

538/723

Thursday, March 03, 2016

12:01 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 813

दिनांक: 03/03/2016

गावाचे नाव: अंबड (खुर्द)

दस्तऐवजाचा अनुक्रमांक: नसन6-723-2016

दस्तऐवजाचा प्रकार: अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: सौ. सारिका पंकज कुलकर्णी

नोंदणी फी

रु. 17480.00

दस्त हाताळणी फी

रु. 940.00

पृष्ठांची संख्या: 47

एकूण:

रु. 18420.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:20 PM ह्या वेळेस मिळेल.

Joint R. Nashik-6

बाजार मूल्य: रु. 1747000/-

भरलेले मुद्रांक शुल्क : रु. 104900/-

मोबदला:

साहकुसुम निबंधक वर्ग-३  
नाशिक-६.

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 17480/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: IKA5126412 दिनांक: 02/03/2016

बँकेचे नाव व पत्ता: STATE BANK OF PATIALA

2) देयकाचा प्रकार: By Cash रक्कम: रु 940/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping  
tack of adjusted fees

Ush Ush Ush



03/03/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक  
6

दस्त क्रमांक : 723/2016

नोंदणी :

Regn.63m

गावाचे नाव : 1) अंबड (खुर्द)

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	1665950
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1747000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक मं.न.पा. इतर वर्णन : , इतर माहिती: मोंजे अंबड खुर्द,तालुका जिल्हा नाशिक येथील गट नं.273/(1+2)/3,यांसी क्षेत्र 8000.00 चौ.मी. या मिळकतीवरील "द कम्फर्ट झोन" नावाच्या प्रोजेक्ट मधील "जी" विंग मधील पहिल्या मजल्यावरील फ्लॅट नं.जी-104,यांसी विल्टअप क्षेत्र 66.42 चौ.मी.(715.00 चौ.फु.)( ( GAT NUMBER : 273/(1+2)/3 ; ) )
(5) क्षेत्रफळ	1) 66.42 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:-संकलेचा कन्स्ट्रक्शन तर्फे भागिदार 1. श्री. पुनीत अजित संकलेचा 2. श्री. तुषार विजय संकलेचा यांचेतर्फे विशेष मुखत्यार श्री. धनंजय नरसप्पा तेलंगी वय:-36; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 11, सिटी प्लाझा, कालिका मंदिरासमोर, नाशिक, महाराष्ट्र, णास्:ईक. पिन कोड:-422002 पॅन नं:-AAFFS1432H 2): नाव:-संमती देणार - 1. मे. अशोका शिल्प आकृती प्रा. लि. 2. मे. अशोका सिटी टाँवर कन्स्ट्रक्शन प्रा. लि. 3. मे. अशोका हौसिंग कन्स्ट्रक्शन प्रा. लि. 4. अशोका बिल्डर अँड डेव्हलपर 5. श्वेता अशोक कटारिया अ.नं.1 ते 4 तर्फे अधिकृत प्रतिनिधी आणि नं.5 तर्फे जनरल मुखत्यार श्री. अशोक मोतीलाल कटारिया या सर्वातर्फे विशेष मुखत्यार श्री. संतोष मुरलीधर सोनार वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. आडगांव, ता.जि. नाशिक , महाराष्ट्र, णास्:ईक. पिन कोड:-422003 पॅन नं:-AAEFA0311J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सौ. सारिका पंकज कुलकर्णी वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: जी-102, द कम्फर्ट झोन, अंबड, नाशिक , महाराष्ट्र, णास्:ईक. पिन कोड:-422010 पॅन नं:-ATIPK2954J 2): नाव:-श्री. पंकज आर. कुलकर्णी वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: जी-102, द कम्फर्ट झोन, अंबड, नाशिक , महाराष्ट्र, णास्:ईक. पिन कोड:-422010 पॅन नं:-AMEPK9174F
(9) दस्तऐवज करून दिल्याचा दिनांक	03/03/2016
(10) दस्त नोंदणी केल्याचा दिनांक	03/03/2016
(11) अनुक्रमांक, खंड व पृष्ठ	723/2016
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	104900
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	17480
(14) शेरा	



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CHALLAN  
MTR Form Number-6

SRN	MH007749543201516E	BARCODE			Date	02/03/2016-11:16:40	Form ID	25 2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty			TAX ID (If Any)						
	Registration Fee			PAN No. (If Applicable)	ATIPK2954J					
Office Name	NSK6_NASHIK 6 JOINT SUB REGISTRAR			Full Name	Sarika Pankaj Kulkarni and Pankaj R Kulkarni					
Location	NASHIK			Flat/Block No.	Flat No.104 Wing-G The Comfort Zone					
Year	2015-2016 One Time			Premises/Building	e					
Account Head Details		Amount In Rs.		Road/Street	Village Ambad					
1030046401	Stamp Duty		104900.00	Area/Locality	Tal. Dist. Nashik					
1030063301	Registration Fee		17480.00	Town/City/District						
				PIN	4	2	2	0	1	0
				Remarks (If Any)	PAN2=AAFFS1432H-SecondPartyName=San klecha Constructions~CA=1748000~Mar ketval=1665950					
				Amount In	One Lakh Twenty Two Thousand Three Hundred Eighty					
Total				122380.00	Words	Rupees Only				
Payment Details				STATE BANK OF PATIALA						
				FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	REF No.	01306422016030273868	IKA5126412			
Cheque/DD No				Date	02/03/2016-11:16:41					
Name of Bank				Bank-Branch	STATE BANK OF PATIALA					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Mobile No. : Not Available

SRK



CHALLAN  
MTR Form Number-6

GRN MH00774954120151666 BARCODE  
**DEFACED FOR RS:122380.00**

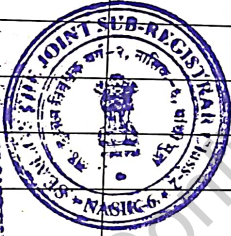
Department: USER  
Inspector: AMOUNT: 122380.00  
Deface Number: 000453355201516  
Date: 03/03/2016  
REGS. DOC NO. NSK62962

Type of Payment: 1 Stamp Duty 104900.00  
2 Registration Fee 17480.00  
(Amt. in words) One Lakh Twenty Two Thousand Three Hundred Eighty Rupees Only

Office Name: NSKG\_NASHIK 6 JOINT SUB REGISTRAR  
Location: NASHIK  
Year: 2015-2016 One Time

Account Head Details		Amount In Rs.	Payer Details	
0030046401	Stamp Duty	104900.00	TAX ID (If Any)	
0030063301	Registration Fee	17480.00	PAN No. (If Applicable)	ATIPK2954J
			Full Name	Sarika Pankaj Kulkarni and Pankaj R Kulkarni
			Flat/Block No.	Flat No.104 Wing-G The Con
			Premises/Building	e
			Road/Street	Village Ambad
			Area/Locality	Tal. Dist. Nashik
			Town/City/District	
			PIN	4 2 2 0 1 0

