



13/01/2024

सूची क्र.2

दुय्यम निबंधक : सह नु.नि. नाशिक 6
दस्ता क्रमांक : 436/2024
नोंदणी :
Regn:63m

गावाचे नाव : अंबड (खुर्द)

(1) विलेखाचा प्रकार	अॅप्रीमेंट टू सेल
(2) मोबदला	2000000
(3) बाजारभाव(भाडेपट्ट्याच्या वाढवितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1938000
(4) मू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : इतर माहिती: मौजे अंबड खुर्द शिबारातील मिळकत वामी गट नं. 275 यासी एकूण क्षेत्र 3400.00 चौ.मि. यापैकी रस्ता रुंदीकरणाला गेलेले 158.31 चौ.मि. वगळता उर्वरित 3241.69 चौ.मि. यापैकी 658.87 चौ.मि. यावरील अवध ईलाईट वा इमारतीतील सी विंग मधील पाचव्या मजल्यावरील फ्लॅट नं. 505 यासी कार्पेट क्षेत्र 51.29 चौ.मि. व अपार्टमेंट लगतचे युसेबल बाल्कनीचे क्षेत्र 4.27 चौ.मि. असे एकूण क्षेत्र 55.56 चौ.मि. क्षेत्राची मिळकत. ((GAT NUMBER : 275 ;))
(5) क्षेत्रफळ	1) 55.56 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. अक्षर बिन्डर्स भागीदारी संस्था तर्फे भागीदार कल्पेश दामजीभाई नरोडीया वय:-35; पत्ता:-प्लॉट नं:-, माळा नं: नरोडीया हाऊस, इमारतीचे नाव: बंदावणे नगर, ब्लॉक नं: कामठवाडे, रोड नं: नाशिक, महाराष्ट्र, शास्:ईक. पिन कोड:-422008 पॅन नं:-ABIFA8043N
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सुरज शशिकांत आहिरे वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: बँक कॉलनी, इमारतीचे नाव: माऊली नगर, ब्लॉक नं: चिंचखेड रोड, रोड नं: पिंपळगांव बसवंत, नाशिक, महाराष्ट्र, शास्:ईक. पिन कोड:-422209 पॅन नं:-BNEPA5880N 2): नाव:-शितल बाबुराव जेजुरकर ऊर्फ शितल सुरज आहिरे वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: बँक कॉलनी, इमारतीचे नाव: माऊली नगर, ब्लॉक नं: चिंचखेड रोड, रोड नं: पिंपळगांव बसवंत, नाशिक, महाराष्ट्र, शास्:ईक. पिन कोड:-422209 पॅन नं:-BCTPJ1837L
(9) दस्तऐवज करून दिल्याचा दिनांक	13/01/2024
(10)दस्त नोंदणी केल्याचा दिनांक	13/01/2024
(11)अनुक्रमांक,खंड व पृष्ठ	436/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	120000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	20000
(14)शेरा	

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नोंदणी नंबरचा अंशम प्रत

अश्वत्थ बरहुकुम नवकल

सह दुय्यम निबंधक वर्ग-२.

नाशिक-६

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



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ZONE No. 4.7
 RATE FOR FLAT RS. 30,400/- + 5% = 31,920/- PER Sq. Mtrs.
 CARPET AREA OF FLAT 51.29 Sq. Mtrs. and usable area of Balcony attached to
 apartment admeasuring 4.27 Sq. Mtrs. Total admeasuring 55.56 Sq. Mtrs.
 CONSIDERATION RS. 20,00,000/-
 GOVT. VALUE RS. 19,38,000/-
 STAMP RS. 1,20,000/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on this 13th day of
 JANUARY 2024.

BETWEEN

M/s. AKSHAR BUILDERS, PAN ABIFA8043N, A Partnership firm through its
 PARTNER MR. KALPESH DAMJIBHAI NARODIYA, Age 35 Years, Occupation
 Business, R/o. Narodiya House, Bandavane Nagar, Kamthwade, Nashik 422008
 Hereinafter referred to as the **VENDOR/ PROMOTER** (Which expression shall unless
 it be repugnant to the context or meaning thereof mean and include its other partners,
 their legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.
 Notified email id - pratiknarodiya@gmail.com/Mob No. 8668317760

AND

1] MR. SURAJ SHASHIKANT AHIRE, Age 28 Years, Occupation Service PAN -
 BNEPA5880N/AADHAR NO. 5518 5855 6260/Mob. 8177810180

2] SHITAL BABURAO JEJURKAR alias MRS. SHITAL SURAJ AHIRE, Age 28
 Years, Occupation Housewife PAN - BCTPJ1837L/AADHAR NO. 3298 9484 1164

R/o. Bank Colony, Mauli Nagar, Chinchkhed Road, Pimpalgaon Baswant, Nashik
 422009 Hereinafter referred to as the **"PURCHASER/ ALLOTTEE/S"** (which expression
 shall unless it be repugnant to the context or meaning thereof mean and include
 his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

WHEREAS the vendor/Promoter is the absolute & exclusive owner & otherwise is well
 & sufficiently entitled to all that piece & parcel of the property situated at Ambad
 Khurd, Tal. Dist. Nashik, more particularly described in the first schedule written
 hereunder and hereinafter referred to as the Said Property.

