

1/2

APPROVED

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


Executive Engineer
TOWN PLANING
Nashik Municipal Corporation
Nashik *PK*

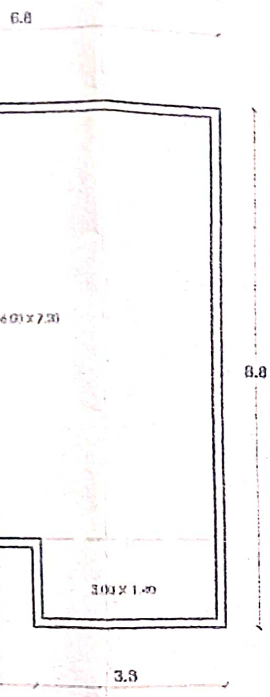
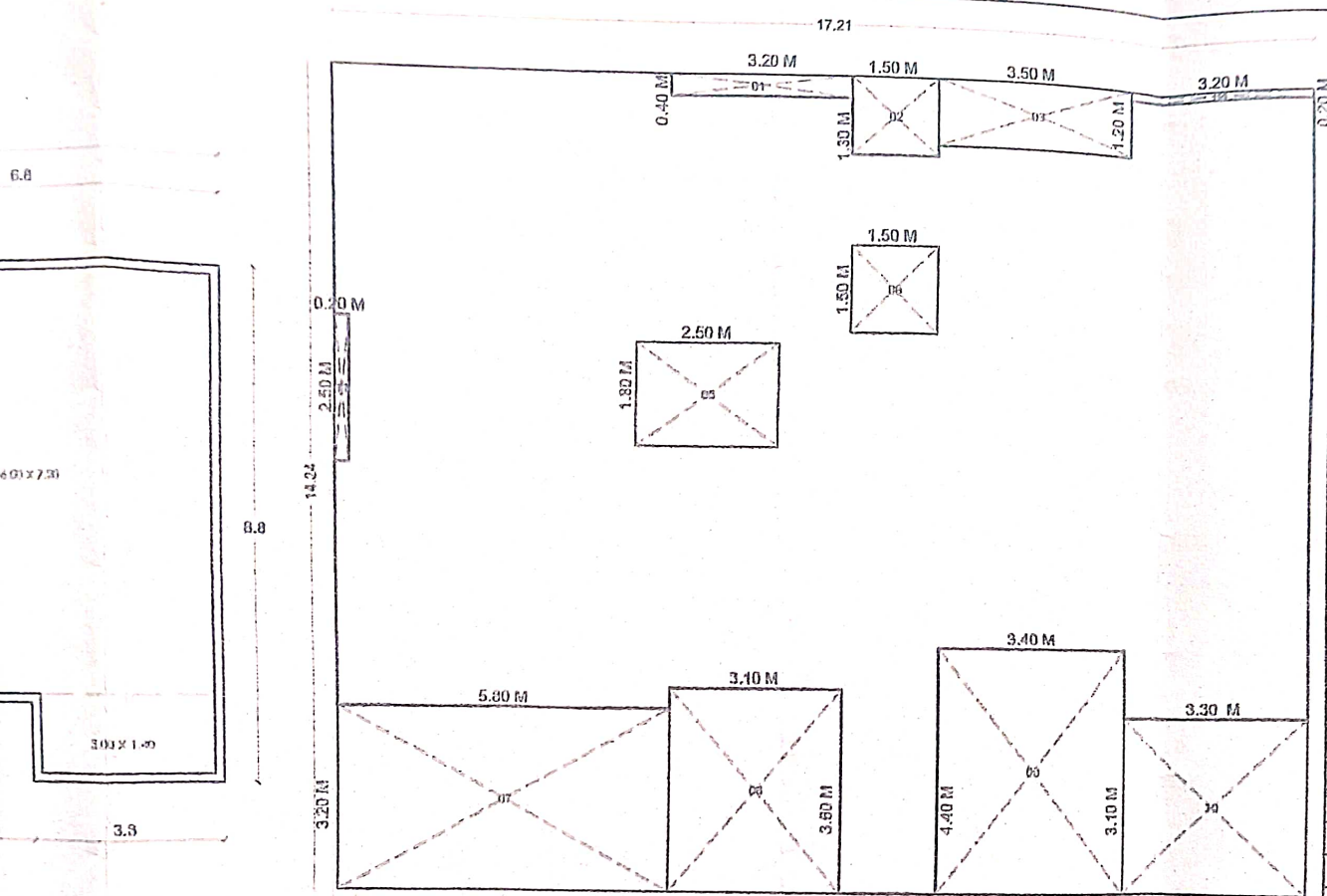
**FOLLOWING ARE THE DETAILS OF THE REVISED
RESIDENTIAL BUILDING PROPOSED ON PLOT.NO.
40+41; OF S.NO. 6/3/1+6/2A/40
PATHARDI SHIWAR ,AT- NASHIK**

AREA STATEMENT	SQ.MT
1. Area of plot (Minimum area of a, b, c to be considered)	702.34 SQ.M.
a) As per ownership document (7/12, CTS extract)	702.34 SQ.M.
b) As per measurement sheet	702.34 SQ.M.
c) As per site	-----
2. Deductions for	20.95 SQ.M.
a) Proposed D.P./ D.P. Road widening Area/ Service Road/ Highway widening	-----
b) Any D.P. Reservation area	-----
Total (a+b)	20.95 SQ.M.
	681.39 SQ.M.
3. Balance Area of Plot (1-2)	
4. Amenity Space (if applicable)	-----
a) Required	-----
b) Adjustment of 2(b), if any -	-----
c) Balance proposed-	-----
5. Net Plot Area (3-4 (c))	
6. Recreational Open Space (if applicable)	-----

0.20 M

M

1483



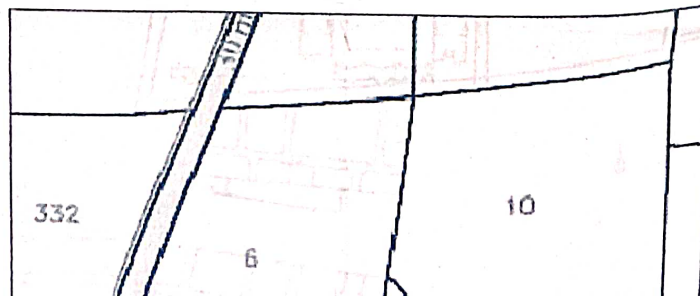
AREA OF BLOCK :
 $17.21 \times 14.22 = 244.24 \text{ SQ.M.}$

- DEDUCTIONS:
1. $3.20 \times 0.40 = 1.28$
 2. $1.50 \times 1.30 = 1.80$
 3. $3.50 \times 1.20 = 4.20$
 4. $3.20 \times 0.20 = 0.64$
 5. $2.50 \times 1.80 = 4.50$
 6. $1.50 \times 1.60 = 2.40$
 7. $5.80 \times 3.20 = 18.56$
 8. $3.10 \times 3.60 = 11.16$
 9. $3.40 \times 4.40 = 14.96$
 10. $3.30 \times 3.10 = 10.23$
 11. $0.20 \times 2.50 = 0.50$

TOTAL DEDUCTIONS: 70.23 SQ.M.

BUILT-UP AREA (1ST, 2ND, 3RD, 4TH, 5TH, 6TH)
 AREA OF BLOCK - TOTAL DEDUCTION
 $= 244.24 \text{ SQ.M} - 70.23 \text{ SQ.M}$
 $= 174.01 \text{ SQ.M}$

PREMIUM F.S.I. STATEMENT	
PREVIOUS TDR PURCHASE AGREEMENT NO:	11483
DRC -546 DATE-	07/10/2013
TDR PURCHASE =	140.00 SQ.M
PROPOSED PURCHASED TDR AGREEMENT NO :	6525
DRC - 909 DATE-	03/03/2020
TDR PURCHASE :	129.00 SQ.M.
TOTAL TDR PURCHASE =	158.98 SQ.M
TOTAL PLOT AREA =	681.30 SQ.M
ALLOWABLE TDR 1.40 =	272.52 SQ.M.
PERMISSIBLE BUILT UP AREA PROPOSED =	1247.45 SQ.M.
TOTAL BUILTUP AREA PROPOSED =	671.80 SQ.M.

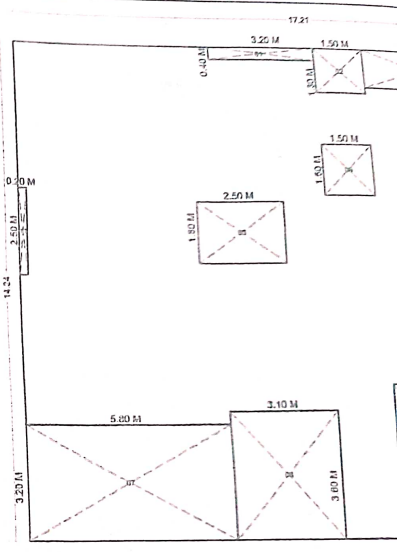
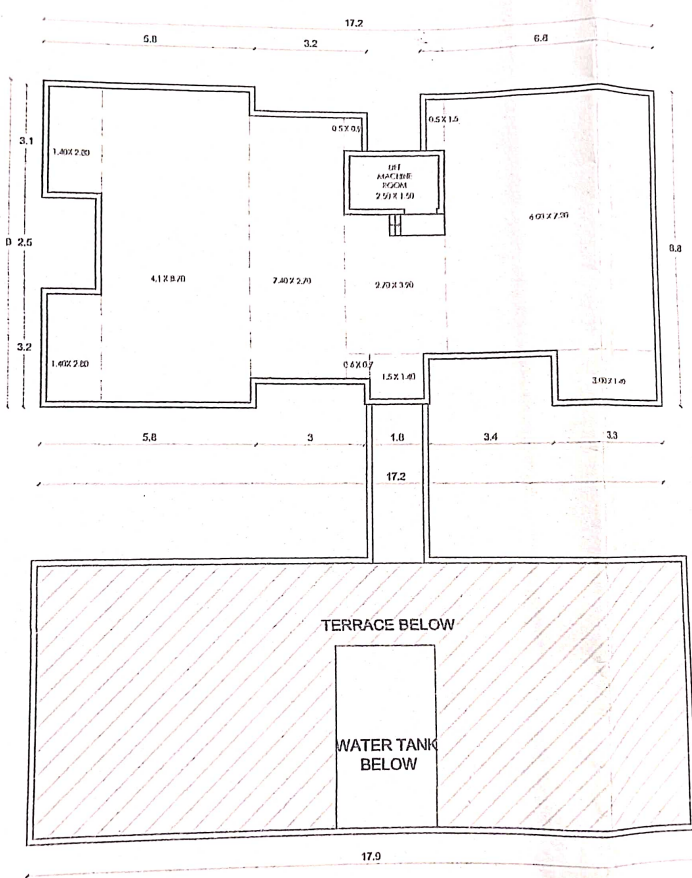
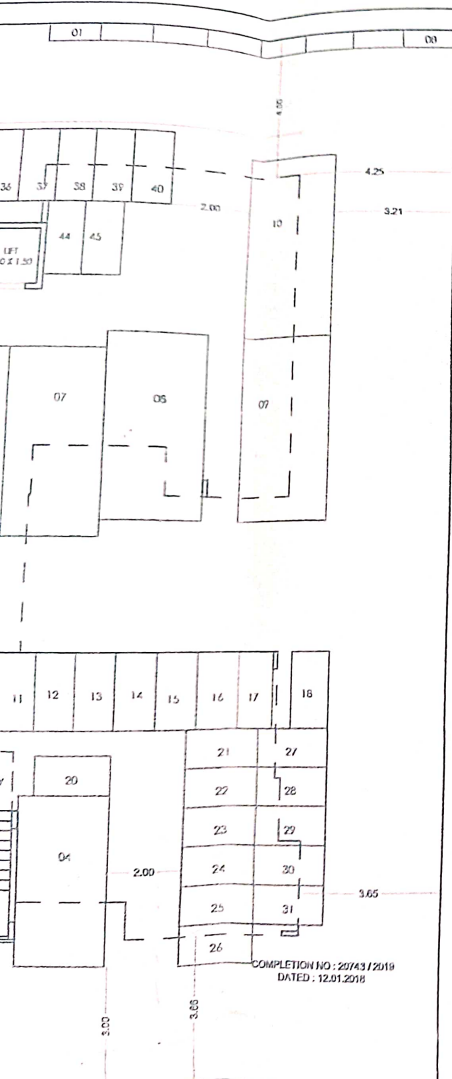