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Remarks (If Any)  
PAN2=AAFFS1432H-SecondPartyName=S  
klecha Constructions~CA=1748000~Mar  
ketval=1665950

Total Amount In Words: One Lakh Twenty Two Thousand Three Hundred Eighty Rupees Only  
Total Amount In Rs.: 122380.00

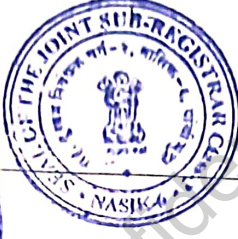
Payment Details: STATE BANK OF PATIALA

Cheque-DD Details		FOR USE IN RECEIVING BANK	
Cheque/DD No		Bank CIN	REF No. 01306422016030273868 IKAS126412
Name of Bank		Date	02/03/2016-11:17:06
Name of Branch		Bank-Branch	STATE BANK OF PATIALA
		Scroll No. , Date	63 , 03/03/2016

Mobile No. : Not Available

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**प्रतिज्ञा**

सदर दस्तऐवज वॉलगाणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदवलेल्या दाखला केलेला आहे. दस्तावेजतील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जाडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्तावेजी सत्यता, वैधता कायदेशीर बाबीसोबती दस्त निष्पादक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

  
लिहून दंगार

  
लिहून घेणार

Ready Recknor Chart No. :- 4.3  
Consideration Rs. :-16,65,950/-  
Market Value Rs. :-17,48,000/-  
Stamp Rs. :-1,04,900/-

**AGREEMENT FOR SALE**

THIS AGREEMENT OF SALE is made & executed at Nashik on this  
03 day of ~~Feb.~~ March 2016.

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BETWEEN

- M/S. Sanklecha Constructions, PAN AAFES-1432-II, A Partnership firm, having its office at 11, City Plaza, 1st Floor, Opp. Kalika Mandir, Old Agra Road, Nashik-422002, through its Partner
- (1) Mr. Puneet Ajit Sanklecha, Age:34 years, Occ. : Business,
  - (2) Mr. Tushar Vijay Sanklecha, Age:35 years, Occ.: Business
- R/o. Nashik. Hereinafter referred to as the "Developer/s" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, executors, administrators, assigns, etc.) of The First Part.

AND

- (1) Mrs. Sarika Pankaj Kulkarni  
Age-39 Yrs, Occ.-Business, PAN -ATIPK2954J,
- (2) Mr. Pankaj R. Kulkarni  
Age-41 Yrs, Occ.-Business, PAN -AMEPK9174F,  
R/o. G-102, The Comfort Zone, Ambad, Nashik  
hereinafter referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/ their heirs, executors, Administrators, assigns, etc.) of the SECOND PART.

AND

- 1) ASHOKA SHILP AKRUTI PVT. LTD., PAN AACCA6553B
- 2) M/S. ASHOKA CITY TOWER CONSTRUCTION PVT. LTD. PAN AACCA8708J
- 3) M/S. ASHOKA HOUSING CONSTRUCTION PVT. LTD. PAN AACCA8707H
- 4) M/S. ASHOKA BUILDERS AND DEVELOPERS, PAN AAFA0311J
- 5) MISS. SHWETA ASHOK KATARIYA  
Through her G.P.A. holder and No. 1 to 4  
MR. ASHOK MOTILAL KATARIYA  
Age 61 Years, Occ.: Business  
R/o. ANSHUMAN, Sahadeo Nagar, Gangapur Road, Nashik-422013.

Hereinafter referred to as the "LAND OWNER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her / their heirs, executors, Administrators, assigns, etc.) of the THIRD PART.

*[Signature]*

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WHEREAS the land owners are the absolute and exclusive co-owners of and otherwise well and sufficiently entitled to all that piece and parcel of the land admeasuring **8000 sq. mtrs.** Bearing **S. No. 273/(1+2)/3** situated at Village **Ambad**, Taluka and District **Nashik**.

Hereinafter referred to as the said property which is more particularly described in the scheduled written hereunder and the land owner **No. 1 to 5** have different shares in the said property as shown in the **7/12** extract.

**AND WHEREAS** the developers are by profession promoters and developers and builders and well conversant with the construction of properties and has necessary infrastructure and resources to develop and construct residential projects.

**AND WHEREAS** the Land owners intended to develop the said property, more particularly described in the first schedule written hereunder and the land owners and the developers decided to develop the said property under joint venture project and accordingly **Joint Venture Agreement**, is executed amongst the **land owners and developer** on **6-9-2010** which is duly registered at the office of Sub Registrar, Nashik at **SR. NO. 9957** on **21-10-2010** and as per the said **Joint Venture Agreement**, it is agreed amongst the parties that the developers shall actually develop and construct building on the said property as per the approved building plans and the developers shall be entitled to negotiate and sell the constructed premises and both the parties shall share the gross sale proceeds in the proportion of **30%** by the **land owners** and **70%** by the **developers** as detailed in the **Joint Venture Agreement** dated **6-9-2010**.

**AND WHEREAS** the developer and the land owners shall abide by the terms and conditions as mentioned in the joint venture agreement and it is agreed amongst the parties that the entire sale proceeds of the constructed premises to be received from the prospective purchaser of the constructed premises shall be received in the name of "**Sanklecha Constructions A/c. THE COMFORT ZONE Business Bank A/c No. 542**" and the sale proceeds shall be distributed as per the **Joint Venture Agreement** entered into amongst the parties dated **6-9-2010**.

**AND WHEREAS** the said property is duly converted to Non Agri. use u/s. 44 of the M. L. R. Code under order of Collector, Nashik vide order No. **NA/336/2000** Dated **13/02/2001**.

**AND WHEREAS** the Developer prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under **Commencement**

*[Handwritten signature]*

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Certificate No. LND/BP/CD/B4/615 dated 28/12/2010 and as per the building plan the Developer has commenced the construction on the said property and proposes to construct a building hereinafter referred to as the SAID BUILDING.

AND WHEREAS the Developer has entered into a standard Agreement with Architect Mr. Nitin Kokane registered with council of Architects and the Developer has appointed a Structural Engineer Mr. Mohan Bhawe for the preparation of the structural design and drawings of the building and the Developer shall accept the professional supervision of the Architects and Structural Engineer till the completion of the building.

AND WHEREAS the purchaser has read and understood all the contents of the documents executed between the land owners and the developers also the purchaser has read and understood all the contents of indemnity bonds/undertakings, etc. given by the promoter to the Collector/ Corporation or any other authority and the terms and conditions mentioned in commencement certificate, N.A. Order, etc.

AND WHEREAS the purchaser is aware of the fact that the promoter has entered or will enter into similar and/or separate agreements with several other purchasers, persons and parties in respect of flats in the said building / project.

AND WHEREAS the purchaser/s applied to the Developer for purchase of the Flat/ Premises as described in the second schedule written hereunder, hereinafter referred to as the said Flat No. 104 in Wing "G" of THE COMFORT ZONE situated at Village Ambad, Taluka and District Nashik.

