

340/2331
Tuesday, March 05, 2024
2:14 PM

पावती

T.P
Original/Duplicate
नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 2938 दिनांक: 05/03/2024

गावाचे नाव: म्हसळ
दस्तऐवजाचा अनुक्रमांक: नसन3-2331-2024
दस्तऐवजाचा प्रकार: विक्री करारनामा
मादर करणाऱ्याचे नाव: गजानन नामदेव सूर्यवंशी

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 880.00
पृष्ठांची संख्या: 44	
एकूण:	रु. 30880.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:34 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik
सह. दुर्यम निबंधक वर्ग-२
नाशिक-३.

बाजार मूल्य: रु. 3289000/-
मोबदला रु. 4400000/-
भरलेले मुद्रांक शुल्क : रु. 264000/-

- 1) देयकाचा प्रकार: DHC रकम: रु. 880/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324042416490 दिनांक: 05/03/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016690604202324E दिनांक: 05/03/2024
बँकेचे नाव व पत्ता:

मुळ दस्त परत केला
व सही घेतली.



05/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्त क्रमांक : 2331/2024

नोंदणी :

Regn.63m

गावाचे नाव : म्हसळ

(1)विलेखाचा प्रकार	विक्री करारनामा
(2)मोबदला	4400000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3289000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: मौजे म्हसळ,सर्व्हे नं. 197/1 ते 10 पै/198/199/1/200 पै 201 च्या मंजूर ले-आउटमधील विनशेती प्लॉट नं. 161 ते 166 व/ 179 ते 184 यांसी एकुण व एकत्रित क्षेत्र 2312.00 चौ. मी. त्यामधुन रस्ता रंदीकरणाचे 102.00 चौ.मी. चे क्षेत्र वजा करून येणारे उर्वरित क्षेत्र 2210.00 चौ. मी. या वरील अक्षर विश्व या नावाने ओळखल्या जाणाऱ्या इमारतीमधील ए विंगमधील पाचव्या मजल्यावरील सदनिका क्र. ए- 502 यांसी रेरा कार्पेट क्षेत्र 79.87 चौ. मी. + युसेबल बाल्कनीचे क्षेत्र 11.97 चौ. मी. चे मिळकत.((Survey Number : 197/1 ते 10 पै/198/199/1/200 पै 201 ; Plot Number : 161 ते 166 व/ 179 ते 184 ;))
(5) क्षेत्रफळ	1) 79.87 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. अक्षर बिल्डकॉन तर्फे भागीदार कांतीलाल जयंतीभाई पोकार यांच्या तर्फे विशेष मुखत्यार म्हणून पंजज प्रवीणभाई पोकार वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: बंसरी, ब्लॉक नं: ओम नगर, रोड नं: पंचवटी, नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422003 पॅन नं:-ABUFA5830F
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-गजानन नामदेव सूर्यवंशी वय:-47; पत्ता:-प्लॉट नं: 03, माळा नं:-, इमारतीचे नाव: गोकुळधाम अपार्टमेंट, ब्लॉक नं: उमा दर्शन सोसायटी जवळ, कला नगर, रोड नं: दिंडोरी रोड, म्हसळ, नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422004 पॅन नं:-AXCPS3998J 2): नाव:-नयना गजानन सूर्यवंशी वय:-41; पत्ता:-प्लॉट नं: 03, माळा नं:-, इमारतीचे नाव: गोकुळधाम अपार्टमेंट, ब्लॉक नं: उमा दर्शन सोसायटी जवळ, कला नगर, रोड नं: दिंडोरी रोड, म्हसळ, नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422004 पॅन नं:-DERPS6875H
(9) दस्तऐवज करून दिल्याचा दिनांक	05/03/2024
(10)दस्त नोंदणी केल्याचा दिनांक	05/03/2024
(11)अनुक्रमांक,खंड व पृष्ठ	2331/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	264000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
14)शेरा	

ल्यांकनासाठी विचारात घेतलेला तपशील:-

द्रांक शुल्क आकारताना निवडलेला नुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सूची क्र.11

नोंदणी नंतरची प्रथम प्रति

संमणकीय अभिलेखातील प्रति
अरसल बरहुकुम नवकल


मह. दुय्यम निबंधक वर्ग-२

नाशिक-३.