The Plan
 As per t
 the acco
 Certific
 CP/32

FOLLOWING ARE
 RESIDENTIAL BUI
 40+41; OF S.NO. (C
 PATHARDI SHIV

AREA STATEMENT

1. Area of plot (Minimum area)
 - a) As per ownership document ()
 - b) As per measurement sheet
 - c) As per site
2. Deductions for
 - a) Proposed D.P./ D.P. Road width
 - b) Any D.P. Reservation area
3. Balance Area of Plot (1-2)
4. Amenity Space (if applicable)
 - a) Required
 - b) Adjustment of 2(b), if any
 - c) Balance proposed-
5. Net Plot Area (3-4 (c))
6. Recreational Open Spaces (if applicable)
 - a) Required -
 - b) Proposed -
7. Internal Road area
8. Platable area (if applicable)
9. Built up area with reference to B (Sr. No. 5) basic FSI (1.1)
10. Addition of F.S.I. on payment of
 - a) maximum permissible premium FSI
 - b) Proposed FSI on payment of premium
11. In-Situ FSI / TDR loading
 - a) In-situ area against D.P. road [2.0 x 1.00]
 - b) In-situ area against Amenity Space [2.00 or 1.85 x Sr. No. 4 (b) and for 1.00]
 - c) TDR area
 - d) Total in-situ/ TDR loading proposed (a+b+c) = 129.00 sq.m. = 269.00 SQ.M.
12. Additional FSI area under Chapter 12
13. Total entitlement of FSI in the proposed plot
 - a) $[9 + 10(b) + 11(d)]$ or 12 whichever is less
 - b) Ancillary Area FSI upto 60% of (a)
 - c) Total entitlement (a+b)



AREA OF BLOCK:
17.21 X 14.20 = 244.24 SQ.M.

BUILT-UP AREA ()
AREA OF BLOCK
= 244.24 SQ
= 174

- DEDUCTIONS:
- 1. 3.20 x 0.40 = 1.28
 - 2. 1.50 x 1.30 = 1.80
 - 3. 3.50 x 1.20 = 4.20
 - 4. 3.20 x 0.20 = 0.64
 - 5. 2.50 x 1.80 = 4.50
 - 6. 1.50 x 1.80 = 2.70
 - 7. 5.80 x 3.20 = 18.56
 - 8. 3.40 x 3.60 = 12.24
 - 9. 3.40 x 4.40 = 14.96
 - 10. 3.30 x 3.10 = 10.23
 - 11. 0.20 x 2.50 = 0.50

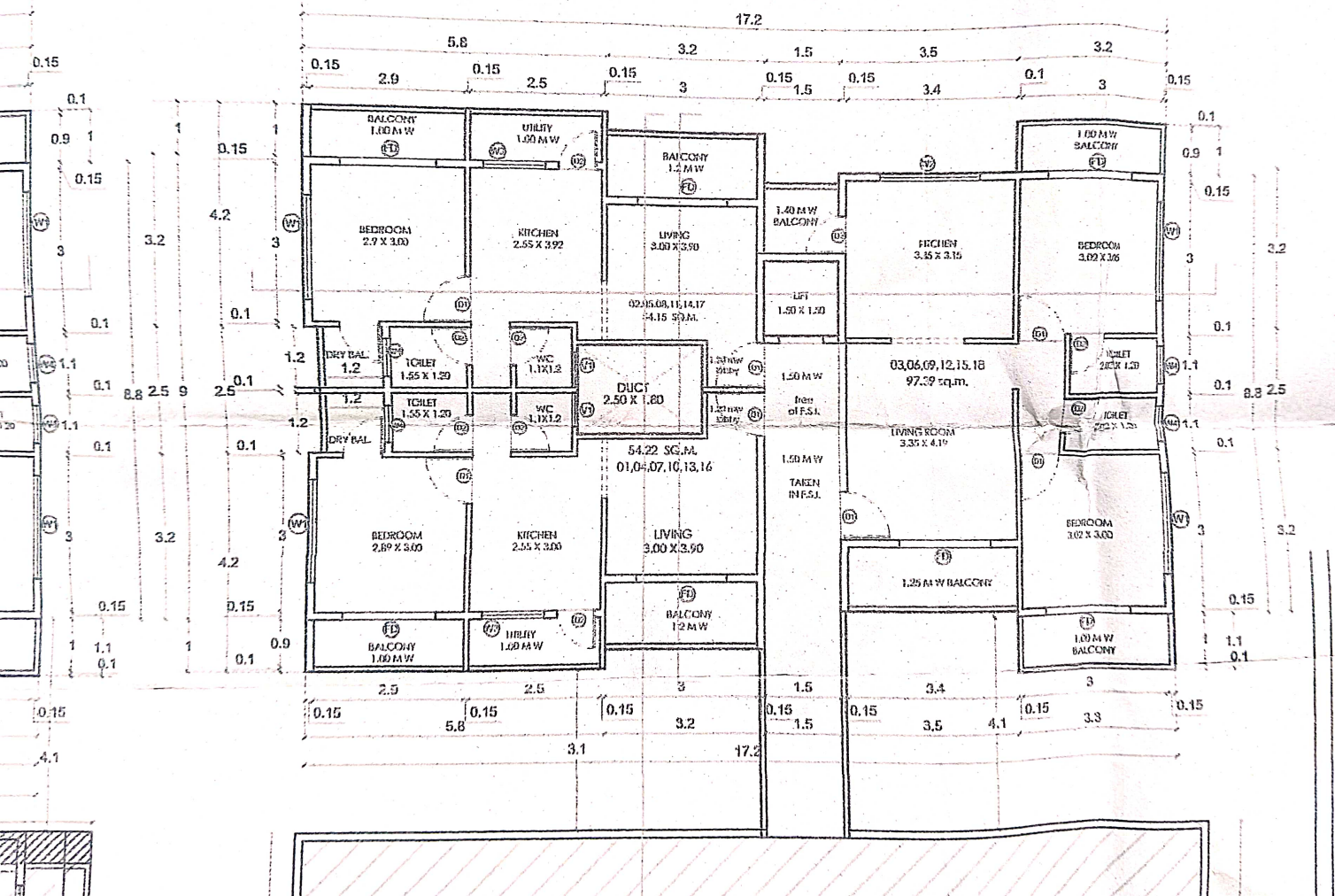
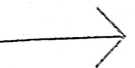
TOTAL DEDUCTIONS: 70.23 SQ.M.

PREMIUM F.S.I. S
PREVIOUS TDR
DRC-546 DAT
TDR PURCHASE
PROPOSED PUR
DRC-509 DAT
TDR PURCHASE
TOTAL TDR PUR
TOTAL PLOT AR
ALLOWABLE TD
PERMISSIBLE
TOTAL BUILT

TERRACE FLOOR PLAN
SCALE: 1: 100



TERRACE FLOOR PLAN
SCALE 1: 100



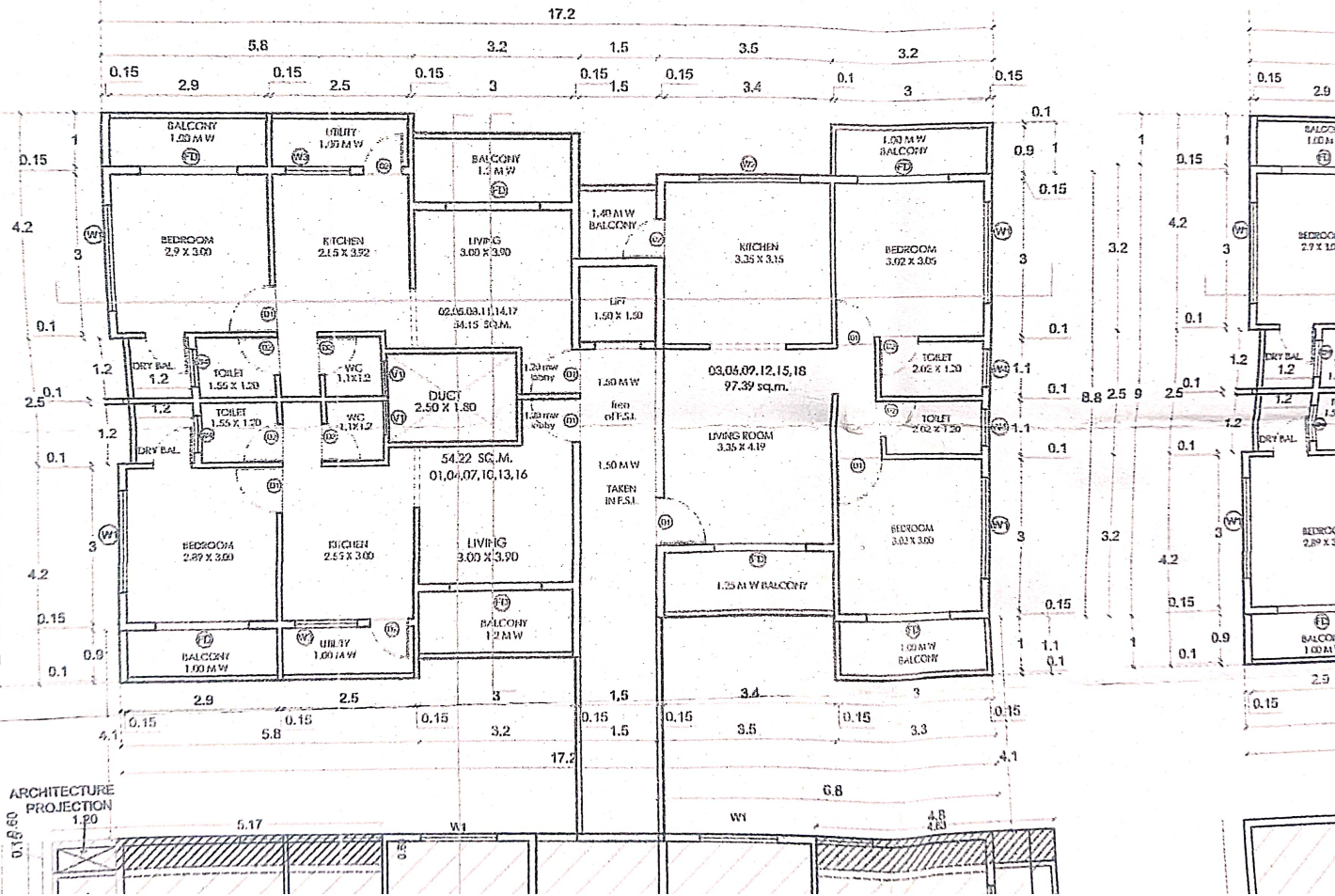
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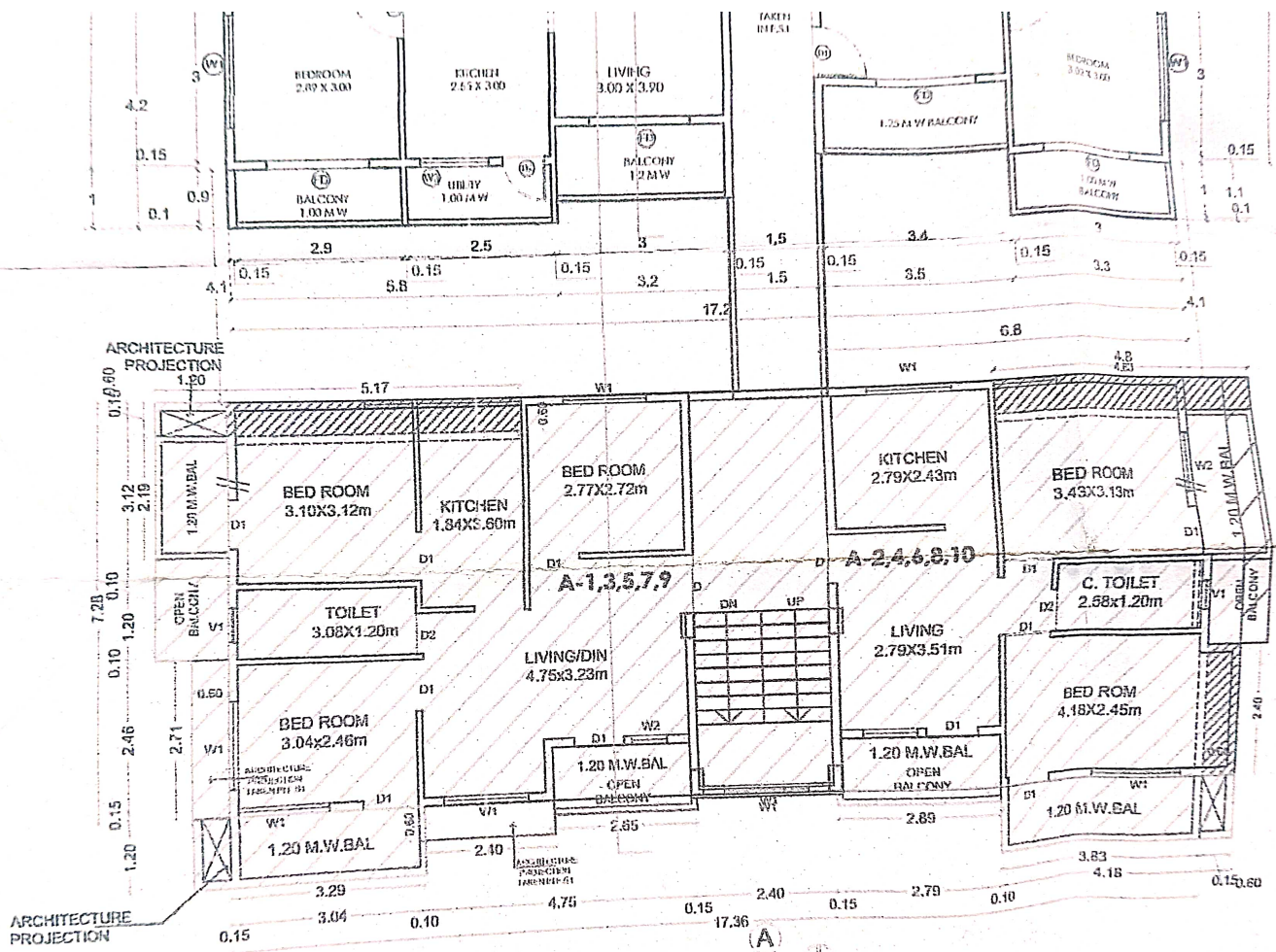
COMPLETION NO : 20/43 / 2019
DATED : 12.01.2018