AND WHEREAS the purchaser/s demanded from the Developer and the Developer has given inspection to the Purchaser/s and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the Developer and of such documents which are specified under Maharashtra Ownership Flat (Regulation of promotion of Construction, Sale, Management and Transfer) Act 1963 (Hereinafter referred to as the said act) and rules there under, the purchaser/s is satisfied about the same.

AND WHEREAS under section 4 of the Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management & transfer) Act 1963, the Developer is required to execute agreement for sale of the said Flat to the purchaser/s being this present & also to register the said agreement under the registration Act.

NOW THIS AGREEMENT WITNESSETHAS HEREIN AND IT IS AGREED BY AND BETWEEN THE PARTIES THAT :-

*[Signature]*

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दिनांक 10/23/2011
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1. NAME OF THE PROJECT

The name of the

2. DISCLOSURES /

The developer has disclosed as well as the purchaser has accepted and given N.A. orders, etc. /herself/ the have entered entitled to the promoter to

3. SANCTIONS

The developer project by from Collec

4. ALTERATION PLANS:

The Developer property approved approved irrevocable modified discretio which at request authorit

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1. **NAME OF THE PROJECT**

The name of the building shall be "THE COMFORT ZONE"

2. **DISCLOSURES AND INVESTIGATION OF MARKETABLE TITLE**

The developer has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the promoter. The developer has also disclosed to the purchasers nature of his right, title and interest and right to construct and sell building/s on the said land. The promoter has also given inspection of all the documents to the purchasers. The purchaser has carried out the search and investigated the title by appointing his own Advocate in regards to his title, interest, building plans, NA orders, etc. The purchaser having acquainted and satisfied himself /herself/ themselves with all the facts and nature of the promoter and have entered in to this agreement. The purchaser herein after shall not be entitled to challenge or question the title of the owner and the right of the promoter to enter into this agreement.

3. **SANCTIONS:**

The developer has got sanctioned the layout and building plans on the said project by Nashik Municipal Corporation and obtained N.A. permission from Collector, Nashik.

4. **ALTERATIONS AND MODIFICATIONS OF SANCTIONED BUILDING PLANS":**

The Developer herein shall construct the said building on the said property in accordance with the plans, designs and specifications approved by Nashik Municipal Corporation, which have been seen and approved by the Purchaser. The Purchaser hereby gives his / her / their irrevocable consent to the Developer herein to carry out such, alterations, modifications in the sanctioned building plans, as the Developer in his sole discretion thinks fit and proper and/ or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority.

5. **CONSIDERATION**

The Developer herein has agreed to sell and the Purchaser herein agreed to purchase Flat, more particularly described in the second schedule written hereunder, for total lumpsum consideration of Rs.16,65,950/- (Rs. Sixteen Lacs Sixty Five Thousand Nine Hundred Fifty only) for the area of the flat as mentioned in the schedule written hereunder including the price for proportionate share in the said land and excluding all expenses for stamp duty and registration fees, service tax & Vat [if

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applicable), or any other taxes levied, which shall be paid by Purchaser separately. The sale of the said flat is on the basis of the carpet area only. The purchaser is aware that due to the skirting and variation in plaster, the carpet area may vary. The variation may be approximately 2 to 3%. The said price does not include the cost of additional amenities and facilities over and above the standard amenities and facilities.

**6. PAYMENT INSTALMENTS**

The Purchaser has agreed to pay the consideration of Rs.16,65,950/- (Rs. Sixteen Lacs Sixty Five Thousand Nine Hundred Fifty only) in following manner:

Rs.21,000/- (Inward Rs. Twenty One Thousand only) Received before execution of this agreement by Cheque No. 014654 drawn on State Bank of Patiala, Cidco-Ambad Nashik Branch Dated 20/02/2016 Receipt No.2723

Rs.21,000/- (Inward Rs. Twenty One Thousand only)

**PAYMENT SCHEDULE**

No	Stage	Particulars	Amount
1	5%	Provisional Booking	83,298.00
2	10%	Allotment / Agreement	1,66,595.00
3	8%	On Completion Of Plinth	1,33,276.00
4	8%	On Completion Of 1St Slab	1,33,276.00
5	8%	On Completion Of 2nd Slab	1,33,276.00
6	8%	On Completion Of 3rd Slab	1,33,276.00
7	8%	On Completion Of 4th Slab	1,33,276.00
8	8%	On Completion Of 5th Slab	1,33,276.00
9	8%	On Completion Of 6th Slab	1,33,276.00
10	8%	On Completion Of 7th Slab	1,33,276.00
11	6%	Brick Work	99,957.00
12	5%	Plaster	83,298.00
13	5%	Flooring	83,298.00
14	5%	Possession	83,298.00
	100%	Total	16,65,950.00

Total of Rs.16,65,950/- (Rs. Sixteen Lacs Sixty Five Thousand Nine Hundred Fifty only)

That the purchaser shall pay the entire amount of consideration and all other expenses and charges in the name of "Sanklecha Constructions A/c. The Comfort Zone Business Bank A/c No. 542"

That the payment of the aforesaid instalment on the due dates is the essence of the contract. The Developer is not liable to give any intimation or notice of the instalment becoming due, even oral demand is sufficient.

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7. AREA DEFIN Carpet area wall includ made for str skirting. De shall be con Carpet area satisfied ab

8. USE of FSI

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That this amount of consideration does not include the following expenses which the purchaser/s has to pay separately as infrastructure cost.

That the purchaser shall pay the amount of **Infrastructure cost** Rs. 95,000/- and **Legal Charges** Rs. 25,000/- in the name of "Sanklecha Construction",

That the purchaser shall pay the amount of **Service Tax @3.625%** Rs.64,741/- and **Vat @ 1%** amount Rs. 16,660/- as and when demanded by vendor.

Proportionate expenses of installation charges for Water meter & Electric meter etc. The deposit for individual Electric meter, connection, the proportionate amount towards the MSEDCL charges and deposit and installation charges etc.

All the expenses of stamp duty, registration fee, legal expenses for this agreement and the final deed of apartment and proportionate expenses for Declaration of Apartment.

**7. AREA DEFINATION**

Carpet area shall be a clear dimension from unfinished wall to unfinished wall including the balcony, door jams and otta. No deductions shall be made for structural members of the building like columns, beams, shafts, skirting, Dado in the rooms, passages, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement. The Carpet area of the flat is 75% of the Builtup area. The purchaser/s is satisfied about the said conversion.