CHALLAN
MTR Form Number-6

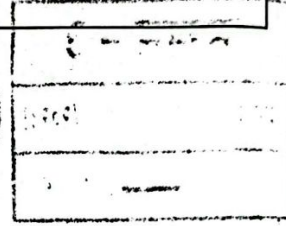


SRN	MH016690604202324E	BARCODE	Date		04/03/2024-15:46:25	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)				
			PAN No.(If Applicable)				
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR		Full Name	Akshar Buildcon			
Location	NASHIK						
Year	2023-2024 One Time		Flat/Block No.	S. No. 197/1 to 10P/198/199/1/200 P 201 Plot Nos.			
Account Head Details		Amount In Rs.	Premises/Building	161 to 166 and/179 to 184 at Mhasrul			
30046401	Stamp Duty	264000.00	Road/Street	Flat in Akshar Vishwa			
30063301	Registration Fee	30000.00	Area/Locality	Nashik			
			Town/City/District				
			PIN	4	2	2	0 0 4
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>नसिन-३</p> <p>दस्ता क्र. 2339/2024</p> <p>१-४२</p> </div>				Remarks (If Any) SecondPartyName=Gajanan Namdeo Suryawashi			
			Amount In	Two Lakh Ninety Four Thousand Rupees Only			
		2,94,000.00	Words				
Bank Details			FOR USE IN RECEIVING BANK				
UNION BANK OF INDIA			Bank CIN	Ref. No.	02901792024030469918	612634632	
Cheque-DD Details			Bank Date	RBI Date	04/03/2024-15:47:30	Not Verified with RBI	
Cheque/DD No.			Bank-Branch		UNION BANK OF INDIA		
Name of Bank			Scroll No. , Date		Not Verified with Scroll		
Name of Branch							

Document ID : Mobile No. : 0000000000
 This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 हाचल केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0324042416490	Date 04/03/2024
Received from Self, Mobile number 0000000000, an amount of Rs.880/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name BARB	Date 04/03/2024
Bank CIN 10004152024030415274	REF No. 1392211234
This is computer generated receipt, hence no signature is required.	

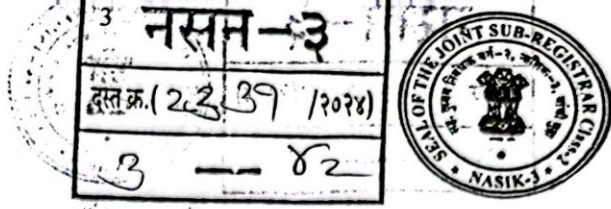
नसिन-३
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2 - 82



Zone No.	: 16.5
Govt Rate of Flat on the Fifth Floor with Lift Facility per sq.mtr (31000+5%)	: Rs. 32,550/-
Rera Carpet Area of Flat	: 79.87 Sq.Mtrs.
Usable Area of Balconies	: 11.97 Sq.Mtrs.
Government Value	: Rs. 32,89,000/-
Consideration Value	: Rs. 44,00,000/-
Stamp Duty	: Rs. 2,64,000/-
Registration Fee	: Rs. 30,000/-

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and executed at Nashik on this **05th** day of the month **March** in the Christian Year **TWO THOUSAND AND TWENTY FOUR, A. D.**



B E T W E E N

M/S. AKSHAR BUILDCON PARTNERSHIP FIRM,
(PAN No. ABUFA 5830 F)
THROUGH ITS PARTNER,
MR. KANTILAL JAYANTIBHAI POKAR,
(Mob No. 9657862379) (Email ID- kantilalpokar72@gmail.com)
(Aadhar No. 7723 1413 8564)
Age: 51 Years, Occupation: Agriculturist & Business,
Add: Bansari, Om Nagar, Panchavati, Nashik - 422003.