TERRACE FLOOR

GROUND FLOOR PLAN
SCALE 1: 100

9.00 M WIDE ROAD





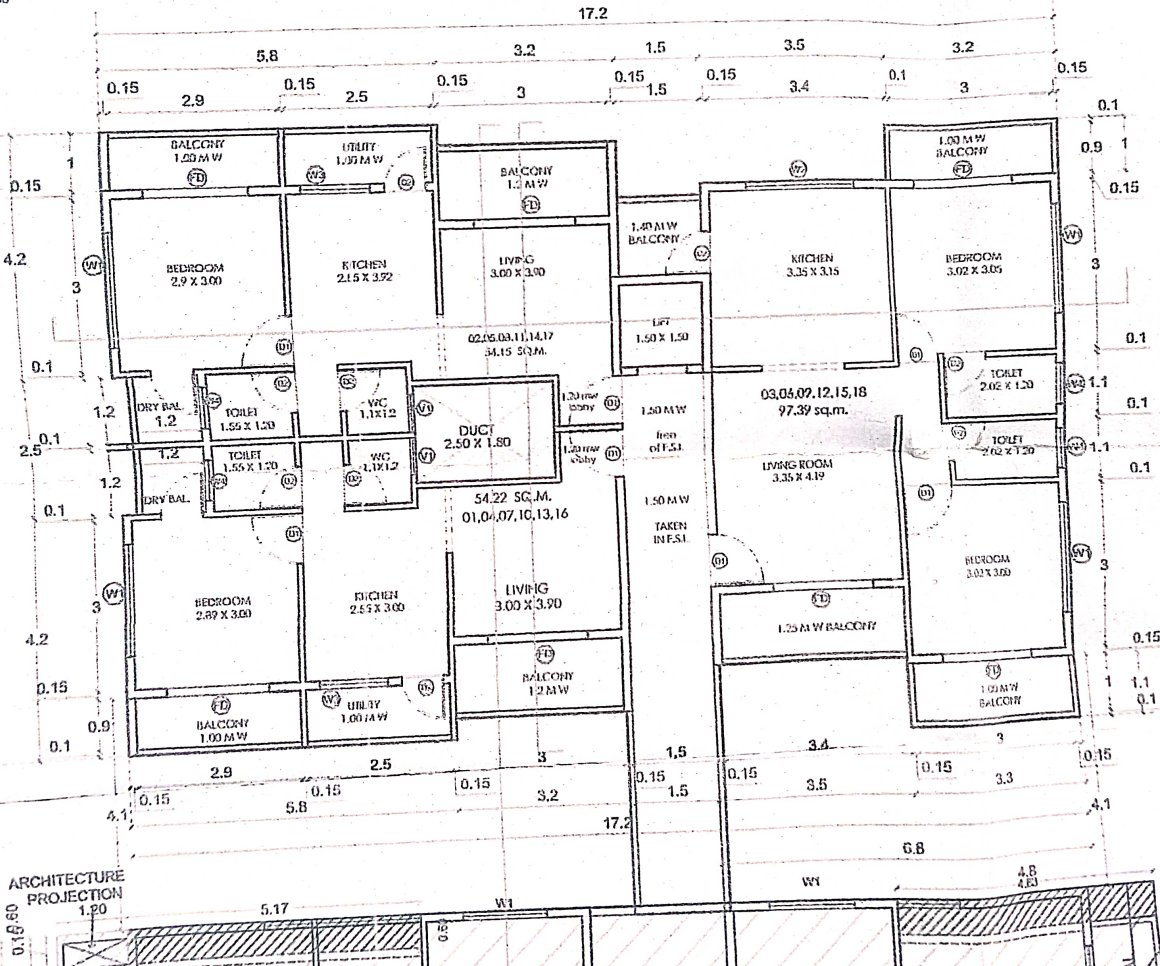
TYPICAL 1ST, 2ND, 3RD, 4TH, 5TH FLOOR PLAN
 SCALE 1: 100