**8. USE of FSI / TDR / FAR**

It is hereby declared that all sanctioned plan/s has / have been shown to the purchaser and the floor space index (FSI) available is shown in the said plan/s. The Developer shall be entitled to us the present unutilized and / or additional builtup area / FSI / TDR / land potential in respect of the said land in any other land by floating FSI and / or in the same land as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Developer shall also be entitled to use FSI pertaining to other land / in this land as and when permitted by authority. In this agreement, the word FSI or floor area Ratio as stated here in shall have the same meaning as understood by the planning Authority under its relevant Building regulations or Bye-laws. The residual F.A.R. (FSI) if any not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the developer before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land

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may be utilized by the Developer in the said land as they may decide. The Purchaser has hereby given his / her / their irrevocable consent to the Developer who shall be entitled to revised the plans, get them sanctioned from Nashik Municipal Corporation, Construct the additional units, buildings permitted by Corporation and to allot / sell them to various persons. The Purchasers shall have no objection for the said new allottees to be admitted as members of the Associations shall get the new transferees admitted as its members. Notwithstanding any thing contained in this agreement the developer shall be entitled to utilize any balance and / or additional FSI and / or TDR / land potential as stated herein above on any open area and / or on terraces above the building/s either prior to or either prior to or after completion of building/s and even after conveyance of the said land. The Developer shall also be entitled to transfer or assign the said right/s to any other person. The said property and / or building/s shall be conveyed subject to the such right, always being with the Developer or his assigns.

It is also understood and agreed by and between the parties hereto that the Developer or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said property is acquired by any authority before execution of the conveyance, then the Developer alone shall be entitled to take compensation for the same or get F.S.I. / T.D.R. in lieu of compensation.

**9. MAINTENANCE AMOUNT:**

The purchaser/s shall pay advance maintenance amount prior to possession in the following manner :-

Maintenance amount for 36 months Rs.38,610/- (**Inwards Rs. Thirty Eight Thousand Six Hundred Ten only**) plus the applicable service Tax charges, levied by local / State / Central authorities etc., to "**The Comfort Zone Society Maintenance Account**" an agency which is a professional maintenance company appointed by the promoter, under unforeseen market conditions of cost or factors like additional scope of work etc., the said maintenance agency may revise the above rate for the about mentioned period by reasonable and fair means.

This maintenance amount will be applicable for first 36 month only and it may be renewed mutually for further period. Purchaser s herein agrees that he / she / they will not demand breakup of the charges as the said agency is professional and as they are doing business as a private enterprises.

The maintenance charges to be borne by the purchaser/s will commence immediately, from the date only which the purchaser/s unit is ready for

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possession, even, if the purchaser/s delays, in taking possession, the purchasers / herein, agrees / accepts that he / she / they be liable to pay maintenance charges from the date the said unit is ready for possession. As irrespective of the date of possession, the purchasers/s agrees and understands that the above maintenance agency, has to incur expenses on upkeep and maintenance of the said project.

It is specifically understood that the matter related to services providers such as security services, maintenance, housekeeping, accounting, managerial services and other services appointed by the promoter only behalf of the unit holder / ultimate body is entirely the responsibility and liability of the unit holder / ultimate body. The ultimate body shall handle all the financial and other matter with such services providers. And contract AMC's signed or agreed by the promoters will be binding on the ultimate body/unit holder.

9. 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, penalties etc. 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 by the purchaser (and if the same is paid by the Developer then reimbursed). The Purchaser hereby indemnifies the Developer from all such levies, cost and consequences.
10. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Developer shall be entitled to take such action as entitled to take in case of breach/default of this agreement, including termination of this agreement.
11. Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest @ 21% per annum with monthly rests on all amounts which become due and payable by the Purchaser to the Developer till the date of actual payment.
12. **TERMINATION OF AGREEMENT**

On the purchaser committing default in payment on the due dates, of any of the installments or any other amounts due and payable on the Purchaser committing breach of any terms and conditions of this

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agreement, the Developer shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer has given to the Purchaser fifteen days prior notice in writing of the Developer its intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or breaches within two weeks after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Developer shall refund the balance, if any, to the purchaser the installments of the consideration which the Purchaser might have till then paid to the Developer, but without any interest. The balance amount, if any, shall be paid by the Developer to the purchaser after resale of the said flat in the manner of receipt of consideration from new purchaser and on such condition the Developer shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Developer in its sole discretion thinks fit. The purchaser agrees to the same. The Purchaser shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser hereby agrees that in that event of all his/her/their rights in the said flat stand extinguished. No separate cancellation deed, its execution and registration will be required.

For the above referred clause Developer shall give all the notices to the purchaser on the address mentioned in the title clause.

13. **ENCUMBRANCES**

The Developer declare that, the said property is free from encumbrances and charges and that the original owners have clear and marketable title to the said property and the Developer & the land owner has nor subjected the same to any charge and encumbrance.

14. **SPECIFICATIONS**

The fixture, fittings and amenities to be provided by the Developer in the said building and Flat are those that are setout in Annexure annexed hereto. In case the purchaser/s needs any additional amenities, the purchaser/s shall pay extra charges towards the same.

15. **DELIVERY OF POSSESSION**

[A] The Developer shall give possession of the Flat to purchaser/s within **18 months** from the date hereof on receipt of balance amount of the consideration.

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[B] The purchaser/s shall take possession of the Flat within 15 days of Developer giving written notice to the purchaser/s intimating that the said Flat is ready for use and occupation. The purchaser/s shall not insist for the completion certificate for taking possession.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building/s is delayed on account of:

- a) Non-availability of steel, cement, other building material, water or electric supply.
- b) War, Civil Commotion or act of GOD
- c) Any notice, order, rule, notification of the Government and / or other public or competent Authority or any Decree / Order of any Court / tribunal / authority.
- d) Any stay or injunction order from any court.
- e) Pendency of any litigation.
- f) Delay or default in payment of any installment or dues by the flat Purchaser. (This is without prejudice to the right of the promoter under clause 6 above)
- g) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h) Any other circumstance beyond the control of the Promoter or force majeure.
- i) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j) Delay in grant of any NOC / permission / license / connection installment of any services such as elevators, electricity and water connections and meter to the scheme / flat / road etc., or completion certificate from any appropriate authority.

The Purchaser shall pay all necessary amounts advances, deposits, service Tax (If applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by the Developer in the event of failure on the part of the purchaser to pay all amounts due and take possession of the said flat, without any reasonable cause, the developer shall be entitled,

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without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the purchaser.

16. USE OF SAID FLAT

The purchaser/s shall use the Flat or any part thereof or permit the same to be used only for the purpose, it is legally allowed for.

17. ASSOCIATION OR SOCIETY

The purchaser/s along with other purchaser/s in the building shall become member of the association of apartment to be formed by the Developer in respect of the building to be constructed on the said property in the name as **THE COMFORT ZONE**.

