

नसन-३
दस्तावेज (११८६६/२०२१)
३ — ५२



Ready Reckner Chart No.	: 1.3.17
Carpet Area of Premises	: 48.98 sq. mtrs.
Flat Rate	: Rs.40,845/-
Open Balcony	: 13.52 sq.mtrs.
Open Balcony Rate	: Rs.16,383/-
Covered Parking	: 8.80 sq.mtrs.
Parking Rate	: Rs.10,212/-
Govt. Value	: Rs.25,11,700/-
Consideration	: Rs.25,25,000/-
Stamp	: Rs.1,51,500/-
Regis. Fees	: Rs.25,250/-

Agreement to Sale

Model Form of RERA

This Agreement is made at Nashik this 22nd day of December 2022.

BETWEEN

TABEER PROPERTIES, A Partnership Firm
Through its Partners

PAN No. AAIFT 2243A

- 1. Mr. Gulam-Mustafa Taberali Chaudhary**
Age: 41, Occ: Business
- 2. Mr. Shaida-Husain Taberali Chaudhary**
Age: 40, Occ: Business
- 3. Mr. Gulam-Husain Taberali Chaudhary**
Age: 38, Occ: Business
- 4. Mr. Adnan Tasadduq-Husain Chaudhary**
Age: 31, Occ: Business
Aadhar No. 2743 6928 3701
Add. Shop No.2, Sunshine Residency-B,
Pakhhal Road, Nashik-422006.

Hereinafter referred to as "The Promoter" of the One Part

AND

- 1. Mr. Mohammad Mosim Mohammad Shafi Manyar**
Age : 34, Occupation : Business
Pan No. CCIPM 6848 L
Aadhar No. 8286 3808 0353
- 2. Mrs. Sumaiyya Mosim Manyar**
alias Sumaiyya d/o She Manyar
Age : 29, Occupation : Housewife
Pan No. GJSPM 3223 G
Aadhar No. 7555 0827 1202
Add: Tal. Bahadhgaon, VTC: Kajgaon, Dist. Jalgaon-424103

Hereinafter referred to as "The Allottee" of the Other Part.

नकाशा-३
दस्तावेज क्र. (११८६८/२०२२)
४ — ५



WHEREAS Survey No.810A and Survey No.863 of Nashik was owned by the Mr. Zumbar Ahilaji Khode.

AND WHEREAS Mr. Zumbar Ahilaji Khode had filed an application for partition of Survey No.810A & 863 and partition had been taken place between his sons and accordingly Survey No.810A has been shown in the share of Mr. Pundalik Zumbar Khode, Mr. Bhagirath Zumbar Khode, Mr. Murlidhar Zumbar Khode and Survey No. 863 has been shown in the share of Mr. Dnyanoba Zumber Khode, Mr. Sakharam Zumber Khode and accordingly M.E.No.12995 was made and certified in the year 1972.

AND WHEREAS as per order of Tahsildar Nashik RTS/Watap Case No.10/90 dt. 09/03/1990 U/s.85 of MLRC Code for partition of Survey No.810A & 863 and accordingly as per partitioned between the owners Survey No.810A/6 was given in the share of Mr. Bhagirath Zumbar Khode, Survey No.810A/7 was given in the share of Mrs. Sundarabai Bhagirath Khode, Survey No.810A/8 was given in the share of Mr. Subhash Bhagirath Khode, Survey No.810A/9 was given in the share of Mrs. Asha Subhash Khode, Survey No.810A/10 was given in the share of Mr. Prabhakar Bhagirath Khode, Survey No.810A/11 was given in the share of Mrs. Bharti Prabhakar Khode, Survey No. 810A/12 was given in the share of Mr. Ramesh Bhagirath Khode, Survey No. 810A/22 was given in the share of Mr. Pundlik Zumbar Khode and others, and Survey No. 863 has been given in the share of Mr. Dnyanoba Zumber Khode and others. Accordingly as per partition M.E. No.26592 was made and certified on 16/04/1990.