Hereinafter referred to as the "**VENDOR/S**" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, administrators, representatives and assignees] of the **ONE PART,**

A N D

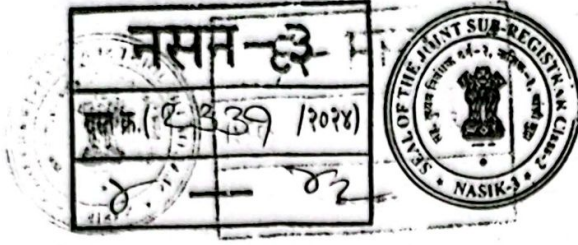
1) MR. GAJANAN NAMDEO SURYAWANSHI,
Age: 47 Years, Occupation: Service,
(PAN No. AXCPS 3998 J) (Aadhar No. 2473 9976 8138)
(Mob No. 8600568515) (Email ID- jana.129@rediffmail.com)

2) MRS. NAYANA GAJANAN SURYAWANSHI,
Age: 41 Years, Occupation: Housewife,
(PAN No. DERPS 6875 H) (Aadhar No. 7876 2311 2634)
(Mob No. 8600568515) (Email ID- jana.129@rediffmail.com)
Both R/o: Flat No. 03, Gokuldharm Apartment, Near Uma Darshan Society, Kala Nagar, Dindori Road, Mhasrul, Nashik- 422004.

Hereinafter referred to as "**PURCHASER/S**" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his/her/their legal heirs, executors, administrators, representatives and assigns] of the **SECOND PART,**

WHEREAS The Vendor/s is absolute and exclusive owner & sufficiently entitled to all that piece and parcel of the land situated at Nashik more particularly described in the schedule written hereunder referred to as the said property.

The Vendor herein has purchased the said land of **Plot Nos. 161 to 166 &/179 to 184 totally admeasuring area 2312.00 sq. mtrs. - Road widening area 102.00 sq. mtrs. i.e. 2210.00 sq. mtrs. bearing Survey No. 197/1 to 10 P/198/199/1/200 P 201,** lying, being and situated at Village: **Mhasrul,** Taluka & District ; Nashik, (hereinafter referred to as the "**said property**") and more particularly described in Schedule-I written hereunder from erstwhile owners of Plot Nos. 161 to 163 & 182 to 184 Kantilal Jayantibhai Pokar HUF through its Karta Mr. Kantilal Jayantibhai Pokar and other 03 and of Plot Nos. 164 to 166 & 179 to 181 Mrs. Kokila Kantilal Pokar & other 03 vide a registered sale deeds duly registered at Sr. No. 5480 & 5479 respectively on 19/07/2021 at sub-registrar office, Nashik-06. The name of the Vendor herein is recorded in revenue records vide M. E. No. 24177 & 24190. Since then the said Vendor is in



possession of the said properties with absolute rights, authorities and powers to deal with and dispose of the same to any individual, firm and/or institution of their own choice.

AND WHEREAS the Competent Authority, Nashik Municipal Corporation, Nashik vide his Order No. **Nagarrachana Vibhag/Final/Panchvati/47/3406 dtd. 15/10/2005** has approved the final lay-out plan of the said land property.

AND WHEREAS the Competent Authority, Collector of Nashik, vide his Order No. **Mah/Kaksha-3/Bi.she.pra.kra.4/302/2004 dtd. 12/05/2005** has granted permission for the Non-Agricultural use of the said land property for Residential/Commercial purpose. Therefore, the said property is fit for causing construction of Commercial + Residential building thereupon.

AND WHEREAS Considering the need of the said Project, the Vendor has purchased an additional TDR admeasuring **1062.40 sq. mtrs.** from Nafisa Mobin Shaikh by absolute Sale Deed which has been registered before the Sub-Registrar, Nashik-7 vide Sr. No. 7965 on 20/09/2021. Considering the said TDR the Vendor has prepared a building plan of the construction caused on the said property and submitted it to the Nashik Municipal Corporation, Nashik and the same is duly approved and sanctioned vide its Order No. **LND/BP/C2/570/2021 dtd. 01/11/2021**. This Agreement between the parties hereto is of **AKSHAR VISHWA** which consists of Residential and Commercial units. Accordingly, work of proposed construction of **AKSHAR VISHWA** is commenced on the said property as per the said approved plan which is constructing upon **Ground, First to Seventh Floor** having independent approach to each Unit as per the said approved and sanctioned building plan and also having all the required facilities and civic amenities.