18. COVENANTS - MANTENANCE-

The purchaser/s himself with intention to bring all persons into whose hands the Flat may come, do hereby covenant with the Developer as follows;

- a) To maintain the Flat at purchaser/s own cost in good and tenantable repairs and conditions from the date possession and shall not do or suffered to be done, anything in or around the building in which the Flat is situated, stair case or any passage which may be against rules, regulations and bye laws of concerned local or other authority or change, alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- b) Not to store in the Flat any goods which are hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of building in which the Flat is situated, will be caused or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages or upper floors which may damage or likely to damage the stair case, Lift, common passage of any other structure of the building, entrance of the building in which the Flat is situated on account of negligence or default of the purchaser/s and the purchaser/s shall be liable for the consequences of the breach.
- c) To carry at his own cost all internal repairs of the said Flat and maintain the same in the same condition, state and order in which it was delivered by the Developer to purchaser/s and shall not do or suffered to be done anything or building in which the Flat is situated or the Flat which may be given the rules and regulations and bye

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laws of concerned legal authority or other public authority and keep the portion sewer, drain pipes in the Flat, consequences of the breach and in the event of the purchaser/s committing any act in contravention of the above provisions, the purchaser/s shall be responsible for the consequences thereof to the concerned legal authority and/or other public author.

- d) Not to demolish or to cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alterations of whatever nature in or to the Flat or any part thereof nor any alterations in the elevations & on the colour scheme of the building in which the Flat is situate and appurtenances thereto in good tenantable repair condition.
- e) Not to throw dirt, rubbish, ranges, garbage or refuse or permit the same to be thrown from said flat in compound or any portion of said land and building in which the Flat is situated.
- f) To bear and pay increase in local taxes, water charges, insurance and other such levys, if any which are imposed by concerned local authority on account of change of user of the Flat by the purchaser/s viz., User of any purpose other than for residential purpose.
- g) The purchaser/s shall not without written consent of the Developer, let, sublet, transfer, assign or part with Flat or purchaser/s interest or benefit factor of this Agreement or part with possession of the Flat until all dues by the purchaser/s to the Developer under this Agreement are fully paid and only the purchaser/s had not been guilty of breach of or non observance of any of terms and conditions of this Agreement.
- h) The purchaser/s shall observe and perform all rules and regulations which the association may adopt at its inception and addition, alterations and amenities thereof that may be from time to time, for protection and maintenance of said building and Flat therein and for the observance and performance of building rules, regulations & bye laws for the time being of concerned local authority and of Govt., and other public bodies. The purchaser/s shall observe and perform all stipulations and conditions laid down by association, regarding the occupation and use of the Flat in building and shall pay and contribute outgoing in accordance with the terms of this Agreement.
- i) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc., and installation of dish antennas without the permission of the Developer.
- j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, buildings/s and/ or

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flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

- k) Pay to the Developer within seven days from demand by the Developer his share of security deposit and expenses demanded by concerned local authority or Government for giving water electricity or any other services connection to the building in which the accommodation is situated.
- l) The Purchaser shall permit the Developer and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof. The Developer shall have such right to enter into and upon the said land / building / flat even after the purchaser is put into possession of the said flat during the statutory defect liability period.
- m) The purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- n) It is specifically understood that the matters related to services providers such as security services, managerial services & other services appointed by the Developer for the Association of owner is entirely the responsibility & liability of the associations. The Apartment Associations has to handle all the financial and other matter with such services providers and the promoter shall not be financially liable towards the Associations and / or the services providers.
- o) The areas described in the Schedule II hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other purchaser. The purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircase, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat purchasers.
- p) Nothing contained in These Presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein favour of the Purchaser/s.
- q) As the Developer will be applying to the concerned authorities for giving separate water connection for buildings and electricity meter and connections for the said flat of the purchaser, if there is delay in

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obtaining the water and electricity connections from the concerned department then in that case the Developer may provide electricity connections from the concerned department then in that case the Developer may provide electrical connection / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Developer shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The purchaser shall pay for the proportionate charges as demanded, determined and decided by the developer and service tax (if applicable) thereon. Until receipt of this amount from the purchaser for the above from the outgoings / maintenance charges from which the purchaser hereby gives his consent. The developer is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said flat.

- r) Till a separate electric meter or a water meter is installed / allotted by the MSEDCL/ N.M.C. and any other authority, the purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his / her flat.

**19. RESTRICTIONS ON PURCHASER**

- a) The Developer has informed the purchaser and the purchaser is aware that the purchaser of the said premises shall be subject to all the following conditions :-
- b) The access to the individual flat shall be as per the sanctioned plan and / or revised plan from time to time.
- c) Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser who shall not damage the basic R.C.C. structure.
- d) The Construction of chimneys, hanging telephone and telex wire, electric connection, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the promoter and his / her Architect in writing.
- e) The installation of any grills or any doors shall only be as per the form prescribed and Developer's Architect.

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92 The residential flat shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein.

- g) The car parking area shall not be covered / enclosed under any circumstances by the allottee or shall not be used for any purpose other than parking.
- h) The purchaser shall not join to adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any additions or alteration of whatsoever nature in or to the structure or construction of the said flat.
- i) All phase wise construction has been made and executed for the convenience of the Developer. No separate fencing and / or gate will be allowed for separating any particular phase or building/s shall have free access to all other phases and building/s i.e. entire project.
20. The purchaser shall pay all necessary amounts, advances, deposits, services tax ( if applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by the Developer. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said flat, without any reasonable cause the Developer shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 30 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the purchaser.
21. Before delivery of possession of the said flat the flat Purchaser shall satisfy himself about the correctness of the area of the said flat and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said flat, the flat Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.
22. It is hereby agreed that the Developer has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice. The Purchaser further agrees that he /they shall not raise any objection to the Developers exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Developer till the conveyance to the purchaser and consents to any such allotments made or would be made by the Developer.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law or the said Flat or of said plot and building or any part thereof. The purchaser/s shall have no claim save and except in respect of Flat hereby agreed to be sold to him

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and all open spaces, terrace, parking spaces, and marginal open space etc. will remain the property of the Developer if not allotted to any of the purchaser/s. The Developer shall be entitled to transfer the marginal open spaces, stilt, parking places, terrace, adjoining terrace, etc. to anybody on any such terms and conditions as the Developer may deem fit and necessary. That the Developer shall be entitled to allot the adjoining terraces to the Flat purchaser/s and except such Flat purchaser/s nobody shall have any right on the said terrace, The Developer shall be entitled to allot the stilt parking to anybody as he may deem fit. The purchaser/s in the building shall not object and obstruct such allotment by the Developer. The Developer shall be entitled to allot the terrace on the top of the building for advertisement or any other legal purpose and such allotted shall become member of the association. That for the sake of knowledge to all the flat purchaser/s the copy of the plan showing the adjoining terraces, parking spaces, etc. is delivered to the purchaser and the respective flat purchaser/s shall have absolute and exclusive right to use and enjoy the terrace and respective parking allotted to respective flat purchaser/s and no other flat purchaser/s shall claim any right to the adjoining terrace and the parking allotted to the other purchaser/s. The purchaser shall park their four wheeler and two wheeler vehicle inside their allotted parking area in the building although all the visitors and guests of the purchasers shall park their vehicles outside the building area.