AND WHEREAS Mr. Pundalik Zamaru Khode and others filed an application to the Tahasildar U/s.85 of MLRC Code for partition of S. No. 810A/22 and Survey No.863 and accordingly as per partitioned between the owners Survey No.810A/22B was given in the share of Mr. Bhagirath Zumbar Khode and Survey No.863B was given in the share of Mr. Bhagirath Zumbar Khode. Accordingly as per partition M.E. No.28121 was made and certified on 26/06/1991.

AND WHEREAS Mr. Chunilal Premji Divani and others had purchased area adm.00H. 80R. out of Survey No.863B from the owner Mr. Bhagirath Zumbar Khode by way of Sale Deed dt. 09/02/1995. As per said Sale Deed name of Mr. Chunilal Premji Divani and others was recorded in the record of rights of the Survey No. 863B as per M.E. No.32955.

नसन-३
दस्तावेज (११८६२ / २०२२)
५ — ५३



AND WHEREAS the said Mr. Bhagirath Zumber Khode & others had prepared layout of said Survey No.810/A/6 to 810/A/12,810/A/22B and 863/B/1/2 and same has been sanctioned by Nashik Municipal Corporation vide its Letter No. Town Planning/Antim/87 Dt. 03/11/2004 and also converted the said Survey No.810/A/6 to 810/A/12,810/A/22B and 863/B/1/2 Admeasuring 11,921.50 Sq.mts. into non-agricultural tenure as per order of Collector of Nashik under the provision of S.44 of Maharashtra Land Revenue Code on 01/04/2004 vide outward No. Maha/Kaksha-3/4/N.A.P.K./4/ 290/2003. After sanctioning of the layout the Talathi concerned prepared separate 7/12 extracts of the plots as per Mutation Entry No.51998 on 22/11/2004.

AND WHEREAS Mr. Bhagirath Zumber Khode and others executed Release Deed of Plot no. 41 in favour of Mr. Prabhakar Zumber Khode and Mrs. Bharati Prabhakar Khode on 10/11/2008 and said the said Released Deed is registered in the office of Sub-Registrar Nashik-5 at Sr. No. 9428/2008 on 17/11/2008. Accordingly as per Release Deed names of Mr. Bhagirath Zumber Khode, Mrs. Sundarabai Bhagirath Khode, Mr. Subhash Bhairath Khode, Mrs. Asha Subhash Khode and Mr. Ramesh Bhagirath Khode were deleted from record and M.E. No. 63240 was made and certified on 05/01/2009.

AND WHEREAS Mr. Bhagirath Zumber Khode and others executed Release Deed of Plot no.42 in favour of Mr. Subhash Bagirath Khode and Mrs. Asha Subhash Khode on 10/11/2008 and the said Released Deed is registered in the office of Sub-Registrar Nashik-5 at Sr. No. 9391/2008 on 14/11/2008. Accordingly as per Release Deed names of Mr. Bhagirath Zumber Khode, Mrs. Sundarabai Bhagirath Khode, Mr. Prabhakar Zumber Khode, Mrs. Bharti Prabhakar Khode and Mr. Ramesh Bhagirath Khode were deleted from record and M.E. No. 63241 was made and certified on 05/01/2009.

AND WHEREAS the Promoter have purchased Plot no.41 admeasuring 618.41 Sq.mts. out of Survey No.810/A/6 to 12/810/A/22B/863B/1 2 from Mr. Prabhakar Zumber Khode and Mrs. Bharati Prabhakar Khode as per Sale deed dt.14/01/2019 and the said sale deed is registered with Sub-registrar, Nashik-3 at Sr. No.1170/2019 on 15/02/2019 and Plot No. 42 admeasuring 669.81 sq. mtrs. out of Survey No.810/A/6 to 12/810/A/22B/863B/12 from Mr. Subhash Bhagirath Khode and Mrs. Asha Subhash Khode as per Sale deed dt.14/01/2019 and the said sale deed is registered with Sub-registrar, Nashik-3 at Sr. No. 1169/2019 on 15/02/2019. As per the said Sale Deeds the name of the Promoter is