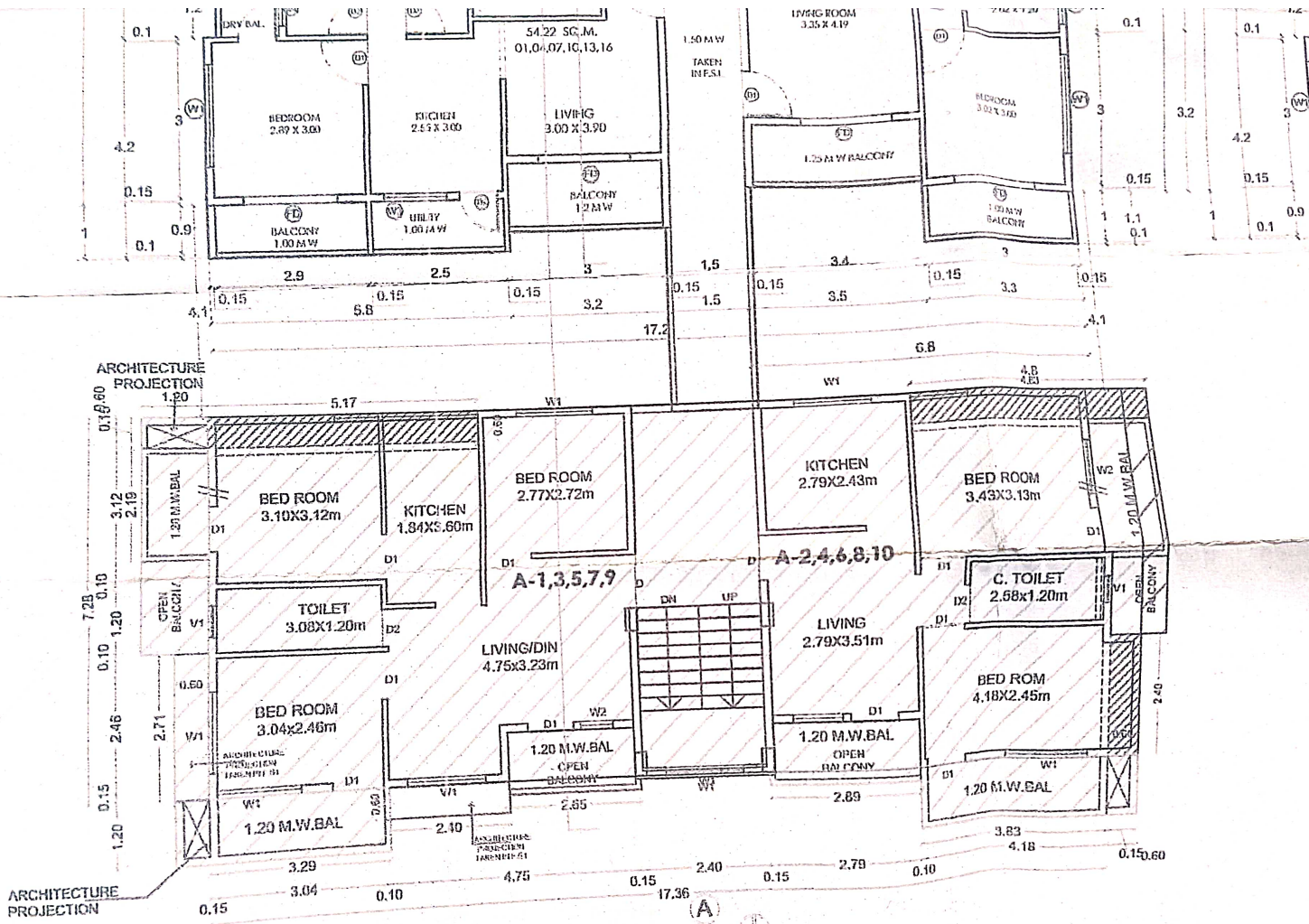
TERRACE

GROUND FLOOR PLAN
SCALE 1: 100

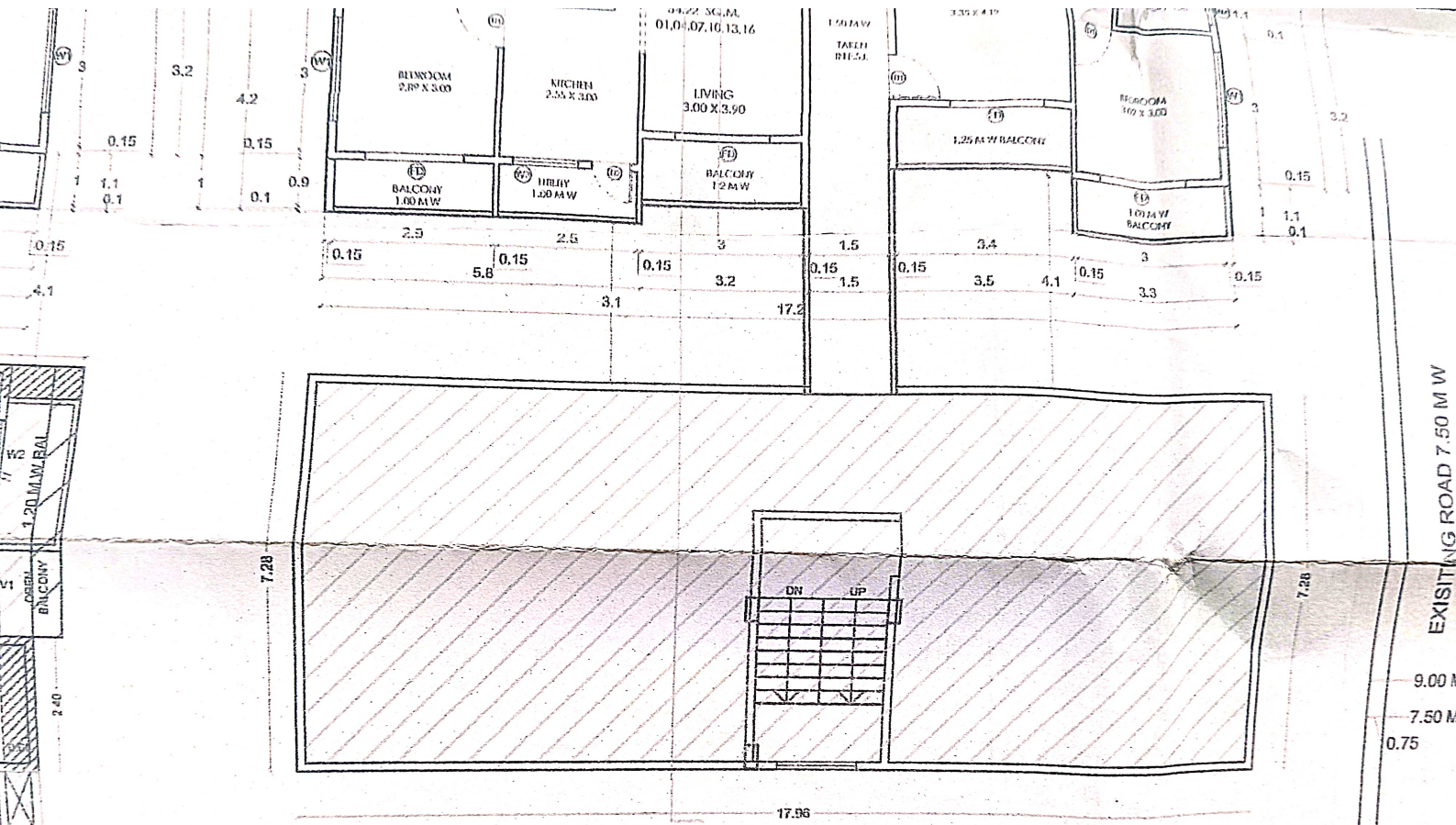
9.00 M WIDE ROAD



ARCHITECTURE
PROJECTION
1:20



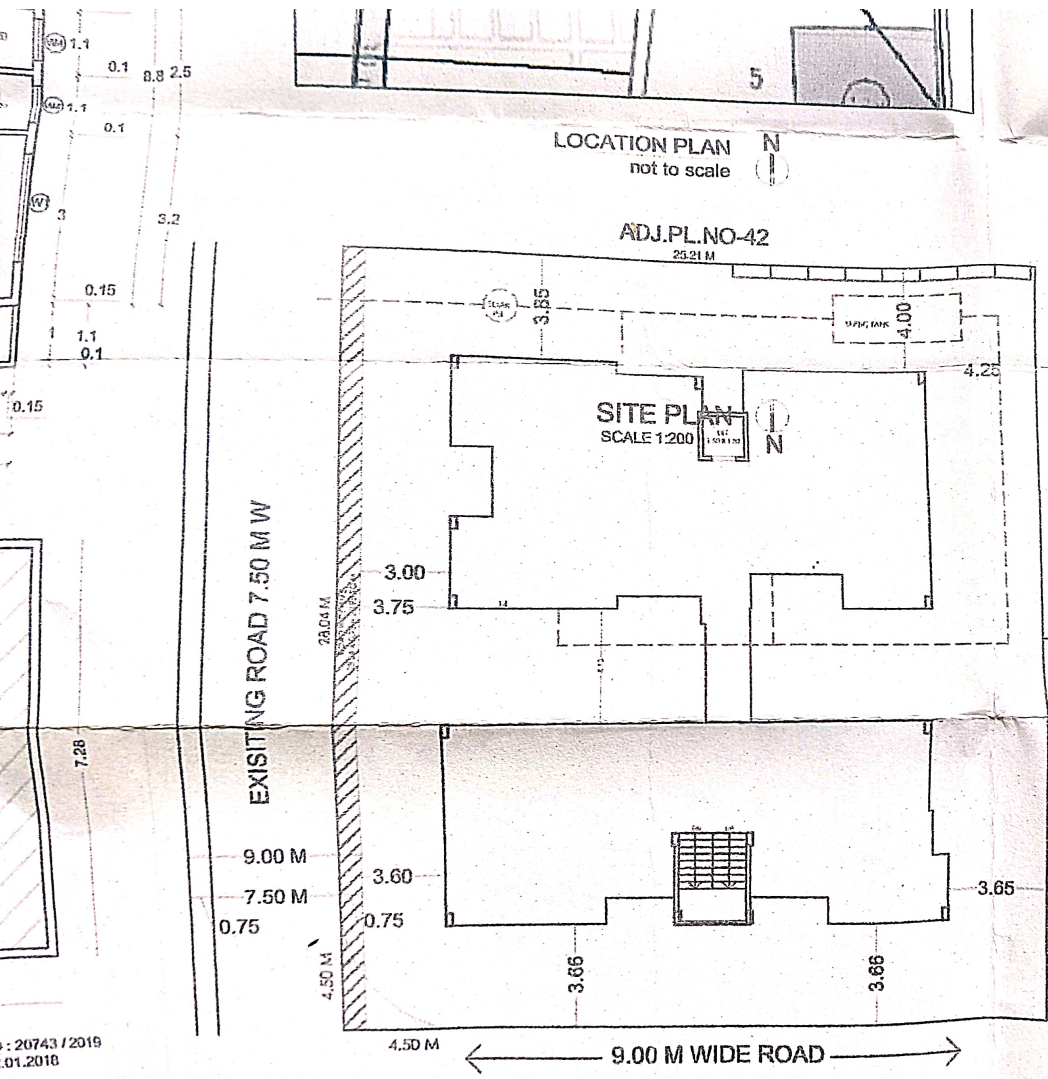
TYPICAL 1ST, 2ND, 3RD, 4TH, 5TH FLOOR PLAN
 SCALE 1: 100



6TH FLOOR PLAN
SCALE 1: 100



COMPLETION NO : 20743 / 2019
DATED : 12.01.2018



SITE PLAN

17. Area for Inclusive Housing, if any

a) Required (20% of Sr.No.5)

b) Proposed

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

AR. DHANANJAY SHINDE
 REG NO. : CA/190/13425

SIGNATURE
 (NAME OF ARCHITECT/LICENCED)

Owners Declaration:
 I/We undersign hereby confirm that I/We would abide by the plans approved and I/We would execute the structure as per approved plans. Also I/We would be under the supervision of proper technical person so as to ensure the quality and the safety of the structure.

OWNER (S) NAME AND ADDRESS
PROPOSED REVISED RESIDENTIAL BUILDING
PLOT NO. 40+41; S.NO 6/3/1+6/2A
PATHARDI SHIWAR, NASHIK
FOR: LAXMI CONSTRUCTION AND DEVELOPMENT
THR. S.B. LONDE & OTHER ONE

ARCHITECTS SIGN DHANANJAY SHINDE REG NO. CA/190/13425	STRUCTURAL DESIGNER'S SIGN <i>Kulkarni</i>
---	---

DHANANJAY M. SHINDE
 ARCHITECTS INTERIOR & LANDSCAPE DESIGNER
 GOWARDHAN SHIWAR, OPP. JIT COLLEGE,
 GANGAPUR ROAD,
 NASHIK - 422222
 PHONE NO: 2970058

JOB NO:	DRG NO:	SCALE 1:100
DATE : 06.10.2021	DRAWN BY : AR. CHAITALIB	CHECKED

1/2

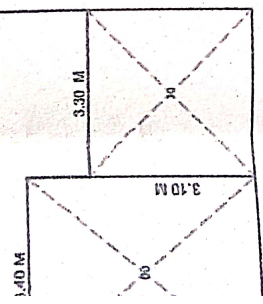
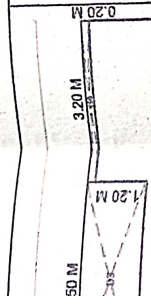
APPROVED

The Plans amended in
 As per the conditions mentioned in
 the accompanying commencement
 Certificate No. **CD/382**
 dated **24/12/2021**

[Signature]
Executive Engineer
TOWN PLANNING
 Nashik Municipal Corporation
 Nashik *[Signature]*

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

AREA STATEMENT	SQ.MT
1. Area of plot (Minimum area of a, b, c to be considered)	702.34 SQ.M.
a) As per ownership document (7/12, CTS extract)	702.34 SQ.M.
b) As per measurement sheet	702.34 SQ.M.
c) As per site	702.34 SQ.M.
2. Deductions for	-----
a) Proposed D.P./D.P. Road/ widening Area/ Service Road/ Highway widening	20.95 SQ.M.
b) Any D.P. Reservation area	-----
Total (a+b)	20.95 SQ.M.
3. Balance Area of Plot (1-2)	681.39 SQ.M.
4. Amenity Space (if applicable)	-----
a) Required	-----
b) Adjustment of 2(b), if any -	-----
c) Balance proposed-	-----
5. Net Plot Area (3-4 (c))	-----
6. Recreational Open Spaces (if applicable)	-----
a) Required -	-----
b) Proposed -	-----
7. Internal Road area	-----
8. Plottable area (if applicable)	-----
9. Built up area with reference to Basic F.S.I. as per front road width (St. No. 5-subbasic FSI 1.1)	749.52 SQ.M.
10. Addition of F.S.I. on payment of premium	340.69
a) maximum permissible premium FSI - based on road width / TOD Zone (2)	204.30



**3RD, 4TH, 5TH, 6TH)
 REDUCTION
 3 SQ.M**

AGREEMENT NO : 11483
13
Q.M
DR AGREEMENT NO : 6525
20
Q.M.
159.98 SQ.M
1 SQ.M
7 52 SQ.M.