AND WHEREAS the Purchaser is offered an Apartment bearing **Flat No. A-502** on the **Fifth Floor** in **Building A Wing** (herein after referred to as the said "Apartment") in the Building called **AKSHAR VISHWA** being constructed by the Vendor.

AND WHEREAS the Vendor 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 Vendor has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai no. **P51600047136**; authenticated copy is attached in Annexure;

AND WHEREAS the Vendor has appointed a Structural Engineer for the preparation of the structural design drawings of the buildings and the Vendor accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.

AND WHEREAS on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Mr. Yogesh T. Gaikwad and of such other documents as are specified

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under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartments agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority has been annexed.

AND WHEREAS the Vendor has got the some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the Purchaser has applied to the Vendor for allotment of an Apartment/Flat No. **A-502** on **Fifth Floor** in the **Building A Wing** being constructed in the said project,

AND WHEREAS the rera carpet area of the said Apartment/Flat is **79.87 sq. mtrs., + usable area of Balconies adm. 11.97 sq. mtrs.** (carpet area as per RERA which 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment.)



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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of **Rs. 4,40,000/- (Rupees Four Lakh Forty Thousand) only by cheque No. 137204 drawn on Union Bank of India dtd. 05/03/2024**, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment.

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

1. The Vendor shall construct the said buildings consisting of ground and seven 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 Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

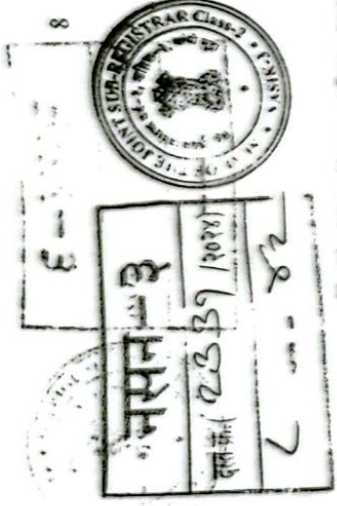
- 1(a) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment/Flat No. A-502 of rera carpet area admeasuring 79.87 sq. mtrs. + usable area of Balconies adm. 11.97 sq. mtrs. on Fifth Floor in the Building A Wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 44,00,000/-(Rupees Forty Four Lakh Only)**.
- 1(b) The Purchaser has paid on or before execution of this agreement a sum of **Rs. 4,40,000/-(Rupees Four Lakh Forty Thousand only)** as advance payment or application fee and hereby agrees to pay to that Vendor the balance amount of **Rs. 39,60,000/-(Rupees Thirty Nine Lakh Sixty Thousand Only)** in the following manner:-
 - i. Amount of **Rs. 13,20,000/-(Rs. Thirteen Lakh Twenty Thousand Only)** (not exceeding 30% of the total

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- consideration) to be paid to the Vendor after the execution of Agreement.
- ii. Amount of Rs. 19,80,000/- (Rs. Nineteen Lakh Eighty Thousand Only) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs. 30,80,000/- (Rs. Thirty Lakh Eighty Thousand Only) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs. 33,00,000/- (Rs. Thirty Three Lakh Only) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
 - v. Amount of Rs. 35,20,000/- (Rs. Thirty Five Lakh Twenty Thousand Only) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs. 37,40,000/- (Rs. Thirty Seven Lakh Forty Thousand Only) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs. 41,80,000/- (Rs. Forty One Lakh Eighty Thousand Only) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - viii. Amount of Rs. 2,20,000/- (Rs. Two Lakh Twenty Thousand Only) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.
- 1(c) The total price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods & 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 Vendor) up to the date of handing over the possession of the [Apartment].