AND WHEREAS the Vendor/Promoter purchased Gat No. 275 total admeasuring
 3400.00 Sq. Mtrs. from the previous owners Smt. Phulyabai Ramnath More and others
 and with the consent of Sangita Sampat More and others by a sale deed dated
 17/1/2022 which is duly registered at the office of Sub Registrar Nashik 3 at Sr. No. 588
 on 19/1/2022 and the name of the vendor/Promoter is mutated in the owners column of
 the record of rights for the area purchased and the vendor/Promoter has absolute right
 to develop said property by constructing a building thereon and enter into agreement
 of sale of the tenements to the prospective purchaser at the price and the terms and
 conditions as the vendor/Promoter may deem fit and proper and appropriate the sale
 proceeds thereof.

AND WHEREAS the said property is duly converted to Non Agri. use u/s. 42 b of the
 M.L.R. Code under Order of Tehsildar, Nashik under No. Jama-1/42-B/S.R/08/2021
 dated 29/10/2021.

AND WHEREAS the Vendor/promoter has purchased TDR of 101.61 Sq. Mtrs. for
 which as per new provision FSI of 157.16 Sq. Mtrs. is permissible from DRC No. 897-G
 Dated 4/12/2019 from M/s. Chupon Buildcon by sale deed dated 12-5-2022 which is
 duly registered at the office of Sub Registrar Nashik 7 at Sr. No. 4803 on 12/5/2022 and

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thereafter the vendor/promoter has purchased additional TDR of 275.39 Sq. Mtrs. for which as per new provision FSI of 310.28 Sq. Mtrs. is permissible from DRC No. 899 Dated 21/6/2019 from Satish Dnyaneshwar Gaikwad and Yogesh Tukaram Gaikwad by sale deed dated 11-5-2022 which is duly registered at the office of Sub Registrar Nashik 7 at Sr. No. 4770 on 11/5/2022 and Vendor/promoter has purchased TDR of 82.47 Sq. Mtrs. for which as per new provision FSI of 127.56 Sq. Mtrs. is permissible from DRC No. 897A Dated 4/12/2019 from M/s. Chupon Buildcon by sale deed dated 12-5-2022 which is duly registered at the office of Sub Registrar Nashik 7 at Sr. No. 4804 on 12/5/2022 and thereafter the vendor has obtained premium FSI from Nashik Municipal Corporation and thereafter the vendor/promoter has prepared a building plan by using the entire TDR and premium FSI which is duly approved by the Nashik Municipal Corporation under Commencement Certificate No. LND/BP/B2/38/2022 Dated 25/5/2022 and the Vendor/Promoter has commenced the construction of the building.

AND WHEREAS the promoter has accrued the title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

AND WHEREAS the Promoter is entitled to construct buildings on the project land/said property in accordance with the recitals hereinabove.

AND WHEREAS the Vendor/Promoter is in possession of the project land/said property.

AND WHEREAS As per new rules of Nashik Municipal Corporation Nashik an area admeasuring 158.31 Sq. Mtrs. out of total land is surrendered to Nashik Municipal Corporation Nashik for road widening and as such name of Nashik Municipal Corporation is mutated in the owners column for the area admeasuring 158.31 Sq. Mtrs. surrendered to Nashik Municipal Corporation and as such the total holding of the holder is 3241.69 Sq. Mtrs.

AND WHEREAS the vendor decided not to develop the WEST side area admeasuring 800.00 Sq. Mtrs. out of the total land admeasuring 3400.00 Sq. Mtrs. immediately and therefore after excluding the area of 800.00 Sq. Mtrs. an area admeasuring 2441.69 Sq. Mtrs. remained with the vendor for development.

AND WHEREAS out of 2441.69 Sq. Mtrs. an area admeasuring 225.25 Sq. Mtrs. is subjected to 9 Mtrs. road widening and 84.57 Sq. Mtrs. is kept for cycle track and therefore after excluding the area of 84.57 Sq. Mtrs. and 225.25 sq. Mtrs. an area admeasuring 2131.87 Sq. Mtrs. is available for development to the vendor.

AND WHEREAS due to the 9 Mtrs. road the area 2131.87 Sq. Mtrs. is split into two hissas and the vendor/Promoter prepared a building plan on the said entire 2131.87 Sq. Mtrs. which is duly sanctioned by Nashik Municipal Corporation, Nashik.

AND WHEREAS as per said approved building plans two parts are mentioned in the building plan out of which Part A admeasuring 2131.87 Sq. Mtrs. is owned by the vendor/promoter wherein actual buildings are situated while part B is for 800.00 Sq. Mtrs. which the vendor does not intend to develop immediately.

AND WHEREAS as per the approved building plan the

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letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

20. **RIGHT TO AMEND** :- This Agreement may only be amended through written consent of the Parties.