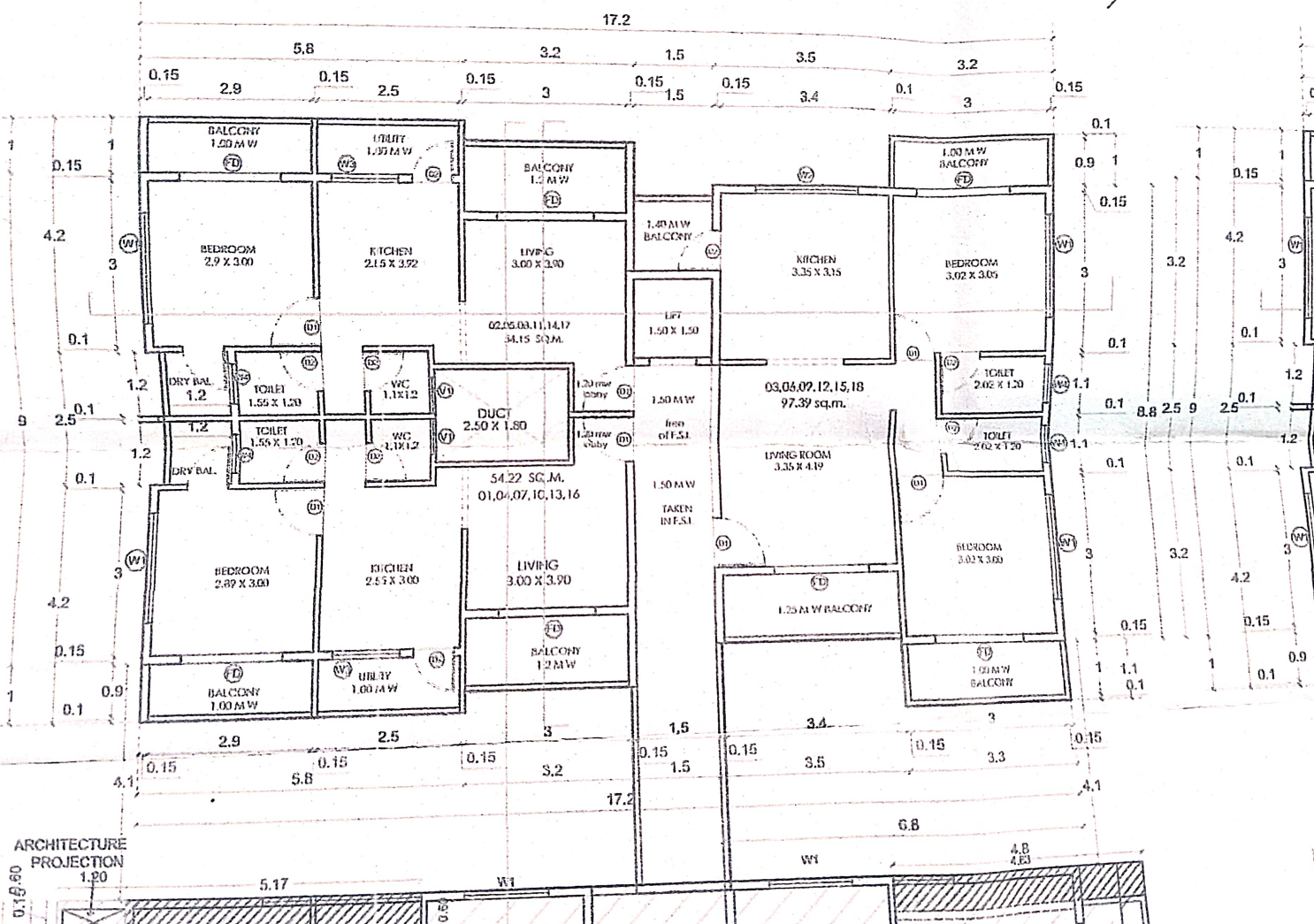
3.75

GROUND FLOOR PLAN

SCALE 1: 100

TERRA

← 9.00 M WIDE ROAD →



FOLLOWING ARE THE DETAILS OF THE RESIDENTIAL BUILDING PROPOSED AT 40+41; OF S.NO. 6/3/1+1+1 PATHARDI SHIWAR, AT

AREA STATEMENT

1. Area of plot (Minimum area of a, b, c to be considered)
 - a) As per ownership document (T112, GTS extract)
 - b) As per measurement sheet
 - c) As per site
2. Deductions for
 - a) Proposed D.P./D.P., Road widening, Sewal, etc.
 - b) Any D.P. Reservation area
3. Balance Area of Plot (1-2)
4. Amenity Space (if applicable)
 - a) Required
 - b) Adjustment of 2(b), if any -
 - c) Balance proposed-
5. Net Plot Area (3-4 (c))
6. Recreational Open Space (if applicable)
 - a) Required -
 - b) Proposed -
7. Internal Road area
8. Plottable area (if applicable)
9. Built up area with reference to Basic F.S.I. as per (Sr. No. Subsec FSI) (1.1)
10. Addition of F.S.I. on payment of premium
 - a) maximum permissible premium FSI - based on total plot area
 - b) Proposed FSI on payment of premium
11. In-Situ FSI / TDR loading
 - a) in-situ area against D.P., road [2.0 x Sr.No.2 (a) & (b)]
 - b) in-situ area against Amenity Space if handed over [2.00 or 1.85 x Sr. No. 4 (b) and for (c)]
 - c) TDR area
 - d) Total in-situ/ TDR loading proposed (11 (a + b + c) purchase - 129.00 sq.m = 298.00 SQ.M.
12. Additional FSI area under Chapter No. 7
13. Total entitlement of FSI in the proposal
 - a) (9 + 10(b) + 11(d)) or 12 whichever is applicable
 - b) Ancillary Area FSI upto 60% with payment of premium
 - c) Total entitlement (a+b)
14. Maximum utilization limit of F.S.I. (building footprint) with (as per Regulation No. 6.1 or 6.2 or 6.3 or 6.4 as applicable)
15. Total Built-Up Area in Proposal. (excluding area at)
 - a) Existing Built-up Area.
 - b) Proposed Built-up Area (as per FSI) -
 - c) Total (a + b)
16. F.S.I. Consumed (15/13) (should not be more than 100%)
17. Area for Inclusive Housing, if any
 - a) Required (20% of Sr.No.5)
 - b) Proposed

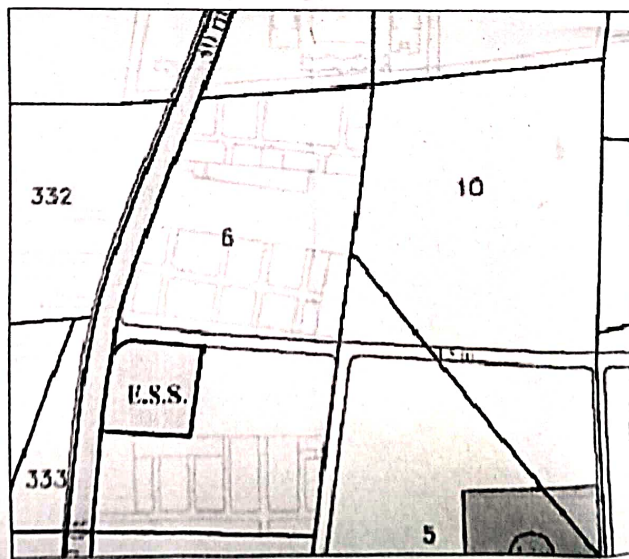
AREA OF BLOCK :
17.21 X 14.20 = 244.24 SQ.M.

BUILT-UP AREA (1ST, 2ND, 3RD, 4TH, 5TH, 6TH)
AREA OF BLOCK - TOTAL DEDUCTION
= 244.24 SQ.M - 70.23 SQ.M
= 174.01 SQ.M

- DEDUCTIONS:
1. 3.20 x 0.40 = 1.28
 2. 1.50 x 1.30 = 1.80
 3. 3.50 x 1.20 = 4.20
 4. 3.20 x 0.20 = 0.64
 5. 2.50 x 1.80 = 4.50
 6. 1.50 x 1.60 = 2.40
 7. 5.80 x 3.20 = 18.56
 8. 3.10 x 3.60 = 11.16
 9. 3.40 x 4.40 = 14.96
 10. 3.30 x 3.10 = 10.23
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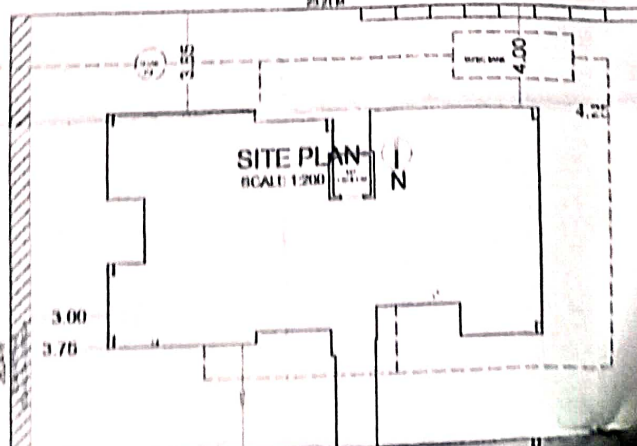
TOTAL DEDUCTIONS: 70.23 SQ.M.

PREMIUM F.S.I. STATEMENT	
PREVIOUS TDR PURCHASE AGREEMENT NO :	11483
DRC -546 DATE- 07/10/2013	
TDR PURCHASE =	140.00 SQ.M
PROPOSED PURCHASED TDR AGREEMENT NO :	6525
DRC - 909 DATE- 03/03/2020	
TDR PURCHASE :	129.00 SQ.M.
TOTAL TDR PURCHASE =	158.98 SQ.M
TOTAL PLOT AREA =	681.30 SQ.M
ALLOWABLE TDR 1.40 =	272.52 SQ.M.
PERMISSIBLE BUILT UP AREA PROPOSED =	1247.45 SQ.M.
TOTAL BUILTUP AREA PROPOSED =	671.80 SQ.M.



LOCATION PLAN
not to scale

ADJ.PL.NO-42



ADJ.PL.NO-38

Chartered Declaration
I/We undertake that
I/We would ensure
supervision of

Mrs. VIDYULLATA K. TATED

M.Com., LL.B.

Advocate

Office No. 907, Business Centre,
Above SBI Bank, Govind Nagar, Nashik-422 009

9039
2025

340/1831

पावती

Original/Duplicate

Thursday, February 22, 2024

नोंदणी क्र. :39म

5:06 PM

Regn.:39M

पावती क्र.: 2335

दिनांक: 22/02/2024

गावाचे नाव: पाथडी - 1

दस्तऐवजाचा अनुक्रमांक: नसन3-1831-2024

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: नितीन भगवान तुरकणे

नोंदणी फी

रु. 16500.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण:

रु. 17400.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

5:26 PM ह्या वेळेस मिळेल:

Joint Sub Registrar Nashik

बाजार मुल्य: रु.1624000/-

मोबदला रु.1650000/-

भरलेले मुद्रांक शुल्क : रु. 99000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224218319729 दिनांक: 22/02/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.16500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016026046202324E दिनांक: 22/02/2024

बँकेचे नाव व पत्ता:

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

SHH

मुळ दस्त परत केला
व सही घेतली.



