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दस्तावेज क्र. (१६६२५ / २०२४)
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Ready Reckoner Chart No.:	25.6
Carpet Area of flat	: 32.81 sq. mtrs. including balcony.
Flat Rate	: Rs.36,400/-
Govt. Value	: Rs.14,33,200 /-
Agreement Price	: Rs.14,50,000 /-
Stamp	: Rs.87,000/-
regist. fees.	: Rs.14,500/-

## AGREEMENT TO SALE

This Agreement to Sale is made and executed this 03<sup>rd</sup> day July of 2024 at Nashik.

### BETWEEN

**Mrs. Rabiya Mughaiz Kokni**  
*Proprietor: Arfat Construction*  
Age: 51, Occ: Business  
Pan No. APNPK 2890 L  
R/o: 1326, Dudh Bazar, Nashik-01.

The above named party shall be hereinafter referred to as the "BUILDER" OF ONE PART.

### AND

- 1. Mr. Samir Nashir Shaikh**  
Age: 39, Occ: Service  
Aadhar No. 5899 7859 7437  
Pan No. BRWPS 4171 C
- 2. Mrs. Jubeda Nashir Shaikh**  
Age: 63, Occ: Housewife  
Aadhar No. 2003 3526 7280  
Pan No. JBFPS 3775 H  
Add. Flat No.3, Azhari Park,  
Near Sumanchandra Mangal karyalay,  
Gulshan Colony, Pakhal Road, Nashik-422011.

The above named party shall be hereinafter referred to as the "PURCHASERS" of the OTHER PART:

WHEREAS Survey No.9/1 to 9/9 of Village Wadala, Taluka and District Nashik was owned by the Mr. Vitthal Khode and Survey No.9/1 to 9/10 was owned by Mr. Shivram Ranu Khode.

AND WHEREAS Gangubai Chimaji Vidhate had purchased Survey No.9/1 to 9/10 from Mr.Shivram Ranu Khode as per Sale



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Deed dt.6/7/1965. Accordingly Mutation Entry No.1033 was made and certified on 4/10/1966.

AND WHEREAS Mr. Popat Soma Vidhate Through legal guardian Radhabai Vidhate had purchased area admeasuring .0.25 R out of S.No.9/1 to 9/9 from Vitthal Khode as per Sale Deed. Accordingly Mutation Entry No.1347 was made and certified.

AND WHEREAS Gangubai Chimaji Vidhate was died on 02/04/1976 leaving behind legal heirs sons namely Haribhau, Khandubhau, Pundlik and daughters namely Jeejabai, Sitabai, Shantabai & Mandabai. After that Son Khandubhau was died on 19/07/1986 leaving behind legal heirs Chagan, Dinesh, Govind & Gopi-Sons, and Manu, Kamal, Vimal, Sindhu & Baby-daughters, accordingly name of married daughters were recorded in other rights column of Survey No.9/1 to 9/10 and M.E. No.2465 was made and certified on 3/11/1987.

AND WHEREAS Mr. Mukund Vitthal Khode died unmarried living behind legal heirs brothers namely Mr. Jagannath, Babu, Karbhari. Accordingly legal heirs were brought on records as per M.E. No. 2797.

AND WHEREAS Mr. Shubhakaran Puranmal Poddar and others had purchased Survey no.9/1 to 9/9 from Mr. Jagannath Vitthal Khode and others by way of sale deed and M.E. No. 2959 was made and certified on 13/12/1990.

AND WHEREAS Mrs. Taramani Mahavir Prasad Mittal (Agrawal) & Mr. Vijay Kunjbihari Bagla had purchased area admeasuring 00 H. 34.3 R out of S.No.9/1 to 9/10 from Mr. Pundlik Chimaji Vidhate and others as per Sale Deed in the year 1991. Accordingly M.E. No.3036 was made and certified on 27/07/1991.

AND WHEREAS Mr. Eknath Paraji Gore had purchased area admeasuring 00 H.18.5 R out of S.No.9/1 to 9/9 from Mrs. Kiran Vimalkumar Tibrewala through GPA Holder Mr. Vishnuprasad Lalitaprasad Poddar as per Sale Deed dt. 21/05/1997. Accordingly M.E. No. 4328 was made and certified on 20/09/1997.

AND WHEREAS Mr. Sanjay Revji Kankate had purchased area admeasuring 00 H. 20 R. out of Survey No.9/1 to 9/10 from Mr. Vijay Kunjbihari Bagla through GPA Holder Mr. Vishnuprasad Lalitaprasad Poddar as per Sale Deed in the year 1997. Accordingly Mutation Entry No.4329 was made and certified on 20/09/1997.