नसम-३
दस्तावेज 99/एए/२०१९
ए - - ५२



recorded in the record of rights of the said Plot No.41 and 42 as per M. E. No. 401661 dt. 20/02/2019 was made but there was mistake in the name of partner Mr. Gulam Husain Taberali Chaudhary of Tabeer Properties, so said Mutation Entry was not certified. But another Mutation Entry No. 401720 was made and certified on 16/03/2019 in respect of Sale Deeds dt. 14/01/2019 of Plot no. 41 and Plot no. 42.

AND WHEREAS an area about 16.88 sq. mtrs. out of Plot No. 42 is taken by Nashik Municipal Corporation for road widening and mutation entry is certified in the record of rights of the said plot property and M. E. No. 401739 was made and certified on 25/03/2019 to that effect.

AND WHEREAS an area about 14.44 sq. mtrs. out of Plot No. 41 is taken by Nashik Municipal Corporation for road widening and mutation entry is certified in the record of rights of the said plot property and M. E. No. 401774 was made and certified on 03/05/2019 to that effect.

AND WHEREAS the Promoter has prepared the amalgamation plan of Plot No.41 & 42 out of Survey No. 810/A/6 to 12/810/A/22B/863B/1 2 and same is sanctioned by Nashik Municipal Corporation on 30/05/2019 vide its letter no. Nashik/Layout/Amalgamation/S.S.N.R./Municipal Corporation/LND/AML/NASHIK/DCR/0158/2019 and accordingly M.E. No.402050 was made and certified on 14/06/2019. As per the said mutation the said plot property subject matter of this document is numbered as "Plot No.41 and 42 out of Survey No.810/A/6 to 12/810/A/22B/863B/1 2 total admeasuring 1256.90 Sq. Mtrs. out of 1288.22 Sq. Mtrs."

AND WHEREAS the Promoter has purchased TDR about 559.83 sq mtrs. on 14/06/2019 from Mrs. Archana Abhay alias Annasaheb Wani and others and said deed is registered with Sub Registrar, Nashik-5 on 15/06/2019 at Sr. No.5106/2019.

AND WHEREAS the said plot property described in first schedule shall be hereinafter referred to as the "Said Property" and property more particularly described in second schedule hereinafter referred to as the "Said Premises", Builder is referred to as "Promoter" and Purchaser is referred to as "Allottee" for the sake of brevity.

AND WHEREAS the Promoter is entitled to develop and dispose of all the said Property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in

नसम-३
दस्तावेज क्र. (०९८६०/२०२२)
७ - ५५



AND WHEREAS the Promoter is desirous to develop the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof;

AND WHEREAS the Promoter has developing the said property in the name of and style as "Tabeer Spaces" Apartment consisting of parking on the Basement, 11 Shops + parking on Ground Floor, 11 Shops and two flat Premises on the First Floor + 36 independent residential premises on the upper floors. The "Tabeer Spaces" Apartment building has 6 persons lift facility;

AND WHEREAS Promoter has appointed Mr. Darshan Pravinkumar Sancheti as the Architect and Sudarshankumar A. Anawade as the R.C.C. and Structural Engineer for the project. The Promoter has reserved rights to change aforesaid architect & engineer and appoint another architect & engineer for the said project at any time.

AND WHEREAS the building plan is approved and sanctioned by the Nashik Municipal Corporation for the said project on 22/07/2019 vide No.LND/BP/Nashik/DCR/1453/2019. The Promoter has prepared revise building plan and same is sanctioned by the Nashik Municipal Corporation for the said project on 17/09/2021 vide No.LND/BP/A4/240/2021. The Promoter has constructing the building in the name as "Tabeer Spaces" Apartment.

AND WHEREAS the promoter has completed the construction of the building and got the completion certificate from the Nashik Municipal Corporation on 19/07/2022 vide outward no.Nashik East/Town planning/30836/2022.