22/02/2024

सूची क्र.2

दुय्यम निबंधक : सह.दु.नि. नाशिक 3

दस्त क्रमांक : 1831/2024

नोंदणी :

Regn:63m

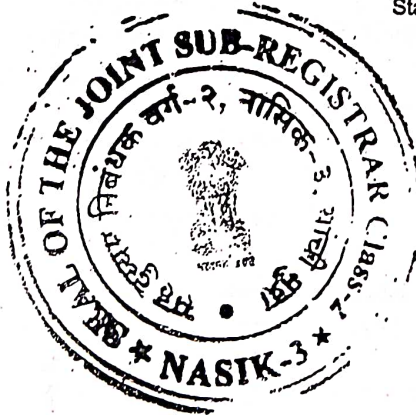
गावाचे नाव : पाथर्डी - 1

(1) विलेखाचा प्रकार	ऑन्रीमेंट टू सेल
(2) मोबदला	1650000
(3) बाजारभाव (भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1624000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे पाथर्डी या गावचे शिवारातील सर्व्हे नं 6/3/1/6/ 2 अ/40 या मंजूर लेआऊट मधील प्लॉट न 40/41 यांसी क्षेत्र 6.81.44 आर म्हणजेच 681.44 चौ.मी. यांसी सिटी सर्व्हे न 8185/18 यांसी सिटी सर्व्हे रेकॉर्ड प्रमाणे क्षेत्र 362.00 चौ.मी. व सिटी सर्व्हे न 8185/20 यांसी सिटी सर्व्हे रेकॉर्ड प्रमाणे क्षेत्र 362.00 चौ.मी. पैकी दक्षिणेकडील 7/12 उताऱ्याप्रमाणे क्षेत्र 340.72 चौ.मी. व सिटी सर्व्हे रेकॉर्ड प्रमाणे क्षेत्र 351.55 चौ.मी. या प्लॉट मिळकतीयरील लक्ष्मी अॅव्ह्यु वी विंग या इमारतीतील पाचव्या मजल्यावरील फ्लॅट न 13 यांसी कार्पेट क्षेत्र 31.27 चौ. मी. व बाल्कनीचे क्षेत्र 8.89 चौ.मी. ((Survey Number : 6/3/1/6/ 2 अ/40 ; Plot Number : 40/41 ;))
(5) क्षेत्रफळ	1) 31.27 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:- लक्ष्मी कन्स्ट्रक्शन अँड डेव्हलपर्स प्रोप्रा फर्म तर्फे प्रो. रूपा संदीप लोडे तर्फे वि. सु. विशाल तुळशीराम केडे वय:- 37; पत्ता:- प्लॉट नं: 27, माळा नं: -, इमारतीचे नाव: सिद्धिविनायक हौसिंग सोसायटी, ब्लॉक नं: बापू बंगल्या जवळ इंदिरा नगर नाशिक, रोड नं: -, महाराष्ट्र, नास:ईकॉ. पिन कोड:-422009 पॅन नं:-ACLPL3221B
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- नितीन मंगवान तुरकणे वय:- 30; पत्ता:- प्लॉट नं: रो हाऊस न 280, माळा नं: -, इमारतीचे नाव: उर्पेद नगर हौसिंग सोसायटी, ब्लॉक नं: 6 वि स्कीम सोसायटी समोर नाशिक, रोड नं: अंबड लिंक रोड, महाराष्ट्र, NASHIK, पिन कोड:-422010 पॅन नं:-BFVPT9723C
(9) दस्तऐवज करून दिल्याचा दिनांक	22/02/2024
(10) दस्त नोंदणी केल्याचा दिनांक	22/02/2024
(11) अनुक्रमांक, खंड व पृष्ठ	1831/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	99000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	16500
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(II) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (I), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



सूची क्र. II

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरस्तव बरहुकुम नवकल

सह. दुय्यम निबंधक-वर्ग-३

नाशिक-३.

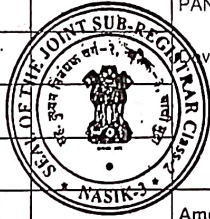


CHALLAN
MTR Form Number-6



GRN	MH016026046202324E	BARCODE			Date	22/02/2024-11:16:49	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)	BFVPT9723C					
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR			Full Name	Nilin Bhagwan Turkane					
Location	NASHIK									
Year	2023-2024 One Time			Flat/Block No.	Flat No.13, Laxmi Avenue B Wing					
Account Head Details		Amount In Rs.		Premises/Building						
0030046401	Stamp Duty	99000.00		Road/Street	S.No.6/3/1/6/2A/40 Plot No.40/41 Village Pathardi					
0030063301	Registration Fee	16500.00		Area/Locality	Tal. Dist. Nashik					
				Town/City/District						
				PIN	4	2	2	0	1	0
				Remarks (If Any)	PAN2=ACLPL3221B-SecondPartyName=Laxmi Construction and Developers Prop-CA=1650000-Marketval=1624000					
				Amount In	One Lakh Fifteen Thousand Five Hundred Rupees Only					
Total			1,15,500.00	Words						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	69103332024022212892	2854941664			
Cheque/DD No.				Bank Date	RBI Date	22/02/2024-11:23:10	Not Verified with RBI			
Name of Bank				Bank-Branch	IDBI BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

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Department ID :
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 दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.
Mobile No. : 8698936114

(Handwritten signature)

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Section no. 19.9

Rate As per Ready Reknor : 35,000/- Per Sq. mtrs. 5% increase rate 36,750/
Market Valuation Rs. : 16,24,000/-

Consideration Rs. : 16,50,000/-

Stamp Rs. : 99,000/-

Registration fees :- 16,500/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 22nd DAY
OF FEBRUARY IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY
FOUR.

BETWEEN

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

Age :- 50, Occ. :- Business

Pan :- ACLPL 3221 B

R/AT. - 27, Siddhivinayak Housing Society, Near Babu Bunglow, Indira
Nagar, Nashik -9

Hereinafter called as "PROMOTER," (which expression shall, unless it
be repugnant to the context or meaning thereof be deemed to mean and include
the said Promoter, Builder and the Developer and/or all person/s claiming under
or through the said PROMOTER, and their present and future partners, legal
heirs, representatives and assigns); PARTY OF THE FIRST PART.

AND

MR. NITIN BHAGWAN TURKANE

Age :- 30 Years, Occ. :- Business

Pan - BFVPT 9723 C

Mobile No: 8698936114

Email: nitinturakane1993@gmail.com

R/at- Row House No 280, Upendra Nagar Housing Society, Opp. 6 th
Scheme Society, Ambad Link Road, Nashik 422010

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

AND WHEREAS the Party of the first part, the owners are absolutely
entitled to and / or seized and possessed of free from all encumbrances

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whatsoever buildable landed properties S. No.6/3/1/6/ 2 A / 40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185 / 18 , admeasuring as per city survey records 362.00 sq. Mtrs .& having city survey no. 8185 / 20 , admeasuring as per city survey records 362.00 sq. Mtrs, out of which area towards south side admeasuring 340.72 sq.mtrs as per 7/12 extracts and area admeasuring 351.55 sq.meters as per City Servey record lying and being at Pathardi Shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik. Thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had purchased plot No. 40 out of survey no. 6/3/1 + 6/2/A, admeasuring 351.42 Sq. Mtrs. from Sau. Kavita Jaydip Patil by registered sale deed dated 15/03/2013. The said sale deed was registered in sub registrar office Nashik - 5 at Sr. No. 3139. The name of Laxmi Construction, Partnership firm through their partner Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had been mutated to record of rights vide M. E. No. 21882.

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

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

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

AND WHEREAS Laxmi Construction, Partnership firm through their

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partners Shri. Sandeep Bhaurao Londhe and Shri Amogh Gajanan Sawant had prepared building plan for the said plot no. 40 along with T.D.R which was approved by Nashik Municipal Corporation vide their commencement certificate no. LND / BP / A4 / 231 / 3120 / 13, Nashik , dated 22/10/2013 .

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

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

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

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

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

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

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

AND WHEREAS by virtue of the above said documents, the Party of the First Part, the Promoter, herein, is entitled to implement the Scheme of construction on the said Project Lands and to deal with it as per the terms and conditions of the said documents;

AND WHEREAS the said Promoter, pursuant to the right, title and interest conferred upon it by the afore said documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements/ Flats/Units, etc., to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Sale Deeds, etc., in favour of the intending Allottee/s;

AND WHEREAS the Promoter would be developing the aforesaid Project Lands, by constructing building which shall have common amenities for entire property. The Promoter would be constructing a building of a number of floors comprising of a number of Apartments/Units on the said Project Lands in the housing complex named as "LAXMI AVENUE B wing"; by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS");

AND WHEREAS the Promoter would be constructing a building in the said project named "LAXMI AVENUE B wing" is sanctioned by Nashik Municipal Corporation, which is under construction having **Ground + 6 floors**, which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "the Project Land") and to construct thereon building in accordance with the terms and conditions contained in permission of Nashik Municipal Corporation

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

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

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

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

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

AND WHEREAS the Allottee/s/ Purchaser/s demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s of all the documents of title of the said Project lands, the aforesaid Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, N.A. order, plans, designs and specifications, etc., prepared by the Promoter Architects and all such other requisite documents as are specified under the Real Estate (Regulation and Development), Act, 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project lands and no document is, remained to be provided with, by the Promoter unto the Allottee/s herein;

AND WHEREAS the copies of certificate of title shall be issued by MRS. VIDYULLATA K. TATED, ADVOCATE of the Promoter, copies of the property card of extract of Village Forms-VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said Project lands on which Apartments// Units, etc., are constructed or are to be constructed and the copies of the plans and specifications of the Apartments// Units, agreed to be purchased by the Allottee/s Unit Purchaser/s and approved by the concerned local authority / authorities, are annexed hereto as Annexures -A and B respectively;

AND WHEREAS the Allottee is offered an Apartment bearing number **Flat No. 13 on the fifth floor**, (herein after referred to as the said "Apartment) of the building called ' LAXMI AVENUE B WING ' (herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed as a architect namely **Shri. Dhannanjay M. Shinde** & a Structural Engineer Namely **Yogin Kulkarni**, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings;

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AND WHEREAS by virtue of the Development agreement & Power of attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects namely Shri. Dhannanjay M. Shinde and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS as mentioned above the Promoter is proposing development of a project "LAXMI AVENUE B WING" comprising of a building.

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment **Flat No. 13 on Fifth floor** building being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment in square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. 1,65,000/- (Rupees In Word One lakh Sixty Five Thousand Only) being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s, (as advance payment or Application Fee) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 , with the Real Estate Regulatory Authority ; at no. P51600045219; authenticated copy is attached in Annexure 'F';

AND WHEREAS under section 13 of the said Act ,the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct a building consisting of Ground + 6 upper floors on the Project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee

- (i) Apartment Flat No. 13
- (ii) On Fifth floor
- (iii) Carpet area admeasuring 31.27 sq. metres
- (iv) Balcony area admeasuring 8.89 sq.mtrs.

(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D and E for a lump sum consideration of Rs. 16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand Only) including the proportionate price of the common areas and facilities appurtenant to the

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premises, the nature, extent and description of the common areas and facilities which are more particularly described in the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs. 1,65,000/- (Rupees In Word One lakh Sixty Five Thousand Only) paid by NEFT by ref. no. BARBR24047155266 dated 16/02/2024 as advance payment/part payment of consideration and hereby agrees to pay Rs. 14,85,000/- (Rupees In Word Fourteen Lakh Eighty Five Thousand Only) to the Promoter within 30 days after execution and registration of this agreement. The above said payment Plan is an essence of the contract. The Allottee shall make the payment of installment with GST as applicable.

1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 11 %.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment

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Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

1 (i) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimbursed) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of Goods and service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he/she/they pay/s such amount of service tax.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1243.77 square meters, + Ancillary area 373.00 square meter & total FSI available for construction of B wing is 1615.42 sq. mtrs.