24. **WAIVER**

Any delay tolerated or indulgences shown by Developer in enforcing the terms of this Agreement or any forbearance or giving of time to purchaser/s by Developer shall not be construed as a waiver on the part of Developer or any breach of non compliance of any of terms and conditions of this Agreement by the purchaser/s not shall be made in any manner prejudice the right of the Developer.

25. **REGISTRATION**

The purchaser/s shall present this agreement as well as conveyance at proper registration office within time limit prescribed by registration act and Developer will attend such office and admit the execution thereof.

26. **SERVICE OF NOTICES**

All notice to be served on purchaser/s as contemplated by this Agreement shall have deemed to have been duly served if sent to purchaser/s by R.P.A.D. / Under certificate of posting at his address specified above.

27. This agreement shall always be subject to provisions of Mah. Ownership Flats (Regulation of Promotion of Construction, Sale, Management Transfer) Act 1963 and rules made there under or the provisions of

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Maharashtra Apartment Ownership Act 1970 and Maharashtra Apartment Ownership Rules 1972.

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

**29. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**

It is hereby agreed that subject to the terms of this agreement, the purchaser shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, state and /or Central Government including Environment Dept. etc., at the time of sanctioning of the plans or at the time of granting completion certificate. The purchaser shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat is received from the Nashik Municipal Corporation and the Purchaser pays all dues, advances, deposits, etc., payable under this agreement in respect of the said flat to the promoter and has signed the possession document, bonds, receipt etc. After receipt of the completion certificate from Nashik Municipal Corporation the Developer shall be absolved from or any liability in case any addition and /or alteration to the flat / building by the purchaser, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/association, any event of force majeure and any act of God.

**30. CONVEYANCE**

After completion of the construction work and sale of all the building/s in the project on the said property a separate association of apartment owner including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Developer the purchaser shall sign all necessary documents.

No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the promoter as per their commitments to various persons, purchasers and or any other competent authority as the case maybe. This condition is the essence of the agreement.

Unless prevented by the circumstances beyond the control of the Developer it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970, and the flat will be conveyed by the Developer herein within one year from and after.

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- a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR / Land potential permissible to be utilized on the entire said land as per development control rules of Nashik (irrespective of previous sanction or not of FSI).
- b) Sale of all flats in all building/s in the layout of the scheme
- c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and Developer by their mutual consent and
- d) After receiving the entire amount and all dues from all the purchasers including maintenance charges, outgoings, stamp duty, registration fees, services tax (if payable) etc. by all purchasers whichever is later but within 3 (Three) years from the date of execution of this agreement. This agreement itself is a declaration by the purchaser as provided under Maharashtra apartment ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats tot the provisions of the said flats.

Such conveyance and / or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat purchaser and commitment of the Developer. The Developer shall be entitled to amend/frame the bye laws, rules, etc. of the associations as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Developer in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

The Developer shall / has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said property or any other land. The Developer shall at his own discretion choose to be a part of the Association for the said purpose. The Developer shall also be at liberty to transfer this right to any person / organization / body etc., and the purchaser in this individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his / her / their consent to the same.

### 31. RESTRICTED AREAS AND FACILITIES.

It is hereby agreed that the Developer has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice, there purchaser further agrees that he / they shall not raise any objection to the Developer exclusive right of allotment of parking space and thereby expressly consent to such exclusive right of the promoter till the

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conveyance to the purchase and consent to any such allotments made or would be made by the Promoter.

It is hereby agreed that the areas that the mentioned in Schedule-II shall be the common areas and facilities and the promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and / or alienate and dispose off other areas and facilities in such manner as the Developer thinks Fit.

The Purchaser shall not raise any objection in the matter of allotment or sale or remaining Flat etc. in the said property on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold in to him/her /them and all common amenities, areas and facilities and described in Schedule II herein below will remain the property of the Developer until the said land and building/s is / are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Developer until legal title of the society is transfer to the apartment owners.

### 32. STAMP DUTY AND REGISTRATION FEES

The consideration of the said agreement between the Developer and the purchaser herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flat Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act 1958, Schedule-1 Article 25(d), the purchaser herein has paid Stamp duty for **Rs. 1,04,900/- (Inwards Rs. One Lacs Four Thousand Nine Hundred only)** and shall pay appropriate registration fees and expenses. The parties hereto shall be entitle to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Developer and the Owner and the Owner/s Consenting Party herein in favour of the Purchaser 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 Purchaser.

The purchaser herein has agreed to purchase the said flat as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the purchaser herein to the subsequent purchaser as per provision of the said clause Article 5(2).



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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.

#### FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing Gat No. 273/(1+2)/3 admeasuring 8,000.00 Sq. Mtrs., situated at Village Ambad, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as per approved layout.

#### SECOND SCHEDULE OF THE PROPERTY AGREED TO BE TRANSFERED

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing "G" Wing on Flat No. 104 on First floor admeasuring 66.42 Sq. Mtrs. builtup area (715 Sq. Ft.) "THE COMFORT ZONE" Bounded as per building plan.

#### ANNEXURE

##### AMENITIES TO BE PROVIDED IN THE FLAT

- Building will be of RCC framed structure.
- External brickwork 6" thick and internal 4" thick
- Spartek tiles flooring and 3" height skirting for all rooms, balconies and passage.
- Standard quality of glazed tiles in toilet upto 7 ft. height and Good Quality flooring.
- All doorframes except toilets shall be of teak wood.
- Main door shutter shall be both side laminated and all other water proof flush door painted from both sides.
- Powder coated aluminum windows glazed with plain glass and fixed mosquito net and guarded by MS Grill.
- Raised cooking platform of granite top with built in steel sinks and dado upto 2 ft. ht.
- Concealed plumbing work.
- Concealed electrification with 3.5 point in each room with one TV cable and telephone point in living room.
- Water supply will be from overhead water tank only.
- External plaster painted with water proof cement paint and internally painted with OBD.

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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.

### FIRST SCHEDULE OF THE PROPERTY

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- Concealed electrification with 3.5 point in each room with one TV cable and telephone point in living room.
- Water supply will be from overhead water tank only.
- External plaster painted with water proof cement paint and internally painted with OBD.