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee all the documents of the title relating to the said property which are more particularly described in First Schedule hereunderwritten. The Allottee having inspected and received all the relevant documents i.e. 7/12 and Mutation Entries for last 30 years, sale deeds, TDR sale deed and other Documents mentioned in above paragraph, NA order, layout, title and search certificate, commencement certificate, approved building plan and other documents in respect of the said property 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 thereunder and being satisfied about the title of the

नसम-३
9968e / 2022
१८



Allottee until, firstly, the Allottee 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 its receipt by the Allottee 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

29. ENTIRE AGREEMENT

This agreement, along with its schedules and annexures, constitutes the entire agreement between the parties 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/plot/building, as the case may be.

30. RIGHT TO AMEND

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES

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 of the Apartment/Premises, in case of a transfer, as the said obligations go along with Apartment/Premises for all intents and purposes.

32. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made thereunder or under or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

नसन-३
दस्ता क्र. (११८६०/२०११)
३१ — ५२



**First Schedule Above Referred to
(Description of the Plot Property)**

All that Non Agricultural property situated layout bearing Plot No. 41 and 42 from and out of Survey No.810/A/6 to 12/810A/22B/863B/1 2, admeasuring 1256.90 Sq. Mtrs. out of 1288.22 Sq. Mtrs. of Village Nashik, Taluka and District Nashik situated within the limits of Nashik Municipal Corporation bounded as under:

<u>On or towards</u>	<u>By</u>
East :	18 Meter Road
South :	Colony Road
West :	Plot No. 37,38,39 and 40
North :	Plot No. 4 and 5

**Second Schedule Above Referred to
(Description of the Flat Premises)**

Upon the property more particularly setout in First Schedule above construction of a building known in the name and style as "**Tabeer Spaces**" Apartment from and out of the said building constructed premises bearing **Flat No. 506** admeasuring **48.98 sq. mtrs. carpet area + Open Balcony/Terrace area 13.52 sq. mtrs. area** situated on the **Fifth Floor + Covered Parking bearing No.B-17 area 8.80 sq.mtrs.** situated on the **Basement Floor**. The said premises is bounded as per approved building plan constructed on Plot No. 41 and 42 from and out of Survey No.810/A/6 to 12/810A/22B/863B/1 2, admeasuring 1256.90 Sq. Mtrs. out of 1288.22 Sq. Mtrs. of Village Nashik, Taluka and District Nashik.

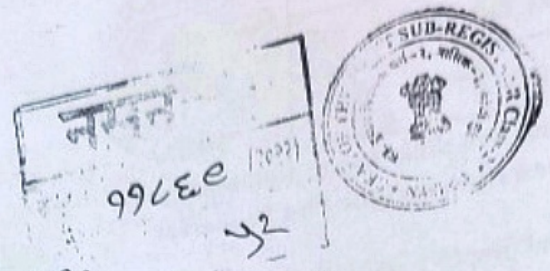
<u>On or towards</u>	<u>By</u>
East :	Flat No.505
South :	Marginal Space
West :	Ventilation Shaft & Flat No.501
North :	Lift & Lobby

All the said premises together with all common amenities, rights of access, easement etc.

**Third Schedule Above Referred to
Description of common areas and restricted areas and facilities**

(A) COMMON AREAS and FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Common passage and common terrace.



3. Drainage and water line work.
4. Electric meter connected to common lights, water meter/connections, boring and pump set etc.
5. Light points outside the building and the staircase/s as well as those in the parking space.
6. Overhead and underground water tank for building with water pump connected to water reservoir.
7. Staircase, Lift/Elevator, lift well, power backup and elevator equipment.
8. Security Systems, garbage chute if any and solar system if any and other common area facilities and the required equipment to run the same.

(B) RESTRICTED AREAS AND FACILITIES:-

The parking spaces at ground floor/basement and on peripheral open area shall be restricted and the Promoter/Builder herein shall have exclusive right to allot the same to the Allottee in the building.