21. **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 Allottees of the Apartment, in case of a transfer, or due to death of any of the party as the said obligations go along with the Apartment for all intents and purposes.

22. **SEVERABILITY** :- If any provision of this Agreement shall be determined to be void or unenforceable under the 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 confirm to Act or the Rules and Regulations made thereunder 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 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 the total carpet area and enclosed balcony of all the Apartments 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, in Nashik 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

26. 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.

27. 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:

NAME OF ALLOTTEE :-1] MR. SURAJ SHASHIKANT AHIRE 2] SHITAL BABURAO JEJURKAR alias MRS. SHITAL SURAJ AHIRE R/o. Bank Colony, Mauli Nagar, Chinchkhed Road, Pimpalgaon Baswant, Nashik 422009

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2021

NAME OF PROMOTER :-

M/s. AKSHAR BUILDERS A Partnership firm through its PARTNER MR. KALPESH DAMJIBHAI NARODIYA R/o. Narodiya House, Bandavane Nagar, Kamthwade, Nashik 422008

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

28. **JOINT ALLOTES :-** That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

29. **STAMP DUTY AND REGISTRATION :-** The charges towards stamp duty, Registration fee, GST, MSEB meter and connection charges shall be borne by the vendor.

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

31. **GOVERNING LAW :-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE OF THE ENTIRE SAID PROPERTY

All that piece and parcel of land admeasuring 3241.69 Sq. Mtrs. out of Gat No. 275 total admeasuring 3400.00 Sq. Mtrs. (out of which 158.31 Sq. Mtrs. is subjected 9.00 mtr. road widening) situated at Ambad Khurd, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

East	:	Gat No. 276 and Nala
West	:	Gat No. 273
South	:	Gat No. 274
North	:	Gat No. 277

SECOND SCHEDULE OF THE SAID PROPERTY ON WHICH THE SAID BUILDING IS SITUATED

All that piece and parcel of land admeasuring 658.87 Sq. Mtrs. out of the aforesaid property situated at Ambad Khurd, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

East	:	Gat No. 276 and Nala
West	:	9.00 Mtrs. Road
South	:	Gat No. 274
North	:	Gat No. 277

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THIRD SCHEDULE THE PROPERTY AGREED TO BE TRANSFERRED

All that piece and parcel of constructed property constructed on the land as mentioned in the second schedule bearing Flat No. 505 on Fifth Floor, Carpet area admeasuring 51.29 Sq. Mtrs. and usable area of Balcony attached to apartment admeasuring 4.27 Sq. Mtrs. Total admeasuring 55.56 Sq. Mtrs. in C WING of AVADH ELITE bounded as follows:

East	:	Flat No. 504
West	:	Side Margin
South	:	Side Margin
North	:	Flat No. 501

AMENITIES TO BE PROVIDED IN THE BUILDING AND FLAT

- Building will be RCC framed structure.
- External brickwork 6" thick and internal 4" thick.
- 24 x 24 vitrified tiles flooring and skirting for all rooms, balconies, and passage.
- All walls will have double coat sand face plaster from outside and neeru finish plaster from inside.
- Spartex tilex 24 x 24 with skirting in living, kitchen, bedroom & Passage and Antiskid 12 x 12 tiles in Terrace and washing place.
- Kitchen platform is in Kadappa with stainless steel single Bowl sink.
- Galzed Tiles 12 x 8 above kitchen platform and Bathroom upto lintel level.
- Main door frame shall have decorative with water proof ply and laminated sheet rest. All door frame shall have RCC frame.
- Windows frame - Three track powder coated aluminum sliding windows with mosquito net.
- Electrification - Concealed conduit wiring with copper conductor and socket outlet in 3.5 numbers as per standard norms, power point for geyser in toilets and kitchen of modular board.
- T.V. Cable point in living room.
- Concealed plumbing work
- Water supply will be from overhead and underground water tank only.
- one overhead and one underground water tank.
- Lift with battery backup.
- Common Parking
- On Grid Solar Electricity System for Common area per wing 3 KW
- The Building is under CCTV observation

COMMON AREAS AND FACILITIES

a. COMMON AREAS

- 1) The land under the buildings
- 2) The footings, RCC structures and main walls of the buildings
- 3) Staircase columns in the building/s
- 4) Common drainage, water, electrical lines.
- 5) Common ground water storage tank and overhead tank
- 6) Electrical meters, wiring connected to common lights, pumps.

b. LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Other exclusive and limited common area and facilities as mentioned in the agreement.
3. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

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



SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED M/s. AKSHAR BUILDERS A Partnership firm through its PARTNER MR. KALPESH DAMJIBHAI NARODIYA [VENDOR/PROMOTER]

Kalpesh Narodiya



SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED 1] MR. SURAJ SHASHIKANT AHIRE

S. Ahire



2] SHITAL BABURAO JEJURKAR alias MRS. SHITAL SURAJ AHIRE [PURCHASER/ALLOTTEE]

Shital



Witness :-

1.

Dikant Ahire Shital Ahire