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In Witness Whereof The Parties Hereto Have Signed Hereunto On This Day Date And Year First Mentioned Hereinabove.  
 Signed Sealed And Delivered By The Within Named  
 M/S. Sanklecha Constructions  
 Through Its Partner

No.	Name of Developer	Sign	Thumb
1	Mr. Puneet Ajit Sanklecha		
2	Mr. Tushar Vijay Sanklecha		



Signed Sealed And Delivered  
 By The Within Named

No.	Name of Purchaser	Sign	Thumb
1	Mrs. Sarika Pankaj Kulkarni		
2	Mr. Pankaj R. Kulkarni		



Signed Sealed And Delivered  
 By The Within Named

No.	Name of Confirming Party	Sign	Thumb	Photo
1	Ashoka Shilp Akruti Pvt. Ltd.,			
2	M/s. Ashoka City Tower Construction Pvt. Ltd.			
3	M/s. Ashoka Housing Tower Construction Pvt. Ltd.			
4	M/s. Ashoka Builders And Developers			
5	Miss. Shweta Ashok Kataria Mr. Ashok Motilal Katatiya As Director of No. 1 To 4 and G.P.A. of No. 5 ] (Confirming Party)			

Witnesses:

1.   
 Manisha Kanherkar

2.   
 Shrish Chavale



1/3

**NASHIK MUNICIPAL CORPORATION**

NO. LND/BP/CD/34/47/470

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE: 25/1/2012

**SANCTION OF BUILDING PERMIT  
AND  
COMMENCEMENT CERTIFICATE**

TO: Ashoka Builders & Developers Partners Asha Ashok Katarliya & Others.  
C/o. Ar. Niteon Kokane & Stru Engi. Milind S. Rathi of Nashik.

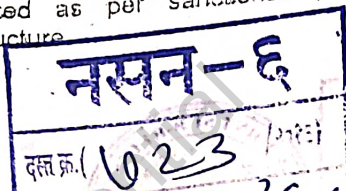
Sub - Sanction of Building Permit & Commencement Certificate in Plot No.—  
of S. No. 273/3 of Ambad Shiwar.

Ref - Your Application & Plan dated: 14 / 07 /2011 Inward No. B4/BP/2298

Sanction of building permit & 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 permits under section 253 of The Bombay Provincial Municipal Corporation Act. 1949 (Bombay Act, No. LIX of 1949) to erect building for **Residential+Commercial** Purpose as per plan duly amended in B/W subject to the following conditions.

**CONDITIONS ( 1 to 36 )**

- 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 Bombay Provincial Municipal Corporation Act, 1949 is duly granted
- 3) The commencement certificate Building permit 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 Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitles 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 etc.].
- 7) After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure





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**NASHIK MUNICIPAL CORPORATION**

NO LND/BPI/CD/ B4/107/470

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE 25/11/2012

**SANCTION OF BUILDING PERMIT  
AND  
COMMENCEMENT CERTIFICATE**

TO. Ashoka Builders & Developers Partners Asha Ashok Katariya & Others.  
C/o. Ar. Niteen Kokane & Stru Engi. Milind S. Rathi of Nashik.

Sub - Sanction of Building Permit & Commencement Certificate in Plot No.—  
of S. No. 273/3 of Ambad Shiwar.

Ref - Your Application & Plan dated: 14 / 07 /2011 Inward No. B4/BP/2298

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**CONDITIONS ( 1 to 36 )**

- 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 Bombay Provincial Municipal Corporation Act, 1949 is duly granted
- 3) The commencement certificate Building permit 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 Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitles 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 etc.]
- 7) After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure

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8) Building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land (Ceiling & Regulation) Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.

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 self cleaning velocity.

In case if there is no Municipal drain within 60 meters should be connected to a soak pit to be provided by the owner.

The size of soak pit should be properly worked out on-the basis of tenements. A circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.

10) The balconies, ottas & verandas should not be enclosed and merged into adjoining 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.

11) 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.

12) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.

13) 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.

14) 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.

15) 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, 1962 and Bombay Provincial Municipal Corporation Act, 1949.

16) Nashik Municipal Corporation will not supply water, electricity, road etc. which will be provided by the applicant Colony/Society etc. on their own accord as per the specifications of N.M.C. Applicant should make necessary arrangement for water supply as per the 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."

17) There is no objection to obtain electricity connection for construction purpose from M.S.E.B.

18) N. A. order No. 336/2000 Dated: 13 / 02 /2001 submitted with the application.

19) Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.B. Office before actually commencing the proposed Construction.

20) A) Rs. 214000+14,51,000/- is paid for development charges w. r. to the proposed Construction vide R. No./B. No. 46/402 & 08/460 Dtd:- 22/11/2010 & 03 / 02 /2012.

B) Rs. 7,06,180/- is paid for development charges w. r. to proposed land development vide R. No./B.No. 46/402 Dtd:- 22/11/2010.

नसम-६

THE JOINT SUB-REGISTRAR  
नाशिक जिल्हा - २, नाशिक - २

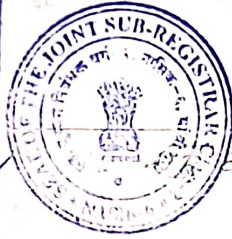
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 पुणे जिल्हा  
 पुणे शहराचा वित्त विभाग  
 34/35, पुणे शहर, पुणे जिल्हा  
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 क्रम (1023 / 2021)  
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एएएआर - एएएआर

सहाय्यक आयकर अधिकारी  
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आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

KESHAV RAMESH WAGH  
 RAMESH BUDHAJI WAGH  
 04/09/1981  
 Permanent Account Number  
 ABCPW1884B

Keshav  
 Signature




Keshav

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

PANKAJ RAMESH KULKARNI  
 RAMESH RAMDAS KULKARNI  
 17/10/1975  
 Permanent Account Number  
 AMEPK9174F

Pankaj  
 Signature



Pankaj




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4975  
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 JPC2717

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

KULKARNI SARIKA PANKAJ  
 SITESHWAR NAMDEO PATHAK  
 22/08/1977  
 Permanent Account Number  
 ATIPK2954J

Sarika  
 Signature




SPK

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

KULKARNI PRASAD RAMESH  
 RAMESH RAMDAS KULKARNI  
 20/04/1974  
 Permanent Account Number  
 AMLPK9313P

Prasad  
 Signature



Prasad

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 JPC2717

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दस्तावेज क्र. 03 मार्च 2016 12:01 म.नं.

दस्त गोपवारा भाग-1

नसंन6 723/2016  
दस्त क्रमांक: 723/2016

दस्त क्रमांक: नसंन6 /723/2016

हालार मुल्या: रु. 17,47,000/- मोबदला: रु. 16,65,950/-

इसतेले मुद्रांक शुल्क: रु.1,04,900/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. नसंन6 यांचे कार्यालयात

पावती:813

पावती दिनांक:

अ. क्र. 723 वर दि.03-03-2016

03/03/2016

रोजी 11:59 म.पू. वा. हजर केला.

सादरकरणाराचे नाव: सौ. सारिका पंकज कुलकर्णी

नोंदणी फी

रु.

17480.00

दस्त हाताळणी फी

रु.

940.00

पृष्ठांची संख्या: 47

दस्त हजर करणाऱ्याची सही:

एकुण: 18420.00

Joint S.R. Nashik-6

सह.दुर्यम निबंधक वर्ग-२

नाशिक-६.