All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, spaces adjoining Premises, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter/Builder shall have exclusive rights to allot sell or transfer, convey the same in part or in full to any buyer of Premises/apartment, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

**Forth Schedule Above Referred to
(Amenities & Specifications)**

Specifications:

1. RCC framed structure with AAC/CLC block walls.
2. Sand faced double coat plaster externally and single coat plaster with neru finish internally.
3. Building externally painted with Acrylic paint.
4. Parking area with checkered tiles/trimix flooring/paver block.
5. Building roof/top common terrace shall be finished with water proofing treatment in brick bat coba with neat cement finishing.
6. Ceramic Anti-skid flooring for balcony and sun-decks with M.S. safety railing.
7. Rain water harvesting with necessary recharge pit.

Amenities:

दस्तावेज-३
दस्तावेज क्र. (११८६६६/२०२२)
२६ - ५५



33. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**
Wherever in this agreement it is stipulated that the Allottee 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 Apartment Premises & Shop to the total carpet area of all the Apartment Premises & Shop in the project/building.
34. **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.
35. **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, in one months after the agreement is duly executed by the Allottee 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 Nashik.
36. The Allottee and/or Promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
37. That all notices to be served on the Allottee and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Promoter Name
TABEER PROPERTIES, A Partnership Firm
Through its Partners

नसल-३
क्र. ११८६०/२०११
३० — ५२



1. Mr. Gulam-Mustafa Tabeerali Chaudhary
2. Mr. Shaida-Husain Tabeerali Chaudhary
3. Mr. Gulam-Husain Tabeerali Chaudhary
4. Mr. Adnan Tasadduq-Husain Chaudhary

Add. Shop No.2, Sunshine Residency-B,
Pakhal Road, Nashik-422006.

(Promoter's Address)

Notified Email ID: tabeerproperties@gmail.com

Name of Allottee

1. Mr. Mohammad Mosim Mohammad Shafi Manyar
2. Mrs. Sumaiyya Mosim Manyar

alias Sumaiyya d/o She Manyar

Add: Tal. Bahadhgaon, VTC: Kajgaon, Dist. Jalgaon-424103

(Allottee's Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

38. JOINT ALLOTTEES

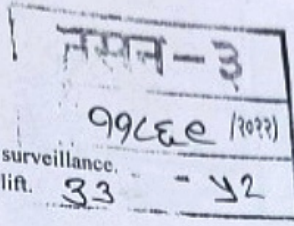
That in case there are joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

39. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this agreement shall be borne by the Promoter

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

41. GOVERNING LAW

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



4. CCTV camera for surveillance.
5. Power backup for lift.

Living & dining:

1. Main door with laminate on both sides (35mm).
2. Stainless steel or brass fittings and hinges on the main door.
3. Vitrified flooring with skirting in living & dining room.
4. Aluminium sliding or powder coated M.S. French door to access the terrace attached to the living room or the bed room (any one as the case may be) in the particular Premises/apartment.
5. Emulsion paint in Living and Dining room.
6. Modular electrical fitting and concealed wiring with one inverter point.
7. One TV point in living room.

Kitchen:

1. Vitrified flooring with skirting in kitchen.
2. Raised kitchen platform with Granite top and S.S. sink.
3. Switch for water purifier and exhaust fan.
4. Glazed dado tiles upto lintel level in kitchen above kitchen platform and up to 3 (three) feet height in terrace area (450/600mm x 300mm).
5. Emulsion paint.
6. Modular electrical fitting and concealed wiring with one inverter point.

Bathroom & Toilet:

1. Good quality CP fittings in all toilets
2. Wall hung/floor mounted W/C Sanitary with flush tank where as required in toilets, Orissa pan in common toilet.
3. Glazed tiles dado up to 7 (seven) feet height (450/600mm x 300mm).
4. Concealed Plumbing.
5. Provision for fixing of exhaust fan and Geyser.
6. Modular electrical fitting and concealed wiring with one inverter point.