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

(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) In the said Project, services such as underground water tank, Septik Tank and MSEDCL Transformer, are common of the said building.

(c) A Apartment Condominium shall be formed.

(d) the conveyance of the said Project Land together with the building constructed thereon, shall be executed by the Promoter and the Owners only in favour of Apartment Holders;

(e) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee 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 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 committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned

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local authority and other outgoings) and on the allottee committing any default of payment of instalments, the Promoter at its /his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD/by hand at the address provided by the allottee/ by mail at the e-mail address provided by the Allottee, of his/her/their 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, 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 after deduction of 10% of the sale consideration of the Apartment as liquidated damages, excluding the amount of GST paid to the Government, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid, the Allottee shall not be entitled to claim/ demand any interest and/or compensation from the Promoter. The Promoter is not at all liable to refund any amount paid to the Government for and on behalf of the Allottee under what so ever head.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment are as set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on **31/12/2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its/ his control and of its/his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him / it, in respect of the said Apartment, 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.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the 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.

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the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),

- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation or part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment is ready for use.

7.4 (a) The construction of building in the present Project, is in the form of a combination of conventional R.C.C. type construction with good quality brick work. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement,

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entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/It shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments shall join in forming and registering the Association of Apartments to be known by named "LAXMI AVENUE B WING CONDOMINIUM" or some 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 registration of the named "LAXMI AVENUE B WING" and for becoming a member, shall duly fill in, sign and return the requisite papers to the Promoter within seven days from the date of receipt of such papers so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in such papers, as may be required by the concerned Competent Authority.

9.1 (a) As mentioned herein above, an Association of Apartments shall be formed and registered for two building of the said Project land. The Promoter shall submit the application to the Registrar for registration of the said

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Association of Apartments within three months on receipt of the Occupancy Certificate from the concerned Competent Authority.

(b) The Promoter shall execute Deeds of Apartments in respect of the entire undivided or inseparable land underneath all building wings along with structures of basements and Podiums constructed in the said Project Land comprised in "LAXMI AVENUE B WING" in favour of respective Apartment Holders; on or before subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any .

Provided further that, in such case, the Promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(c) Under no circumstances, the Allottees or the organization of the Allottees, shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s/ organization of Allottees.

(d) All expenses relating to such Deed of Apartments such as stamp duty, registration fees, LBT, and other incidentals shall be borne and paid exclusively by the Allottee.

9.3 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs 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. Until the Condominium or Limited Company etc, is formed and the said structure of the building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

9.4 Common Maintenance for the building where the said Apartment is located is Rs. /- for each unit payable by the Allottee to the Promoter before possession.

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till 2 (Two) year from registration of Apartment Condominium. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Apartment Condominium of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

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(b) The maintenance amount / outgoing charges mentioned above, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, Battery Back up , water pumps, Tank cleanings, intercom
- iii) Running cost of all the equipments and instruments above (except the cost of electricity battery back up supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Aloottees in the concerned building)
- iv) Common electricity bills for common area of buildings and common areas .
- v) Security charges
- vi) Gardening charges
- vii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- viii) Non agricultural taxes and any other similar taxes
- ix) Pest control expenses
- x) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xi) Elevator repairs & maintenance contracts along with lift inspection charges.

It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and the Allottee either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

- i) managing committee administration,
- ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
- iii) Sinking fund etc.
- iv) Property taxes of individual building/ Apartments and common amenities etc.
- v) Any other taxes, levies, cess etc. of the property,
- vi) Any other statutory charges,
- viii) Repairs of the building for leakages, seepage to the property or any part thereof.
- ix) Wear and tear charges.

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x) Expenses of water as may be required to be purchased from private sources and all other related expenses.

(c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the said project. The Promoter shall cause maintenance of the said project till handing over responsibility of the same to the Apartment Condominium.

(d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

(e) It is also clearly understood that this shall not preclude the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(f) The Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Condominium of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Apartment Condominium as the case may be.

(h) The entire operations and maintenance of the building and or the common amenities is being carried out either by the Promoter or the Apartment Condominium, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee, shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

(i) All documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Allottee/ Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

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(j) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws and the Rules and Regulations.

(k) The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the building on the said Project land/ project "LAXMI AVENUE B WING " from the Nashik Municipal Corporation. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

10. The Allottee shall at the time of execution of this agreement keep deposited with the Promoter, the following amounts :-

(i) Rs. /- for formation and registration of the Apartment Condominium,

It is agreed by the Allottee that if the above amount would become insufficient, then the Allottee agrees to pay further and additional amount, if any to the Promoter.

11. The Allottee shall pay to the Promoter a sum of Rs. /- 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 Apartment Condominium, and for preparing its rules and regulations .

12. At the time of registration of Deed of Apartments, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report 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 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 title report; There are no litigations pending before any Court of law with respect to the project land.

iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and

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subsisting and have been obtained by following due process of law. 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 created herein, may prejudicially be affected;

v. 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 project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

vii. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

viii. 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;

ix. 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 project land.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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, lift, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the

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Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee 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 Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and by-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee 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 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Apartments Association or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. 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 project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within 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 building in which the Apartment is situated.
- viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment

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until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and the prior written permission of the Promoter is obtained.

x. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 shall also observe and perform all the stipulations and conditions laid down by the Apartment Condominium regarding the occupancy and use of the 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 conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Holders, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association towards the out goings, 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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Holders , as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

(a) 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 who has agreed to purchase such Apartment.

(b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

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and conditions of this agreement by this Allottee /Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person/third party unless the entire payment under this agreement till then is received by the Promoter and the terms and conditions of this document are performed. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

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

28. PLACE OF EXECUTION

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

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

30. NOTICES

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

NAME OF ALLOTTEE - MR.NITIN BHAGWAN TURKANE

ALLOTTEE ADDRESS - R/at- Row House No 280, Upendra Nagar Housing Society, Opp. 6th Scheme Society, Ambad Link Road, Nashik 422010

Notified Email ID: nitinturakane1993@gmail.com

NAME OF PROMOTER - LAXMI CONSTRUCTION AND DEVELOPERS, PROP. FIRM, THROUGH PROP. SAU. ROOPA SANDEEP LONDHE
Its office at - R/AT. - 27, Siddhivinayak Housing

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Society, Near Babu Bungalow, Indira Nagar, Nashik

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quest_machine@hotmail.com

Notified Email ID:

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.

31. JOINT ALLOTTEES

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

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

RUPEES.	PARTICULARS.
16,50,000/-	AGREED CONSIDERATION,
16,24,000/-	GOVERNMENT CURRENT RECKONER VALUE EXCLUSIVELY FOR STAMP PURPOSES,
99,000/-	STAMP DUTY PAID,
16,500/-	REGISTRATION CHARGES

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

33. CONSENT:-

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

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

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

35. GOVERNING LAW

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

SCHEDULE- A

(THE SAID PROPERTY REFERRED TO ABOVE)

a) All that piece and parcel of land bearing S. No.6/3/1/6/ 2 A / 40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185 / 18 , admeasuring as per City survey records 362.00 sq. Mtrs .& having city survey no. 8185 / 20 , admeasuring as per city survey records 362.00 sq. Mtrs lying and being at Pathardi Shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, which property is bounded as shown below:-

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

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

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

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SCHEDULE- A

(THE SAID PROPERTY REFERRED TO ABOVE)

a) All that piece and parcel of land bearing S. No.6/3/1/6/ 2 A / 40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185 / 18 , admeasuring as per City survey records 362.00 sq. Mtrs .& having city survey no. 8185 / 20 , admeasuring as per city survey records 362.00 sq. Mtrs lying and being at Pathardi Shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, which property is bounded as shown below:-

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

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

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

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SCHEDULE 'C'

FLOOR PLAN OF THE APARTMENT
ANNEXURE - A

V.K.TATED, ADVOCATE,
206, Damodar chambers, Kanherewadi,
opp. Shivaji Garden, Nashik
CERTIFICATE,

I have investigated the title of property described in SCHEDULE-I, given above. I also caused the search to have been taken in respect of the said Property. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Promoter, granted by Nashik Municipal Corporation, Nashik - 422002

On perusal of relevant documents and information, I am of the opinion that the buildable landed properties, separated area, (two pieces) (adjoining to each other) All that piece and parcel of the land bearing land S. No.6/3/1/6/2A/40, out which Plot No. 40/41, admeasuring 6.81.44 R i.e. 681.44 Sq. mtrs., having city survey no. 8185/18, admeasuring as per city survey records 362.00 sq. Mtrs. & having city survey no. 8185/20, admeasuring as per city survey records 362.00 sq. Mtrs lying and being at Pathardi Shiwar, out of which road widening area admeasuring 20.90 sq.meters had been given to Nashik Municipal Corporation, out of above described property, area towards south admeasuring 340.72 sq.mtrs as per 7/12 extracts and area admeasuring 351.55 sq.meters as per City Survey record in the Registration sub-District of Nashik in the Registration sub-District of Nashik owned by Laxmi Construction and Developers Proprietary Firm through its Proprietor Mrs. Roopa Sandip Londhe have right to sold the constructed area. The property mentioned in First Schedule is free and marketable.

The Promoter therefore, is authorized, empowered, entitled to develop the said Property by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "ownership scheme", and to sell and/or otherwise dispose the same to any intending purchaser/s, Subject to conditions mentioned in Development agreement. & Supplementary agreement.

(V.K. TATED),
ADVOCATE,

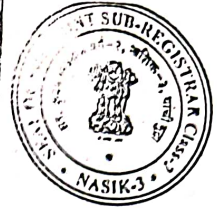
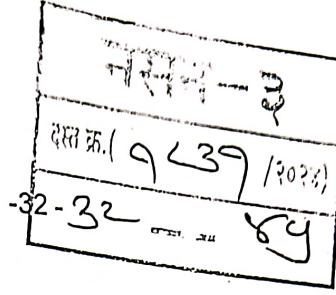
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ANNEXURE -B

(Authenticated copies of extracts Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project-1 land).

ANNEXURE -C-1

(Authenticated copies of commencement certificate / building permission)
ANNEXURE - C-2



(Authenticated copies of the building plans as approved by the concerned Local)

ANNEXURE - C-3

(Authenticated copies of the Layout as approved by the concerned Local)

ANNEXURE - D

(Authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - E

The fixtures and fittings with regard to the flooring and sanitary fittings to be provided

by the Promoter in the said building and the Apartment

SPECIFICATIONS

ANNEXURE - F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

I say received. The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my irrevocable consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the

layout of the said Project Land as shown in proposed Layout Plan Annexed hereto at Annexure-_____ and/or building and/or structures on the said Project land.

I, Allottee herein, further accord my "no objection" for the Nashik Municipal Corporation I to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected

(Allotment/s)

REQUIRED TO BE DISCUSSED. PLEASE GO THROUGH IT MINUTELY.

APARTMENT NO. 13, FIFTH FLOOR, LAXMI AVENUE B WING ,

AGREEMENT FOR SALE

// BETWEEN //

नसिम-३
दस्तावेज (१८३१ / १९२४)
३३ - ०५



- घोषणापत्र -

मी विशाल तुळशिराम केंडे याद्वारे घोषित करतो की, दुय्यम निबंधक नाशिक यांचे कार्यालयात अॅग्रीमेंट टु सेल या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. लक्ष्मी कन्स्ट्रक्शन अॅण्ड डेव्हलपर्स प्रोप्रा फर्म तर्फे प्रोप्रायटर सौ. रुपा संदीप लोंडे यांनी दिनांक 23/08/2023 रोजी, अनुक्रमांक 9679 नुसार दुय्यम निबंधक नाशिक -7 यांचे कार्यालयात नोंदवून आम्हांला दिलेल्या कुलमुखत्यार 9679 नुसार दुय्यम निबंधक नाशिक -7 यांचे कार्यालयात नोंदवून आम्हांला दिलेल्या कुलमुखत्यार पत्रांच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे. / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणात्याही कारणामुळे कुलमुखत्यार पत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहु. याची आम्हांला जाणीव आहे.