The Purchaser herein is well aware that and it is expressly agreed by and between the parties hereto that, the Purchasers agree/s to bear and pay the Goods and Services Tax (GST) as applicable on the present transaction of transfer and sale of the said apartment by the Vendor to the Purchaser.



If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Vendor then reimbursed) by the Purchasers. The Purchasers hereby indemnifies the Vendor from all such levies, cost and consequences. Provided that the Vendor shall provide to the Purchasers the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1(d) 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor 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 Purchaser, which shall only be applicable on subsequent payments. The vendor may charge the Purchasers separately for any upgradation/ changes specifically approved by the Vendor in fittings, fixtures and specifications and any other facility which have not been agreed upon herein.

1(e) The Vendor shall confirm the final carpet area, balcony area and terrace area that has been allotted to the Purchasers 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, balcony/sitout area and terrace area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

1(f) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and

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the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

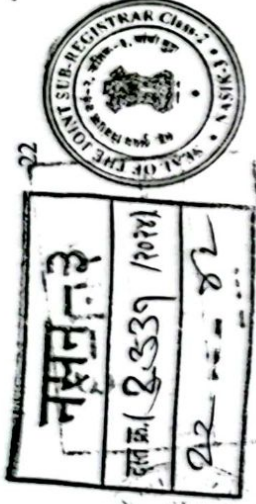
2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, State and/or Central Government including environment department at the time of sanctioning the said plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter.

Howsoever, for the purpose of defect liability on towards the vendor, the date shall be calculated from the date of completion certificate for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchasers expressly absolves the vendor from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the vendor.

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handling over the [Apartments/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1(b) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 2210.00 square meters only and Vendor has planned to utilize Floor Space Index of 7136.78 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Vendor has disclosed the Floor Space Index of 7132.39 sq. mtrs. as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handling over the [Apartment/Plot] to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser agrees to pay to the Vendor, interest as specified in the



27. PLACE OF EXECUTION

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

28. The Purchaser and/or Vendor shall present this Agreement at proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

29. That all notices to be served on the Purchasers and the Promoters contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchasers or the Promoters to inform each other of any change in address/Email ID subsequent to the execution of this Agreement in the above address by Registered Post falling which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Purchasers, as the case may be.

30. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

31. 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 REKA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, thereunder.

32. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the vendor.

33. GOVERNING LAW

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

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE-I OF THE SAID PROPERTY HERE-IN-ABOVE REFERRED TO

All that piece and parcel Nos. 165 to 168 &/ 179 sq. mtrs. - Road widening situated at Village: Mhasang Nashik Municipal Corporation District of Nashik, and collect

On or towards
 East : Colony
 West : Colony
 South : Colony
 North : Adjacent

All the said property rights of access and easements

SCHEDULE-II OF THE SAID

ALL THAT part and **79.87 sq. mtrs. rera car sq. mtrs. on Fifth Floor VISHWA**, duly constructed Schedule-I written herein a

on or towards
 East : Main
 West : Lob
 South : Mgr
 North : Flt

All the said Flat hereunder in the Scheme facilities appurtenant t

SCHEDULE-III OF A

Structure :-

RCC frame structure
 External wall 6" thick

Finish / Plastering :-

Sand face external
 External Paint will t

Flooring :-

Vitrified ceramic 2

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All that piece and parcel of the Non-Agricultural land property of Plot Nos. 161 to 166 &/ 179 to 184 totally admeasuring area 2312.00 sq. mtrs. - Road widening area 102.00 sq. mtrs. i.e. 2210.00 sq. mtrs. bearing Survey No. 197/1 to 10 P/198/199/1/200 P 201, lying, being and situated at Village: Mhasrul, Taluka & District : Nashik, within the limits of Nashik Municipal Corporation and within the Registration and Sub-Registration District of Nashik, and collectively bounded as under:-

<u>On or towards</u>	
East :	Colony Road
West :	Colony Road
South :	Colony Road
North :	Adjacent Plot No. 167 and 178