Bedrooms:

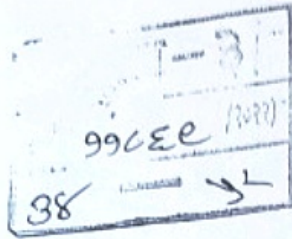
1. Vitrified flooring with skirting in bed rooms.
2. All doors with laminate pasted on both side with S.S. hinges.
3. Cylindrical locks to all bedrooms.
4. Modular electrical fittings switches and concealed wiring with one inverter point.
5. Emulsion paints in every bedroom.
6. 3 (three) Track Aluminium Sliding Windows with Mosquito net and safety grills.

ANNEXURE - A

7/12 Extract of the project land/Plot Property of the Promoter.

ANNEXURE -B

The authenticated copy of the commencement certificate issued by the Nashik Municipal Corporation of the project land



ANNEXURE - C

The authenticated copy of the building plan approved by the Nashik Municipal Corporation of the project land

ANNEXURE - D

The copy of the floor plan of the said Premises.

ANNEXURE - E

The authenticated copy of the MAHARERA registration certificate of the project land and construction thereon.

ANNEXURE - F

The authenticated copy of parking plan showing the allotted parking to the said Premises.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED
ABOVE.

Signed Sealed & Delivered
by the within named Promoter
Tabeer Properties
Through its Partner

1. Mr. Gulam-Mustafa Taberali Chaudhary



L.H.T. Impression



Photo

2. Mr. Shaida-Husain Taberali Chaudhary



L.H.T. Impression



Photo

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34 - 42



[Signature]



3. Mr. Gulam-Husain Tabceerali Chaudhary R.H.T. Impression Photo

[Signature]



4. Mr. Adnan Tasadduq-Husain Chaudhary L.H.T. Impression Photo
Promoter

Signed Sealed & Delivered by the
within named Purchaser/Allottee

[Signature]



1. Mr. Mohammad Mosim Mohammad Shafi Manyar L.H.T. Impression Photo

[Signature]



2 Mrs. Sumaiyya Mosim Manyar L.H.T. Impression Photo
alias Sumaiyya d/o She Manyar

WITNESS:

1. *Tasadduq Husain*

[Signature]

नसन-३
वस.क्र. ११८६० /२०२१
३८ - ५२



ANNEXURE - B

NASHIK MUNICIPAL CORPORATION

NO: LND/BP/AA/240/2021
DATE :- 17.09/2021



SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

TO, M/s. Tabeer Properties Partnership Firm.
C/o. Ar. - Darshan Sancheti & Stru. Engg. Sudarshan A. Anawade Of Nashik.
Sub -> Sanction of Building Permission & Commencement Certificate on Plot No:- 41+42
of S.No./G.No. 810/A/6 to 12+810/A/22B+ 863/B/1/2 of Nashik Shwar Nashik

- Ref :-
- 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan Dated:- 05/05/2021 Inward No. A4/BP/159/2021
 - 2) Final Layout No. 87/Nashik Dt. 03/11/2004.
 - 3) Previously Approved Building permission No. LND/BP/Nashik/DCR/1453/2019 Dt. 22/07/2019.

Sanction of building permission & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mar of 1966) to carry out development work/and building permission under section 253 of The Maharashtra Municipal Corporation Act (Act No.LIX of 1949) to erect building for Residential + Commercial Purpose as per plan duly amended in subject to the following conditions.

CONDITIONS (upto 49)

- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person till occupancy permission under sec. 263 of the Maharashtra Municipal Corporation Act is duly granted.
- 3) The commencement certificate/ Building permission shall remain valid for a period of one year commencing from date of its issue. After it shall become invalid automatically unless otherwise provided in stipulated period. Construction work commenced after expiry of period of which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act, 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS
- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work (viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966).
- 7) The balconies, ottas & varandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & varandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
- 8) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up property to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity. In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit. The size of soak pit should be properly worked out on the basis of number of tenements. A pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
- 10) Proper arrangement for disposal of surface water should be made as per site requirements without disturbing natural gradient of the land facing to this conditions if any incident happens, the whole responsibility will be on the applicant /developers.