दिनांक :- 22/ 2 / 2024

कुलमुखत्यार पत्र धारकाचे नांव व सही

विशाल तुळशिराम केंडे

- घोषणापत्र / शपथपत्र -

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म. रा. पुणे यांचे दिनांक 30 / 11 / 2013 रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आले आहेत.

सदर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हिसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (G.P. -holder) लिहून देणार हे ह्यात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात 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, व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम 1961 चे नियम 44 व वेळोवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजांची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पुर्णपणे जाणीव आहे.

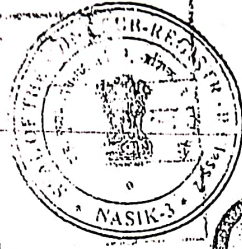
स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुशंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम 1908 चे कलम 82 नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत, याची आम्हांला पुर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 मधील नमुद असलेल्या 7 वर्षांच्या शिक्षेस पत्र राहणार आहोत याची मला / आम्हांला, पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

लिहून घेणार

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

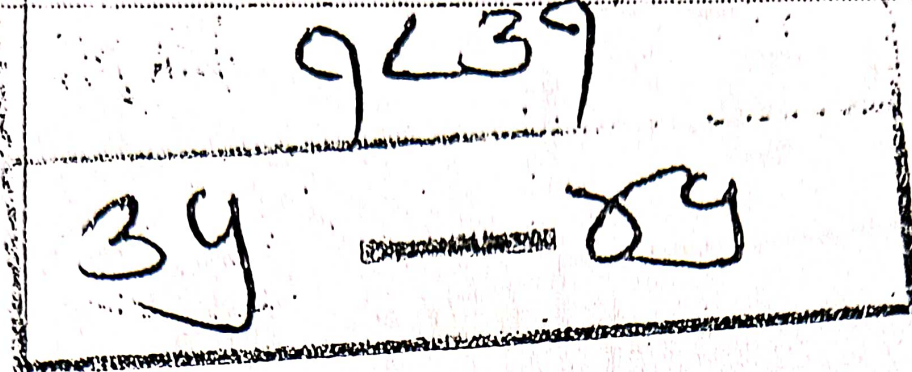
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51600045219

Project: LAXMI AVENUE WING - B , Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO 40 to 41 S NO 6/3/1 to 6/2/A at MAUJE PATHARDI SHIWAR at Nashik (M Corp.), Nashik, Nashik, 422009;

1. Laxmi Construction And Developers having its registered office / principal place of business at *Tehsil: Nashik, District: Nashik, Pin: 422009.*
2. This registration is granted subject to the following conditions, namely:-
 - ◊ 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 10/05/2022 and ending with 31/12/2025 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. Vasant Premnand Prabhu
(Secretary, MahaRERA)
Date: 10-05-2022



Maharashtra Re

REGISTRAR

This registration is granted under section 5 of
P51600045219

*Project: LAXMI AVENUE WING - B , Plot Bea
6/2/A at MAUJE PATHARDI SHIWAR at Nashik*

1. **Laxmi Construction And Developers** have
District: Nashik, Pin: 422009.
2. This registration is granted subject to the following:
 - ◆ The promoter shall enter into an agreement
 - ◆ The promoter shall execute and register the project
allottees, as the case may be, of the project
(Regulation and Development) (Register of Interest and Disclosures on Website)

नाशिक - ३
दस्ता क्र. (३३९ / २०१४)
३०/१२/२१



NASHIK MUNICIPAL CORPORATION

NO: LND/BP/CD/382

DATE :- 21/12/2021

**SANCTION OF BUILDING PERMISSION
AND
COMMENCEMENT CERTIFICATE**

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

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

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

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

Sanction of building permission & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out development work and building permission under section 253 of The Maharashtra Municipal Corporation Act, No. 19 of 1949) to erect building for Residential Purpose as per plan duly approved in, subject to the following conditions.

CONDITIONS (1 to 46)

- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 263 of the Maharashtra Municipal Corporation Act is duly granted.
- 3) The commencement certificate/ Building permission shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period. Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act, 1966 & under Maharashtra Municipal Corporation Act, 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The commencement of the construction work should be intimated to this office **WITHIN SEVEN DAYS**
- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966].
- 7) The balconies, ottas & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
- 8) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity. In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit. The size of soak pit should be properly worked out on the basis of number of tenements, a pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.

नाशिक - ३
दस्तावेज क्र. (३३९/२०२१)
३६ - ४९



NASHIK MUNICIPAL CORPORATION

NO: LND/BP/CD/382

DATE: 21/12/2021

**SANCTION OF BUILDING PERMISSION
AND
COMMENCEMENT CERTIFICATE**

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

C/o. Ar. - Mr. Dhananjay Shinde & Stru. Engg. Yogin Kulkarni Of Nashik.
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- Ref: 1) Your Application & for Building permission/ Revised Building permission
Dated:- 30/03/2021 Inward No. B2/BP/539/2021.
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Dt. 19/11/2020.
3) Final Layout No. 91, Dt. 13/09/2004.

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CONDITIONS (1 to 46)

- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 263 of the Maharashtra Municipal Corporation Act is duly granted.
- 3) The commencement certificate / Building permission shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period. Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action shall be taken as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS
- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work. [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966.]
- 7) The balconies, ottas & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
- 8) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity. In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit. The size of soak pit should be properly worked out on the basis of number of tenements, a pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone masonry and earth should be provided to the soak pit.

नसम-३

दस्त क्र. (१२३९ / २०२४)

२६



- 11) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.
- 12) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
- 13) Stacking of building material debris on public road is strictly prohibited. If building material of debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
- 14) All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and The Maharashtra Municipal Corporation Act.
- 15) Applicant should make necessary arrangement of water for construction purpose as per undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site.
- 16) There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
- 17) Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate.
- 18) Wherever necessary Adequate space from the plot w/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
- 19) Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.
- 20) While carrying out construction work proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government G.P.O.
- 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/pr.kra.217/2017/UD-9 dated 28/2015 for all building following condition shall apply.
- A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
- a) Name and Address of the owner/developer, Architect/Engineer and Contractor.
- b) Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.
- c) Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.
- d) F.S.I. permitted.
- e) Number of Residential/Commercial flats with their areas.
- f) Address where copies of detailed approved plans shall be available for inspection.
- B) A notice in the form of an advertisement, giving all the details mentioned in 22A above, shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.
- 22) This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No. vide letter No. Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.
- 23) Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
- 24) Wherever necessary Fanning shall be made and maintained as per the provisions of UDCPR on site.
- 25) Provision of rain water harvesting shall be made at site as per Clause no 13.3 of UDCPR.
- 26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006, In case of buildings identified in Regulation no.6.2.6.1., the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.
- 27) The Building Permission is granted on the Strength of LABOUR Code on occupational Safety, Health and working Conditions, 2018 Therefore all the Conditions mentioned therein are applicable to this Commencement and shall be followed strictly. Nashik shall be not be responsible for breach of any Conditions

340/1831
मुद्रांक: 22 फेब्रुवारी 2024 5:06 म.नं.

दस्त गोषवारा भाग-1

नसत3

दस्त क्रमांक: 1831/2024

दस्त क्रमांक: नसत3 /1831/2024

बाजार मूल्य: रु. 16,24,000/-

मोबदला: रु. 16,50,000/-

भरलेले मुद्रांक शुल्क: रु.99,000/-

दु. नि. सह. दु. नि. नसत3 यांचे कार्यालयात

अ. क्र. 1831 वर दि.22-02-2024

रोजी 5:05 म.नं. वा. हजर केला.

पावती:2335

पावती दिनांक: 22/02/2024

सादरकरणाराचे नाव: नितीन भगवान तुरकणे

नोंदणी फी

रु. 16500.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकुण: 17400.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: अॅग्रीमेंट टू सेल

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 (मालमतेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दरांप्रमाणे प्रभाव क्षेत्रात.

शिक्का क्र. 1 22 / 02 / 2024 05 : 05 : 45 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 22 / 02 / 2024 05 : 06 : 26 PM ची वेळ: (फी)



22/02/2024 5 08:39 PM







दस्त गोपनारा भाग-2

नमन3

दस्त क्रमांक: 1031/2024

दस्त क्रमांक :नमन3/1831/2024

दस्ताचा प्रकार :-अॅप्रीमेंट दू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:नितीन भगवान तुरकणे पत्ता:प्लॉट नं: गे हाऊस न 280, माळा नं: -, इमारतीचे नाव: उपेंद्र नगर हौसिंग सोसायटी, ब्लॉक नं: 6 वि स्कीम सोसायटी समोर नाशिक, रोड नं: अंबड लिंक रोड, महाराष्ट्र, NASHIK. पॅन नंबर:BFVPT9723C	लिहून घेणार वय :-30 स्वाक्षरी:- 		
2	नाव:लक्ष्मी कन्स्ट्रक्शन अँड डेव्हलपर्स प्रोप्रा फर्म तर्फे प्रो प्रा. रूपा संदीप चोडे तर्फे वि मु विशाल तुळशीराम केंडे पत्ता:प्लॉट नं: 27, माळा नं: -, इमारतीचे नाव: सिद्धिविनायक हौसिंग सोसायटी, ब्लॉक नं: बापू बंगल्या जवळ इंदिरा नगर नाशिक, रोड नं: -, महाराष्ट्र, णास:ईक्र. पॅन नंबर:ACLPL3221B	लिहून देणार वय :-37 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथित अॅप्रीमेंट दू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:22 / 02 / 2024 05 : 07 : 32 PM

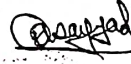
ओळख:-

मदर इमम दुय्यम निबंधक यांच्या ओळखीचे अनुन दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:वकील रोजीना सैय्यद ---
वय:39
पत्ता:907, बिअनेस सेन्टर, गोविंद नगर, नाशिक
पिन कोड:422009

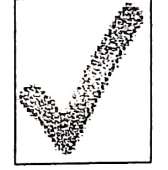
स्वाक्षरी



छायाचित्र



ठसा प्रमाणित



शिक्षका क्र.4 ची वेळ:22 / 02 / 2024 05 : 08 : 22 PM

Joint Sub Registrar, Nashik

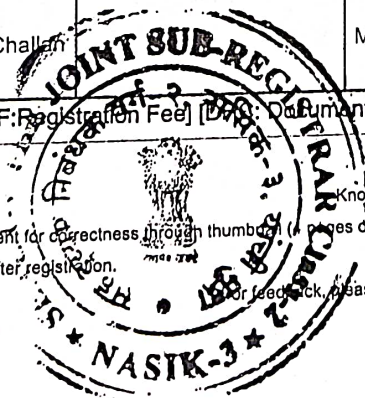
Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Nitin Bhagwan Turkane	eChallan	69103332024022212892	MH016026046202324E	99000.00	SD	0008490115202324	22/02/2024
2		DHC		0224218319729				22/02/2024
3	Nitin Bhagwan Turkane	eChallan		MH016026046202324E	16500			22/02/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges] पुस्तक क्रमांक १, क्रमांक

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.Isarita@gmail.com



९८३९ वर नोंदला.
दि २२ माहे पुष्यवर्ष सन २०२४

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

1831 /2024