All the said property together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDULE-II OF THE SAID FLAT PREMISES HERE-IN-ABOVE REFERRED TO

ALL THAT part and parcel of the constructed Flat No. A-502 adm. 79.87 sq. mtrs. rera carpet area + usable area of Balconies adm. 11.97 sq. mtrs. on Fifth Floor in the Building A Wing from and out of AKSHAR VISHWA, duly constructed on the land property, more particularly described in Schedule-I written herein above, and bounded as under :-

<u>on or towards</u>	
East :	Marginal Space and Road
West :	Lobby, Duct and Flat no. A-503
South :	Marginal Space and Road
North :	Flat no. A-501

All the said Flat premises together with the amenities listed and written hereunder in the Schedule-III, together with all rights of easement and common facilities appurtenant thereto.

SCHEDULE-III OF AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES Structure :-

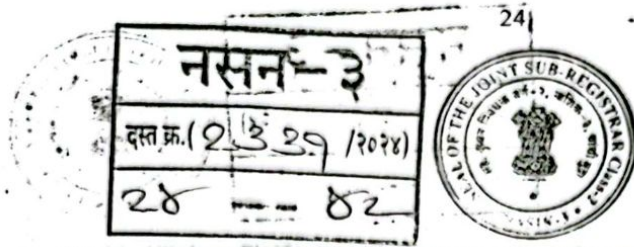
RCC frame structure
External wall 6" thick and internal 4" thick Fly ash/ brunt brick masonry bricks.

Finish / Plastering :-

Sand face external plaster and Gypsum finish internal plaster
External Paint will be in Acrylic & Internal Paint will be in Distemper.

Flooring :-

Vitrified ceramic 2' x 2' with skirting in living, kitchen, all bedroom & passage.



Marble Kitchen Platform with Stainless Steel Single Bowl Sink
Glazed Tile Dado above kitchen platform and Bathroom upto Lintel Level

Doors & Windows:-

Main Door frame : decorative with ply & laminated sheet
Rest Door frame : Pre-cast RCC frame
Main Door shutter : decorative flush door with quality fixture
Rest Door shutter : Solid care flush door with quality fixture
Bath & WC Doors : PVC doors
Windows Frame & Shutter: Marble window sill with three track powder coated
alluminium sliding window with mosquito net.

Electification :-

Concealed conduit wiring with copper conductor and socket outlets in 3.5 numbers as
per standard norms, power point for geysers in toilets & kitchens of modular boards.

Toilets :-

Shower provision for hot & cold water with Mixer Cock
WC Indian Type for Common & Western Type for Attached Toilet.

COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.
2. For the maintenance of the overhead tanks and electric pump. Common electric expenses for the passage light in the landing, staircase marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A taxes,
4. For the payment of the watchman, and the sweeper and also for the regular maintenance of the cleanliness of the building.
5. Proportionate share for the payment of the salaries of the appointed servants and staff.
6. Salary to the person appointed for the recovery of the maintenance charges.
7. For the maintenance and repairs of CCTV Camera System.
8. Costs of maintenance of lifts, its machinery.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building/s and the entire project.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first hereinabove written.

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गाव नमुना सात (अधिकार अगिलेख पत्रक)

[महाराष्ट्र जमीन महसूल अधिकार अगिलेख आणि नोंदबहा (तयार करणे व सुरक्षित ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- म्हसराज (१४४०४७)

तालुका :- नाशिक

जिल्हा :- नाशिक

FU-ID : 35790583309

भुमापन क्रमांक व उपविभाग

१९७/१ ते १० ६/१९८/१९६/४/२०० पै २०१/प्लॉट नंबर/१६१ ते १६६ व/१७१ ते १८४

35790583309

भुधारणा पद्धती भोगवटादार वर्ग -१

शेताचे स्थानीक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक आर.ची.मी	११०	नाशिक महानगरपालिका नाशिक	१.०२.००	०.१०		(२४८०६)	कुळाचे नाव व खंड
अक्षयिक क्षेत्र	८४०४	मे.अक्षर बिल्डकॉन भागिदारी संस्था तर्फे	२२.१०.००	८७७.००		(२४८०६)	इतर अधिकार
बेन शेती	२३.१२.००	भागिदार चंदुलाल जयंतीभाई पोकार					इतर बिनशेती (२४८०६)
बेन शेती	८७७.००						रस्ता रुंदीकरणकडे जाणारे क्षेत्र १०० २४८०६)
आकारणी							इतर वाणिज्य क्षेत्र २०२.७८ चौ.मी. (२५३१६)
							प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : २५३१६ व दि. ३०/०३/२०२२
							सीमा आणि भुमापन चिन्हे :