दस्ताचा प्रकार: अॅगीमेंट टू सेल

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिवका क्रं. 1 03 / 03 / 2016 11 : 59 : 38 AM ची वेळ: (सादरीकरण)

शिवका क्रं. 2 03 / 03 / 2016 12 : 00 : 37 PM ची वेळ: (फी)

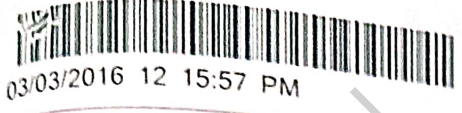
Joint S.R. Nashik-6

सह.दुर्यम निबंधक वर्ग-२

नाशिक-६.







दस्त गोपचारा भाग-२

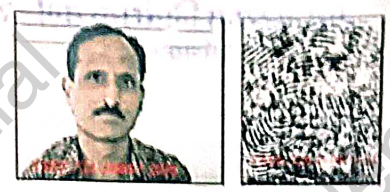
भाग 6 ४५/४६  
दस्त क्रमांक 723/2016

दस्त क्रमांक : नसन6/723/2016  
दस्ताचा प्रकार :- अंगीमेट दू सेल

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:समती देणार - 1. मे. अशोका शिल्प आकृती  
पा. लि. 2. मे. अशोका सिटी टॉवर कन्स्ट्रक्शन  
पा. लि. 3. मे. अशोका हौसिंग कन्स्ट्रक्शन प्रा.  
लि. 4. अशोका बिल्डर अॅन्ड डेव्हलपर 5. श्वेता  
अशोक कटारिया अ.नं.1 ते 4 तर्फे अधिकृत  
प्रतिनिधी आणि नं.5 तर्फे जनरल मुखत्यार श्री.  
अशोक मोतीलाल कटारिया या सर्वातर्फे विशेष  
मुखत्यार श्री. संतोष मुरलीधर सोनार  
पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -,  
ब्लॉक नं. -, रोड नं: रा. आडगांव, ता.जि.  
नाशिक , महाराष्ट्र, णास्:ईक्र.  
पॅन नंबर:AAEFA0311J

पक्षकाराचा प्रकार  
मान्यता देणार  
वय :-45  
स्वाक्षरी:-  
छायाचित्र  
अगल्याचा ठसा



2 नाव:संकलेचा कन्स्ट्रक्शन तर्फे भागिदार 1. श्री.  
पुनीत अजित संकलेचा 2. श्री. तुषार विजय  
संकलेचा यांचेतर्फे विशेष मुखत्यार श्री. धनंजय  
नरसप्पा तेलंगी  
पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -,  
ब्लॉक नं. -, रोड नं: 11, सिटी प्लाझा, कालिका  
मंदिरासमोर, नाशिक, महाराष्ट्र, णास्:ईक्र.  
पॅन नंबर:AAFFS1432H

लिहून घेणार  
वय :-36  
स्वाक्षरी:-



3 नाव:सौ. सारिका पंकज कुलकर्णी  
पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -,  
ब्लॉक नं. -, रोड नं: जी-102, द कम्फर्ट झोन,  
अंबड, नाशिक , महाराष्ट्र, णास्:ईक्र.  
पॅन नंबर:ATIPK2954J

लिहून घेणार  
वय :-39  
स्वाक्षरी:-



4 नाव:श्री. पंकज आर. कुलकर्णी  
पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -,  
ब्लॉक नं. -, रोड नं: जी-102, द कम्फर्ट झोन,  
अंबड, नाशिक , महाराष्ट्र, णास्:ईक्र.  
पॅन नंबर:AMEPK9174F

लिहून घेणार  
वय :-41  
स्वाक्षरी:-



वरील दस्तऐवज करून देणार तशाकधीन जमीनदारी  
शिक्का क्र.3 ची वेळ:03 / 08 / 2016 12 : 02

चा दस्त ऐवज करून दिल्याचे कबुल करतात.

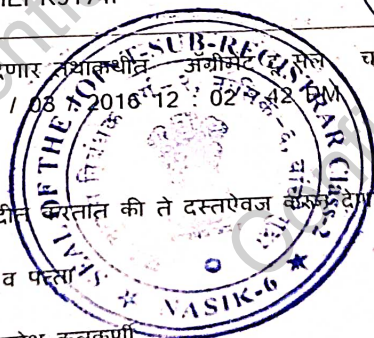
ओळख: खालील इसम असे निवेदीन करतात की ते दस्तऐवज करून देणा-यानां ब्यवतीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

छायाचित्र अगल्याचा ठसा

1 नाव:श्री. प्रसाद रमेश कुलकर्णी  
वय:42  
पत्ता:जी-102, द कम्फर्ट झोन, अंबड, नाशिक  
पिन कोड:422010

स्वाक्षरी

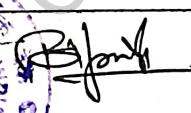
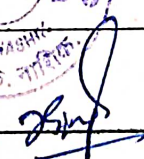


9405182099

COMFORT ZONE

VISIT REPORT

FILE No. HUP 0016

ACCOUNT NO.	65252736506
NAME OF BORROWER	SARIKA PANKAJ KULKARNI
TYPE OF LOAN / ADVANCE	MC-SBI HOME LOAN JUN 17
CIF ADDRESS/ PROPERTY ADDRESS/ RESIDENCE ADDRESS/OFFICE ADDRESS	FLAT NO. 104, G WING, SONCHAFA, COMFORT ZONE, NEAR TALATHI OFFICE, AMBAD, NASHIK
MOBILE NO.	9405182099
DETAILS	FOLLOW UP OF IRREGULAR/NPA ACCOUNT
DATE AND TIME OF VISIT	2/23/2021
MODE OF TRANSPORT	BY BANK CAR
IRREGULARITY ON VISIT DATE	RG-4
REMARKS	DOOR WAS LOCKED AT THE TIME OF VISIT. NO CONTACT ON MOBILE.
OUTCOME OF VISIT	SELFIE OBTAINED AT PROPERTY/RESIDENCE.
NAME OF VISITING OFFICER	BIPIN KUMAR SINGH, ASSISTANT MANAGER
SIGNATURE	
DATE	23/2/2021
SIGNATURE OF Manager (SAR)	
DATE:	DATE: 23/02/2021

(Code 50871)

HOME LOAN SCHEME Rs. 16.50 LACS

HL  
A/C NO.:- 65252736506 HL  
HLS- 65252904186 surashya

NAME :- Mrs. SARIKA PANKAJ  
KULKARNI AND MR PANKAJ  
RAMESH KULKARNI

200038374633  
400038440885

ADDRESS :- G-102 COMFORT ZONE , SHANKAR NAGAR,  
AMBAD,NASIK

NEW ADDRESS :- FLAT NO.104 (04),THE COMFORT ZONE,  
SHANKAR NAGAR,AMBAD,NASIK

MOB NO. :- 3390353183/ 9405182099

Date of Sanction :- 18/3/16.

SCHEME:- SBP HOME LOAN 65252904186

PERIOD :- 300 MONTH

PROCESSING :- Q: 200127078448

RATE OF INTEREST :- BASE RATE + NIL (EFFECTIVE ROI  
9.75%)

CIF-1-75053454434/CIF2-75030864113

CIF :-