नाशिक महानगरपालिका, नाशिक
इमारत बापरताचा दाखला
(पूर्व/भागणः)

ARC No 377-26

No. 30836

ना.पू.क्र. २२७/६३३/१९२
दिनांक १९/०२/२०२२

श्री. श्रीमती ताळीर पुण्डरीक आशिदारी पुर्म
प्रकल्पाचा ठिकाण व पत्ता : ३ फा टॉवर जयक रॉयल कॉलनी परगाव रोड, नाशिक

संदर्भ : आपला दिनांक १९/०५/२०२२ चा अर्ज क्रमांक ३०४/२०२२

महाराज,

दाखला देण्यात येतो की नाशिक शिवायतील / सि.स.नं., स.नं. १९०/३१/६३३/१९०३/२२७/६३३/१९२ मधील इमारतीच्या नॅसिकमेट + तळेबाप + शांत अंदाज मजल्याचे इकडील बांधकाम परवानगी क्र ३०४/२४०/२०२१ दिनांक १९/०२/२०२१ अन्वये दिल्याप्रमाणे आर्किटेक्ट/इंजि./ सुपरस्यडर, श्री. दर्शन अंजुनी रजिस्ट्रेशन क्र. CA/2012/57095 यांचे निरिक्षणाखाली पूर्ण झाली असून निवासी/निवासेतर/बैधानिक/मिठाळी/मिठाळी/कारणासाठी खालील अटी शर्तीस अधिन राहून इमारतीचा बापर करणेस परवानगी देण्यात येत आहे.

- १) एकूण बांधकाम क्षेत्र ३२४५.८९ चौ.मी. या पैकी निवासी ३२६५.१६ निवासेतर ६८०.७३ चौ.मी.
 - २) एकूण चटई क्षेत्र ३३२३.०६ चौ.मी. या पैकी निवासी २८७७.७९ निवासेतर ४४५.२७ चौ.मी.
- १) सदर इमारतीचा बापर निवासी/निवासेतर/बैधानिक/मिठाळी/मिठाळी कारणावरीलताव करता येईल.
 - २) सदर इमारतीत म.न.पा. च्या पूर्व परवानगी शिवाय बापरमध्ये व बांधकामाध्ये कोणताही बदल करता येणार नाही, परस्पर बापरत व बांधकामात बदल केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल
 - ३) व्हॅकंट प्लॉट / घरपट्टी इंडेक्स नं. - ८९४९५३४९
 - ४) अग्निशमन विभागाचा अंतिम दाखला क्रमांक : _____
 - ५) पर्यावरण विभागाचा नाहरकत दाखला क्रमांक : _____
 - ६) घरपट्टी आकारणी कारणेकामी संबंधित विभागात संपर्क साधावा.

नसनेकत ३

दस्ता क्र. १९८६०/२०२२

४९ - ५२



कार्यकारी अभियंता

भारत सरकार
Government of India

अधीन तसदुक लूसिन चौधरी
Adnan Tasadduk Lusin Chaudhary
जन्म: नाशिक / ००८ : ०९/१२/१९८३
पुंज / MALE



2743 6928 3701

आधार - सामान्य जाणसाचा अधिकार

08/02/2013
Permanent Account Number
AAIFT2243A



भारत सरकार
Government of India



Annexure - E -



नस्रन-३
सं. अ. ११८६६६/२०१९
४५ - ५२



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 :
P51600023179

Project: **Tabear Spaces**, Plot Bearing / CTS / Survey / Final Plot No.: 810/A/6to12/810/A/22B/863/B/1/2 Plot No 41 and 42 at Nashik (M Corp.), Nashik, Nashik, 422006;

1. **Tabear Properties** having its registered office / principal place of business at Tehsil: **Nashik**. District: **Nashik**, Pin: **422006**.

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 (f) 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 05/12/2019 and ending with 31/12/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabh
(Secretary, MahaRERA)
Date: 06-12-2019 10:02:02