फेरफार क्र. : (१३१२२) (१३१५३) (१३१८८) (१३१९१) (१३१९२) (१५८४७) (१५८६७) (१५८६८) (१६०५७) (१९८८८) (१९८८९) (२०६८०) (२०६८२) (२०६९१)
६९७) (२१५६२) (२१५६३) (२१६५८) (२४१७७) (२४१९०) (२४४३०)



हा गाव नमुना क्रमांक ४ दिनांक ३०/०३/२०२२ ०३:१५:३९ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अगिलेखावर वर कोणत्याही बाबी शिक्क्याची आवश्यकता नाही.
७/१२ डाउनलोड दि. : २१/०२/२०२४ : १०:४८:३४ PM. वैधता पडताळणीसाठी <https://digitalsatara.mahabhumi.gov.in/dsr/> या संकेत स्थळावर जाऊन 2011100001446392 हा क्रमांक वापरता.

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NASHIK MUNICIPAL CORPORATION

NO.LND/BP/ C2/570/2021

DATE :- 01/11/2021

**SANCTION OF BUILDING PERMISSION
AND
COMMENCEMENT CERTIFICATE**

TO, **M/s. Akshar Buildcon Partnership Firm through partner Shri C.J.Pokar & Others.**
C/o. Ar.Yogesh Gaikwad & Stru. Engg. Sunil Patel of Nashik.

Sub -: Sanction of Building Permit & Commencement Certificate in Plot No. 161 to 166 & 179 to 184 of S.No. 197/1 to 10 (P)/198/199/1/200(P)/201 of Mhasrul Shiwar, Nashik.

Ref -: 1) Your Application for Building permission Dated: 04/05/2021 Inward No. C2/BP/288.
2) Final Layout Approval No.LND/W5/47 Dt:15/10/2005.
3) Aml./Sub/NMC/ADTP/76/2021 Dt.- 22/10/2021.

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

CONDITIONS (1 to 11)

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 completion certificate under sec. 263 of the Maharashtra Municipal Corporation Act is duly granted.
3. The commencement certificate/Building permit shall remain valid for a period of one year commencing from date of its issue & hereafter 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 defaulters 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 date of 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 balcony 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 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 center of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
10. Proper arrangement for disposal imperial water: all be made as per site requirements without disturbance natural gradient of the land facing to this conditions if any incident happens, the whole responsibly will be on the applicant/developers.
11. The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.

TO BE FILLED IN CAPITAL LETTERS

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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 P51600047136
Project: AKSHAR VISHWA , Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO.161 TO 166 AND 179 TO 182
S.NO.197/1 TO 10(P)/198/199/1/200(P)/201 at Nashik (M Corp.), Nashik, Nashik, 422004;

1. Akshar Buildcon having its registered office / principal place of business at Tehsil: Nashik, District: Nashik, 422003.

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 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, Agents 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 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 10/10/2022 and ending with 31/03/2032 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