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- 32) All Notices, letters and other correspondence, if sent by post to the Purchasers at the address-cited hereinabove, shall be a sufficient proof of receipt of such communication by the Purchaser.
- 33) The propose building will be named as "Arfat Heights" Apartment.
- 34) The Builders shall have first and paramount lien and charge on the said premises in respect of any amount not paid by the Purchasers as per the terms of this agreement. If there is an increase in the cost of construction which beyond 20% of the present cost of the construction proportionate to the said flat shall be borne by the purchasers.
- 35) The Purchasers shall not let/ give on license the said premises without the knowledge of the chairman of the apartment. The Purchasers shall not let/give on license the said premises to person whose slandered of living is not good.
- 36) Nothing contained in this agreement to sale is intended to be nor shall be construed as grant demise or assignment in law or the said premises or of said plot and building or any part thereof. The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to them and all open spaces, top terrace, and marginal spaces etc. will remain the property of the Builder if not allotted to the Purchaser.
- 37) All the expenses such as stamp duty, registration fees, typing or xerox charges, advocate fees etc. of this agreement and final conveyance shall be borne by the Builder alone.
- 38) At the present said flat premises is valued at Rs.36,400/- per sq. mtrs. Accordingly, the govt. valuation of the said flat premises is fixed to the tune of Rs.14,33,200/-. The actual transaction amongst the parties for the consideration of the said flats is, however for Rs.14,50,000/- only. Accordingly stamp duty of Rs.87,000/- is affixed hereto.
- 39) This agreement shall be subject to the provisions of Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof.



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**SCHEDULE-I  
(DESCRIPTION OF THE SAID PROPERTY)**

All that Non Agricultural property situated layout bearing Plot No.36/37 from and out of Survey No.9/1/to 9/10 Part admeasuring 368.50 Sq. Mtrs. out of 385 Sq. Mtrs. of Village Wadala, Taluka and District Nashik situated within the limits of Nashik Municipal Corporation bounded as under:

On or towards                      By  
 East : Plot No.38  
 South : 9 Meter Colony Road  
 West : Adj. Survey No.9/1P  
 North : Adj. Survey No.9/1P

The said property together with all existing easements, access and other rights appurtenant thereto.

**SCHEDULE-II  
(DESCRIPTION OF THE SAID PREMISES)**

Upon the property more particularly setout in Schedule-I above construction of a building known in the name and style as "Arfat Heights" Apartment from and out of the said building constructed premises situated in the building a Flat No. 301 admeasuring 29.93 sq. mtrs. Carpet Area + Open Balcony 2.88 sq.mtrs. total admeasuring 32.81 sq.mtrs. situated on the Third Floor, which includes the area of 1 rooms +Hall+ kitchen + balcony and WC bath. The said premises is bounded as under :-

On or towards                      By  
 East : Open to Sky  
 South : Duct and Flat No.302  
 West : Staircase and Duct  
 North : Open to Sky

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

**ANNEXURE  
(DESCRIPTION & LIST OF THE AMENITIES)**

1. Seismic resistance RCC structure.
2. Building External wall 6" thick & internal 4" thick in bricks, sand faced double coat cement plaster externally and baking plaster with putty / gypsum internally.
3. Designer Main door with Europa lock. Bedroom door frames and shutters in plywood with both side laminate. All bedrooms with premium quality Cylindrical locks. Heavy duty Three-track



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powder coated Aluminium sliding window with mosquito net and safety grill.

4. 24" x 24" size vitrified Tiles flooring in all flats.
5. Building externally painted with maintenance free and pleasant shades or texture paint / Asian / equivalent brand and internally with Asian Tractor Emulsion / equivalent branded paint.
6. Kitchen platform in grey / black granite with steel sink.
7. Water cocks fittings of one shower, wall mixture in bathroom and one sink basin and Anti-Skid tiles for bathrooms and utility.
8. Municipal Water Facility and boring water facility.
9. CCTV Camera surveillance.
10. Concealed electric fittings, wiring and good quality switches.
11. All plumbing in concealed with PVC of ISI Mark.
12. Common NMC drinking water and boring water facility.
13. Compound Walls with secured M.S. Gates for the building.
14. Lift.

In witness whereof the parties have set and scribed their respective hands hereto and hereunder the day, month and year first mentioned.



Signed, sealed and delivered  
by the within named **Builder**  
Mrs. Rabiya Mughaiz Kokni  
Prop. Aarfat Construction

*R. Kokni*



Signed, sealed and delivered  
by the within named **Purchaser s**  
1. Mr. Samir Nashir Shaikh

*Samir Nashir Shaikh*



जुबेदा नशिर शेख

2. Mrs. Jubeda Nashir Sahikh







## NASHIK MUNICIPAL CORPORATION

NO.LND/BP/A4/RBP/197/2023

DATE :- 13/10/2023

### SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE

TO, **Arfat Construction Prop. Rabiya Mughalz Kokni.**  
**C/o. Sup. Imtiyaz Maniyar & Stru.Engg. B. P. Bhavsar Of Nashik.**

**Sub -:** Sanction of Building Permission & Commencement Certificate on Plot No. 36+37 of S.No./G.No. 9/1 To 9 & 10 (PT) of Wadala Shiwar, Nashik.

- Ref -:** 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:27/03/2023 Inward No.A4/RBP/426/2023.  
2) Final Layout No.LND/WS/124/1995 Dt:16/02/2002.  
3) Previous Approved building permission No.LND/BP/A4/61/6498, Dt:16/06/2017.

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.LIX of 1949) to erect building for Residential Purpose as per plan duly amended in ..... subject to the following conditions.

#### CONDITIONS (1 to 50)

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

