नाव व पत्ता
1 नाव: अंड नृपान चंद्रकांत कदम
वय: 40
पत्ता: ओझर मिग ता निफाड जि नाशिक
पिन कोड: 422207

[Signature]
स्वाक्षरी



शिक्का क्र.4 ची वेळ: 04 / 12 / 2023 05 : 10 : 20 PM

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2		DHC		1223040803776	800	RF	1223040803776D	04/12/2023
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