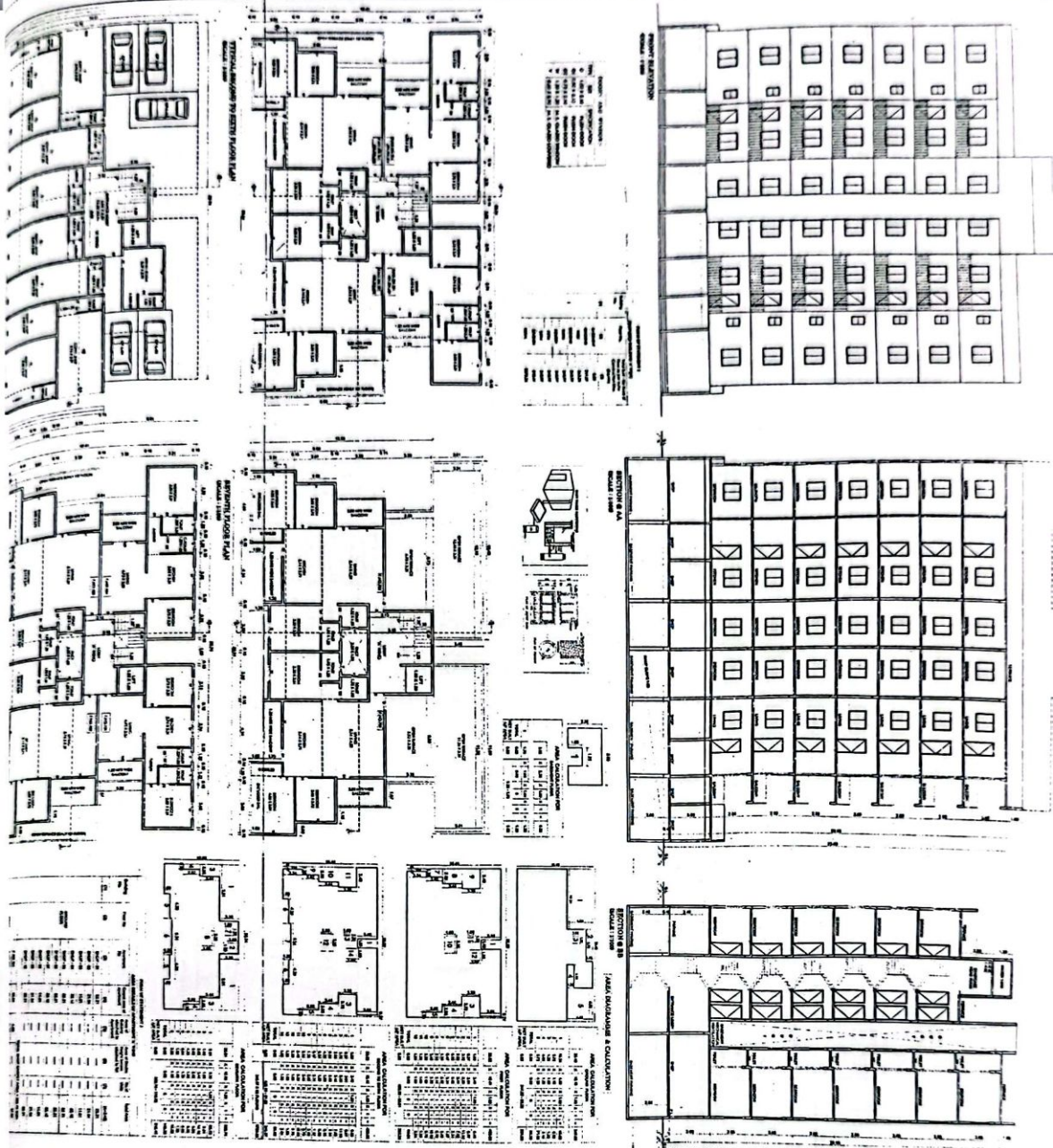
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:10-10-2022 12:12:36

Dated: 10/10/2022
Place: Mumbai

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

नसन-३
दस्तावेज क्र. (2339 / 2024)
३९ - ४२



APPROVED
The drawings have been approved for registration and the same are hereby registered in the office of the Joint Sub-Registrar, Nasik, Maharashtra.
Date: 23/09/2024
Joint Sub-Registrar, Nasik, Maharashtra

APPROVED
The drawings have been approved for registration and the same are hereby registered in the office of the Joint Sub-Registrar, Nasik, Maharashtra.
Date: 23/09/2024
Joint Sub-Registrar, Nasik, Maharashtra